

**AFFILIATION AGREEMENT BETWEEN
FROEDTERT HEALTH, INC. AND**

THIS AGREEMENT, effective as of the ____ day of _____, 20____, is made by and between Froedtert Health, Inc. f/k/a Froedtert & Community Health, Inc. (“**FH**”), on behalf of its affiliates Froedtert Memorial Lutheran Hospital, Inc., Community Memorial Hospital of Menomonee Falls, Inc., St. Joseph’s Community Hospital of West Bend, Inc., West Bend Clinic, Inc., and Froedtert Physician Partners, Inc. (each affiliate is referred to as the “**FH Affiliate**”), and the educational institution named above (“**the School**”) in order to document the terms and conditions under which any FH Affiliate will make its facilities available for the education of the School’s students in one or more of the health care professions. FH and the School are each a “party” and collectively the “parties” herein.

RECITALS

WHEREAS, FH is the parent corporation for a health system that includes the FH Affiliates and each FH Affiliate operates a Wisconsin acute care hospital in or through which are provided a variety of inpatient and outpatient services, is a multi-specialty physician clinic, or is an outpatient or other health care services provider; and

WHEREAS, the School is an institution that provides education to its students in the pursuit of an academic degree or professional certification; and

WHEREAS, FH and the FH Affiliates provide clinical settings, resources, equipment and personnel to assist the School in the education and training of the School’s students; and

WHEREAS, the parties desire to replace any prior Affiliation Agreement between any FH Affiliate and the School, this Agreement will, effective as of the date hereof, supersede and replace all prior Affiliation Agreements between any FH Affiliate and the School; and

WHEREAS, FH and the School also desire that any Program Memorandum between any FH Affiliate and the School in effect as of the date hereof continue to remain in effect in accordance with its terms.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth in this Agreement, FH and the School agree as follows:

1. Program Memorandum. Each educational program of the School that is subject to this Agreement (hereinafter called “**the Program**,” whether one or more) must be identified in a Program Memorandum accompanying or otherwise referencing this Agreement. Any Program Memorandum between any FH Affiliate and the School in effect as of the date hereof shall continue unchanged and in effect in accordance with its terms. In the event of a conflict between any pre-

existing Program Memorandum and this Agreement, this Agreement shall control. If more than one educational program of the School is or becomes subject to this Agreement, there will be a separate Program Memorandum for each such program and each such program will be considered “the Program” for purposes of this Agreement. The Program Memorandum will:

- (a) Identify the FH Affiliate in which the Program will occur;
- (b) Indicate the employees of the School and the FH Affiliate responsible for maintaining liaison between the two institutions for purposes of the Program;
- (c) Indicate whether the FH Affiliate is assigning a preceptor to students in the Program;
- (d) Indicate the maximum number of students from the School who will be permitted to participate in the Program at the FH Affiliate during any one semester or session;
- (e) Provide the term of the Program, if any; and
- (f) Provide such other information as may be required under this Agreement or as may be appropriate for the operation of the Program at the FH Affiliate.

2. Responsibilities of the School for the Program in General. The School will:

- (a) Develop the overall curriculum and objectives for the Program;
- (b) Establish and maintain all necessary and applicable licensures and approvals from the State of Wisconsin and accreditation for each Program with all appropriate accrediting agencies and promptly notify the FH Affiliate of any change in its accreditation or licensure status;
- (c) Admit to the Program only qualified students who meet the School’s requirements for admission;
- (d) Assign to the Program only those students who meet the School’s standards of health and competence and are otherwise able to perform the essential functions of the Program;
- (e) Notify the FH Affiliate at least one month in advance of the beginning of each session or semester the identity of the students assigned to the Program and of the School’s compliance with Sections 10(b)-(d) of this Agreement;
- (f) Advise faculty members and students they must abide by the applicable FH Affiliate policies; and
- (g) Maintain all permanent student records.

3. Instruction Plan. The School will develop an instruction plan describing how the FH Affiliate’s facilities will be used to meet the objectives of the Program. The instruction plan must be approved by the FH Affiliate before students are assigned to the FH Affiliate, but such approval will not be unreasonably withheld.

4. Coordinator. The Program Memorandum will identify the member of the School's faculty who will be the coordinator for the Program. The coordinator must be qualified and, if appropriate, licensed in the health care profession covered by the Program. The coordinator will be responsible for overall management of the School's students and faculty members at the FH Affiliate. If the Program Memorandum does not provide for the FH Affiliate's assignment of a preceptor, the coordinator or a faculty member under the supervision of the coordinator must be present whenever the School's students are on the FH Affiliate's premises as part of the Program.

