

## **CLINICAL/FIELD AFFILIATION AGREEMENT FOR EMERGENCY MEDICAL SERVICES OCCUPATIONS**

This Agreement is made effective this 14th day of March, 2024 (“Effective Date”) by and between the WAUKESHA COUNTY TECHNICAL COLLEGE a Wisconsin institution for technical education and training ("WCTC"), and Sheboygan Fire Department, a Wisconsin clinical/field education setting ("Clinical Education Setting").

### **WITNESSETH**

WHEREAS, WCTC administers educational curricula for Emergency Medical Services (“EMS”) occupations (each a "Program" and collectively the "Programs"), and seeks to provide, as part of the Program curricula, supervised clinical experiences for WCTC students enrolled in the Programs ("Students"); and

WHEREAS, the Clinical Education Setting serves patients in EMS settings through the provision of medical or other services consistent with the one or more Programs, and seeks to train future EMS practitioners by providing Students with supervised clinical/field experiences at the Clinical Education Setting sites, consistent with the educational objectives of Students and WCTC; and

WHEREAS, WCTC and the Clinical Education Setting have determined that each may best accomplish its objectives by mutual assistance, and seek to describe their affiliation in this Agreement combined with one or more Program Addenda attached (or that later may be attached) to and made a part of this Agreement;

NOW THEREFORE, in consideration for the mutual promises contained herein, WCTC and the Clinical Education Setting agree as follows:

### **AGREEMENT**

1. **WCTC RIGHTS AND RESPONSIBILITIES.** In addition to its rights and responsibilities described elsewhere in this Agreement, WCTC shall have the following rights and responsibilities:

1.1 **Preparation of Students for Clinical/Field Placement.** WCTC shall ensure, through qualified faculty, that each Student assigned to the Clinical Education Setting is adequately prepared to benefit from such assignment. A Student's preparedness shall be measured by: (i) academic performance indicating an ability to understand what Student will observe and/or perform during the clinical placement; and (ii) appreciation of the nature and seriousness of the work Student will observe and/or perform.

1.2 **Assigning Students to the Clinical Education Setting.** After receiving from the Clinical Education Setting the number of placements available for Students, WCTC shall select Students to be assigned to the Clinical Education Setting. WCTC shall notify the Clinical Education Setting of the Students assigned to the Clinical Education Setting, and each Student’s availability for participation in clinical/field experiences.

1.3 Educational Coordinator. WCTC shall appoint a faculty member to serve as Educational Coordinator for each Program, and shall communicate his or her name, title and telephone number to the Clinical Education Setting. The Educational Coordinator shall be responsible for overall management of the Students' educational experience, and may be assigned as Educational Coordinator for one or more Programs.

1.4 Professional Liability Insurance. WCTC shall provide to each Student assigned to the Clinical Education Setting professional liability insurance pursuant to Section 8.1 of this Agreement. This coverage shall be provided at no cost to the Clinical Education Setting.

1.5 Accreditation and Licensure. WCTC shall maintain, at all times during the term of this Agreement: (i) accreditation as an educational institution; (ii) all licensures and approvals from the State of Wisconsin necessary to the applicable Program; and (iii) full and unrestricted accreditation of the Programs from the accrediting organization specified in the applicable Program Addendum (if applicable). WCTC shall promptly notify the Clinical Education Setting of any change in its accreditation or licensure status.

1.6 Background Investigative Disclosure. If required, responsibility for background investigative disclosure, pursuant to the Wisconsin Caregiver Background Check Law, shall be as described in the Program Addendum.

2. CLINICAL EDUCATION SETTING RIGHTS AND RESPONSIBILITIES. In addition to its rights and responsibilities described elsewhere in this Agreement, the Clinical Education Setting shall have the following rights and responsibilities:

2.1 Number of Placements. The Clinical Education Setting shall have sole discretion to determine its capacity to accept Students for clinical placement under this Agreement, whether such capacity is described in terms of the number of Students on-site at any one time, the number of hours of clinical supervision that the Clinical Education Setting can provide over a period of time, or other such description of capacity. The Clinical Education Setting shall communicate such capacity to WCTC before Students may be assigned to the Clinical Education Setting.

2.2 Site Coordinator. The Clinical Education Setting shall appoint an employee to serve as a coordinator at the site for each Program (for purposes of this Agreement, the "Site Coordinator" and as may be described in the Program Addendum), and shall communicate his or her name, title and telephone number to WCTC. The Site Coordinator shall be responsible for overall management of the experience at the Clinical Education Setting, and may be assigned as Site Coordinator for one or more Programs.

