

AFFILIATION AGREEMENT FOR RADIOLOGIC TECHNOLOGY

THIS AFFILIATION AGREEMENT FOR RADIOLOGIC TECHNOLOGY (the "Agreement") is made and entered into as of the 21st day of March, 2014 by and between The Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin - Oshkosh, a Wisconsin institution of higher learning ("University"), and Wheaton Franciscan Healthcare – All Saints, In., a Wisconsin non-stock corporation, for its Racine practice location ("Wheaton Franciscan Healthcare-All Saints").

WITNESSETH:

WHEREAS, University administers a baccalaureate curriculum in Radiologic Science and seeks to provide, as part of the curriculum, supervised clinical and academic educational experiences for enrolled students ("Students");

WHEREAS, Wheaton Franciscan Healthcare-All Saints operates an acute care hospital through its School of Radiologic Technology ("SRT"), and sponsors and administers a program in radiologic technology ("Program") designed to provide baccalaureate candidates with clinical and academic educational experiences required for graduation; and

WHEREAS, University and Wheaton Franciscan Healthcare-All Saints have determined that each may best accomplish certain objectives by mutual assistance, and seek to describe their affiliation in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, University and Wheaton Franciscan Healthcare-All Saints agree as follows:

1. OPERATION OF UNIVERSITY

University shall, at all times during the term of this Agreement: (i) maintain all necessary licensures and approvals from the State of Wisconsin; and (ii) maintain accreditation from the North Central Association of Colleges and Schools. University_ shall grant Wheaton Franciscan Healthcare-All Saints, upon request and at reasonable times, permissible access to University with representatives of organizations for the purposes of maintaining said licensures, approvals and accreditations. University shall promptly notify Wheaton Franciscan Healthcare-All Saints of any change in its licensure or accreditation status.

2. OPERATION OF THE PROGRAM

Wheaton Franciscan Healthcare-All Saints shall, with respect to the Program and its hospital, at all times during the term of the Agreement: (i) for its hospital, maintain accreditation from the Joint Commission; (ii) for the Program, maintain accreditation by the Joint Review Committee on Education in Radiologic Technology; and (iii) maintain all licensures and approvals from the State of Wisconsin necessary for the operation of a hospital. Didactic and clinical education will be within the guidelines of the Joint Review Committee in Radiologic Technology. Wheaton Franciscan Healthcare-All Saints shall grant University, upon request and at reasonable times, access to Wheaton Franciscan Healthcare-All Saints with representatives of

organizations for the purposes of maintaining said licensures, approvals and accreditations. Wheaton Franciscan Healthcare-All Saints shall promptly notify University of any change in its licensure or accreditation status.

3. PLACEMENT OF STUDENTS IN THE PROGRAM

3.1 Program Capacity. Wheaton Franciscan Healthcare-All Saints shall determine the Program's capacity to accept Students for placement under this Agreement. SRT shall communicate such capacity for the next academic year to University on or before January 1st of each year during the term of this Agreement.

3.2 Selection of Students. SRT shall select Students for placement in the Program at its sole discretion. University shall require interested Students to apply for placement in the Program, on or before February 15th of each year during the term of this Agreement, and shall promptly forward a copy of each completed Student application to SRT. Students eligible for placement in the Program shall meet or exceed the following qualifications:

- a. all admissions requirements of University as established by University in its admissions policies;
- b. all admissions requirements of the Program as established by the Program in its admissions policies;
- c. academic performance indicating an ability to understand what he or she will observe and/or perform while in the Program; and
- d. appreciation of the nature and seriousness of the work he or she will observe and/or perform.

After reviewing each Student application and conducting personal interviews if requested by SRT, SRT shall, within sixty (60) days of receiving said applications, communicate to University the name of each Student selected for enrollment in the Program; such selection shall not be unreasonably withheld from qualified Students.

University shall advise each Student selected that they are required to have background checks, and a physical examination that includes a drug screening, all as set forth in Section 7.8 of this Agreement, performed prior to the start of the professional training, and any other health requirements imposed from time to time by Wheaton Franciscan Healthcare-All Saints. Students are required to maintain adequate health insurance during their professional training.

