

## CLINICAL AFFILIATION AGREEMENT

Effective Date: **June 1, 2023**

This Clinical Affiliation Agreement is made and executed as of the date first written above at Cleveland, Wisconsin, by and between the LAKESHORE TECHNICAL COLLEGE, a Wisconsin institution for technical education and training (“LTC”), and The City of Sheboygan, a municipal corporation, through the City of Sheboygan Fire Department (“SFD”).

### WITNESSETH:

WHEREAS, LTC administers educational curricula for various health services (each a “Program” and collectively the “Programs”), and seeks to provide, as part of the Program curricula, supervised clinical experiences for LTC students enrolled in the Programs (“Students”);

WHEREAS, LTC seeks to train future health care practitioners by providing Students with supervised clinical experiences at City of Sheboygan Fire Department clinical education sites, consistent with the educational objectives of Students and LTC, including its site located at 1326 N. 25<sup>th</sup> St., Sheboygan, WI 53081 (the “Site”).

WHEREAS, LTC and the SFD have determined that each may best accomplish its objectives by mutual assistance, and seek to set forth their rights and responsibilities in this Agreement;

NOW THEREFORE, LTC and the SFD agree as follows:

### **AGREEMENT**

1. **LTC’S RESPONSIBILITIES.** In addition to its responsibilities described elsewhere in this Agreement, LTC shall have the following responsibilities:

1.1 **Preparing students for Clinical Placement.** LTC shall assure, through qualified faculty that each Student assigned to the Site 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 a 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 SFD the number of placements available for Students, LTC shall select Students to be assigned (with the approval of SFD) to the Site. LTC shall notify SFD of the Students assigned to the Site, and each Student’s availability for participation in clinical experiences.

1.3 Educational Coordinator. LTC 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 SFD prior to or concurrent with notification per section 1.2. 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 Accreditation and Licensure. LTC 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. LTC shall promptly notify SFD of any change in its accreditation or licensure status.

1.5 Background Investigative Disclosure. All Students who are assigned to the Site shall have had a background check performed under the direction of LTC 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 similar out-of-state agencies if the Student has lived outside of Wisconsin within the past three years. If the Student has a criminal record, LTC will evaluate the record to determine if the individual is ineligible to participate in the program based on Wis. Stat. s. 50.065, Wis. Admin. Code Ch. DHC 12, or any other applicable law. Prior to placement of the Student, LTC will notify SFD in writing of any crime for which Student has been convicted so that SFD may make a determination as to whether the conviction(s) is substantially related to the duties the Student would be performing. SFD may refuse placement of any Student it believes could put its patients, employees and/or visitors at risk. LTC will notify SFD when LTC becomes aware that any Student assigned to the Site is charged with or convicted of any crime or is investigated by any governmental agency.

2. SFD RESPONSIBILITIES. In addition to its responsibilities described elsewhere in this Agreement, SFD shall have the following responsibilities:

2.1 Number of Placements. SFD 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 SFD can provide over a period of time, or other such description of capacity. SFD shall communicate such capacity to LTC before Students may be assigned to the Site.

2.2 Site Coordinator. SFD shall appoint an employee to serve as a coordinator at the Site for each Program (the “Site Coordinator”), and shall communicate his or her name, title and telephone number to the LTC Educational Coordinator. SFD shall be responsible for overall management of the experience at the Site, and may be assigned as Site Coordinator for one or more Programs.

2.3 Orientation. SFD shall provide LTC’s faculty and Students with a comprehensive orientation to the Site, including all applicable policies and procedures and expectations of SFD, and a tour of the Site. Such orientation shall include a comprehensive orientation to the SFD’s emergency and safety protocols and policies.

2.4 Qualified Supervision. SFD shall maintain throughout the term of the Agreement a student/practitioner ratio in accordance with Wisconsin law.