2.3 Orientation. The Clinical Education Setting shall provide WCTC faculty and Students with a comprehensive orientation to the Clinical Education Setting, including all applicable policies and procedures and expectations of the Clinical Education Setting, and a tour of the physical station or location. Such orientation shall include a comprehensive orientation to the Clinical Education Setting's emergency and safety protocols and policies and other orientation activities as may be mutually agreed to by

WCTC and Clinical Education Setting as set forth in any Program Addendum attached hereto.

2.4 Qualified Supervision. Clinical Education Setting shall assure that a qualified practitioner supervises each Student. A practitioner shall be qualified if he or she: (i) maintains licensure or certification as appropriate for the particular Program; (ii) possesses adequate experience (a minimum of two years at the level of license, or higher, being sought by the student); (iii) demonstrates competence in the area of practice; and (iv) demonstrates interest and ability in teaching. The student to practitioner ratio shall not exceed that ratio specified in the applicable Program Addendum, if any.

2.5 Student Access to the Clinical Education Setting and Patients. The Clinical Education Setting shall permit access by Students to any and all areas of the Clinical Education Setting as reasonably required to support Students' clinical development and as permitted under applicable law. These areas shall include, without limitation, patient care units, ambulances, other apparatus, cafeteria/dining and parking facilities.

2.6 Accreditation, Licensure and Eligibility. The Clinical Education Setting shall maintain, at all times during the term of this Agreement all qualifications necessary to provide services under this Agreement, including: (i) full and unrestricted accreditation, as appropriate and as described in the Program Addendum; (ii) all necessary licensures, certifications and approvals from the State of Wisconsin or other authority; and (iii) if applicable, eligibility for participation in the Medicare and Medicaid programs. The Clinical Education Setting shall immediately notify WCTC of any change in the Clinical Education Setting's qualifications, accreditation, licensure or eligibility status.

2.7 Clinical Component Requirements. The clinical/field component offered by WCTC shall in all respects be implemented and administered by the Clinical Education Setting in a manner that meets the requirements of any agency that accredits, licenses, certifies or otherwise oversees the Program, other authorities identified by WCTC, and all applicable laws.

2.8 Inspections. The Clinical Education Setting shall, upon reasonable request, permit inspection of its premises by WCTC.

2.9 Final Authority. The Clinical Education Setting retains final authority for all aspects of operations at and management of the Clinical Education Setting.

2.10 Remuneration. Students may not receive remuneration for services relating to the Program and performed for or on behalf of the Clinical Education Setting. Students will not be considered to be employees of the Clinical Education Setting at any time (to include consideration as employees for workers compensation, FLSA, or other benefits or programs).

3. JOINT RIGHTS AND RESPONSIBILITIES. In addition to their rights and responsibilities described elsewhere in this Agreement, WCTC and the Clinical Education Setting shall have the following rights and responsibilities.

3.1 Supervision and Evaluation of Students. WCTC and the Clinical Education Setting shall, in good faith, work cooperatively to assure adequate supervision

and evaluation of Students while Students are on-site at the Clinical Education Setting. Both parties shall reinforce with Students: (i) the seriousness of the service being performed at the Clinical Education Setting, including the Students' impact upon patients' wellbeing; (ii) the importance of abiding by the Clinical Education Setting rules and regulations; and (iii) the confidentiality of patient identities and health information. WCTC shall, if the Clinical Education Setting so desires, assure prompt feedback to the Clinical Education Setting regarding Students' evaluation of their clinical experience at the Clinical Education Setting. The Clinical Education Setting shall assure prompt feedback to WCTC regarding Students' performance at the Clinical Education Setting and additional feedback as described in the Program Addendum, if any.

3.2 Review and Evaluation of Affiliation. WCTC and the Clinical Education Setting agree to review and evaluate any and all aspects of their affiliation at periodic intervals, and to work cooperatively to establish and maintain clinical experiences that meet their respective objectives. This Agreement may be amended or modified, pursuant to Section 6 below, to reflect changes in the parties' relationship.

