

AFFILIATION AGREEMENT BETWEEN
FROEDTERT MEMORIAL LUTHERAN HOSPITAL AND

THIS AGREEMENT, effective as of the ____ day of _____, 20____, is made by and between Froedtert Memorial Lutheran Hospital (“the Hospital”) and the educational institution named above (“the School”) in order to document the terms and conditions under which the Hospital will make available its facilities for the education of the School’s students in one or more of the health care professions. If the Program Memorandum accompanying this Agreement so provides, the Hospital will also assign a preceptor to provide instruction to the School’s students.

In consideration of the mutual covenants and conditions set forth in this Agreement, the Hospital 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) is identified in a Program Memorandum accompanying this Agreement. 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:

(a) Indicates the employees of the School and the Hospital responsible for maintaining liaison between the two institutions for purposes of the Program;

(b) Indicates whether the Hospital is assigning a preceptor to provide instruction to students in the Program;

(c) Indicates the maximum number of students from the School who will be permitted to participate in the Program at the Hospital during any one semester; and

(d) Provides such other information as may be required under this Agreement or as may be appropriate for the operation of the Program at the Hospital.

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 accreditation for the Program with all appropriate accrediting agencies;

(c) Admit to the Program only qualified students who meet the School’s requirements for admission;

(d) Assign to the Hospital for education only those students in the Program who meet the School's standards of health and competence and who have the academic ability to profit from the experience; and

(e) Maintain all permanent student records.

3. Instruction Plan. The School will develop an instruction plan describing how the Hospital's facilities will be used to meet the objectives of the Program. If the Program Memorandum provides for the assignment of a preceptor, the instruction plan will be developed in conjunction with the preceptor. The instruction plan must be approved by the Hospital before students are assigned to the Hospital, but such approval will not be unreasonably withheld.

4. Instructor/Coordinator. The Program Memorandum identifies 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 all activities of the School's students and faculty members at the Hospital. If the Program Memorandum does not provide for the Hospital's assignment of a preceptor, the coordinator or a faculty member under the supervision of the coordinator must be present at the Hospital whenever the School's students are in the Hospital as part of the Program.

5. Role of Faculty Members. If the Program Memorandum does not provide for the Hospital'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 Hospital for experience in the Program. An orientation period will be arranged so that the coordinator and faculty members in the Program can become familiar with the Hospital's policies, practices, and facilities before instructing students in the Hospital. The faculty members in the Program will also be given a reasonable opportunity to serve as resource persons for the Hospital's staff.

6. Preceptor. If the Program Memorandum provides for the Hospital's assignment of a preceptor, the preceptor assigned will be qualified and, if appropriate, licensed in the health care profession covered by the Program. The preceptor will work with the School to develop the instruction plan referred to in Section 3.

7. Duties of Coordinator/Preceptor. The coordinator for the Program (or, if the Program Memorandum provides for the Hospital's assignment of a preceptor for the Program, the preceptor) will be responsible for planning, developing, implementing, and supervising all experiences of the School's students at the Hospital. 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 Hospital as they apply to the circumstances of education.

8. Responsibilities of the Hospital. The Hospital 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) Maintain facilities suitable for the Program that meet the standards of all appropriate accrediting agencies;

(c) Recognize the School's students as participants in an educational program and, subject to the needs of the Hospital's patients, cooperate to provide appropriate learning situations;

(d) Report promptly to the coordinator any unsatisfactory progress or conduct of any students or faculty members;

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

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

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

(h) 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.

(i) Provide emergency medical care to students and faculty members participating in the Program on the Hospital's premises in accordance with the Hospital's standard policies; and

(j) If the Program Memorandum so requires, provide a preceptor for the Program.

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 Hospital, however, students and faculty members are subject to the same standards and policies as are set for the Hospital's employees in matters relating to the welfare of the Hospital's patients.

(b) The School agrees to screen all students and faculty to ensure that no one having access to and providing services to the Hospital'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 Hospital's facilities under this Agreement meet the health standards of the Hospital, as specified in Exhibit A.

(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, to cooperate fully with the Hospital in enforcing such standards and regulations for all activities on the Hospital'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 Hospital'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 Hospital's facilities. The School agrees that it will supply documentation of all training and other compliance efforts upon request of the Hospital.

(d) From time to time during the term of this Agreement, the School shall provide the Hospital with a list (e.g., names, addresses, telephone numbers and fax numbers) of all faculty and students who are not barred from participating in the Program and shall inform the Hospital in writing of any additions or modifications to or deletions from such list. The School shall conduct a Caregiver Background Check in accordance with the regulations set forth in Wisconsin Administrative Code Chapter HFS 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 HFS 12 to participate in any Program activities at Hospital. The School agrees to notify the Hospital if any faculty member or student has been convicted of a crime. The Hospital shall make the determination whether or not to permit such an individual to participate in Program activities at the Hospital. The School will not assign any faculty member or student to the Hospital if the individual has committed misconduct as that term is defined under Chapter HFS 13. The School agrees that it shall provide a copy of the Background Information Disclosure ("BID") form to the Hospital for all faculty and students participating in the Program and the School shall make available to the Hospital at the Hospital's request any and all background check data for faculty and students participating in the Program, to the extent possible. The School agrees that Hospital may exclude faculty members and students from the Program until Hospital 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 Hospital so as to keep the information reported on the Background Information

Disclosure forms current and accurate at all times. The School agrees to report and to require its faculty and students to report to the Hospital, all allegations of misconduct, as defined under Chapter HFS 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 Hospital will have the status of learners and neither they nor any accompanying faculty members will replace the Hospital's staff.

(f) No student or faculty member participating in the Program may be deemed an employee of the Hospital 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 maintain the confidentiality of patient data and records both in discussions and written materials.

