

**AFFILIATION AGREEMENT FOR DIAGNOSTIC MEDICAL SONOGRAPHY**

**THIS AFFILIATION AGREEMENT FOR DIAGNOSTIC MEDICAL SONOGRAPHY** (the "Agreement") is effective as of the 22<sup>nd</sup> day of April, 2020 ("Effective Date") by and between **The Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin – Oshkosh** ("University"), and **Aurora Health Care Metro, Inc.**, a Wisconsin non-stock corporation, **for its Aurora St. Luke's Medical Center practice location** ("Aurora").

WITNESSETH:

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

WHEREAS, Aurora operates an acute care hospital, through its School of Diagnostic Medical Sonography ("SDMS"), and sponsors and administers a program with two distinct learning tracks (General/Vascular and Cardiac/Vascular) in diagnostic medical sonography ("Program") designed to provide baccalaureate candidates with clinical and academic educational experiences required for graduation; and

WHEREAS, University and Aurora 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 Aurora 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.

2. OPERATION OF THE PROGRAM

Aurora 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 on Accreditation of Healthcare Organizations or other accreditation agency; (ii) for the Program, maintain accreditation by the Joint Review Committee on Education in Diagnostic Medical Sonography; and (iii) maintain all licensures and approvals from the State of Wisconsin necessary for the operation of a hospital.

3. PLACEMENT OF STUDENTS IN THE PROGRAM

- 3.1 Program Capacity. Aurora shall determine the Program's capacity to accept Students for placement under this Agreement. SDMS shall communicate such capacity to University on or before September 1st of each year during the term of this Agreement for the academic year beginning the following fall.
- 3.2 Selection of Students. SDMS shall select Students for placement in the Program. University shall require all Students to apply for placement in the Program and shall, on or before January 31st of each year during the term of this Agreement, forward to SDMS a copy of each completed application. University agrees that all students selected by SDMS will enter the Program for completion of their professional education in diagnostic medical sonography. Students eligible for placement in the Program shall meet or exceed the following qualifications:
- 3.2.1. all admissions requirements of University as established by University in its admissions policies;
  - 3.2.2. all admissions requirements of the Program as established by the Program in its admissions policies;
  - 3.2.3. academic performance indicating an ability to understand what he or she will observe and/or perform while in the Program; and
  - 3.2.4. appreciation of the nature and seriousness of the work he or she will observe and/or perform.

Upon completion of the enrollment process, SDMS shall communicate to University the name of each Student selected for enrollment in the Program. University shall promptly notify each Student so selected and provide SDMS with each Student's current schedule and health report.

- 3.3 Termination or Continuation of Student's Enrollment. University or SDMS 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. Any Student who does not satisfactorily complete the academic course(s) required by the Program may, upon written approval of University and SDMS, repeat such course(s).
- 3.4 Orientation. SDMS shall provide Students with a comprehensive orientation to Aurora and the Program including duties, all applicable policies and procedures (including, but not limited to, applicable OSHA standards), and a tour of the physical plant.

4. FACULTY

4.1 Program Faculty. Aurora 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. SDMS 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.

4.2 University Faculty. University shall appoint an Educational Coordinator who shall be responsible for overall management of the Students' educational experience. University may offer adjunct faculty appointment to the Program Director, Medical Director, and those employees of Aurora designated to teach in the program provided each meets University's employment criteria.

5. SUPERVISION AND EVALUATION OF STUDENTS

5.1 Supervision. SDMS shall be primarily responsible for the supervision of Students enrolled in the Program. University and SDMS 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 Aurora's policies and procedures. Day-to-day supervision of Students shall be provided according to protocols or schedules agreed to by the Educational Coordinator and the Program Director.

5.2 Evaluation. SDMS shall be primarily responsible for the evaluation of Students. SDMS 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.

6. EVALUATION OF THE AFFILIATION

University and Aurora 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 academic educational experiences that meet their respective objectives.