4. STUDENT RIGHTS AND RESPONSIBILITIES. WCTC and the Clinical Education Setting shall instruct Students regarding Students' rights and responsibilities while onsite at the Clinical Education Setting. These rights and responsibilities shall include the following:

4.1 Conduct. Student shall, at all times while on the Clinical Education Setting premises, conduct himself or herself in a professional manner and shall refrain from loud, boisterous, offensive or otherwise inappropriate conduct. Student shall refrain from the improper use of alcohol or other drugs, and shall not carry any firearms or other weapons while on the Clinical Education Setting premises. Student shall abide by all policies, rules and regulations established by the Clinical Education Setting and WCTC. Failure to abide by these policies, rules and regulations may result in the student's removal from the Clinical Education Setting.

4.2 Timeliness. Student shall report to the Clinical Education Setting at the assigned place and time. Student shall immediately inform the Clinical Education Setting and WCTC of Student's inability to report to the Clinical Education Setting as assigned.

4.3 Uniform and Identification. Student shall wear the uniform or other clothing as directed by WCTC. Student shall display proper identification as directed by the Clinical Education Setting. Student's appearance shall be, at all times, neat and clean.

4.4 Insurance. Maintenance of comprehensive health and medical insurance as required under Section 8.3 of this Agreement shall be the sole responsibility of the Student.

4.5 Personal Expenses. While at the Clinical Education Setting, Student shall be responsible for Student's personal expenses such as meals, travel, medical care and incidentals.

4.6 Evaluation of Clinical Experience. Student shall, upon request of WCTC, or the Clinical Education Setting, provide a candid written evaluation of the

clinical experience at the Clinical Education Setting including, without limitation, preparation for the on-site experience, orientation to the Clinical Education Setting and experience and supervision at the Clinical Education Setting.

## 5. STUDENT HEALTH POLICIES

5.1 Emergency Medical Services. If Student is injured or becomes ill while at the Clinical Education Setting, the Clinical Education Setting shall provide emergent or urgent medical care, as appropriate, consistent with the Clinical Education Setting's capability and policies. The Clinical Education Setting shall promptly notify WCTC that Student has been injured or has become ill. Student shall bear full financial responsibility for charges associated with said treatment.

5.2 Immunizations. WCTC shall assure that Student has received, before reporting to the Clinical Education Setting, appropriate immunizations and vaccines, or, in the alternative, has completed the appropriate declination of immunization form, notice of which is provided to the Clinical Education Setting.

5.3 OSHA Policies. Clinical Education Setting shall instruct Students regarding precautions and other procedures to protect Students, patients and the Clinical Education Setting personnel from blood borne and other pathogens.

## 6. TERM AND TERMINATION

6.1 Initial and Renewal Term. Subject to Section 6.2 below, this Agreement shall be effective as of the date set forth above ("Effective Date") and shall continue for an initial term of one academic or Program year as set forth in the Program Addendum. Thereafter, this Agreement shall automatically renew and continue in full force and effect for any and all periods during which any Student in a Program is placed at and accepted by the Clinical Education Setting. Notwithstanding the foregoing, either party may choose not to renew this Agreement at the end of the then-current Program by providing the other with not less than one hundred twenty (120) days' advance written notice of its intent not to renew prior to the end of then-current Program. In the event that either party's non-renewal of this Agreement disrupts the clinical experience of any Student(s) in a Program, the Agreement shall remain in full force and effect until such time as this Agreement may expire without disruption of said Student(s)' clinical experience. Upon notice of non-renewal by either party, no new Student may be placed at the Clinical Education Setting.

6.2 Termination. Notwithstanding Section 6.1 above, this Agreement may be terminated as follows.

A. By Mutual Agreement. WCTC and the Clinical Education Setting may terminate this Agreement at any time, and on any terms, to which they agree in writing, though the parties shall attempt, in good faith and using their best effort, to effectuate the termination to coincide with a normal academic or Program break.

B. For Cause. In the event WCTC or the Clinical Education Setting fails in any substantial manner to perform as required herein, this Agreement may be terminated as described below:

(1) Either party may terminate this Agreement at any time, upon material breach of any of its provisions by the other party; provided, however, if such breach is curable, that not less than thirty (30) days prior to termination, written notice shall be given by the non-breaching party to the breaching party that states the intention of the non-breaching party to terminate this Agreement, the nature of the material breach giving rise to termination, and shall permit the breaching party reasonable opportunity to cure such material breach to the reasonable satisfaction of the non-breaching party during said thirty (30) day period.

(2) If the material breach is not resolved to the reasonable satisfaction of the non-breaching party during the thirty (30) day period as provided in B. (1) above, the non-breaching party shall immediately give the breaching party written notice of termination of the Agreement.

