

CLINICAL AFFILIATION AGREEMENT

This **CLINICAL AFFILIATION AGREEMENT** (the "**Agreement**") is entered into by and between **CITY OF SHEBOYGAN FIRE DEPARTMENT** ("**the School**") and **ST. VINCENT HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS** (inclusive of St. Vincent Hospital d/b/a Prevea Health), **ST. MARY'S HOSPITAL MEDICAL CENTER OF GREEN BAY, INC.**, **ST. NICHOLAS HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS** (inclusive of St. Nicholas Hospital d/b/a Prevea Health), and **ST. CLARE MEMORIAL HOSPITAL, INC.** (inclusive of St. Clare Memorial Hospital d/b/a Prevea Health) (collectively, "**Wisconsin Division of Hospital Sisters Health System**") (School and Wisconsin Division of Hospital Sisters Health System may be referred to individually as a "**Party**" and collectively as the "**Parties**"). This Agreement shall be effective as of the date the last of the Parties executes this Agreement (the "**Effective Date**").

WHEREAS, Wisconsin Division of Hospital Sisters Health System operates clinics, hospitals, and other facilities, that have the ability to provide internship experiences (collectively the "**Facility**");

WHEREAS, the School desires to provide educational experiences to the students (hereinafter each a "**Student**" or collectively "**Students**") enrolled in one of the School's practical learning programs, as listed in **Exhibit A**, attached hereto and incorporated herein (hereinafter, each a "**Program**" or collectively the "**Programs**");

WHEREAS, Facility is willing to make available certain Facility sites, as listed in **Exhibit B**, attached hereto and incorporated herein, to the School, its employed faculty members, if applicable, and Students, **dependent on availability**, for the purpose of providing practical learning and clinical experiences through the Programs, which will necessarily include some activities and tasks performed by each Student; and

WHEREAS, requirements specific to each Program are set forth in **Exhibit C**.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. SCHOOL RESPONSIBILITIES:

1.1. Provision of foundational curriculum to students. The School shall have the total responsibility for planning and determining the adequacy of the educational experience of Students in theoretical background, basic skill, professional ethics, attitude and behavior, and will assign to the Facility only those Students who have satisfactorily completed the prerequisite didactic portion of the School's Program curriculum.

1.2. Student professional liability insurance.

1.2.1. State Colleges and Universities. If the School is a state college or university, the School shall require Students participating in the practicum

to maintain, and the School shall provide proof to the Facility of, a personal student professional liability insurance policy of at least One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate covering the acts of such Student while participating in the program at the Facility. Provided further, in the event the required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the Student.

1.2.2. Other Colleges and Universities. Unless otherwise specified in **Exhibit C**, the School shall require Students participating in the practicum to maintain, and the School shall provide proof to the Facility of, a personal student professional liability insurance policy of at least One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate; and general liability coverage of at least One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) in the aggregate covering the acts of such Student while participating in the program. Such insurance coverage must be placed with an insurance carrier acceptable to the Facility. Certificates of insurance evidencing coverage as specified above must be produced prior to Student participation in the Program. In the event the required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the Student. The School shall require Students participating in the Program to maintain comprehensive health insurance.

1.2.3. Additional insurance coverage. Any additional applicable insurance coverage requirements shall be set out by the Parties in **Exhibit C** to this Agreement.

1.3. Designation of liaison to Facility; communications relating to clinical placements. The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility. The assignments to be undertaken by the Students participating in the Programs will be mutually arranged and a regular exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances. The School shall notify the Facility in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the Facility.

1.4. Evidence of student certifications, vaccinations, etc. Where applicable, the School shall provide evidence that a Student has met all vaccination and certifications requirements, as required by law and Facility policy, which may include, without limitation, CPR certification, hepatitis B vaccination, and OSHA compliance for prevention of transmission of blood borne pathogens and TB, as described in further detail in **Exhibit C**.

1.5. Criminal background check and drug screen compliance. Where applicable, a criminal background check and drug screen, as specified in **Exhibit C**, and as required by and acceptable to the Facility, are required of each placed Student prior to participation in the clinical rotation. It is the School's responsibility to ensure

that the background check and drug screening have been completed and that Students with unacceptable results will not participate at sites where Students with such results are forbidden by policy.

