

**Aurora St. Luke's Medical Center
School of Radiologic Technology**

STUDENT CLINICAL PLACEMENT AGREEMENT

This **STUDENT CLINICAL PLACEMENT AGREEMENT** (the "Agreement") is made and entered into as of the 27th day of August, 2014 by and between **Aurora Health Care Metro, Inc. d/b/a Aurora St. Luke's Medical Center School of Radiologic Technology** ("School"), a Wisconsin non-stock corporation, and **Aurora Health Care, Inc.** ("Clinical Affiliate"), a Wisconsin non-stock corporation, contracting on behalf of its affiliates listed on Exhibit A, attached hereto and incorporated herein, (School and Clinical Affiliate collectively referred to as the "Parties").

RECITALS

WHEREAS, School sponsors and administers a program in radiologic technology and seeks to provide clinical and educational experiences for its students ("Students"); and

WHEREAS, Clinical Affiliate is willing to provide supervised clinical and educational experiences for Students pursuant to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. RIGHTS AND RESPONSIBILITIES OF SCHOOL

In addition to its rights and responsibilities described elsewhere in this Agreement, School shall have the following rights and responsibilities:

1.1 Standards and Administration. School shall be responsible for developing the standards, mission and program goals of the School, and for preparing all instructional schedules and plans. School shall also provide administrative guidance for the School including program implementation, evaluation, development, fiscal planning and personnel planning.

1.2 Educational Supervision of Students. School shall assure that the faculty teaching at the School is qualified and maintain licensure or certification as appropriate.

1.3 Assigning Students to Clinical Affiliate. Consistent with the number of spaces available for Students, as determined by Clinical Affiliate and the Joint Review Committee on Education in Radiologic Technology ("JRCERT"), School shall be solely responsible for selecting Students to be assigned to Clinical Affiliate. School shall notify Clinical Affiliate of the Students assigned to Clinical Affiliate at least one (1) month before the starting date of the program or new clinical rotation. School and Clinical Affiliate shall agree to the Student's clinical assignment schedules. Clinical Affiliate

reserves the right to restrict Student radiographers from performing clinical services with respect to particular patients within Clinical Affiliate.

1.4 Preparation of Students for Clinical Placement. School shall, through qualified School faculty, review the preparedness of each Student assigned to Clinical Affiliate so as to assess whether the Student will benefit from such assignment. School shall be responsible for ensuring each Student undergo a drug screen and screening physical examination prior to clinical placement. School shall encourage students to maintain good health practices and to purchase hospitalization insurance.

School shall conduct reasonable inquires and investigations into the criminal background of its Students to determine whether Students are permitted to have access to patients in accordance with State Law. The results of such inquiries or investigations, if problems are revealed, may constitute the basis for Clinical Affiliate to request that a Student not be assigned to or be reassigned from Clinical Affiliate.

1.5 Clinical Instructors. Clinical Affiliate will appoint a clinical instructor/ liaison who coordinates the activities of the student radiographers at the Clinical Affiliate site. The clinical liaison will work cooperatively with School faculty to provide clinical evaluation of each student. School shall provide a clinical coordinator to oversee Student activities and serve as a resource for the clinical liaison. The clinical coordinator shall be responsible for the overall management of the Students' experience at Clinical Affiliate and will conduct routinely scheduled site visits while Students are on site. The clinical coordinator shall report directly to the Program Director of the School.

1.6 Course Materials and On-Site Visits. Clinical Affiliate will review the student policy handbook, program objectives, and course outlines online at www.aurora.org/radtech. School shall, upon request, have the right to conduct on-site visits at Clinical Affiliate at reasonable times.

1.7 Accreditation and Licensure. School shall maintain at all times during the term of this Agreement, on behalf of the School (i) all necessary licensures and approvals from the State of Wisconsin for School and (ii) accreditation by the Joint Review Committee on Education in Radiologic Technology. School shall, upon request, have the right to tour Clinical Affiliate at reasonable times for the purposes of attaining and maintaining such accreditation or licensure.