5. Role of Faculty Members. If the Program Memorandum does not provide for the FH Affiliate's assignment of a preceptor for the Program, the School's faculty, acting under the supervision of the coordinator, will be responsible for instructing the students assigned to the FH Affiliate for experience in the Program. Any faculty instructors must be qualified and, if appropriate, licensed by the State of Wisconsin in the health care professions covered by the Program. An orientation period will be arranged so that the coordinator and faculty members in the Program can become familiar with the FH Affiliate's policies, practices, and facilities before instructing students in the FH Affiliate. The faculty members in the Program will also be given a reasonable opportunity to serve as resource persons for the FH Affiliate's staff.

6. Preceptor. If the Program Memorandum provides for the FH Affiliate's assignment of a preceptor, the preceptor assigned will be qualified and, if appropriate, licensed in the health care profession covered by the Program.

7. Duties of Coordinator/Preceptor. The coordinator for the Program (or, if the Program Memorandum provides for the FH Affiliate's assignment of a preceptor for the Program, the preceptor) will be responsible for planning, implementing and supervising all experiences of the School's students at the FH Affiliate. By way of illustration and not of limitation, such responsibility includes performing or arranging for the performance of the following specific duties:

- (a) Instructing the students in accordance with educational objectives and course outlines developed pursuant to the instruction plan referred to in Section 3;
- (b) Assigning and rotating the students in the areas of experience;
- (c) Evaluating student performance on a regular basis;
- (d) Making necessary reports to the School regarding the experience, including student performance and any unsatisfactory conduct on the part of students or faculty members; and
- (e) Enforcing the policies and regulations of both the School and the FH Affiliate as they apply to the circumstances of education.

8. Responsibilities of the FH Affiliate. The FH Affiliate will:

- (a) Retain full responsibility for all care given to its patients, which responsibility does not limit the School's obligations under Section 11;
- (b) Have final authority for all aspects of patient care including whether to have a faculty member or student observe and/or participate in patient care;

(c) Maintain facilities suitable for the Program that meet the standards of all appropriate accrediting agencies;

(d) Recognize the School's students as participants in an educational program and, subject to the needs of the FH Affiliate's patients, cooperate to provide appropriate learning situations and orientation to the facility and department;

(e) Report promptly to the coordinator or preceptor, whichever applies, any unsatisfactory progress or conduct of any students or faculty members;

(f) To the extent space is available, provide, for educational purposes, rooms or areas where groups of students may hold discussions relating to the Program;

(g) Provide access to sources of information for educational purposes, including procedure guides, policy manuals, library facilities, and standard references;

(h) Permit students to use such supplies and equipment as are commonly used by members of the health care profession covered by the Program;

(i) Encourage members of its staff to participate as appropriate in the Program as resource persons and experts and to assist in the planning and implementation of selected aspects of the education provided;

(j) Provide, to the extent of its capabilities and policies, emergency or urgent medical care or transportation to an appropriate facility for any student or faculty member requiring such care while on the FH Affiliate's premises, however, the parties acknowledge and agree that any costs associated with such care or transportation shall remain the responsibility of the individual student or faculty member;

(k) If the Program Memorandum so requires, provide a preceptor for the Program;

(l) Provide feedback to the School regarding students' performance in the Program; and

(m) Retain final authority on whether to immediately remove a faculty member or student from a Program if it determines the individual exhibits inappropriate behavior, is disruptive, does not comply with the FH Affiliate rules or policies, poses a threat to the health, safety or welfare of a patient, employee or other person, or for any other reason deemed necessary by the FH Affiliate.

9. Patient Health Care Records. Subject to the requirements of Wisconsin and federal law, to the extent performance of their duties in connection with the Program requires access to patient health care records, a faculty member or student may have access to the health care records of a particular patient if such faculty member or student is rendering assistance to the patient, is being consulted regarding the health of the patient, or the life or health of the patient appears to be in danger and the information contained in the health care records may aid the faculty member or student in rendering assistance.

10. Status and Responsibilities of Students and Faculty Members.

(a) Students and faculty members participating in the Program are subject to the authority, policies, and regulations of the School. In connection with their experience at the FH Affiliate, however, students and faculty members are subject to the same standards and policies as are set for the FH Affiliate's employees in matters relating to the welfare of the FH Affiliate patients.