1.6. School notices to students. The School shall notify each Student prior to his/her arrival at the Facility and shall ensure that he/she:

- 1.6.1. Follows the administrative policies, standards, and practices of the Facility.
- 1.6.2. Obtains medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Facility.
- 1.6.3. Provides his/her own transportation and living arrangements.
- 1.6.4. Reports to the Facility on time and follows all established regulations during the regularly scheduled operating hours of the Facility.
- 1.6.5. Conforms to the standards and practices established by the School while functioning at the Facility.
- 1.6.6. Obtains prior written approval of the Facility and the School before publishing any material relating to the clinical learning experience.
- 1.6.7. Meets the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional code of ethics and the applicable standards of TJC and/or other relevant accrediting or regulatory bodies.

1.7. Qualifications of School faculty. The School represents and warrants that relevant faculty members are appropriately certified and/or licensed. Where applicable, the School will provide the Facility with copies of evidence of certifications or licensures, as specified in **Exhibit C**.

2. FACILITY RESPONSIBILITIES:

2.1. Provision of facilities for supervised clinical experiences. Subject to the provisions of Section 3.2 of this Agreement, the Facility agrees to make the appropriate facilities available to the School in order to provide supervised clinical experiences to Students, **availability to be determined by Facility**. Such facilities shall include an environment conducive to the learning process of the Students as intended by the terms of this Agreement and conforming to customary Facility procedures.

2.2. Facility rules applicable to Students during clinical assignments. Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of clinical assignment, Students will be subject to all rules and regulations of the Facility and imposed by the Facility on its employees and agents with regard to following the administrative policies, standards, and practices of the Facility.

2.3. Patient care. While at the Facility, Students are not to replace the Facility staff, and are not to render services except as identified for educational value and delineated in the jointly planned educational experiences set forth in **Exhibit D**,

attached hereto and incorporated herein by reference (the “**Patient Care Duties**”). Any such direct contact between a Student and a patient shall be under the supervision of a supervisor designated by the School. The Facility shall at all times remain responsible for patient care. The School shall be responsible for ensuring each Student is adequately supervised at all times.

- 2.4. Emergency treatment of Students.** Emergency outpatient treatment will be available to Students while in the Facility hospital for clinical training in case of accident or illness. In case of emergency at a non-hospital Facility site, standard procedure will be followed. It is the Student’s responsibility to bear the cost of the emergency treatment.
- 2.5. Designation of liaison to School; communications relating to clinical placements.** The Facility shall designate a liaison responsible for coordinating the clinical placements. That person shall maintain contact with the School’s designated liaison person to assure mutual participation in and surveillance of the clinical Programs. The Facility shall notify the School in writing of any change or proposed change of the person(s) responsible for coordinating the clinical placements.
- 2.6. Identity and credentials of Facility supervising personnel.** The Facility shall designate and submit in writing to the School the name, and where applicable the professional and academic credentials, of the individual(s) overseeing Student(s) experiences, as specified in **Exhibit C**.
- 2.7. School tour of Facility.** The Facility shall, on reasonable request and subject to legal restrictions regarding patient health information, permit a tour of its clinical facilities and services available and other items pertaining to clinical learning experiences, by representatives of the School and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.
- 2.8. Provision of relevant Facility policies.** Where applicable, the Facility shall provide Student(s) and the School with the Facility’s administrative policies, standards and practices relevant to the clinical placement, as specified in **Exhibit C**.
- 2.9. FERPA compliance.** The Facility shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the School’s Students who train at the Facility pursuant to this Agreement.

3. OTHER RESPONSIBILITIES:

- 3.1. Compliance with patient privacy laws.** The School agrees to abide by and require its faculty and Students to abide by the Standards for Privacy of Individually Identifiable Health Information and all other regulations promulgated under

Section 264 of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and other state or federal health information privacy and security laws (collectively, "Privacy Laws") in effect as of the Effective Date or as amended from time to time. Upon request, the Parties may amend the Agreement to conform with any new or revised Privacy Laws in order to ensure that Facility is at all times in conformance with all Privacy Laws. School and each Student acknowledges and agrees that each is a participant in Facility's organized health care arrangement ("OHCA"), and further agree to act in accordance with such OHCA designation.