7. POLICIES AND PROCEDURES REGARDING STUDENTS

7.1 Generally. University and SDMS 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 to Aurora Facilities and Patients. Aurora shall permit access at appropriate times and in accordance with appropriate conditions by Students to any and all areas of Aurora clinical sites 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. Aurora retains final responsibility and authority for all aspects of patient care, operations and management of Aurora.
- 7.3 Medical Services. University shall require each Student to comply with health policies of each party including, but not limited to, certifying that he or she has received, prior to reporting to the Program, appropriate immunizations, vaccines, and background checks. SDMS shall instruct Students regarding universal precautions to protect Students, patients and SDMS and hospital personnel from blood borne pathogens. SDMS shall instruct Students regarding additional precautions, procedures and practices that it expects of Students while in the Program and/or hospital. Aurora shall, consistent with its capabilities and policies, provide emergent or urgent medical care to any Student requiring such care while on Program premises, and shall promptly notify University when a Student becomes seriously ill or injured, or otherwise requires 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 Conduct. University and SDMS shall require each Student, while on Aurora'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, Aurora, and SDMS.
- 7.5 Timeliness. Each Student shall be required to report to SDMS at the assigned place and time, and to promptly inform SDMS and University of his or her inability to report to Aurora facilities as assigned.
- 7.6 Uniform and Identification. Each Student shall be required to wear the uniform or other clothing directed by SDMS and shall display proper identification on the uniform or clothing. Each Student's appearance shall always be neat and clean.
- 7.7 Personal Expenses. Aurora 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, medical care and incidentals.

8. FINANCIAL ARRANGEMENT

University shall collect from Students its full tuition for enrollment in the baccalaureate curriculum in diagnostic medical sonography. In consideration for providing the clinical and academic educational experience to Students enrolled in the Program, University shall pay to Aurora an amount detailed in the Memorandum of Understanding. Unless otherwise agreed in writing by the parties, such payment shall be made upon completion of the academic semester for the then-current academic year. Late payments shall accrue interest at the rate of one-and-one-half percent (1.5%) per month.

9. TERM AND TERMINATION

9.1 Effective Date and Term. This Agreement shall be for an initial term of two (2) years commencing as of the Effective Date, unless otherwise terminated pursuant to Section 9.2. Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless either party gives written notice to the other party hereto of the decision not to renew at least sixty (60) days prior to the end of the then current term or unless otherwise terminated pursuant to Section 9.2.

9.2 Termination. This Agreement may be terminated as follows:

9.2.1. 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 such time as the parties agree that the Agreement should terminate or for the remainder of the current academic year, whichever occurs first.

9.2.2. By Mutual Agreement. University and Aurora may terminate this Agreement at any time on any terms to which they agree in writing.

9.2.3. For Cause. In the event University or Aurora fails in any substantial manner to perform as required herein, this Agreement may be terminated as described below:

9.2.4. 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.

9.2.5. If the material breach is not resolved to the satisfaction of the non-breaching party during the thirty (30) day period as provided in 9.2.4 above, the non-breaching party shall immediately give the breaching party written notice of termination of the Agreement.

9.2.6. 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.

9.2.7. 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 Aurora ceases sponsoring the Program, Aurora shall promptly return to University any tuition received by Aurora 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

This is not an agreement to indemnify. Each party shall be responsible for its own actions and omissions and those of its employees, other personnel, or agents.

## 11. INSURANCE

11.1 University. University agrees to maintain, during the term of this Agreement, Comprehensive General Liability Insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) for each occurrence, with coverage to include, but not be limited to, personal and bodily injury, and broad form property damage liability. University shall also maintain Professional Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) annual aggregate, for its participating students, faculty, employees and agents. Should any of the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy. University shall provide Aurora with a certificate of insurance evidencing such insurance coverage.