2.5 Student Access to the Clinical Education Setting and Patients. SFD shall permit access by Students to any and all areas of the Site as reasonably required to support Students’ clinical development and as permitted under applicable law. These areas shall include, without limitation, patient care units, laboratories, ancillary departments, health science libraries, cafeteria, and parking facilities. SFD reserves the right to refuse access to any Student who does not meet, in SFD’s reasonable determination, its standards for safety, health or proper conduct.

2.6 Accreditation, Licensure and Eligibility. SFD 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, from the Joint Commission on Accreditation on Healthcare or as approved by the State of Wisconsin; (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. SFD shall immediately notify LTC of any change in SFD’s qualifications, accreditation, licensure or eligibility status.

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

2.8 Inspections. Upon reasonable request, SFD shall permit inspection of its premises by LTC, Program oversight agencies, if any, and other authorities.

3. JOINT RIGHTS AND RESPONSIBILITIES. In addition to their responsibilities described elsewhere in this Agreement, LTC and SFD shall have the following rights and responsibilities.

3.1 Supervision and Evaluation of Students. LTC and SFD shall, in good faith, work cooperatively to assure adequate supervision and evaluation of Students while Students are on-site at the Site. Both parties shall reinforce with Students: (i) the seriousness of the service being performed at the Site, including the Student's impact upon patients' wellbeing; (ii) the importance of abiding by SFD's rules and regulations; (iii) the confidentiality of patient identities and health information; and (iv) the Student's responsibilities under Section 4 below. If SFD reasonably requests, LTC shall promptly provide feedback to SFD regarding Students' evaluation of their clinical experience at the Site. If LTC reasonably requests, SFD shall promptly provide feedback to LTC regarding Students' performance at the Site and additional feedback as described in the Program memorandum, if any. The foregoing notwithstanding, SFD will have primary responsibility for Student behavior at the Site.

3.2 Review and Evaluation of Affiliation. LTC and SFD shall review and evaluate any and all aspects of their affiliation at periodic intervals, and will work cooperatively to establish and maintain clinical experiences that meet their respective objectives. This Agreement may be amended or modified, pursuant to Section 9 below, to reflect changes in the parties' relationship.

4. STUDENT RESPONSIBILITIES. Students' responsibilities shall include the following:

4.1 Conduct. At all times while on the Site, Students shall conduct themselves in a professional manner and shall refrain from loud, boisterous, offensive, or otherwise inappropriate conduct. Students shall refrain from the improper use of alcohol or other drugs, and shall not carry any firearms or other weapons while at the Site. Students shall abide by all policies, rules and regulations established by SFD and LTC.

4.2 Timeliness. Students shall report to the Site at the assigned place and time. Students shall immediately inform SFD and LTC of their inability to report to the Site as assigned.

4.3 Uniform and Identification. Students shall wear the uniform or other clothing as directed by LTC and shall display proper identification as directed by SFD. Students' appearance shall at all times be neat and clean.

4.4 Personal Expenses. While at the Site, Students shall be responsible for their personal expenses such as meals, travel, medical care, and incidentals.

4.5 Evaluation of Clinical Experience. Upon request of LTC or SFD, Students shall provide a candid evaluation of the clinical experience at the Site, including, without limitation, preparation for the on-site experience, orientation to the Site, and experience and supervision at the Site.

5. STUDENT HEALTH POLICIES

5.1 Emergency Medical Services. If a Student is injured or becomes ill while at the Site, SFD shall provide emergency or urgent medical care as appropriate, consistent with SFD's capability and policies and the medical capabilities at the Site. SFD shall promptly notify LTC that the Student has been injured or become ill. Students shall bear financial responsibility for charges associated with such treatment.

5.2 Immunizations. LTC shall ensure Students have received, before reporting to the Site, appropriate immunizations and vaccines, or, in the alternative, have completed the appropriate declination of immunization form, notice of which is provided to the Clinical Education Setting.