(b) The School agrees to screen all students and faculty to ensure that no one having access to and providing services to the FH Affiliate's patients has been convicted of a criminal offense related to health care and is not excluded or otherwise ineligible to participate in the Medicare or Medicaid programs. In the event any student or faculty is so excluded, the School agrees to exclude such person from participating in the Program. Further, the School agrees that it will assure all of its students and faculty having access to the FH Affiliate facilities under this Agreement meet the health standards of the FH Affiliate, as specified in Exhibit A. The FH Affiliate also reserves the right to impose additional health standards on students and faculty from time-to-time based on guidelines and recommendations of the Centers for Disease Control for the prevention of healthcare-associated infections.

(c) The School agrees to take such safety precautions as are customary in the health care industry and specifically agrees to comply with all aspects of the Occupational Safety Health Administration Regulations and Standards, including all provisions of Exhibit B, attached hereto, and to cooperate fully with the FH Affiliate in enforcing such standards and regulations for all activities on the FH Affiliate's premises. The School acknowledges independent responsibility for such compliance and that the School's students and faculty members shall be permitted to participate in the FH Affiliate's training program at no cost to the School, but such participation shall not relieve the School of its responsibility to train its students and faculty and others having access to the FH Affiliate's facilities. The School agrees that it will supply documentation of all training and other compliance efforts upon request of the FH Affiliate.

(d) The School shall conduct a Caregiver Background Check in accordance with the regulations set forth in Wisconsin Administrative Code Chapter DHS 12 for all students and faculty participating in the Program. The School agrees to not allow any individual who is barred from providing services under Chapter DHS 12 or who has committed "misconduct" as defined under Ch DHS 13 to participate in any Program activities at the FH Affiliate. The School agrees to notify the FH Affiliate if any faculty member or student has been convicted of a crime. The FH Affiliate shall make the determination whether or not to permit such an individual to participate in Program activities at the FH Affiliate. The School agrees that it shall provide a copy of the Background Information Disclosure ("BID") form to the FH Affiliate for all faculty and students participating in the Program and the School shall make available to the FH Affiliate at the FH Affiliate's request any and all background check data for faculty and students participating in the Program, to the extent possible. The School agrees that the FH Affiliate may exclude faculty members and students from the Program until the FH Affiliate has received the faculty member's or student's BID form and/or requested background information check data. The School shall have a continuing duty to update the FH Affiliate so as to keep the information reported on the BID forms current and accurate at all times. The School agrees to report and to require its faculty and students to report to the FH Affiliate, all allegations of

misconduct, as defined under Chapter DHS 13, involving the School's faculty and students with respect to the performance of their duties under this Agreement.

(e) Students participating in the Program at the FH Affiliate will have the status of learners and neither they nor any accompanying faculty members will replace the FH Affiliate's staff.

(f) No student or faculty member participating in the Program may be deemed an employee of the FH Affiliate for purposes of Social Security, worker's compensation, unemployment compensation, or any other purpose, by virtue of their participation in the Program.

(g) The School recognizes the confidential nature of hospitalization and agrees to comply, and require its students and faculty members to comply, with all Federal and State laws and all policies and practices of the FH Affiliate protecting the confidentiality of patient health care records including, but not limited to, the Federal Health Insurance Portability and Accountability Act ("HIPAA") and Wisconsin Statutes Sections 51.30 and 146.82.

11. Indemnification. Each party shall be responsible for the acts and omissions of itself and its employees, directors, officers and agents. This Agreement shall not be construed to create a contractual obligation for either party to indemnify the other for loss or damage resulting from any act or omission of the other party or its employees, directors, officers and agents. This Section shall not constitute a waiver by either party or any rights to indemnification, contribution, or subrogation, which the party may have by operation of law.

12. Insurance (check one of the following).

____ **Private Schools:** The School shall maintain, at its own expense, professional liability (malpractice) insurance covering all of its faculty members, employees and students who participate in the Program at the FH Affiliate with limits of liability of at least \$3,000,000 in the aggregate. The FH Affiliate shall maintain, at its own expense, professional liability (malpractice) insurance covering all of its employees who participate in the Program with limits of liability of at least \$3,000,000 in the aggregate. The School and the FH Affiliate shall each also maintain general liability insurance with limits of at least \$1,000,000 per occurrence and include coverage for their respective obligations under Section 11. The School and the FH Affiliate will each furnish certificates of such insurance coverage to the other upon demand.