3.3 Termination or Continuation of Student's Enrollment. SRT may terminate a Student's enrollment in the Program if, in its opinion, the Student is not making satisfactory progress in the Program or for other reasons it deems appropriate after notification to University. Any Student who does not satisfactorily complete the academic course(s) required by the Program may, upon written approval of SRT, remediate such course(s) if student has not been terminated from the Program. Remediation activities will take place according to the policies and guidelines of the Program. SRT shall notify University if a student has been terminated or is placed in remediation. Notwithstanding anything in this Agreement to the contrary, SRT may

suspend the right of any Student participating under the terms of this Agreement to access any clinical portions of the Program if, in the sole judgment and discretion of SRT, the conduct or attitude of the Student threatens the health, safety, or welfare of any patient, employee or visitor at Wheaton Franciscan Healthcare – All Saints or the confidentiality of any information relating to a patient. This action shall be taken by SRT only on a temporary basis until SRT has consulted with representatives of the University. The consultation shall include an attempt to resolve the suspension, but the final decision regarding the Student's continued participation in the clinical portion of the Program is vested with SRT.

3.4 Orientation. SRT shall provide Students with a comprehensive orientation to the Program and its clinical affiliates ("Clinical Affiliates") including duties, all applicable policies and procedures (including, but not limited to, applicable OSHA standards), and a tour of the physical plant.

3.5 Students eligible for the Program will have completed approximately two (2) full years of undergraduate study in the Radiologic Science Major at the University and must be admitted through the application process. Students will spend twenty-four (24) months in professional training at Wheaton Franciscan Healthcare-All Saints. Students will be enrolled full-time at the University during the professional training, paying a reduced rate of University tuition and segregated fees. University will advise students to pay any other associated student fees directly to SRT.

3.6 The University shall provide to Wheaton Franciscan Healthcare-All Saints a copy of the current University *Undergraduate Bulletin* and *Student Handbook* which contains (1) specific course numbers and credit designations of the required courses for all phases of the Radiologic Technology submajors, (2) minimum acceptable grades in required courses, and (3) student health policies.

4. FACULTY

4.1 Program Faculty. Wheaton Franciscan Healthcare-All Saints shall require the Program to appoint a Program Director and Medical Director who shall be responsible for overall coordination of the Students' experience in the Program, and such clinical instructors as are required to provide appropriate instruction to Students. SRT shall require each faculty member to: (i) maintain required licensure or certification; (ii) possess adequate experience and competence in his or her area of practice; and (iii) demonstrate an interest and ability in teaching. The student/faculty ratio shall be such as to ensure proper supervision and frequent assessment of Students' performance. The Program Director will plan and implement the professional training curriculum and will keep current objectives, goals, check-lists, and exams on file.

4.2 University Faculty. University shall appoint an Educational Coordinator who shall be responsible for overall management of the Students' educational experience and shall serve as SRT's primary contact at University regarding Students enrolled in the Program. The Educational Coordinator will be notified of any significant curriculum changes.

4.3 Communication. There will be communication between representatives of both Wheaton Franciscan Healthcare-All Saints and University as often as necessary to assure coordination and smooth conduct of the Radiologic Technology curriculum.

5. SUPERVISION AND EVALUATION OF STUDENTS

5.1 Supervision. SRT shall be primarily responsible for the supervision of Students enrolled in the Program. University and SRI shall reinforce with Students: (i) the seriousness of the service being performed, including the Student's impact upon patients' well being; and (ii) the importance of abiding by the Program's rules and regulations and Wheaton Franciscan Healthcare-All Saint's policies and procedures. Day-to-day supervision of Students enrolled in the Program shall be provided according to protocols and policies as identified or developed 'by the Program Director.

5.2 Evaluation. SRI shall be primarily responsible for the evaluation of Students.' SRI shall require the Program Director to provide to University, at the conclusion of each semester, feedback regarding each Student's performance including, but not limited to, a copy of each Student's academic transcript. Additional feedback will be provided more frequently upon University's request. The University will post the credits and grades earned in the professional training on the student's official transcript. The student will receive a Baccalaureate degree from University upon satisfactory completion of the Radiologic Technology curriculum at both the University and Wheaton Franciscan Healthcare-All Saints, and a passing grade on the ARRI Registry exam and upon the recommendation of the Faculty of the College of Letters and Science and the Chancellor.

6. EVALUATION OF THE AFFILIATION

University and Wheaton Franciscan Healthcare-All Saints agree to meet annually, or more frequently upon the request of either party, to review and evaluate any and all aspects of their affiliation, and to work cooperatively to establish and maintain clinical and educational experiences that meet their respective objectives.