1.8 Insurance. Pursuant to Section 7.1 of this Agreement, School shall provide, at no cost to Clinical Affiliate, professional liability insurance for each Student assigned to Clinical Affiliate.

1.9 Due Process for Students. School is responsible for ensuring that there are mechanisms in place for student grievances or concerns.

2. CLINICAL AFFILIATE RIGHTS AND RESPONSIBILITIES

In addition to its rights and responsibilities described elsewhere in this Agreement, Clinical Affiliate shall have the following rights and responsibilities:

2.1 Final Authority. Clinical Affiliate shall be responsible for and retain absolute control over all aspects of patient care, operations and management of Clinical Affiliate.

2.2 Clinical Instructors. Clinical Affiliate shall provide a clinical instructor / liaison to supervise Student activities. The number of instructors shall be agreed to by both parties and will be based upon the number of Students assigned to Clinical Affiliate sites and JRCERT requirements. The clinical instructors shall be responsible for the overall management of their assigned Students' experience at Clinical Affiliate and will be responsible for the supervision of their assigned Students while such Students are involved in clinical activities. The clinical instructor(s) shall work cooperatively with the Program Faculty to provide clinical evaluation of the Student.

2.3 Clinical Instruction. Consistent with the School's objectives, Clinical Affiliate shall provide clinical experience in radiographic procedures to all Students assigned to Clinical Affiliate. Clinical Affiliate shall supervise such Students at all times while they are involved in clinical activities. Clinical Affiliate shall inform the School regarding changes in the clinical facilities that may affect the education program provided for herein.

2.4 Licensure and Accreditation. Clinical Affiliate shall maintain, at all times during the term of this Agreement: (i) all necessary licensure and approvals from the State of Wisconsin and (ii) accreditation from The Joint Commission.

2.5 Faculty and Student Access. Clinical Affiliate shall permit access and use by the School faculty and Students of: (i) supplies and equipment as reasonably required to support Students' clinical development, (ii) patient records, care plans, and references, as legally permissible, (iii) procedure guides and policy manual, and (iv) standard clinical references, such as medical dictionary, information on diagnostic tests, and standard references suitable to the clinical area and program.

2.6 Removal of Student. Clinical Affiliate retains the right to require the removal from and deny access to its facilities of any Student or faculty member whose professional conduct is disruptive, disreputable, or otherwise destructive of the established practices of Clinical Affiliate or its standing in the community. Such action shall be reported immediately to the office of the Program Director of the School. Provided that such action is not based upon unlawful discrimination, the School shall honor such request by immediately discontinuing the Student's clinical assignment at Clinical Affiliate. Discontinuation of a Student's clinical assignment at Clinical Affiliate will not necessitate removal of the Student from enrollment at the School. School retains total responsibility

for decisions regarding continued enrollment in the School, and Clinical Affiliate neither has nor obtains any obligation in such regard.

2.7 Patient Welfare. Clinical Affiliate may resolve any problem situation in favor of the patient's welfare and restrict the School's personnel or Students involved to an observer role until the staff in charge and the instructor can resolve any incident.

2.8 Safety. Clinical Affiliate shall maintain all clinical education settings in compliance with applicable state and federal safety laws.

2.9 Miscellaneous. Clinical Affiliate shall be responsible for keeping its personnel informed regarding the rights and privileges of the School, Students and faculty. Policies, rules, regulations, and new developments shall from time-to-time be formalized as written Standards and Regulations by Clinical Affiliate for the purpose of informing Students, faculty, and Clinical Affiliate personnel of the duties, responsibilities and privileges of School, Students and faculty members.

3. JOINT RIGHTS AND RESPONSIBILITIES

3.1 Liaison Personnel. The Parties shall provide liaison personnel from an appropriate department for regular meetings to assure systematic planning and the exchange of information regarding policy changes, problems, and new developments. Where conflict exists in rules, regulations, or questions of nursing, the situation shall be resolved in favor of the patient's welfare. Such conflict shall be referred to the Parties representatives.