____ **Governmental Units (Public Schools):** The School agrees to extend, within the intent of Sections 893.80, 893.82 and 895.46 of the Wisconsin Statutes, or such other applicable state law equivalent, general liability and malpractice coverage for all of its faculty members, employees and students who participate in the Program at the FH Affiliate. Such coverage will also include coverage for the obligations of the School under Section 11. The FH Affiliate shall maintain, at its own expense, professional liability (malpractice) insurance covering all of its employees who participate in the Program with limits of liability of at least \$3,000,000 in the aggregate. The FH Affiliate shall also maintain general liability insurance with limits of at least \$1,000,000 per occurrence and include coverage for its obligations under Section 11. The School and FH Affiliate will furnish certificates of such insurance coverage to the other upon demand.

13. Nondiscrimination. In addition to any other requirements of law, neither the School nor the FH Affiliate shall discriminate against any employee, applicant for employment, student, or applicant for registration because of age, race, religion, color, handicap, sex, sexual orientation, or national origin in the performance of their obligations under this Agreement.

14. No Assignment. Neither this Agreement nor any obligation to be performed under this Agreement may be assigned by either party without the express prior written consent of the other party.

15. Severability. The provisions of this Agreement are severable, and the invalidity or lack of enforceability of any one or more of the provisions hereof will not affect the validity or enforceability of the other provisions.

16. Counterparts. This Agreement may be signed in any number of counterparts, each of which will be an original and all of which will together constitute one and the same agreement. Either party may execute this Agreement by signing any such counterpart.

17. Amendments. This Agreement may not be deemed or construed to have been modified, amended, rescinded, canceled, or waived, in whole or in part, except by written instrument signed by both of the parties.

18. Term of this Agreement; Automatic Renewal.

(a) This Agreement is effective on the date shown in the beginning paragraph and will remain in effect for a period of five (5) years from such effective date. Unless otherwise canceled for cause or unless either party gives written notice of intent not to renew to the other party at least 60 days prior to the expiration of the original term or any renewal term, this Agreement will be automatically renewed for successive one-year periods.

(b) Any Program Memorandum under this Agreement may be terminated at any time upon sixty (60) day's written notice of termination given by either the School or the applicable FH Affiliate to the other. Termination of a Program Memorandum does not constitute termination of this Agreement.

(c) Notwithstanding any termination of this Agreement, the provisions of this Agreement insofar as applicable to any students who are engaged in education at the FH Affiliate pursuant to the Program on the date of termination shall be observed by both parties until the end of the semester then in effect for such students.

19. Notices. All communications or notices required or permitted by this Agreement must be in writing and will be deemed to have been given at the earlier of the date when actually delivered to a party or when deposited in the United States mail (either first class mail or certified or registered mail, return receipt requested), postage prepaid, and addressed to the parties as specified in this Agreement, unless and until either of the parties notifies the other in accordance with this Section 19 of a change of address. The address of the School and the applicable FH Affiliate are set forth in the Program Memorandum. FH's address is as follows:

Froedtert Health, Inc.
9200 West Wisconsin Avenue
Milwaukee, Wisconsin 53226
Attention: General Counsel

20. Interpretation. Unless the context requires otherwise, all words used in this Agreement in the singular number extend to and include the plural, all words in the plural number extend to and include the singular, and all words in either gender extend to and include both genders.

21. Headings. The headings in this Agreement are for convenience of reference only and do not limit the interpretation of this Agreement.

22. Entire Agreement. Unless otherwise stated herein, this Agreement constitutes the entire agreement between the parties and any and all FH Affiliates with respect to the subject matters set forth herein, and supersedes all prior agreements and understandings between the parties and any FH Affiliate, whether oral or written, relating to such subject matters.

23. Governing Law. This Agreement shall be governed and interpreted under the laws of the State of Wisconsin, without regard to its conflict of laws provisions.

24. Relationship of Parties. The parties, and their respective employees, shall be at all times independent contractors of one another. Nothing in this Agreement is intended or shall be construed to create an employment, partnership or joint venture relationship.

25. Capacity and Approvals. Each of the parties represents to the other that the person signing this Agreement on its behalf is authorized to sign agreements and has obtained any approvals required for the execution of this Agreement.