7. POLICIES AND PROCEDURES REGARDING STUDENTS

7.1 Generally. University and SRI shall instruct Students regarding their rights and responsibilities while enrolled in the Program including, but not limited to, those set forth below.

7.2 Student Access Wheaton Franciscan Healthcare-All Saints, Program Clinical Affiliates and Patients. Wheaton Franciscan Healthcare-All Saints shall permit access at appropriate times and in accordance with appropriate conditions by Students to any and all areas of the Program Clinical Affiliates as reasonably required to support Students' clinical development. These areas shall include, without limitation, patient care units, laboratories, ancillary departments, health science libraries, conference rooms, cafeteria, and parking facilities. Wheaton Franciscan Healthcare-All Saints retains final responsibility and authority for all aspects of patient care, operations and management in accordance with the Program policies and procedures.

7.3 Medical Services. University shall notify each Student that upon acceptance to the program, the Student will be required to comply with health policies of each party including, but not limited to, certifying that he or she has received appropriate immunizations and vaccines, and will submit to a criminal background check; as set forth in Section 7.8 below. SRT shall instruct Students regarding universal precautions to protect Students, patients and School and hospital personnel from bloodborne pathogens. SRT shall instruct Students regarding additional precautions, procedures and practices that it expects of Students while in the Program and/or Clinical Affiliate. Wheaton Franciscan Healthcare-All Saints shall provide the Student access to the Employee Health Department for injuries sustained while participating in school activities and counseling in issues of infectious disease and safety. The Student shall promptly notify University if they are injured, or otherwise require medical treatment. University acknowledges and agrees that Students are responsible for paying charges associated with treatment received pursuant to this Section 7.3.

7.4 Compliance.

a. Conduct. University and SRT shall require each Student, while on the Program and/or Clinical Affiliate(s) campus, to: (i) conduct himself or herself in a professional manner; (ii) refrain from loud, boisterous, offensive or otherwise inappropriate conduct; (iii) refrain from the improper use of alcohol or other drugs; (iv) refrain from carrying any firearms or other weapons; and (v) abide by all policies, procedures, rules and regulations established by University, SRT and Clinical Affiliate(s).

b. Compliance with Laws, Regulations, Policies and Standards. University shall and shall require Students and faculty to, in connection with the performance of this Agreement: (i) abide by all relevant policies, procedures, standards and directives issued or adopted by Wheaton Franciscan Healthcare-All Saints and made known to University, including, but not limited to, the Ethical and Religious Directives for Catholic Health Care Services promulgated from time to time by the United States Conference of Catholic Bishops, as interpreted by the local bishop; (ii) abide by all relevant state and Federal laws, rules and regulations; and (iii) comply with all applicable rules, regulations and standards promulgated by the Joint Commission.

c. Mission, Vision and Values. University hereby acknowledges that it has received information from Wheaton Franciscan Healthcare-All Saints regarding the mission, vision, and values of the Wheaton Franciscan System and agrees that in the performance of all of its obligations under the terms of this Agreement, it shall at all times conduct itself, and shall take reasonable actions to ensure that its Students, faculty, employees and agents conduct themselves, in a manner which is consistent with said mission, vision, and values.

7.5 Timeliness. Each Student shall be required to report to SRT at the assigned place and time, and to promptly inform SRT of his or her inability to report to a Clinical Affiliate as assigned.

7.6 Uniform and Identification. Each Student shall be required to wear the uniform or other clothing directed by SRT, and shall display proper identification on the uniform or clothing. Each Student's appearance shall be neat and clean at all times.

7.7 Personal Expenses. Wheaton Franciscan Healthcare-All Saints will not pay a stipend or salary to Students. While enrolled in the Program, Students shall be responsible for their personal expenses such as meals, travel, uniforms, medical care and incidentals.

7.8 Background Check and Health Requirements.

a. All Students who are accepted into the Program shall have had a background check performed under the direction of Wheaton Franciscan Healthcare-All Saints in accordance with the Wisconsin Caregiver Background Check Law ("Background Check"). The Background Check shall include obtaining information from the Wisconsin Department of Justice, the Wisconsin Department of Regulation and Licensing, the Wisconsin Department of Health Services, and similar out-of-state agencies if the Student has lived outside of Wisconsin within the past three years. If any Student has a criminal record, the record will be evaluated by Wheaton Franciscan Healthcare-All Saints to determine if the Student should be barred from participating under this Agreement. Wheaton Franciscan Healthcare-All Saints may refuse placement of any Student in the Program it believes could put its patients, associates and/or visitors at risk. University hereby agrees to notify Wheaton Franciscan Healthcare-All Saints when University becomes aware that any Student is charged with or convicted of any crime or is investigated by any governmental agency.