11. Indemnification. The Hospital agrees to defend, indemnify, and hold harmless the School and its officers, directors, agents, faculty members, and employees from any and all loss and liability, including claims, demands, costs, damages, attorneys' fees, and expenses of any nature whatsoever, for personal injury, death, or damage to property arising out of or claimed to arise out of or in any way be connected with any activities of the Hospital or any of its officers, directors, agents, or employees pursuant to this Agreement, and such indemnification will survive any termination of this Agreement. The School agrees to defend, indemnify, and hold harmless the Hospital and its officers, directors, agents, physicians, and employees from any and all loss and liability, including claims, demands, costs, damages, attorneys' fees, and expenses of any nature whatsoever, for personal injury, death, or damage to property arising out of or claimed to arise out of or in any way be connected with any activities of the School or any of its officers, directors, agents, faculty members, employees, or students pursuant to this Agreement, and such indemnification will survive any termination of this Agreement.

12. Insurance. The School shall provide professional liability (malpractice) insurance covering all of its faculty members and students who participate in the Program at the Hospital with limits of liability of at least \$3,000,000 aggregate. The Hospital shall provide professional liability (malpractice) insurance covering all of its employees who participate in the Program with limits of liability of at least \$3,000,000 aggregate. The School and the Hospital shall also each provide general liability insurance with limits of at least \$1,000,000 and including coverage for their respective obligations under Section 11. The School and the Hospital will each furnish certificates of such insurance coverage to the other upon demand. All policies for such insurance coverage maintained by either party must contain an endorsement requiring the carrier to give at least 10 days' prior notice to the other party of cancellation or material change.

13. Nondiscrimination. In addition to any other requirements of law, neither the School nor the Hospital shall discriminate against any employee, applicant for employment, student, or applicant for registration because of age, race, religion, color, handicap, sex, or national origin in the performance of their obligations under this Agreement, including, but not limited to, the following: employment, upgrading, promotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. Notices will be posted in conspicuous places, available for employees, applicants

for employment, students, and applicants for registration, setting forth the provisions of this nondiscrimination clause.

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 one year 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) Notwithstanding any termination of this Agreement, the provisions of this Agreement insofar as applicable to any students who are engaged in education at the Hospital 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 is set forth in the Program Memorandum. The address of the Hospital is as follows:

Froedtert Memorial Lutheran Hospital
9200 West Wisconsin Avenue
Milwaukee, Wisconsin 53226
Attention: Chief Financial Officer

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. This Agreement (including the Program Memorandum) constitutes the entire agreement between the parties with respect to the matters set forth herein, and supersedes all prior agreements and understandings, whether oral or written, with respect to such matters.

23. 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.

FROEDTERT MEMORIAL LUTHERAN HOSPITAL

By _____

Title: _____

(TYPED OR PRINTED NAME OF SCHOOL)

By _____

Title: _____

SCREENING AND IMMUNIZATION PRE-PLACEMENT EXAMINATION

Purpose:

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

- To ensure that prospective staff members are free of communicable diseases and physically able to perform the functions of the job which they have been offered.
- 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 hospital community.

Policy:

A pre-placement physical exam, drug screening and a written medical history are required for all Froedtert Hospital staff.

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

1. Medical History Profile, completed by the prospective staff member, including a history of communicable diseases and immunizations.
2. Physical examination. The extent of the exam will be determined by the staff member's specific job description.
3. Two-step tuberculin skin test (PPD) for individuals previously PPD negative or whose PPD status is unknown. If the tuberculin skin test has been reactive in the past, or is reactive on pre-placement screening, a chest X-ray will be done.
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. Tetanus-diphtheria booster if the last dose was greater than 10 years prior; or initiation or completion of the primary series if incomplete.
7. A history of polio immunization. For health care personnel who have not completed a primary series and may have direct contact with patients excreting polio virus, completion is recommended with the inactivated poliomyelitis vaccine.
8. Hepatitis B vaccine will be offered to staff who perform tasks with potential exposure to blood and/or body fluids.
9. A baseline hepatitis B panel for staff who perform hemodialysis.

10. A hepatitis B antibody for staff who have previously completed the vaccine series.
 11. A 5-screen drug panel conducted on all potential staff.
- B. The pre-placement screening and drug screening will be completed prior to beginning active service within the hospital. Prospective staff may complete the above requirements at their own expense, through their personal physician using the Froedtert Hospital Health Evaluation form. Results of the physical exam and drug screening must be reviewed by Occupational Health and approved prior to the staff member's first working day.
- C. Prospective staff members are advised that job placement at Froedtert Hospital is contingent upon successful completion of the physical exam and drug screening. The prospective staff member will not be allowed to begin work until all Occupational Health requirements have been met.
- D. After the medical history, physical exam, drug screening and immunization requirements are completed, the Human Resources Department will be notified and the department manager will be allowed to schedule work hours for the new staff member. If any work restrictions or modifications are necessary, the Human Resources Department will be notified so that appropriate accommodations may be considered.
- E. Note: The design and purpose of the physical examination/drug screening 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.

NON-FMLH PERSONNEL WORKING AT FMLH

The above screening and immunization requirements also apply to non-FMLH personnel working at FMLH (i.e., students, residents, Curative, MCW). Each school or employer is responsible for ensuring compliance with FMLH requirements.

Staff who terminated employment from FMLH less than six months prior to their rehire date do not need to complete the pre-placement screening process. They do need to:

1. Update Medical History Profile.
2. Complete PPD if last test was more than 6 months prior to rehire date.
3. Complete drug-screening test.

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) offering such students and faculty a hepatitis B vaccine;
 - (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 such vaccine, 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 Hospital 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 Hospital in the same manner as any other patient.

S:\CASES\F\FROEDT.HOS\EDU-PROG\AFFILPVT.DOC