5.3 OSHA Policies. SFD shall instruct Students regarding OSHA policies, and regarding precautions and other procedures to protect Students, patients and SFD personnel from blood-borne and other pathogens.

6. Final Authority. Anything in this Agreement to the contrary notwithstanding, SFD retains final authority for all aspects of operations at and management of the Site.

7. Remuneration. Students will not receive remuneration for services relating to the Program and performed for or on behalf of SFD.

8. TERM AND TERMINATION

8.1 Initial and Renewal Term. Subject to Section 8.2 below, this Agreement shall be effective as of the date set forth above and shall continue for an initial term of one calendar year. Thereafter, this Agreement shall automatically renew and continue in full force and effect for successive one-year terms. Either party may choose to not renew this Agreement by providing the other party with at least sixty (60) days' advance written notice. If either party's non-renewal of this Agreement disrupts the clinical experience of any Student in a Program, the Agreement shall remain in full

force and effect until such time as this Agreement may expire without disruption of such Student(s)' clinical experience. Upon notice of non-renewal by either party, no new Student may be placed at the Site.

8.2 Termination. Notwithstanding Section 8.1 above, this Agreement may be terminated as follows:

A. By Agreement. LTC and SFD may terminate this Agreement at any time upon written agreement.

B. For Cause. A party may terminate this Agreement for cause as follows:

(1) A party may terminate this Agreement at any time, upon material breach of any of its provisions by the other party. The non-breaching party shall provide written notice to the breaching party that explains the nature of the material breach; provides an opportunity to cure the breach to the reasonable satisfaction of the non-breaching party within 30 days, and states the non-breaching party's intent to terminate this Agreement if the breach not timely cured.

(2) If the material breach is not timely resolved to the non-breaching party's reasonable satisfaction, the non-breaching party shall promptly provide written confirmation of termination. .

(3) If termination pursuant to Section 8.2(B) disrupts the clinical experience of any Student 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 the Student(s)' clinical experience may be completed or transferred to another program. During any period in which notice of material breach or termination has been provided or is applicable, no new Student may be placed at the Site.

C. Suspension. LTC may immediately suspend this Agreement upon written notice to SFD if SFD fails to maintain full and unrestricted accreditation, licensure and, if applicable, eligibility as required under Section 2.6 of this Agreement. SFD may suspend this Agreement immediately upon written notice to LTC if LTC fails to maintain full and unrestricted accreditation and licensure as required under Section 1.4 of this Agreement.

8.3 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. Neither party is precluded from pursuing all legal and equitable remedies if any breach of this Agreement caused damages to such party. However, neither party shall be liable to the other for any indirect, consequential, or exemplary damages.

8.4 Termination of a Student's Clinical Education Site Due to Student's Actions. Notwithstanding the foregoing, if a Student fails to substantially perform as required in this Agreement, either party may terminate the Student from the Program. In such case, the parties shall confer prior to termination to determine the appropriate outcome and timeline for same. Upon agreement, LTC shall notify Student of the failure, the outcome caused thereby, and the parties' intention to terminate as well as the termination effective date. Aggrieved students shall have exclusive remedy in accordance with LTC policies and procedures.

9. AMENDMENTS AND MODIFICATIONS. This Agreement may be modified by signed, written agreement of the parties at any time.

10. INDEMNIFICATION AND LIABILITY

10.1 Indemnification by SFD. To the extent permitted by law, SFD shall indemnify, hold harmless and defend LTC from and against any and all liability, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of SFD's responsibilities under this Agreement.

10.2. Indemnification by LTC. To the extent permitted by law, LTC shall indemnify, hold harmless and defend the City, its officials, employees, and agents from and against any and all liability, claims, or judgments resulting from claimed injury, death, damage to property, or loss of use of property or any person or legal entity arising out of or in any way connected with the performance of LTC's responsibilities under this Agreement.

