

AFFILIATION AGREEMENT BETWEEN
BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM
AND
NORTH MEMORIAL HEALTH CARE

This Affiliation Agreement (“Agreement”) is entered into between NORTH MEMORIAL HEALTH CARE, on behalf of itself and its corporate affiliates, 3300 Oakdale Avenue North, Robbinsdale, Minnesota 55422 (hereinafter the “North Memorial”) and the BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM ON BEHALF OF THE UNIVERSITY OF WISCONSIN SYSTEM, (hereinafter the “School”). This Agreement applies to the North Memorial’s affiliated sites identified on Exhibit B which is attached hereto and incorporated by reference and may be updated by mutual written agreement of the parties from time to time during the term of this Agreement.

WITNESSETH THAT:

WHEREAS, the School has established educational Programs for qualified students preparing for and/or engaged in health careers; and

WHEREAS, North Memorial is a licensed health care facility providing health care services to patients; and

WHEREAS, North Memorial has suitable clinical facilities for the educational needs of the students who are enrolled in the School’s healthcare Programs and accepted by North Memorial; and

WHEREAS, it is in the general interest of North Memorial to assist in educating persons to be qualified or better qualified health professionals; and

WHEREAS, the School and North Memorial are desirous of cooperating to furnish clinical experience programs for the educational benefit of the students enrolled in the Programs (the “Clinical Experience”).

NOW, THEREFORE, it is mutually agreed by and between the School and North Memorial as follows:

I. SCHOOL RESPONSIBILITIES

- A. The School will retain ultimate direction, control, and responsibility over the education and assessment of its students participating in the Clinical Experience. The School, through its participating Programs, shall coordinate students’ performance and participation in a Clinical Experience at North Memorial under this Agreement with an individual(s) designated by North Memorial for such coordination.
- B. The School agrees and represents that all of its faculty members participating in a Clinical Experience at North Memorial are appropriately licensed/certified and are accountable for students’ experiences in their respective Programs.

- C. The School is accredited by an appropriate accreditation agency and is responsible for offering programs that award degrees or certificates in one or more health careers. The School shall ensure that each Program accepted by North Memorial is consistently accredited by the appropriate accrediting organization as required by North Memorial and applicable law. The School shall promptly inform North Memorial of any material change in accreditation status.

For nursing agreements only:

- D. The School will supervise its students during the Clinical Experience. The School will provide its nursing faculty to effectively implement and oversee the Clinical Experience at North Memorial. The School will assign at least one nursing faculty member for approximately every eight (8) students while the nursing students are participating in the Clinical Experience. The assigned School faculty will hold current Registered Nurse licensure valid in the State of Minnesota while supervising students at North Memorial. If a School faculty member will not be on site at North Memorial to implement and oversee the Clinical Experience, supervision of the participating students by North Memorial staff must be agreed upon prior to the start of each clinical rotation. The School is responsible for ensuring the nursing director and nursing faculty of record who are responsible for supervising nursing students during the Clinical Experience obtain Minnesota Registered Nurse licensure prior to placing students at North Memorial. A Minnesota license and current registration certificate or a permit is required if an individual practices professional nursing as defined in Minnesota Statutes, section 148.171, subdivision 15.

For allied health programs:

The School will supervise its students during the Clinical Experience. The School will provide sufficient faculty to effectively implement and oversee the Clinical Experience at North Memorial and appropriately supervise its students participating in the Clinical Experience. The assigned School faculty will hold current licensure, valid in the State of Minnesota, in the allied health profession in which the faculty provides supervision. If a School faculty member will not be on site at North Memorial to implement and oversee the Clinical Experience, supervision of the participating students by North Memorial staff must be agreed upon prior to the start of each clinical rotation.