b. Under the direction of Wheaton Franciscan Healthcare-All Saints, all Students who are accepted into the Program must comply with all reasonable health policies of Wheaton Franciscan Healthcare-All Saints and shall receive, prior to reporting to SRT, a physical examination, are free from communicable disease, including tuberculosis (as documented by a negative Mantoux skin test or negative chest x-ray, dated after skin test conversion, and are free of signs and symptoms of tuberculosis); have documented immunity to rubella, mumps, and rubeola which meets the U.S. Centers for Disease Control and Prevention definition of immunity (MMWR, June 14, 2013, vol. 62, no. RR-04, Table 3); and have been advised of the risks of hepatitis and either signed a waiver or have begun the hepatitis B vaccination series.

8. FINANCIAL ARRANGEMENT

Institution shall collect from Students its full tuition and fees for enrollment in the baccalaureate curriculum in radiologic technology. In consideration for providing the clinical and educational experience to Students enrolled in the Program, Institution shall pay to Wheaton Franciscan Healthcare-All Saints an amount equal to Four Thousand and No/100 Dollars (\$4,000.00) per Student enrolled in the Program per academic year payable in equal installments of Two Thousand and No/00 Dollars (\$2,000.00) prior to the commencement of each academic semester. Late payments shall incur a monthly interest payment as established by Wheaton Franciscan Healthcare-All Saints.

9. TERM AND TERMINATION

9.1 Effective Date and Term. This Agreement shall be effective August 1, 2014 and continue through July 31, 2018, unless earlier terminated pursuant to Section 9.2. Insofar as practical, renegotiation between Wheaton Franciscan Healthcare-All Saints and University to

continue this affiliation and to accept Students for the next academic year shall be complete before January 1.

9.2 Termination. This Agreement may be terminated as follows:

- a. Without Cause. Either party may terminate this Agreement by giving the other party not less than sixty (60) days' prior written notice. After such notice has been given, and in the event that such termination would, in both parties' judgments, disrupt the clinical or educational experience of any Student currently enrolled in the Program, this Agreement shall remain in effect for purposes of that Student(s) only, until completion of the Program
- b. By Mutual Agreement. University and Wheaton Franciscan Healthcare- All Saints may terminate this Agreement at any time on any terms to which they agree in writing.
- c. For Cause. In the event University or Wheaton Franciscan Healthcare-All Saints fails in any substantial manner to perform as required herein, this Agreement may be terminated as described below:
 - (1) Either party may terminate this Agreement at any time, upon material breach of any of its provisions by the other party; provided, however, that not less than thirty (30) days prior to termination, written notice shall be given by the non-breaching party to the breaching party to terminate this Agreement, the nature of the material breach giving rise to termination, and permits the breaching party reasonable opportunity to cure such material breach during said thirty (30) day period.
 - (2) If the material breach is not resolved to the satisfaction of the non-breaching party during the thirty (30) day period as provided in c.(1) above, the non-breaching party shall immediately give the breaching party written notice of termination of the Agreement.
 - (3) Notwithstanding the above, either party may terminate this Agreement upon ten (10) days' prior written notice if the other party fails to maintain licensure or accreditation as required under Sections 1 or 2 of this Agreement.
 - (4) The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the other party.

9.3 Effect of Termination. In the event Wheaton Franciscan Healthcare-All Saints ceases sponsoring the Program, Wheaton Franciscan Healthcare-All Saints shall promptly return to University any tuition received by Wheaton Franciscan Healthcare-All Saints related to the portion of the discontinued academic year, if any. No party shall have any further obligation

hereunder except for obligations accruing under the terms of this Agreement prior to the date of termination.

10. INDEMNIFICATION AND LIABILITY

10.1 University. University shall hold harmless Wheaton Franciscan Healthcare-All Saints, its governing board, officers, employees and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by Institution or any of its governing board, officers, employees or agents that may occur during or that may arise out of this Agreement to the extent permitted under Wis. Stat. §§ 893.82 and 895.46. This Section 10.1 shall continue beyond the expiration or termination of this Agreement.