(3) In the event that termination of the Agreement by the Clinical Education Setting pursuant to this Section 6.2 (B) disrupts the clinical experience of any Student(s) in a Program, the parties shall attempt, in good faith and using their commercially reasonable best efforts, to continue Students' clinical experiences and this Agreement shall remain in full force and effect until such time as this Agreement may expire without disruption of said Students' clinical experience. During any time period in which notice of termination has been given and existing Students are completing the Program, no new Student may be placed at the Clinical Education Setting.

C. Immediate Termination. WCTC may immediately terminate this Agreement and any and all Program Addenda if the Clinical Education Setting fails to maintain full and unrestricted accreditation, licensure and, if applicable, eligibility as required under Section 2.6 of this Agreement. The Clinical Education Setting may terminate this Agreement immediately upon written notice to WCTC if WCTC fails to maintain full and unrestricted accreditation and licensure as required under Section 1.5 of this Agreement. In addition, the Clinical Education Setting may also terminate any Program Addenda if WCTC fails to maintain full and unrestricted accreditation with respect to said Program as required under the applicable Program Addendum.

6.3 Effect of Termination. Upon termination of this Agreement, no party shall have any further obligation hereunder except for obligations accruing under the terms of this Agreement prior to the date of termination.

6.4 Amendments and Modifications. This Agreement may be changed at any time with the written approval of the parties. Such amendments or modifications will be written, signed by the parties and made a part of this Agreement.

## 7. INDEMNIFICATION AND LIABILITY

7.1 WCTC. WCTC shall indemnify, defend and hold harmless the Clinical Education Setting, its governing board, officers, employees and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by WCTC or any of its employees. WCTC will indemnify the Clinical Education Setting for any act by any Student that may occur during or that may arise out of this Agreement unless the Clinical Education Setting was negligent in its supervision of the student.

7.2 The Clinical Education Setting. The Clinical Education Setting shall indemnify, defend and hold harmless WCTC, its governing board, officers, faculty, employees and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by the Clinical Education Setting or any of its employees, agents, medical residents or members of its medical staff that may occur during or that may arise out of this Agreement. Nothing contained within this agreement is intended to be a waiver or estoppel of the City or its insurer to rely upon the limitations, defenses, and immunities contained within Wis. Stat. ss. 345.05 and 893.80. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by Wisconsin law.

7.3 Costs. In the event each party is found to be at fault, then each shall bear its own costs and attorney fees and its proportionate share of any judgment or settlement based on its percentage of fault, as determined by a procedure established by the parties.

7.4 Survival. This Section 7 shall continue beyond the expiration, non-renewal or termination of this Agreement.

## 8. INSURANCE.

8.1 The Clinical Education Setting. The Clinical Education Setting shall maintain, at no cost to WCTC, general and professional liability insurance covering the Clinical Education Setting as an entity and each of its physician-employees, nonphysician-employees, firefighters, EMTs, officers, medical residents and agents against professional liability claims, in the minimum amount of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate per year. Clinical Education Setting agrees to promptly provide WCTC with evidence of such insurance upon request.

8.2 Students. Students shall maintain, at no cost to WCTC or the Clinical Education Setting (unless either such party consents to such cost), comprehensive health and medical insurance. Evidence of such insurance shall be provided to WCTC and Clinical Education Setting upon request.

9. DISPUTE RESOLUTION. Any dispute arising under or in any way related to this Agreement that is not resolved by agreement of WCTC and Clinical Education Setting may be resolved via mediation or litigation in the Circuit Court of Sheboygan County. Each party shall bear its own costs and expenses, unless otherwise determined as part of the dispute resolution.

10. NOTICES AND COMMUNICATION.

10.1 Notices. All notices under this Agreement shall be given in writing and shall be deemed to have been properly given when delivered:

If to WCTC:

City of Sheboygan

Attn: Chief Montellano

1326 N. 25<sup>th</sup> St

Sheboygan, WI 53081

*With Copy to*

City of Sheboygan

Attn: City Clerk

828 Center Ave.

Sheboygan, WI 53081

If to the Clinical Education Setting:

Waukesha County Technical College

Attn: Michelle Skinder, VP HR and Legal Affairs

800 Main Street, Pewaukee, WI 53072

or at other such addresses as a party from time to time may designate by written notice to the other party.