- E. The School faculty is responsible for planning, directing and evaluating the students' education during the Clinical Experience. The School faculty will attend North Memorial's orientation for clinical experience instructors as deemed necessary by North Memorial.
- F. The School will provide North Memorial, at its request, with objectives for the Clinical Experience. Implementation of those objectives will be accomplished by the School in cooperation with North Memorial's designated representative(s).
- G. The School will provide North Memorial with a list of students who are participating in the Clinical Experience prior to their placement at North Memorial, the units within North Memorial where they would like to be assigned, and the dates of each student's participation in a Clinical Experience.
- H. The School will inform its on-site faculty and students of North Memorial's policies and guidelines which relate to or impact the Clinical Experience and instruct them to adhere to these policies and guidelines.
- I. The School will inform its on-site faculty and students who are participating in the Clinical Experience that they are encouraged to carry their own health insurance, separate and apart from the insurance provided to them under Section III(E).

- J. The School will thoroughly train students participating in a Clinical Experience in universal precautions and transmission of blood-borne pathogens prior to their placement at North Memorial.
- K. The School will maintain a record of the health examinations and current immunizations of faculty and students who provide direct care at North Memorial or interact with staff in patient areas at North Memorial. At a minimum, these records shall document the following:
- Rubella, mumps and rubeola immunity as evidenced by either: documentation of two doses of MMR vaccine or blood titers confirming 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. The QuantiFERON gold or T-Spot can be substituted for a 2-Step TB skin test. (Should a student or faculty member convert to a positive Mantoux while participating in a Clinical Experience, the School must immediately report this change to North Memorial's designated representative(s).)
 - One pertussis containing booster vaccine (Tdap) in adulthood as well as a tetanus containing vaccine within the last 10 years.
 - Completed Hepatitis B series or written declination.
 - 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).
 - Varicella immunity as evidenced by documentation of two doses of varicella vaccine or a blood titer confirming immunity.
 - Other medical information that is job related and consistent with business necessity. Such information includes, but is not limited to, information that North Memorial deems necessary to:
 - Protect against a threat to safety or health of the student, patients, employees or others;
 - Determine whether the individual can perform the essential functions of the position or assignment, with or without reasonable accommodation; and/or
 - Comply with applicable state or federal law.

The School shall obtain the permission of on-site faculty members and students to submit these records to North Memorial and shall promptly submit these records to North Memorial upon request. The School shall not place an on-site faculty member or student at North Memorial for whom it does not have such records and permissions.

- L. As a pre-condition to student and on-site faculty member participation in the Clinical Experience, the School will require all students and on-site faculty to have completed a background study conducted in accordance with Minnesota Statutes Chapter 245C, Human Services Background Studies; undergo a national criminal background check covering at least seven (7) years; and provide written authorization for the School to release the results of these studies/checks to North Memorial. School will not assign a student or on-site faculty member to North Memorial if the background study documents ineligibility to have direct contact with North Memorial's patients or residents under applicable law or regulations. If requested, the School shall provide North Memorial with documentation regarding the completion or results of the background study and criminal background check.

- M. Prior to their placement at North Memorial, the School shall provide comprehensive instruction to the students and on-site faculty participating in the Clinical Experience on the confidentiality of health and personal information relating to patients. This instruction shall include an overview of all applicable privacy laws, including but not limited to the Health Insurance Portability and Accountability Act (“HIPAA”) and other applicable privacy laws, rules and regulations.
- N. The School will place at North Memorial only students who have satisfactorily completed all prerequisite courses and any other academic requirements and have been recommended by faculty for placement in a clinical experience program.