3.2 Evaluation of Students. Recognizing that School bears primary responsibility for evaluation of Students, Clinical Affiliate shall collaborate with such efforts to evaluate Students by providing timely feedback and input to the School's Program Director and other faculty regarding schedules, protocols and Students' performance at Clinical Affiliate.

4. STUDENT RIGHTS AND RESPONSIBILITIES

4.1 Conduct. Students shall abide by the policies and regulations of the School. At all times while on Clinical Affiliate premises, students shall abide by the policies, rules and regulations established by Clinical Affiliate and shall conduct themselves in a professional manner.

4.2 Status. Students shall at all times and for all purposes be treated as students. Nothing in this Agreement is intended or shall be construed to create an employment, employee's helper or independent contractor relationship between a Student and either party or either party's employees or agents. Students will not be compensated or reimbursed for providing Services at Clinical Affiliate during the course of the educational program.

4.3 Patient Information. Students are fully aware of and must comply with the requirements regarding confidentiality of patient information.

4.4 Health Policies. Each Student shall be required, upon request of either party, to comply with reasonable health policies of the Parties including, but not limited to providing evidence of the following prior to reporting to Clinical Affiliate: (i) completion of a physical examination showing general good health and freedom from tuberculosis, and (ii) current immunizations for diphtheria, poliomyelitis, tetanus, rubella, rubeola influenza and any other immunizations Clinical Affiliate deems appropriate.

4.5 Dress Code. Students shall abide by the dress code as directed by the School, and shall display proper identification on the uniform or clothing as required by the School.

5. TERM and TERMINATION

5.1 Term. This Agreement shall be effective January 1, 2015 and continue for a term of five (5) years, ending December 31, 2020.

5.2 Termination. This Agreement may be terminated as follows:

5.2.1 By Unilateral Action. Either party may terminate this Agreement for any or no reason, provided that it has given not less than sixty (60) days prior written notice of its intent to terminate to the other party.

5.2.2 By Mutual Agreement. School and Clinical Affiliate may terminate this Agreement at any time on any terms to which they agree in writing.

5.2.3 Automatic Termination. School may terminate this Agreement immediately upon written notice to Clinical Affiliate if Clinical Affiliate fails to maintain full and unrestricted accreditation and licensure as required under Section 2.4 of this Agreement. Clinical Affiliate may terminate this Agreement immediately upon written notice to School if School fails to maintain accreditation and licensure as required under Section 1.7 of this Agreement.

5.3 Effects of Termination. In the event that Clinical Affiliate terminates this Agreement pursuant to Section 5.2.1, Clinical Affiliate agrees to continue providing clinical education to any Student currently enrolled in the School until such Students have completed the twenty four months (24) of education.

6. 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.

7. INSURANCE

7.1 School. School shall maintain in full force and effect, at no cost to Clinical Affiliate, 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. School shall also maintain in full force and effect Professional Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) in aggregate per year, for its participating students, faculty, employees and agents. Should any of the described policies be cancelled before expiration date thereof, notice will be delivered in accordance with the policy. School shall provide Clinical Affiliate with a certificate of insurance evidencing such insurance coverage.

7.2 Clinical Affiliate. Clinical Affiliate shall 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 and shall provide School with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be cancelled without thirty (30) days prior written notice. Clinical Affiliate shall participate in and timely pay all required fees to the Wisconsin Injured Patients and Families 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 the aggregate per year. Clinical Affiliate agrees that all such insurance may not be either revoked or reduced without at least thirty (30) days written notice to School. Evidence of such insurance shall be provided to School upon request.

8. NOTICES

All notices under this Agreement shall be in writing and shall be deemed to have been properly delivered, or sent by certified mail:

If to School: Aurora St. Luke's Medical Center
School of Radiologic Technology
180 W. Grange Avenue
Milwaukee, WI 53207
Attn: Radiography Program Supervisor

If to Clinical Affiliate: Aurora Health Care, Inc.
750 W. Virginia Street
Milwaukee, WI 53204
Attn: General Counsel

Or at other such addresses as a party from time to time may have designated by written notice to the other party.