10.2 Other Communications. Communications, other than notices as described in Section 10.1 above, whether written or oral, shall be directed to the appropriate WCTC Associate Dean, Educational Coordinator or Site Coordinator as indicated in the applicable Program Addendum.

11. NON-EXCLUSIVE. The parties agree that WCTC shall be free to enter into similar agreements with other facilities, and that the Clinical Education Setting shall be free to enter into similar agreements with other educational institutions.

12. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the Laws of the State of Wisconsin.

13. INVALID PROVISION. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

14. ASSIGNMENT. No assignment by a party of this Agreement or its rights and responsibilities hereunder shall be valid without the specific written consent of the other party.

15. RELATIONSHIP OF PARTIES. WCTC and the Clinical Education Setting, including their respective agents and employees, shall be, at all times, independent contractors of the other. Nothing in this Agreement is intended or shall be construed to create a joint venture relationship, a partnership, a lease, or a landlord/tenant relationship. Should any governmental agency question or challenge the independent contractor status of WCTC, the Clinical Education Setting or their employees, both WCTC and the Clinical Education Setting, upon receipt by either of them of notice, shall promptly notify the other party and afford the other party the opportunity to participate in any government agency discussion or negotiations, irrespective of how such discussions are initiated.

16. CONFIDENTIALITY OF RECORDS

16.1 Student Records. WCTC and the Clinical Education Setting acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA") and that, generally, student permission must be obtained before releasing specific student data to anyone other than WCTC. WCTC agrees to provide the Clinical Education Setting with guidance with respect to compliance with FERPA.

16.2 Patient Health Care Records. WCTC and the Clinical Education Setting acknowledge that patient health information is protected under Wisconsin law (e.g., Wis. Stat. §§ 146.82, 51.30 and 252.15) and the Health Insurance Portability and Accountability Act ("HIPAA") and its accompanying regulations. The Clinical Education Setting agrees to provide Students and WCTC with guidance with respect to compliance with these statutes and regulations.

16.3 Other Records. The parties acknowledge that certain records may be subject to Wisconsin's Open Records laws or federal Freedom of Information laws. The parties agree to work together in good faith to ensure compliance with any applicable open record law or regulation.

17. NON-DISCRIMINATION. WCTC and the Clinical Education Setting shall not unlawfully discriminate against any individual on the basis of race, creed, color, sex, religion, age, disability or national origin, and shall comply with applicable anti-discriminatory laws and policies promulgated by WCTC.

18. ENTIRE AGREEMENT. This Agreement, together with one or more Program Addenda attached (or that later may be attached) hereto, constitutes the entire agreement between the parties and contains all the agreements between the parties with respect to the subject hereof. This Agreement supersedes any and all other agreements, in writing or oral, between the parties hereto with respect to the subject matter thereof.

THIS AGREEMENT PRESUMES THE EXECUTION OF ONE OR MORE PROGRAM ADDENDA.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**WCTC COLLEGE:**

By: \_\_\_\_\_  
Michelle M. Skinder  
VP, HR and Legal Affairs

Date: \_\_\_\_\_

**CLINICAL EDUCATION SETTING:**

By: \_\_\_\_\_  
Ryan Sorenson, Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Meredith DeBruin, City Clerk

Date: \_\_\_\_\_

**PROGRAM ADDENDUM TO THE CLINICAL AFFILIATION  
AGREEMENT FOR EMERGENCY MEDICAL SERVICES OCCUPATIONS**

This Program Addendum is made effective this 14th day of March, 2024 (“Effective Date”) by and between WAUKESHA COUNTY TECHNICAL COLLEGE, INC. a Wisconsin institution for technical education and training (“WCTC”) and Sheboygan Fire Department, a Wisconsin clinical/field education setting (“Clinical Education Setting”).

WHEREAS, WCTC and Clinical Education Setting have executed a Clinical Affiliation Agreement for Emergency Medical Services (EMS) Occupations dated March 14, 2024 (“Agreement”) that describes their relationship regarding educational and clinical experiences for Students enrolled in one or more of WCTC’s EMS occupation programs; and

WHEREAS, the Agreement presumes the execution of a Program Addendum pertaining to each health occupations program to which it applies and any capitalized terms not defined in this Program Addendum shall have the meaning set forth in the Agreement; and

WHEREAS, the parties desire to execute this Program Addendum to effectuate the Agreement with regard to WCTC’s Intermediate and Paramedic Programs (“Programs”);

NOW, THEREFORE, with regard to the Program, the parties agree as follows:

1. Pursuant to Section 1.3 of the Agreement, WCTC’s Educational Coordinator for the Program shall be Associate Dean Courtney Hull.
  