II. NORTH MEMORIAL RESPONSIBILITIES

- A. North Memorial will maintain current accreditation by Det Norske Veritas or any other appropriate accrediting body.
- B. North Memorial is responsible for the safety and quality of care provided to its patients by the students or on-site faculty members who are participating in the Clinical Experience at North Memorial. To effectively fulfill this duty, North Memorial has ultimate control over all individuals involved in the Clinical Experience. While at North Memorial, students will have the status of trainees; are not to replace North Memorial staff; and, are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the Clinical Experience. North Memorial may immediately suspend or terminate an individual’s participation in the Clinical Experience and remove him/her from North Memorial if his/her behavior threatens the health, safety or welfare of North Memorial’s patients, visitors, staff or others. In all other instances, North Memorial shall consult with the School before taking any action to suspend or terminate the participation of any individual.
- C. North Memorial shall provide a planned, supervised program of Clinical Experiences, as specified in writing by the School, for each student’s placement.
- D. North Memorial shall complete records and reports on each student's performance, providing evaluations to the School on forms provided by the School.
- E. North Memorial will provide the School with a copy of its policies and guidelines which relate to the Clinical Experience.
- F. When available, North Memorial will permit School on-site faculty and students to use its patient care and patient service areas for supervised clinical instruction according to a mutually approved plan.
- G. North Memorial will allow a reasonable amount of North Memorial staff time for orientation and joint conferences – if possible joint video conferences - with School faculty, for planning with School faculty, and for such other assistance as shall be mutually agreeable.
- H. When available, physical space such as offices, conference rooms, and classrooms of North Memorial may be used by the School on-site faculty and students who are participating in a Clinical Experience.
- I. When available, School on-site faculty and students participating in the Clinical Experience will be permitted to use North Memorial’s library in accordance with North Memorial’s policies.

- J. North Memorial will make locker or cloak room areas available for use by School on-site faculty and students during assigned Clinical Experience hours. These areas may be shared by other faculty, students and North Memorial staff.
- K. North Memorial assumes no responsibility for the cost of meals, uniforms, housing, parking, health care, or other expenses of School on-site faculty and students who are participating in a Clinical Experience. North Memorial will permit School on-site faculty and students who are participating in a Clinical Experience to use any cafeteria or parking areas on the same basis as employees of North Memorial.

III. MUTUAL RESPONSIBILITIES

- A. **STUDENT PLACEMENT.** The beginning and ending dates for the placement of each student in the Clinical Experience will be mutually agreed upon in writing by North Memorial and the School. The number of students eligible to participate in the Clinical Experience will be mutually agreed upon by North Memorial and the School and may be altered by mutual agreement.
- B. **ORIENTATION.** The School and North Memorial assume joint responsibility for the orientation of School faculty to North Memorial policies and guidelines before the School assigns its on-site faculty to North Memorial. North Memorial will, at the commencement of a Student's placement, or prior to, provide the School's student with orientation about North Memorial's policies, procedures, standards and practices relevant to the Student's placement.
- C. **HIPAA.** Solely for the purposes of defining the role of School students and faculty in relation to the use and disclosure of North Memorial's protected health information, the School students and faculty engaged in activities pursuant to this Agreement are members of North Memorial's workforce, as that term is defined in 45 CFR 160.103. The School students and faculty are not, and shall not be construed to be, employees of North Memorial.

The School and its students and faculty shall cooperate with North Memorial in complying with its obligations as a HIPAA covered entity. Prior to placement at North Memorial, the School shall instruct its students and faculty to comply with North Memorial's policies and procedures governing the use and disclosure of individually identifiable health information and related matters.

- D. **COMMUNICATION.** Personnel of School and North Memorial will communicate regarding planning, development, implementation, and evaluation of the Clinical Experience. This may include but is not limited to communication to:
 - (1) familiarize North Memorial personnel with the philosophy, goals and curriculum of the Clinical Experience;
 - (2) familiarize School faculty with North Memorial's philosophy, policies and expectations relating to the Clinical Experience;
 - (3) keep both parties and the parties' personnel who are assigned to the Clinical Experience informed of changes in philosophy, policies and any new programs which are contemplated;
 - (4) jointly plan and sponsor in-service or continuing education programs (if appropriate);
 - (5) identify areas of mutual need or concern;
 - (6) seek solutions to any problems which may arise in the Clinical Experience; and

- (7) facilitate evaluation procedures which may be required for approval or accreditation purposes or which might improve patient care or School's curriculum.