11.2 Aurora. Aurora 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. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without thirty (30) days' prior written notice. University shall be named as an additional

insured under Aurora general liability policies of insurance. Aurora shall participate in the timely pay all required fees to the Wisconsin Patients Compensation Fund and shall maintain Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate per year. Aurora agrees that all such insurance may not be either revoked or reduced without at least thirty (30) days' written notice to University.

12. MISCELLANEOUS

12.1 Amendment and Modifications. This Agreement may be changed at any time with the written approval of the parties. Such amendments or modifications will be typed separately and signed by the parties and made a part of this Agreement.

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.

12.3.1. Student Records. The parties acknowledge that many 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.

12.3.2. Patient Health Care Records. The University and its faculty and other employees will comply with all applicable state and federal laws and regulations regarding patient privacy and data security, including but not limited to, the applicable provisions of the Administrative Simplification section of the Health Insurance Portability Accountability Act of 1996, codified as 42 U.S.C. & 1320 though d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts of 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts of 160, 162 and 164 and applicable state laws. The University will inform students of their obligation to comply with all applicable state and federal laws, rules, regulations regarding patient privacy, including, but not limited to, HIPAA. The University will inform students that they are required to comply with all Aurora policies and procedures provided to the University 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.

- 12.4 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.
- 12.5 Governing Law; Venue. This Agreement shall be governed by the laws of the State of Wisconsin as to interpretation, construction and performance. The venue for any dispute hereunder shall be in the Wisconsin Circuit Court of Milwaukee County and no party shall bring action in any other forum.
- 12.6 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.
- 12.7 Non-Exclusive. The parties agree that University shall be free to enter into similar agreements with other facilities, and that Aurora shall be free to enter into similar agreements with other educational institutions.
- 12.8 Notices. All notices under this Agreement shall be given in writing and: (a) personally delivered; (b) sent by registered or certified U.S. Mail, return receipt requested and postage prepaid; or (c) by private recognized overnight mail courier service. The respective addresses to be used for all such notices are as follows:

If to University: University of Wisconsin – Oshkosh  
Attn: Provost and Vice Chancellor  
800 Algoma Blvd.  
Oshkosh, WI 54901-8622

If to Aurora: Advocate Aurora Health, Inc.  
Attn: Chief Legal Officer  
750 West Virginia Street  
Milwaukee, WI 53204

With a copy to: Aurora Health Care Metro, Inc.  
180 W. Grange Avenue  
Milwaukee, WI 53207  
Attn: Sonography Program Supervisor

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).

12.9 Relationships.

12.9.1. Parties. University, Aurora and their respective schools and employees shall always 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.

12.9.2. Students. Students shall always 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. Student may not, in any manner nor at any time, be utilized by Aurora, its employees or members of its medical/dental staff as employees or replacements for employees of Aurora.

12.10 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.

12.11 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. Electronic copies shall be deemed to be as valid as the original.

**12.12 Disclosure Concerning Automatic Renewal Provision. As stated in Section 9.1 of this Agreement above, this Agreement will be automatically renewed for successive one (1) year terms unless either party declines the renewal.**

- 12.12.1. Each additional renewal is for a one (1) year period.**
- 12.12.2 There are no increases in charges during any renewal term unless the parties sign a written agreement to provide for an increase.**
- 12.12.3 To decline a renewal, a party must send written notice to the other party hereto in the manner and at the address specified in Section 12.8, at least sixty (60) days prior to the end of the then current term. As such, the written notice must be given before February 21<sup>st</sup> of the then current term, to decline a renewal for the next twelve (12) months.**
- 12.12.4 Please initial Section 12.12 below.**

<u>MS</u> University Initials	<u>  </u> Aurora Initials
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IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth below to be effective as of the Effective Date.

**The Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin – Oshkosh**

By Jeanne Schneider  
 Name Jeanne Schneider  
 Title AVC/Controller  
 Date: 6/30/2020

**Aurora Health Care Metro, Inc.**

By Dennis Potts  
 Name Dennis Potts  
 Title President  
 Date: 6/17/2020

  
 6/17/2020