

AGREEMENT BETWEEN  
THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM  
AND NORTH MEMORIAL HEALTH CARE d/b/a NORTH MEMORIAL HEALTH  
FOR THE CONDUCT OF A CLINICAL/FIELD EDUCATION PROGRAM

This agreement is between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin System (hereinafter referred to as "University") and North Memorial Health Care d/b/a North Memorial Health (hereinafter referred to as "Facility"). See Exhibit A for list of University campuses covered under this agreement. See Exhibit B for list of Facility sites covered under this agreement.

In consideration of the mutual benefits to the respective parties, any and all departments of the University wishing to enter into a clinical education program with the Facility, and the Facility agree to the terms set forth below.

THE UNIVERSITY AGREES:

1. To provide the Facility with a list of students who will be participating under the program and to update the listing periodically.
2. To determine that such students have adequate preparation in theoretical knowledge, basic skills, professional ethics, attitude and behavior.
3. For faculty and students who provide direct care or interact with staff in patient areas, the University will inform the faculty member or student that they shall provide evidence of the following on request by the Facility:
  - Rubella and rubeola immunity
  - Negative tuberculin test (mantoux) within the last 12 months or if history of positive mantoux, a negative chest x-ray within the last 12 months. Should a student convert to a positive mantoux during their clinical experience, the University must immediately report test result to North Memorial Team Member Health Service.
  - Inoculation for tetanus within the last ten years.
  - Annual influenza vaccine administered during the CDC identified flu season which runs October 1-March 31 (written declination signed by a medical doctor accepted only in cases of medical contraindications).
  - Completed Hepatitis B series (or written declination).
  - History disease or vaccination for chicken pox (varicella) after the student's first birthday, and
  - other medical information that is job related and consistent with business necessity. Such information includes, but is not limited to, information that Facility deems necessary to:
    - protect against a direct threat to safety or health of the participant, patients, employees, or others,
    - determine whether the individual is able to perform the essential functions of the position or assignment, with or without reasonable accommodation, and
    - comply with applicable state or federal law.
4. To inform students of the requirement to complete the documents for a Minnesota criminal background check in accordance with applicable Minnesota law and regulations requiring a criminal background check of individuals who have direct contact with patients. "Direct contact" means providing face to face care, training, supervision, counseling, consultation, or mediation assistance to patients. The University and Facility mutually agree that a student or faculty member will not be placed at the Facility for clinical experience if his/her background study documents ineligibility to have direct contact with the Facility's patients or residents under applicable law or regulations.

5. To inform students of the requirement to complete the documents for a national criminal background check covering a period of at least seven years. The University will not assign a student or faculty member to the Facility if his/her national criminal background study documents ineligibility to have direct contact with the Facility's patients or residents under applicable law or regulations.
6. That students have been instructed on the confidentiality of medical and personal information related to patients and/or clients, including HIPAA training, and, where applicable, have been trained in universal precautions and transmission of blood-borne pathogens prior to beginning the clinical program.

THE FACILITY AGREES:

1. To review any Program Memorandum concerning a clinical education program which is submitted by a school, or college of the University. Upon review, the Facility will notify the school or college of its acceptance or rejection of the academic program proposal.
2. To satisfy the provisions contained in the Code of Federal Regulations, 45 CFR 46, existing for the protection of human subjects, *(to the extent that such regulations are applicable)* to the respective program involved.
3. Not to accept students as participants in the program unless the student is certified as a program participant in writing by the appropriate fieldwork coordinator of a University or college.
4. To arrange for emergency medical care for students in case of accident or illness, but the student is responsible for costs involved, follow-up care and/or hospitalization. With regards to infectious disease exposure, the Facility shall provide initial care and baseline lab work for the student/faculty and patient/source of exposure information for students and faculty who report an "exposure incident." For purposes of this paragraph; an "exposure incident" shall include a specific eye, mouth or other mucous membrane, non-intact skin or parenteral contact with blood or other potentially infectious material that occurs at the Facility during the clinical experience program.
5. The Facility will orient students and faculty to Facility's policies and regulations.