Effective as of the date first stated above.

FROEDTERT HEALTH, INC.

By _____

Title: _____

(TYPED OR PRINTED NAME OF SCHOOL)

By _____

Title: _____

EXHIBIT A

SCREENING AND IMMUNIZATION PRE-PLACEMENT EXAMINATION

Purpose:

The purpose of pre-placement screening and drug-testing is:

- To ensure that prospective students and faculty members participating in the Program are free of communicable diseases and physically able to perform the functions of the educational program to which they have been assigned.
- To establish a record of the individual's health at a specific point in time.
- To detect diseases or conditions which may benefit from treatment.
- To promote the good health of both the individual and the FH Affiliate community.

Policy:

A pre-placement physical exam, drug screening and a written medical history are required for all students and faculty members.

A. Components of the pre-placement exam and drug screening shall include:

1. Medical History Profile completed by the prospective students and faculty members, including a history of communicable diseases and immunizations.
2. Physical examination. The extent of the exam will be determined by the student's or faculty member's specific Program assignment.
3. Two-step tuberculin skin test (PPD) for individuals for whom a previously negative TB skin test is available within 12-months from the date of pre-placement evaluation, or whose PPD status is unknown. If a negative TB skin test result is provided and is within 12-months, no TB skin test is required. If the tuberculin skin test has been reactive in the past, or is reactive on pre-placement screening, a symptom survey should be done and a negative chest X-ray should be provided. The chest X-ray should be within the preceding 12-months.
4. Rubella immunization or screening, unless documentation of previous rubella vaccine or a previous positive rubella antibody test is provided. If test results reveal lack of immunity, rubella vaccine will be required.
5. Rubeola immunization or screening, unless documentation of two previous doses of live virus vaccine or previous positive measles antibody test is provided.
6. Varicella (chickenpox) immunization or history of chickenpox disease.
7. A tetanus-diphtheria booster may be offered by the School if the last dose was greater than ten (10) years prior; in cases where there is no evidence that the primary tetanus-diphtheria series is complete, it must be completed.

8. For all students and faculty who have potential exposure to Hepatitis B, the School shall: (1) for purposes of establishing Hepatitis B immunity provide an antibody titer test or documentation of previous Hepatitis B vaccination; or (2) offer Hepatitis B vaccine if no previous vaccination or proof of immunity.
 9. A 9-screen drug panel conducted on all students and faculty members.
- B. The pre-placement screening and drug screening will be completed prior to beginning active assignment at the FH Affiliate.
- C. Prospective students and faculty members are advised that Program assignment at the FH Affiliate is contingent upon successful completion of the physical exam and drug screening. The prospective student or faculty member will not be allowed to begin work at the FH Affiliate until all Occupational Health requirements have been met.
- D. Note: The design and purpose of the physical examination and written results are not intended, nor will they be used, for purposes of any action prohibited by the Americans with Disability Act or Subtitle A, Part 84: Non-discrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.

EXHIBIT B

OSHA COMPLIANCE

1. School Responsibilities. As an integral part of the other Program, School agrees to perform or arrange for the performance of the following:
 - A. Identifying students and faculty who will be assigned to activities that will involve a risk of exposure to bloodborne pathogens or other infectious materials and, with respect to all such students and faculty and in accordance with the Occupational Safety and Health Administration (“OSHA”) Bloodborne Pathogens Standard for Health Care Workers:
 - (1) complying with Section A.8 of Exhibit A;
 - (2) furnishing such students and faculty appropriate bloodborne pathogens training;
 - (3) providing post-exposure evaluation and treatment in the event of an incident of exposure; and
 - (4) maintaining all OSHA-required records with respect to any Hepatitis B vaccination or antibody titer test, training, and incident of exposure.
 - B. Complying with OSHA requirements relating to the prevention of tuberculosis contagion in health care facilities to the extent such requirements apply to the students and faculty involved in the Program.
2. Personal Protective Equipment. The School shall ensure that its students and faculty use appropriate personal protective equipment and comply with the engineering and work practice controls and post-exposure evaluation and follow-up procedures established by the FH Affiliate that relate to the occupational exposure to blood or other potentially infectious materials.
3. Responsibility for Follow-up. The School is responsible for providing all further post-exposure prophylaxis and follow-up to its students and faculty, although such students and faculty can receive care at the FH Affiliate in the same manner as any other patient.