10.2 Wheaton Franciscan Healthcare-All Saints. Wheaton Franciscan Healthcare-All Saints shall indemnify, defend and hold harmless Institution, its governing board, officers, faculty, employees and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by Wheaton Franciscan Healthcare-All Saints or any of its governing board, officers, employees or agents that may occur during or that may arise out of this Agreement. This Section 10.2 shall continue beyond the expiration or termination of this Agreement.

11. INSURANCE

11.1 University. The University shall maintain liability coverage through the State of Wisconsin's self-funded property and liability program pursuant to §895.46(1) and §893.82, Stats. Liability coverage includes comprehensive general, public, and professional malpractice. A certificate of coverage shall be provided to Wheaton Franciscan Healthcare-All Saints at the time of execution of this Agreement, and prior to any renewal period.

11.2 Wheaton Franciscan Healthcare-All Saints. Wheaton Franciscan Healthcare-All Saints shall maintain during the term of this Agreement general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, with coverage to include, but not be limited to, bodily injury liability, broad form property damage liability, and shall provide University with a certificate evidencing such policies, upon request. Wheaton Franciscan Healthcare-All Saints shall participate in and timely pay all required fees to the Wisconsin Patients Compensation Fund and shall maintain professional liability coverage in amounts not less than amounts required by Chapter 655 of the Wisconsin Statute as amended, or any successor thereto. Should any policies be cancelled prior to the expiration date thereof, notice will be delivered in accordance with policy provisions.

12. MISCELLANEOUS

12.1 Amendment and Modifications. This Agreement may be changed at any time by a written agreement signed by the parties.

12.2 Assignment and Delegation. This Agreement shall be binding upon and inure to the benefit of, and shall be enforceable by and against, the parties and their respective successors

and assigns. In the event of the consolidation or merger of either party with or into another entity, or the sale, assignment or transfer of substantially all of the operating assets of either party, the successor-in-interest shall be bound by this Agreement and shall be deemed to have assumed all rights and liabilities under this Agreement. No rights or duties of a party may be delegated without the written consent of the other party.

12.3 Confidentiality of Records.

- a. Student Records. The parties acknowledge that student educational records are protected by the Family Educational Rights and Privacy Act, P.L. 93-380, S 513 (1974) and that, generally, student permission must be obtained before releasing student-specific information to anyone other than University. Wheaton Franciscan Healthcare-All Saints will receive prior, written approval from University before releasing any student information, including documents, to any party other than University.
- b. Patient Health Care Records. University agrees to abide by and require that its faculty and Students abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). Students shall be required to comply with the Program's policies and procedures regarding the confidentiality of patient information and the use of all such information. The parties will notify one another if there are known breaches of this confidentiality. The parties acknowledge that patient health care records are protected under Sections 146.82 and 51.30, of the Wisconsin Statutes and by HIPAA, and that, generally, the informed consent of the patient (or person authorized by the patient) must be obtained before disclosing information from patient health care records. The parties further acknowledge and agree that Student health care records submitted to University by Students upon application to University are governed by said statutes and regulations.

12.4 Confidentiality of Terms. The parties agree that the terms and conditions of this Agreement are confidential and shall not be disclosed to third parties by either party without the express written consent of the other party, except as required under Wisconsin law. For purposes of this Agreement, the term "third party" includes any person or entity except (i) the parties to this Agreement; (ii) any employee or agent of a party to this Agreement who has a reasonable need to know of this Agreement's existence and/or its terms; or (iii) governmental entities or persons who have obtained a lawful subpoena or court order for purposes of a lawfully conducted audit by a governmental agency.

12.5 Confidential Information. University acknowledges that, it and its Students enrolled in Program may gain knowledge and information about Wheaton Franciscan Healthcare-All Saint's patient bases, referral sources, finances, financial status, fee schedules, business operation, business plans, contract and arrangements with individuals, employers, other providers, health plans and payers, and their marketing and development plans and other

proprietary information (collectively referred to as "Confidential Information"), the confidential nature of which is of great importance to Wheaton Franciscan Healthcare-All Saints, and disclosure to or use of which by a competitor would result in serious damage to Wheaton Franciscan Healthcare-All Saints. Accordingly, University and Students enrolled in Program shall not divulge or disclose to any other person, firm, or organization, any Confidential Information acquired by University or any Program-enrolled Students hereunder unless such information is in the public domain or known by third parties to which Wheaton Franciscan Healthcare-All Saints intends to make any otherwise prohibited disclosure or use.