THE UNIVERSITY AND THE FACILITY JOINTLY AGREE:

1. That both entities are Equal Employment Opportunity/Affirmative Action organizations committed to providing full employment opportunity without regard to race, religion, color, creed, national origin, sex, age, marital status, and sexual orientation, status with regard to public assistance, veteran status, or status as a qualified individual with a disability/qualified disabled person.
2. The University shall furnish students professional liability coverage in the minimum amount of \$1,000,000 each claim/\$3,000,000 annual aggregate.
3. The parties mutually agree that each will remain responsible for its own liabilities, damages, charges, and expenses and neither shall by this agreement transfer liability to the other.
4. Students herein described are not employees of Facility or University and therefore, for purposes of the duties performed under this agreement, neither the Facility, nor University is responsible for any worker's compensation claim brought by students. Faculty herein described are not employees of Facility and, therefore, for purposes of the duties performed under this agreement, the Facility is not responsible for any worker's compensation claims brought by University's faculty.

5. By executing this agreement, neither the University nor the Facility waives any constitutional, statutory or common law defenses, nor shall the provisions of agreement create any rights in any third party.
6. In any situation in which the student's behavior and/or performance of assigned duties shall adversely affect the best interest of the Facility, or clients of the Facility, the Facility may take immediate corrective action, which may include, but not be limited to, removal of the student from the Facility. The Facility shall use its best efforts to notify and consult with the University prior to any corrective action being taken. In any event, the University supervisor shall be notified as soon as possible of the action taken and a representative of the University and the Facility shall cooperatively determine the continuing status of the student in the placement.
7. To comply with the Title 45, Section 160-164 of the Code of Federal Regulations ("HIPAA"). Both parties agree that when protected health information ("PHI") as defined by HIPAA, is provided or made available to the other party for any purpose, the receiving party and its agents or representatives will not use or disclose the PHI other than as permitted or required by this agreement or state and federal law. Both parties shall take reasonable steps to prevent unauthorized disclosures by its employees, officers, directors, agents, contractors, or consultants.
8. Supervision of the students on site at the Facility shall be negotiated prior to each clinical rotation.
9. Notwithstanding anything herein to the contrary, or appearing to be to the contrary, the Facility and the University retains their own separate responsibility for compliance with the ADA and all laws and regulations, and neither assumes responsibility or liability for the other's compliance or non-compliance therewith. If accommodations are needed by a faculty member or student, the Facility will provide reasonable accommodations that would normally be provided for a Facility employee. Any accommodations needed by a student or faculty member above what the Facility would reasonably provide for a Facility employee must be negotiated.
10. Facility reserves the right to suspend student clinical experiences in the event of extenuating circumstances, e.g., a work stoppage. Should this occur, Facility may be unable to provide clinical experience to every student. In any event, the University Coordinator shall be notified as soon as possible. The University and Facility will cooperatively determine an alternate plan for affected students if necessary.

TERM OF AGREEMENT:

This agreement shall be for a term of five years, commencing November 1, 2018 and ending November 2, 2023. It may be terminated solely by written notice, thirty (30) days in advance, by either party to the designated agent at the following addresses:

University of Wisconsin System Administration  
 Office of Risk Management  
 780 Regent Street  
 Madison, WI 53715

Terra Erickson  
 Manager, Professional Practice, Development and  
 Education  
 3300 Oakdale Avenue North  
 Robbinsdale, MN 55422-2900

Termination by the Facility shall not become effective with respect to students then participating in the clinical experience program.

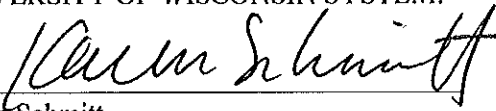
Program Memoranda provide mutual agreement between the University and Facility to accept identified student(s) for clinical externship/practicum experience within a specified timeframe. Program Memoranda contain program-specific details and expectations for the clinical externship/practicum experience. Program Memoranda are signed

at a clinic or department-level at the Facility and at the respective school or college within the University. Program Memoranda presented by the University and accepted by the Facility shall be for a term of no longer than one year. They may be renewed upon mutual agreement.