E. **INSURANCE.** Each party, at its sole expense and at all times during the term of this Agreement, shall secure and maintain the following insurance (or comparable coverage under a program of self-insurance) covering itself and its employees, agents or, in the case of School, students, who perform any work, duties or obligations in connection with this Agreement.

SCHOOL:

- (1) The School, as a unit within an agency of the State of Wisconsin, provides liability coverage for its Students and faculty consistent with §§895.46(1) and 893.82(6) of the Wisconsin Statutes. The School's students and faculty who participate in the activities resulting from this Agreement are agents and employees, respectively, of the State of Wisconsin, and while participating in such activities, are acting within the scope of their agency or employment. The liability coverage provided by the State of Wisconsin under §895.46(1) is self-funded and provides funding for claims, demands, losses, and damages of every kind and description (including death), or damage to persons or property arising out of Clinical Experience activities at North Memorial and founded upon or growing out of the negligent acts or omissions of any of the employees or agents of the School while acting within the scope of their employment or agency where protection is afforded by §895.46(1) of the Wisconsin Statutes.

Upon request, School shall provide North Memorial with a certificate of coverage evidencing the required coverage.

School, through the State of Wisconsin, shall provide and maintain workers' compensation coverage as required to by law.

NORTH MEMORIAL:

- (1) **Commercial General Liability Insurance:**
North Memorial shall maintain Commercial General Liability insurance with limits not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate for bodily injury and property damage.
- (2) **Professional Liability Insurance:**
North Memorial will maintain Professional Liability insurance covering itself and its employees, agents or assigns with limits not less than \$2,000,000 each claim and \$3,000,000 aggregate.

If insurance covered by claims-made policies is discontinued, then extended reporting period coverage must be obtained and evidence of such coverage shall be provided to the other party.

- (3) **Additional Conditions:**
An Umbrella or Excess Liability insurance policy may be used to supplement North Memorial's policy limits to satisfy the full policy limits required by this Agreement.

Upon request, North Memorial shall provide School with a certificate of insurance or self-insurance evidencing the required coverage.

If either party receives a cancellation notice from an insurance carrier affording coverage herein, that party shall notify the other party within five (5) business days of receiving cancellation notice.

North Memorial, at its sole expense, shall provide and maintain workers' compensation insurance as North Memorial may be required to obtain by law.

F. **NON-DISCRIMINATION.** Both parties are Equal Employment Opportunity/ Affirmative Action entities and shall not discriminate based on race, color, creed, religion, ancestry, national origin, sex, pregnancy, marital or parental status, familial status, disability, public assistance status, age, sexual orientation, gender identity or expression, local human rights commission activity or genetic information (including family medical history).

G. **AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE.** Notwithstanding anything herein to the contrary, or appearing to be to the contrary, North Memorial and the School retain their own separate responsibility for compliance with the ADA and all related laws and regulations, and neither assumes responsibility or liability for the other's compliance or non-compliance therewith.

H. **EMERGENCY HEALTH CARE & INFECTIOUS DISEASE EXPOSURE.**

- (1) Any emergency medical care available at North Memorial will be available to School on-site faculty and students. School on-site faculty and students will be responsible for payment of charges attributable to any individual emergency medical care received at North Memorial.
- (2) Any School on-site faculty member or student who is injured or becomes ill while at North Memorial shall immediately report the injury or illness to North Memorial and receive treatment (if available) at North Memorial as a private patient or obtain other appropriate treatment as desired. Any costs arising from such injury or illness shall be the sole responsibility of the School on-site faculty member or student who receives the treatment and not the responsibility of North Memorial or the School.
- (3) North Memorial shall provide initial and baseline lab work for School on-site faculty or students 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 North Memorial during a Clinical Experience.
- (4) School on-site faculty and students contracting an infectious disease while assigned to or participating in a Clinical Experience must report the fact to the School and to North Memorial. Before returning to North Memorial, such a School on-site faculty member or student must report and submit proof of recovery to School or North Memorial, if requested.
- (5) School and its students and on-site faculty recognize and assume the risk of participating in a Clinical Experience during health emergencies (including but not limited to the COVID-19 pandemic) and shall not hold North Memorial or its officers, directors, employees, agents, representatives, successors or assigns responsible for any injury or illness that may arise from or relate to a health emergency.

