CLINICAL PRACTICE AGREEMENT for EMERGENCY MEDICAL SERVICE PROVIDERS

This Clinical Practice Agreement for Emergency Medical Service Providers ("Agreement") is made and entered into effective as of the _____ day of December, 2016 (the "Effective Date"), by and between the City of Waukesha, a Wisconsin municipal corporation, on behalf of its Fire Department ("Department") and Aurora Health Care Southern Lakes, Inc., a Wisconsin non-stock corporation, d/b/a Aurora Medical Center Summit ("Hospital").

Recitals

WHEREAS, Hospital is an acute care hospital; and

WHEREAS, Department is an emergency medical services provider offering emergency response services in the Hospital's community; and

WHEREAS, Department desires to have emergency medical professionals who work for the Department ("Students") gain training related to the provision of patient care ("Training"); and

WHEREAS, Hospital is willing to accept Students from the Department to participate in Training;

NOW, THEREFORE, the parties agree as follows:

- 1. <u>Qualification of Students</u>. Department shall ensure that all Students seeking Training at Hospital comply with Hospital's policies related to health screenings, background checks and all other pre-placement screening requirements set forth in Hospital's policies applicable to clinical placements. Department will ensure that all Students placed at Hospital are covered by a professional liability policy in amounts acceptable to Hospital. Evidence of such insurance shall be provided to Hospital before any Student may begin Training.
- 2. <u>Obligations of Hospital</u>. Hospital shall provide Students with clinical educational experience as set forth on <u>Exhibit A</u> of this Agreement.
- 3. <u>Compliance</u>. Department shall ensure that any Student participating in Training complies with all applicable laws and regulations as well as all of Hospital's policies and procedures. Hospital shall have the right to immediately terminate the participation of any Student who fails to comply with such requirements.

4. <u>Communications</u>. All communications and notices required by this Agreement shall be directed to:

Hospital

Aurora Medical Center Summit 36500 Aurora Drive Summit, WI 53066 Attn: President

With a copy to: Aurora Health Care, Inc 750 West Virginia Street Milwaukee, WI 53204 Attn: General Counsel <u>Department</u>

City of Waukesha Fire Department 130 W. St. Paul Ave. Waukesha, WI 53188 Attn: Fire Chief

- 5. <u>Term.</u> This Agreement shall commence on the Effective Date and shall continue in effect for an initial term of one (1) year. Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless otherwise terminated in accordance with Section 6 below.
 - 6. <u>Termination</u>. This Agreement may be terminated as follows:
 - (a) by either party, for any reason, upon thirty (30) days written notice to the other party;
 - (b) upon the mutual agreement of the parties; or
 - (c) immediately by Hospital in the event that it determines that the participation of any Student jeopardizes the health or safety of any patient or employee of Hospital.
- 7. <u>Acknowledgement</u>. The parties acknowledge and agree that the services provided by Hospital pursuant to this Agreement are in furtherance of its charitable mission as a tax-exempt, non-profit corporation and are intended for the benefit of Hospital's community.
- 8. <u>Counterparts</u>. This Agreement may be executed in counterparts, any one of which need not contain the signature of more than one party, but all of which, together, shall comprise one and the same agreement. Facsimile or scanned copies shall be deemed to be as valid as the original.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date written above.

Aurora: Aurora Health Care Southern Lakes, Inc.	Department: City of Waukesha
By: Carrie Killoran, Vice President	By:
	Print Name:
Date:	Its:
	113
	Date:

Exhibit A

Training Description

Hospital shall provide Students with a clinical educational experience as follows:

 Students may be allowed to perform all skills, at their state licensed level, that fall within the WI EMS Scope of Practice, found at: https://www.dhs.wisconsin.gov/ems/licensing/scope.htm

Training must occur under the direction of an Aurora Caregiver who has appropriate clinical privileges at Hospital and who expressly agrees to observe Student and intervene as appropriate to patient care.