ADVOCATE AURORA HEALTH CME

Presenter Services AGREEMENT

This **PRESENTER SERVICES AGREEMENT** (“Agreement”) is by and between **Advocate Aurora Health,** a non-stock corporation, on behalf of itself and its affiliates (“**Advocate Aurora**”) and **[insert name]**, an adult resident of the State of **[insert state]** (“**Presenter**”).

Recitals

1. Advocate Aurora desires to engage Presenter to speak to Advocate Aurora’s **[insert target audience]** and other invited guests for purposes of educating the attendees on the subjects set forth on Exhibit A (“Event”) on the terms and conditions specified in this Agreement.
2. Presenter holds itself out to the public as a speaker, accepts numerous speaking engagements and is interested in speaking at the Event on the terms and conditions specified in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties agree as follows:

**1.** **Responsibilities of Presenter**

 1.1 Provision of Services. Presenter agrees to provide the services set forth in Exhibit A, attached to and incorporated into this Agreement (“Services”).

1.2 Time Commitment. The parties agree that Presenter will devote the time specified on Exhibit A preparing for and speaking at the Event.

 1.3 No Patient Care Services Provided. The parties acknowledge and agree that this Agreement does not cover or include the provision of any direct patient care services and Presenter does not need, and will not have access to, protected health information or any other information about patients to perform this engagement.

 1.4 No Violation. Presenter represents and warrants that Presenter is not violating the terms of any other agreement or employment relationship by entering into this Agreement or providing the Services.

**2. Responsibilities of Advocate Aurora**

 2.1 Advocate Aurora will employ or arrange for Advocate Aurora personnel and provide audiovisual equipment for the presentation and additional support services as Advocate Aurora deems necessary and appropriate to facilitate Presenter’s performance of the Services (“Facilities”).

 2.2 It is understood that the sole purposes of Advocate Aurora providing the Facilities to Presenter is to facilitate the Services to be performed by Presenter and the success of the Event.

**3. Compensation; Travel Expenses**

 3.1 Advocate Aurora and Presenter agree that, as sole compensation for Presenter’s provision of Services, Advocate Aurora will pay Presenter the amount specified on Exhibit A within thirty (30) days of the Event.

3.2 If required and agreed upon in advance, Advocate Aurora will arrange for and pay for a modest hotel for Presenter per the Advocate Aurora Travel Policy.

3.3 Presenter will submit original receipts or other documentation reasonably acceptable to Advocate Aurora for reimbursement within thirty (30) days following the Event. Advocate Aurora will reimburse approved reasonable travel expenses per the Advocate Aurora Travel Policy within forty-five (45) days following receipt of original documentation for the expenses incurred.

3.4 Both parties acknowledge and agree that the compensation paid to Presenter is commercially reasonable and consistent with fair market value for the Services.

**4. Term and Termination**

 4.1 Term. This Agreement will be effective as of the date it is fully executed and will remain in effect for a period of thirty (30) days from the date of the Event. Notwithstanding the foregoing, commitments made or obligations incurred prior to termination of this Agreement will remain in full force and effect, including the obligation to reimburse reasonable travel expenses as specified in Section 3 above.

 4.2 Termination. Advocate Aurora and Presenter may terminate this Agreement at any time upon written fifteen days (15) advance written notice to the other party.

**5. Miscellaneous**

5.1 Independent Contractors. Notwithstanding any other provision to this Agreement, it is expressly acknowledged and agreed by the parties hereto that Presenter is an “independent contractor” with respect to Advocate Aurora and that nothing in this Agreement is intended to, nor shall be construed to, create an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Advocate Aurora will not withhold any taxes or other withholdings from the Speaker Fee (as this term is defined in Exhibit A). Presenter is solely responsible for all tax and withholding obligations incurred as a result of receipt of the Speaker Fee.

 5.2 Assignment and Amendment. The assignment of this Agreement in whole or in part by Presenter is expressly prohibited. This Agreement may be amended during its term only by a writing signed by both Aurora and Presenter.

 5.3 No Payment for Referral. It is understood and agreed that no payment is being made hereunder to induce or encourage any referrals or other business arrangements among the parties. In the event there is a need for a referral for health care services, each party is free to make referrals to any party such party determines is appropriate and there is no understanding or intent, expressed or implied, concerning referrals between the parties. This arrangement is entered into in order to facilitate education of the participants and other invitees of the Event.

 5.4 Notices. Notices or communications required or permitted to be given under this Agreement shall be given to the respective parties by hand delivery or registered/certified mail at the addresses set forth in Exhibit A. Either party may change the address for notice by a notice given in conformance with this section.

 5.5 Venue/Choice of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.  Venue for any dispute shall be in the Wisconsin Circuit Court for Milwaukee County.  Both parties waive trial by jury in any action related to this Agreement.

 5.6 Counterparts. 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 and scanned copies shall be deemed to be as valid as the original.

 5.7 Compliance with Laws. Each party to this Agreement represents and warrants that it will adhere to and comply with all applicable federal, state and local laws.

5.8 Subrogation and Indemnification. Presenter agrees to waive subrogation and indemnifies Aurora against third party claims.

5.9 Warranties. Presenter represents, warrants and agrees: (a) that the services shall be performed in a timely, professional, competent, good and workmanlike manner and in accordance with industry professional standards and best practices and the requirements of this Agreement; (b) that in performing its obligations under this Agreement, Presenter shall comply with all applicable laws, regulations, codes and ordinances; and (c) that the individuals or entities providing services hereunder are not, and during the term of this Agreement will not be, listed by any governmental agency as excluded, debarred, or otherwise ineligible for participation in any governmental health care program and that it will promptly notify Aurora of any such listing.

IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

|  |  |  |
| --- | --- | --- |
| **Advocate Aurora Health, Inc.** |  | **Presenter** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name:  |  | Name:  |
| Title:  |  |  |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

Exhibit A

**Educational Activity Name: [insert]**

**Duties/Responsibilities of Presenter: [insert]**

**Speaker Fee:** **[insert]**

**Notices:**

If to Advocate Aurora, to: Advocate Aurora Health Inc.

 750 West Virginia Street

 Milwaukee, WI 53204

Attn: Chief Legal Officer

If to Presenter, to: **[insert notice address]**