(6) North Memorial, at its sole discretion, reserves the right to require additional vaccinations for students and on-site faculty participating in Clinical Experiences at its affiliate sites as it deems necessary in response to a pandemic or other medical incident.

I. **LIABILITY.** Except as expressly set forth herein, each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof.

J. **TERM OF AGREEMENT.** This Agreement is effective on November 2, 2023 and shall remain in effect until November 1, 2028. This Agreement may be terminated by either party at any time upon at least thirty (30) days written notice to the other party. In the event of termination, the parties agree that any students placed at North Memorial shall be permitted to complete their activities in connection with the Clinical Experience.

K. **NOTICES.**

Any formal notice under this Agreement must be in writing and be delivered personally or sent by certified mail, return receipt requested and postage prepaid, to the following at the addresses indicated (unless otherwise specified):

IF TO SCHOOL: University of Wisconsin System Administration
Office of Risk Management
780 Regent Street
Madison, WI 53715

Copies to: University of Wisconsin System General Counsel
1856 Van Hise Hall
1220 Linden Drive
Madison, WI 53706

IF TO NORTH MEMORIAL: Jacob Novotny
Manager, Professional Practice, Development and Education
3300 Oakdale Avenue North
Robbinsdale, MN 55422-2900

L. **FINANCIAL COSIDERATIONS.**

(1) The School and North Memorial shall each bear their own costs associated with this Agreement and no payment is required by either the School or North Memorial to the other party.

(2) The parties agree that individual patient care and client services are not controlled, supervised, or paid for by the School, and the School does not derive revenue from North Memorial's patients, clients, or third-party services provided at North Memorial. North Memorial is not required to reimburse the School faculty or students for any services rendered to North Memorial or its patients pursuant to this Agreement.

M. **AMENDMENTS.** Any amendments to this Agreement shall be in writing and signed by authorized representatives of each party.

N. **ASSIGNMENT.** Neither the School nor North Memorial shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.

O. **FERPA.** North Memorial acknowledges that student education records may be protected by the Family Educational Rights and Privacy Act of 1974, as amended (20 U.S.C. 1232g; 34 CFR Part 99) (“FERPA”). To the extent School generates or maintains educational records related to Students participating under this Agreement, North Memorial hereby agrees that its personnel will use such information only in furtherance of the clinical education program for the Student, and that the information will not be disclosed to any other party without written notice to the School and the Student's prior written consent. School agrees to provide North Memorial with guidance with respect to FERPA.

P. **OTHER PROVISIONS.**

- (1) This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and rescinds any prior agreements between the parties with respect to their joint participation in a Clinical Experience specific to the subject matter of this Agreement.
- (2) Nothing in this Agreement is intended or should be construed as creating a relationship of copartners, joint ventures, or an association between the parties, nor shall either party, its employees, agents, students, or representatives be considered employees, agents, or representatives of the other party, unless otherwise expressly agreed to in writing.
- (3) Accepting students for a Clinical Experience is at the sole discretion of North Memorial and such decision may be based, in part, upon staffing levels and availability of a mentor to oversee the Clinical Experience. North Memorial shall communicate to School in advance of the beginning of an academic period whether North Memorial will have appropriate staffing levels to accommodate student placements.
- (4) North Memorial reserves the right to suspend a Clinical Experience in the event of extenuating circumstances (e.g. a work stoppage). Should this occur, North Memorial shall notify the School as soon as possible. The School and North Memorial will cooperatively determine an alternate plan for affected students if necessary.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby,