2. Pursuant to Section 1.6 of the Agreement, all Students who are assigned to the Clinical Education Setting shall have had a background check performed under the direction of WCTC in accordance with applicable Wisconsin Caregiver Background Check Law. The background check shall include obtaining, as applicable, information from the Department of Justice, the Department of License and Regulation, the Department of Health and Family Services and from out-of-state agencies if the Student has lived outside of Wisconsin within the past three years. If the Student has a criminal record, it will be evaluated by WCTC to determine if the individual is barred from performing duties at the Clinical Education Setting. Prior to placement of the Student, WCTC will notify the Clinical Education Setting in writing of any crime of which Student has been convicted that may preclude the Student from licensure as an EMT with the State of Wisconsin so that the Clinical Education Setting may make a determination as to whether the conviction(s) is substantially related to the duties the Student would be performing. The Clinical Education Setting may refuse placement of any Student the Clinical Education Setting believes could put its patients, employees and/or visitors at risk. WCTC hereby agrees to notify the Clinical Education Setting when WCTC becomes aware that any Student on site at the Clinical Education Setting is charged with or convicted of any crime or is investigated by any governmental agency that would preclude the student’s licensure as an EMT in the State of Wisconsin. Both WCTC and the Clinical Education Setting understand that the Student has an ongoing duty to report to WCTC should there be any change from the initial background check.

3. Pursuant to Section 2.2 of the Agreement, the Clinical Education Setting's Site Coordinator shall be Assistant Chief Michael Lubbert.

4. Pursuant to Section 2.4, responsibility for qualified supervision shall be as follows: Clinical/Field Instructors/Preceptors assigned to the Programs will be responsible for provision, coordination and supervision of the clinical/field instruction, and the experience to be provided by Clinical Education Setting to the Students enrolled in the Program. Clinical/Field Instructors/Preceptors will be licensed by the State of Wisconsin in good professional standing with at least two (2) year of experience at or above the EMS level of training being received by the Student or such higher number of years' experience as requested by accreditation agencies, and have such other qualifications and experience as agreed to by WCTC and Clinical Education Setting, or as required for Program accreditation by accrediting agencies and authorities.

5. Pursuant to Section 2.7 of the Agreement, the clinical component offered by WCTC shall in all respects be implemented and administered by the Clinical Education Setting in a manner that meets the requirements of any accreditation agency that accredits the Program, including the State of Wisconsin Department of Health and Family Services.

6. Pursuant to Section 3.1 of the Agreement, the Clinical Education Setting shall provide the following additional feedback to the Program: Evaluation of clinical performance by enrolled Students at the Clinical Education Setting will be the responsibility of the Clinical Instructors and the Clinical Education Setting. The Clinical/Field Instructors/Preceptors will participate in evaluation of the Student through written communication. It is the responsibility of the Clinical/Field Instructors/Preceptors to notify WCTC of performance of a Student that is less than satisfactory in a timely manner so that appropriate remediation may be initiated by the Clinical Education Setting, and if necessary, other action taken with the assistance of WCTC. WCTC, following review of written reports and input from the Clinical Education Setting concerning Student performance and coursework in the Program, will assign the final Pass-Fail grade to the Student for each clinical internship.

7. Pursuant to Section 6.1, the Agreement shall continue for an initial term of one Program year ending on March 13, 2025.

8. All other terms of the Agreement shall apply, as applicable, to the Program and this Program Addendum.

9. This Program Addendum shall be effective as of the date first written above and shall continue in full force and effect for so long as the Agreement remains in full force and effect unless this Program Addendum is (a) terminated prior to termination of the Agreement pursuant to Section 6.2 of the Agreement, or (b) superseded by the execution of an amended and/or restated Program Addendum.

IN WITNESS WHEREOF, the parties have executed this Program Addendum to the Affiliation Agreement for Health Occupations as of the Effective Date.

**WCTC COLLEGE:**

By: \_\_\_\_\_  
Michelle M. Skinder  
VP, HR and Legal Affairs

Date: \_\_\_\_\_

**CLINICAL EDUCATION SETTING:**

By: \_\_\_\_\_  
Ryan Sorenson, Mayor

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Meredith DeBruin, City Clerk

Date: \_\_\_\_\_