9. NON-EXCLUSIVE

The Parties agree that School shall be free to enter into similar agreements with other facilities, and that Clinical Affiliate shall be free to enter into similar agreements with other educational institutions.

10. GOVERNING LAW

The laws of the State of Wisconsin as to interpretation, construction and performance shall govern this Agreement. 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.

11. INVALID PROVISION

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. ASSIGNMENT

This Agreement shall be binding upon the parties hereto, their successors, legal representatives and assigns, but no assignment of this Agreement or any interest herein by either party shall be valid without the prior written consent of the other party, except that School may assign this Agreement without Clinical Affiliate's approval to an entity that is related to School by virtue of a common parent corporation or to an entity that is, directly or indirectly, wholly owned or controlled by School.

13. RELATIONSHIP OF PARTIES

School and Clinical Affiliate, and their respective employees, shall be independent contractors of the other with respect to this Agreement. 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 School, Clinical Affiliate, or their employees, both School and Clinical Affiliate, upon receipt by either of them of notice, shall promptly notify the other party and afford the other party the opportunity to participate in any government agency discussion or negotiations irrespective of whom or by whom such discussions are initiated.

14. CONFIDENTIALITY OF RECORDS

14.1 Student Records. School and Clinical Affiliate 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 specific student data to anyone other than School.

14.2 Patient Health Care Records. School and Clinical Affiliate acknowledge that patient health care records are protected under Sections 146.82 and 51.30, Wis. Stats., 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 said statutes govern Student health care records submitted to School by Students upon application to School.

14.3 Health Insurance Portability and Accountability Act. The Parties acknowledge their respective obligations governing the privacy and security of health information pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”) and its implementing regulations (“the Privacy Rule”). School agrees that students and faculty that participate in the Program hereunder will not use or disclose Protected Health Information, as that term is defined in 45 C.F.R. § 160.103, obtained in the course of the Program for purposes other than those related to the Program. Further, participating Students and faculty agree not to use or disclose Protected Health Information obtained in the clinical setting for any non-clinical purposes, including teaching or educational purposes, unless the participant either (1) obtains an authorization, compliant with the Privacy Rule, from each patient whose Protected Health Information is sought to be used; (2) de-identifies the Protected Health Information in accordance with the Privacy Rule; or (3) uses a “limited data set” as defined in the Privacy Rule, and signs a Data Use Agreement with Clinical Affiliate. In addition to the general training provided for below, School agrees to train participating Students and faculty as necessary regarding how to obtain patient authorization, de-identify Protected Health Information, and create limited data sets. The Parties agree that if future modifications or clarifications are made to the Privacy Rule that necessitate amendments to this Agreement, the Parties will make such amendments. For purposes of HIPAA only, Students are, with respect to their interactions with patients/clients and their educational activities at Clinical Affiliate, under the direct control of Clinical Affiliate and are thus considered to be members of Clinical Affiliate “workforce,” as that term is defined in 45 C.F.R. § 160.103.

15. NON-DISCRIMINATION

School and Clinical Affiliate shall not unlawfully discriminate against any individual on the basis of race, creed, color, gender, religion, age, disability or national origin, and shall comply with all applicable anti-discriminatory laws and policies promulgated by School.

16. WAIVER

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.

17. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement constitutes the entire and only agreement 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. This Agreement may be amended or changed only by the execution of an amendment duly executed by both parties. Such amendments or modifications will be typed separately and signed by both parties, and made part of this Agreement.

18. 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 executed this Agreement effective as of the date first written above.

Aurora Health Care Metro, Inc.

Aurora Health Care, Inc.

By Dennis Potts
Name Dennis Potts
Title President

By Gail Hanson
Name Gail Hanson
Title Treasurer



Exhibit A

Aurora St. Luke's Medical Center

Aurora St. Luke's South Shore

Aurora Sinai Medical Center

Aurora West Allis Medical Center

Aurora Medical Center Summit

Aurora Medical Center Grafton

Lakeshore Medical Clinic