APPROVED:

NORTH MEMORIAL HEALTH CARE:

C. Ogland M.D.

Signature

Carolyn Ogland, MD FAAP

Print Name

Chief Medical Officer

Title

10/30/2023

Date

BOARD OF REGENTS OF THE
UNIVERSITY OF WISCONSIN SYSTEM ON
BEHALF OF THE UNIVERSITY OF
WISCONSIN SYSTEM INSTITUTIONS:

Johannes J. Britz

Signature

Johannes Britz

Print Name

Interim Senior Vice President
for Academic & Student Affairs

Title

10/30/2023

Date

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

AND

NORTH MEMORIAL HEALTH CARE

EXHIBIT A

University Campuses Covered Under this Agreement.

UNIVERSITY OF WISCONSIN SYSTEM CAMPUSES

*Exhibit A also includes any 2-year campuses that have now been merged with any of the 4-year campuses below.

<p>UW-EAU CLAIRE 105 Garfield Ave. P.O. Box 4004 Eau Claire, WI 54701-4004</p>		<p>UW-PLATTEVILLE UW-Platteville One University Plaza Ullsvik Center, Suite 2300 Platteville, WI 53818-3099</p>
<p>UW-GREEN BAY 2420 Nicolet Drive Green Bay, WI 54311-7001</p>		<p>UW-RIVER FALLS UW-River Falls 410 S. Third Street River Falls, WI 54022</p>
<p>UW-LA CROSSE 855 East Ave. North La Crosse, WI 54601</p>		<p>UW-STEVENS POINT UW-Stevens Point 101 George Stien Bldg. Stevens Point, WI 54481-3897</p>
<p>UW-MADISON UW-Madison 30 E Campus Mall Madison, WI 53715-2609</p> <p>The terms of participation contained in this Agreement cover the following: Students in UW-Madison's health professions programs in its School of Medicine & Public Health, which includes Students in the University's Doctor of Medicine, Doctor of Physical Therapy, Master of Genetic Counselor Studies, Master of Physician Assistant Studies, and Master of Public Health programs; Students in the University's Department of Communication Sciences and Disorders, Speech and Language Pathology programs; and Students in the School of Education, School of Human Ecology, School of Nursing, School of Pharmacy, and Sandra Rosenbaum School of Social Work.</p>		<p>UW-STOUT UW-Stout 817 S. Broadway Menomonie, WI 54751</p>

<p>UW-MILWAUKEE UW-Milwaukee Engelmann Hall Rm. 270 Milwaukee, WI 53201-0413</p>		<p>UW-SUPERIOR Belknap & Catlin P.O. Box 2000 Superior, WI 54880</p>
<p>UW-OSHKOSH UW-Oshkosh Dempsey Hall 800 Algoma Blvd. Oshkosh, WI 54901-8620</p>		<p>UW-WHITEWATER Hyer Hall Rm. 332 800 W. Main Street Whitewater, WI 53190-1790</p>
<p>UW-PARKSIDE UW-Parkside Tallent Hall Rm. 188 P.O. Box 2000 Kenosha, WI 53141-2000</p>		

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM

AND

NORTH MEMORIAL HEALTH CARE

EXHIBIT B

North Memorial Health Care affiliated sites covered under this Agreement include the following:

North Memorial Health Care, including:

North Memorial Health Hospital

Maple Grove Hospital

North Memorial Health Clinic system (primary care, specialty care, urgent care clinics; urgency centers)

North Memorial Health Ambulatory Care

North Memorial Health Ambulance Services

North Memorial Health Air Care

This Exhibit B will also include any wholly owned facilities of North Memorial Health Care purchased or opened during the term of this Agreement.