All such Program Memoranda must be approved by the respective school or college within the University. Such Memoranda shall be effective for a period of one year.

Program Memoranda are subject to the Agreement for the Conduct of a Clinical/Field Education Program executed between The Board of Regents of the University of Wisconsin System and North Memorial Health Care. Any terms in the Program Memoranda that conflict with the Agreement for the Conduct of a Clinical/Field Education Program shall be void.

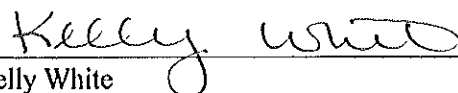
FOR BOARD OF REGENTS OF THE  
UNIVERSITY OF WISCONSIN SYSTEM:



Karen Schmitt  
Vice President of Academic Affairs

10/19/18  
Date of Signature

FOR NORTH MEMORIAL  
HEALTH CARE d/b/a North Memorial Health:



Kelly White  
Vice President, Patient Care

10/11/18  
Date of Signature

Exhibit A  
University Campuses covered under this Agreement

**UNIVERSITY OF WISCONSIN**

**FOUR YEAR CAMPUSES**

<p><b>UW-EAU CLAIRE</b>          105 Garfield Ave.          P.O. Box 4004          Eau Claire, WI 54701-4004</p>	<p><b>UW-PLATTEVILLE</b>          UW-Platteville          One University Plaza          Ullsvik Center, Suite 2300          Platteville, WI 53818-3099</p>
<p><b>UW-GREEN BAY</b>          2420 Nicolet Drive          Green Bay, WI 54311-7001</p>	<p><b>UW-RIVER FALLS</b>          UW-River Falls          410 S. Third Street          River Falls, WI 54022</p>
<p><b>UW-LA CROSSE</b>          855 East Ave. North          La Crosse, WI 54601</p>	<p><b>UW-STEVENS POINT</b>          UW-Stevens Point          101 George Stien Bldg.          Stevens Point, WI 54481-3897</p>
<p><b>UW-MADISON</b>          UW-Madison          30 E Campus Mall          Madison, WI 53715-2609</p>	<p><b>UW-STOUT</b>          UW-Stout          817 S. Broadway          Menomonie, WI 54751</p>
<p><b>UW-MILWAUKEE</b>          UW-Milwaukee          Engelmann Hall Rm. 270          Milwaukee, WI 53201-0413</p>	<p><b>UW-SUPERIOR</b>          Belknap &amp; Catlin          P.O. Box 2000          Superior, WI 54880</p>
<p><b>UW-OSHKOSH</b>          UW-Oshkosh          Dempsey Hall          800 Algoma Blvd.          Oshkosh, WI 54901-8620</p>	<p><b>UW-WHITEWATER</b>          Hyer Hall Rm. 332          800 W. Main Street          Whitewater, WI 53190-1790</p>
<p><b>UW-PARKSIDE</b>          UW-Parkside          Tallent Hall Rm. 188          P.O. Box 2000          Kenosha, WI 53141-2000</p>	