12.6 Exclusion from Federal Health Care Programs. University hereby represents and warrants that University is not and at no time has been excluded from participation in any federally funded health care programs, including Medicare and Medicaid. This representation includes the faculty, employees and Students who will participate in the Program pursuant to this Agreement. University agrees to immediately notify Wheaton Franciscan Healthcare-All Saints if it or any of its participating faculty, employees or Students are threatened or excluded from any federally funded health care program, including Medicare and Medicaid. In the event that University or any of its participating faculty, employees or Students are excluded from participation in any federally funded health care program during the term of the Agreement, or if at any time after the effective date of this Agreement it is determined that University is in breach of this requirement, Wheaton Franciscan Healthcare-All Saints, at its sole option, may terminate this Agreement immediately.

12.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties and contains all the agreements between the parties with respect to the subject hereof. This Agreement supersedes any and all other agreements, either in writing or oral, between the parties hereto with respect to the subject matter thereof.

12.8 Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin.

12.9 Non-Discrimination. The parties shall not unlawfully discriminate against any individual on the basis of race, creed, color, gender, religion, age, disability or national origin.

12.10 Non-Exclusive. The parties agree that University shall be free to enter into similar agreements with other facilities, and that Wheaton Franciscan Healthcare-All Saints shall be free to enter into similar agreements with other educational institutions.

12.11 Notices. All notices under this Agreement" shall be given in writing and: (a) personally delivered; (b) sent by telecopy, facsimile transmission or other electronic means of transmitting written communications; (c) sent by registered or certified U.S. Mail, return receipt requested and postage prepaid; or (d) by private recognized overnight mail courier service. The respective addresses to be used for all such notices are as follows:

(see next page)

If to University:

Provost & Vice Chancellor Lane Earns
University of Wisconsin - Oshkosh
800 Algoma Blvd.
Oshkosh, WI 54901-8622
Email: eams(@,uwosh.edu

If to Wheaton Franciscan Healthcare-All Saints:

Wheaton Franciscan Healthcare
Attn: Office of General Counsel
400 W. River Woods Parkway
Glendale, WI 53212

With a copy, to:

Wheaton Franciscan Healthcare-All Saints, Inc.
Attn: Radiography Program Supervisor
3801 Spring Street
Racine, WI 53405
Email: Linda\$zolwinski(c4w ihc.org

or to other such addresses or numbers as an entity from time to time may have designated by written notice to the other entities. If personally delivered, such communication shall be deemed delivered upon such delivery; if electronically transmitted or sent by recognized overnight courier, such communications shall be deemed delivered the next business day after transmission or deposit with such courier postage prepaid and properly addressed (and sender shall bear the burden of proof of delivery); and if sent by U.S. mail, such communication shall be deemed delivered two (2) days after deposit in the U.S. mail, postage prepaid and properly addressed (and sender shall bear the burden of proof of delivery).

12.12 Relationships.

- a. Parties. University, Wheaton Franciscan Healthcare-All Saints and their respective schools and employees shall at all times be independent contractors of the other. Nothing in this Agreement is intended or shall be construed to create an employment, partnership or joint venture relationship. Should any governmental agency question or challenge the independent contractor status of any party or its employees, said party, upon receipt of notice, shall promptly notify the other parties and afford them the opportunity to participate in any government agency discussion or negotiations irrespective of whom or by whom such discussions are initiated.
- b. Students. Students shall at all times be students and not employees or independent contractors by virtue of participating in the Program. Nothing in this Agreement is intended or shall be construed to create an employment or employee's helper relationship between a Student and either party of any employee or agent of either party. Students may not, in

any manner nor at any time, be utilized by Wheaton Franciscan Healthcare-All Saints or its Clinical Affiliates as employees or replacements for employees of Wheaton Franciscan Healthcare-All Saints or its Clinical Affiliates.

12.13 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

12.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

The Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin - Oshkosh

By J(/t)_____
John Koker, Dean of the College of Letters & Science

3/24/14
Date

By _____/2
Lane Earns, Provost & Vice Chancellor

3/25/14
Date

By
Richard Wells, Chancellor

3/25/14
Date

Wheaton Franciscan Healthcare-All Saints, Inc.

By Linda M. Szolwinski
Linda M. Szolwinski, Program Director

3-27-14
Date

By Kelley Grant, Director - Radiology
A -/J ()

3-28-14
Date

By Susan BOifil1d)C0

4-11-14
Date