10.3. Notice of Claim. Upon notice of a claim made by a third party for which indemnification is sought, the notified party shall immediately provide notice to the other party of such claim. Each party shall be responsible for their own defense unless the parties agree to joint representation. Costs and fees shall be at the Court's discretion.

11. INSURANCE.

11.1 LTC. LTC shall maintain for the duration of this Agreement general and professional liability insurance listing the City of Sheboygan as an additional insured with policy limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate per year. Evidence of such insurance

shall be provided to SFD upon Agreement execution and upon request thereafter.

12. DISPUTE RESOLUTION. Venue of any disputes arising under this Agreement shall be in the Sheboygan County Circuit Court, Wisconsin.

13. NOTICES AND COMMUNICATION

13.1 Notices. All notices under this Agreement shall be given in writing and shall be deemed to have been given, in the case of personal delivery, upon receipt; in the case of mail delivery, two business days after deposit in the United States mail, first class delivery, postage prepaid and addressed to the street address set forth below; and, if by email, to the email address set forth below with no receipt of a failure of the transmission of the email:

If to LTC: **Lakeshore Technical College, Inc.**  
ATTN: Rob Schmidt  
Associate Dean of Public Safety  
1290 North Avenue  
Cleveland, WI 53015

If to SFD: **Sheboygan Fire Department**  
Attn: Asst. Chief Mike Lubbert  
1326 N. 25<sup>th</sup> Street  
Sheboygan, WI 53081

The addresses above shall be presumed to be accurate and current until notice of a different address is given according to the procedure(s) in this Section 13.

14. NON-EXCLUSIVE. LTC shall be free to enter into similar agreements with other facilities, and SFD shall be free to enter into similar agreements with other educational institutions.

15. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the internal Laws of the State of Wisconsin (regardless of such State's conflict of laws principles), and without reference to any rules of construction regarding the party responsible for the drafting hereof.

16. SEVERABILITY. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof. This Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

17. ASSIGNMENT. Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party.



18. RELATIONSHIP OF PARTIES. During the term of this Agreement, LTC and SFD, shall be, at all times, independent contractors of the other.

19. CONFIDENTIALITY OF RECORDS

19.1 Student Records. Many student educational records are protected by the Family Educational Rights and Privacy Act (“FERPA”) and, generally, student permission must be obtained before releasing specific student data to anyone other than LTC. LTC will provide SFD with guidance with respect to compliance with FERPA, but LTC assumes no responsibility for SFD’s failure to comply with FERPA or any other laws dealing with the confidentiality of student records.

19.2 Patient Health Care Records. 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”). Generally, the written permission of the patient (or person authorized by the patient) must be obtained before disclosing patient health information. SFD will provide Students and LTC with guidance with respect to compliance with these statutes and regulations, but SFD assumes no responsibility for LTC’s or any Student’s failure to comply with HIPAA or any other laws dealing with the confidentiality of patient records.

20. NON-DISCRIMINATION. LTC and SFD 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 LTC and the City.

21. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject hereof and supersedes all other agreements, in writing or oral, between the parties hereto with respect to the subject matter hereof.

22. NO THIRD PARTY BENEFICIARIES. No third parties (including any Student) are intended to benefit from this Agreement, and no third-party beneficiary rights shall be implied from anything contained in this Agreement.

22. WAIVER. Any party may waive, in writing, any term contained in this Agreement and intended to be for its benefit; provided, however, that no waiver by any party, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term.

23. COUNTERPARTS. This Agreement may be executed in counterparts,

24. SIGNATURES. Photocopied, PDF, electronic and other facsimile signatures on this Agreement and any other document that may be signed pursuant to this Agreement shall have the same effect as original signatures for all purposes.

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

**LAKESHORE TECHNICAL COLLEGE**

By: \_\_\_\_\_  
Paul D. Carlsen  
President

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

**Sheboygan Fire Department**

By: \_\_\_\_\_  
Eric Montellano  
Fire Chief

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