## UNIVERSITY OF WISCONSIN

### TWO-YEAR COLLEGE CAMPUSES

<p><b>UW-BARABOO/SAUK COUNTY</b>          1006 Cornie Road          P.O. Box 320          Baraboo, WI 53913</p>		<p><b>UW-MARSHFIELD/WOOD COUNTY</b>          2000 West 5<sup>th</sup> Street          P.O. Box 150          Marshfield, WI 54449-0150</p>
<p><b>UW-BARRON COUNTY</b>          1800 College Drive          Rice Lake, WI 54868</p>		<p><b>UW-RICHLAND</b>          1200 Hwy. 14 West          Richland Center, WI 53581-1399</p>
<p><b>UW-FOND DU LAC</b>          400 Campus Drive          Fond du Lac, WI 54935-2998</p>		<p><b>UW-ROCK COUNTY</b>          2909 Kellogg Avenue          Janesville, WI 53546-5699</p>
<p><b>UW-FOX VALLEY</b>          1478 Midway Road          Menasha, WI 54952-1297</p>		<p><b>UW-SHEBOYGAN</b>          One University Drive          Sheboygan, WI 53081-4789</p>
<p><b>UW-MANITOWOC COUNTY</b>          705 Viebahn Street          Manitowoc, WI 54220</p>		<p><b>UW-WASHINGTON COUNTY</b>          400 University Drive          West Bend, WI 53095</p>
<p><b>UW-MARATHON COUNTY</b>          518 South 7<sup>th</sup> Ave.          Wausau, WI 54401</p>		<p><b>UW-WAUKESHA</b>          1500 University Drive          Waukesha, WI 53188-2799</p>
<p><b>UW-MARINETTE</b>          750 W. Bay Shore          Marinette, WI 54143</p>		

**Exhibit B**  
**Facility Sites covered under this Agreement**

**Hospitals/Medical Centers/Buildings:**

North Memorial Health Hospital  
3300 Oakdale Avenue North  
Robbinsdale, MN 55422

North Memorial Health – Robbinsdale Medical Building  
3366 Oakdale Avenue North  
Robbinsdale, MN 55422

North Memorial Health – Maple Grove Medical Center  
9855 Hospital Drive  
Maple Grove, MN 55369

North Memorial Health - Minnetonka Medical Center  
15450 Hwy 7 - Suite 100  
Minnetonka, MN 55345

**Surgery Centers:**

North Memorial Health Surgery – Robbinsdale  
3300 Oakdale Avenue North  
Robbinsdale, MN 55422

North Memorial Health Surgery – Maple Grove  
9855 Hospital Drive #175  
Maple Grove, MN 55369

North Memorial Health Surgery – Minnetonka  
15450 Hwy. 7  
Minnetonka, MN 55345

**Outpatient Centers:**

North Memorial Health Home and Community  
3500 France Avenue  
Robbinsdale, MN 55422

North Memorial Health Specialty Center  
3435 West Broadway  
Robbinsdale, MN 55422

**North Memorial Health Emergency:**

North Memorial Health Ambulance  
Administration  
4501 68<sup>th</sup> Avenue North  
Brooklyn Center, MN 55429

**Clinics – Primary Care Clinics:**

North Memorial Health Clinic – Blaine South  
1420 109<sup>th</sup> Avenue NE – Suite 100  
Blaine, MN 55449-3602

North Memorial Health Clinic – Blaine North  
11855 Ulysses St NE – Suite 110  
Blaine, MN 55434

North Memorial Health Clinic - Brooklyn Center  
5615 Xerxes Ave N - Suite D  
Brooklyn Center, MN 55430

North Memorial Health Clinic - Brooklyn Park  
8559 Edinbrook Parkway – Suite 100  
Brooklyn Park, MN 55443-3728

North Memorial Health Clinic - Camden  
4209 Webber Parkway  
Minneapolis, MN 55412

North Memorial Health Clinic - Downtown Minneapolis  
651 Nicollet Mall - Suite 277  
Minneapolis, MN 55402

North Memorial Health Clinic - Elk River  
800 Freeport Ave NW – Suite 100  
Elk River, MN 55330-2730

North Memorial Health Clinic – Fridley  
480 Osborne Rd NE – Suite 100  
Fridley, MN 55432

North Memorial Health Clinic - Golden Valley  
8301 Golden Valley Road – Suite 100  
Golden Valley, MN 55427-4469

North Memorial Health Clinic – Maple Grove  
9855 Hospital Drive – Suites 102 & Suite 104  
Maple Grove, MN 55369

North Memorial Health Clinic – New Hope  
8100 42<sup>nd</sup> Avenue North  
New Hope, MN 55427

North Memorial Health Clinic – Plymouth  
15535 34<sup>th</sup> Ave N  
Plymouth, MN 55447

North Memorial Health Clinic – Roseville  
1835 Cty Rd C West – Suite 150  
Roseville, MN 55113

North Memorial Health Clinic - St. Anthony  
2600 39<sup>th</sup> Avenue NE  
St. Anthony, MN 55421-4372

North Memorial Clinic – Wilson Tool  
12909 Farnham Avenue N



White Bear Lake, MN 55110

**Urgent Cares:**

North Memorial Health Urgent Care – Brooklyn Center  
5615 Xerxes Ave N – Suite D  
Brooklyn Center, MN 55430

North Memorial Health Urgent Care – Elk River  
800 Freeport Avenue NW – Suite 100  
Elk River, MN 55330-2730

North Memorial Health Urgent Care - Maple Grove  
9855 Hospital Drive – Suite 102A  
Maple Grove, MN 55369

North Memorial Health Urgent Care - Roseville  
1835 County Road C West – Suite 150  
Roseville, MN 55113

**Urgency Center:**

North Memorial Health Urgency Center - Minnetonka  
15450 Hwy 7 – Suite 100  
Minnetonka, MN 55345

North Memorial Health Urgency Center – Blaine  
11855 Ulysses Street NE – Suite 120  
Blaine, MN 55434

**Specialty Clinics:**

North Memorial Health Bariatric and Surgical Weight Loss Clinic  
3366 Oakdale Avenue North – Suite 200  
Robbinsdale, MN 55422

North Memorial Health Cancer Clinic  
3435 West Broadway  
Robbinsdale, MN 55422

North Memorial Health Cancer Clinic  
9855 Hospital Drive – Suite 270  
Maple Grove, MN 55369

North Memorial Health Heart and Vascular Center  
3300 Oakdale Avenue North  
Robbinsdale, MN 55422

North Memorial Health Heart and Vascular Center  
1001 Hart Boulevard - Suite 150  
Monticello, MN 55362

North Memorial Health Heart and Vascular Center  
9825 Hospital Drive - Suite 200

Maple Grove, MN 55369

North Memorial Health Heart and Vascular Center  
15450 Highway 7 - Suite 225  
Minnetonka, MN 55345

North Memorial Health Heart and Vascular Center  
1700 Highway 25N  
Buffalo, MN 55313

North Memorial Health Mental Health & Addiction Center  
3366 Oakdale Avenue North – Suite 315  
Robbinsdale, MN 55422

North Memorial Health Pain Management Clinic  
3300 Oakdale Avenue North  
Robbinsdale, MN 55422

North Memorial Health Sleep Medicine  
Maple Grove Sleep Center  
13800 83<sup>rd</sup> Way North – Suite 102  
Maple Grove, MN 55369

North Memorial Health Trauma and Specialty Clinic  
North Memorial Health - Atrium  
3300 Oakdale Avenue North  
Robbinsdale, MN 55422

North Memorial Health Women's Services  
3300 Oakdale Avenue North  
Robbinsdale, MN 55422

**Occupational Health:**

North Memorial Health Occupational Health  
1835 W. County Road C – Suite 150  
Roseville, MN 55113

North Memorial Health Occupational Health  
480 Osborne Road NE – Suite 100  
Fridley, MN 55432

North Memorial Health Occupational Medicine  
1955 County Road B2  
Roseville, MN 55113

**Rehabilitation:**

North Memorial Health Rehabilitation Therapy Center  
3300 Oakdale Avenue North  
Robbinsdale, MN 55422

North Memorial Health Rehabilitation Therapy Clinic  
12000 Elm Creek Boulevard  
Maple Grove, MN 55369

North Memorial Health Rehabilitation Therapy Clinic  
800 Freeport Avenue – Suite 102  
Elk River, MN 55330-2730

Exhibit B will also include any wholly owned clinics of North Memorial Health Care d/b/a North Memorial Health purchased or opened prior to the termination date of this agreement.