- 3.2. Determination of instructional period.** The course of instruction will cover a period of time as arranged between the School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility.
- 3.3. Determination of number of participating Students.** The number of Students eligible to participate in the clinical placement will be determined and may be changed by mutual agreement of the Parties. Notwithstanding the foregoing, the Facility and the School agree and understand that the availability of clinical placements at Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, Facility may reduce the number of Students eligible to participate in the clinical education experience with prior notice to the School and adequate time for the School to reassign the Student(s) to another clinical site. The Facility agrees further to accommodate Students of the School who are similarly displaced from other clinical affiliates of the School to the extent that clinical space is available at the Facility.
- 3.4. Evaluation of Students' clinical experiences.** Evaluation of the clinical learning experiences of the Students will be accomplished jointly by the School and the Facility. Appropriate School and Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current clinical experiences offered to Students.
- 3.5. Removal of Students.**
 - 3.5.1. The School has the right to remove a Student from a clinical education Program. The School shall notify the Facility of such removal in writing.
 - 3.5.2. The Facility may immediately remove any Student participating in a clinical education experience from the Facility's premises for behavior that the Facility deems to be a threat to the health or welfare of its patients, staff members, visitors, or operations. The Facility, in its sole discretion, may also immediately remove any Student for the failure to adhere to any applicable policy, procedure, standard, or practice of the Facility. In such event, the Facility shall notify the School in writing of its actions and the reasons for its actions as soon as practicable. If the Facility desires to remove a Student for any other reason, it shall notify the School in writing of the reasons for the removal and shall consult with the School before removing the Student.

4. TERM OF AGREEMENT:

The initial term of this Agreement shall be for one (1) year, to commence on the Effective Date and terminate one (1) year thereafter. Following expiration of the initial term, this Agreement shall automatically renew for successive one (1) year terms until terminated in accordance with this Section. Either Party may terminate this Agreement at any time, without cause or penalty, upon ninety (90) days prior written notice to the other Party. In the event that this Agreement is terminated, Students who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

5. ADDITIONAL TERMS:

- 5.1. **Ethical and Religious Directives.** The Parties acknowledge that Facility is operated in accordance with the *Ethical and Religious Directives for Catholic Healthcare Services* as promulgated, from time to time, by the United States Conference of Catholic Bishops, Washington, D.C., of the Roman Catholic Church ("**Ethical and Religious Directives**"), and that the principles and beliefs of the Roman Catholic Church are a matter of conscience to Facility. It is the intent and agreement of the Parties that neither this Agreement nor any part hereof shall be construed to require Facility to violate said Ethical and Religious Directives in its operation and all parts of this Agreement must be interpreted in a manner that is consistent with said Ethical and Religious Directives. The School shall ensure that Students act in accordance with the Ethical and Religious Directives when engaged in clinical educational experiences at Facility.
- 5.2. **Compliance with laws.** The Parties believe and intend that this Agreement complies with all relevant federal and state laws as well as relevant regulations and accreditation standards, including but not limited to Federal Health Care Program (as defined under 42 U.S.C. § 1320a-7b(f)), fraud and abuse laws (including the Anti-Kickback Statute and the Stark Law), and all of the rules and regulations promulgated pursuant to, and all of the cases or opinions interpreting such statutes and laws (collectively, "**Laws**").
- 5.3. **Corporate Compliance Program.** Facility has in place a Corporate Compliance Program (the "**Compliance Program**") which has as its goal, to ensure that Facility complies with Laws. The Compliance Program focuses on risk management, the prevention of misconduct and the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices. The School acknowledges Facility's commitment to the Compliance Program and agrees to conduct all activities which occur pursuant to this Agreement in accordance with the underlying philosophy of the Compliance Program.
- 5.4. **Warranty of non-exclusion.** Each Party represents and warrants to the other that it is not: excluded from participation in any Federal Health Care Program; debarred, suspended or otherwise excluded from participating in any other federal or state

procurement or non-procurement program or activity; or designated a Specially Designated National or Blocked Person by the Office of Foreign Asset Control of the U.S. Department of Treasury. Each Party further represents and warrants to the other Party that to its knowledge, there are no pending or threatened governmental investigations that may lead to such exclusion. The School shall notify Facility in writing upon the commencement of any such exclusion or investigation within seven (7) business days of receiving first notice of such exclusion or investigation. Facility shall have the right to terminate this Agreement immediately upon learning of any such exclusion and shall be kept informed of the status of any such investigation.

- 5.5. Independent Parties.** Except as set forth in this Agreement, no action taken by either Party, or its officers, employees or agents pursuant to this Agreement, shall be deemed to create any partnership, joint venture, association or syndicate between the Parties, nor shall any such action be deemed to confer upon either Party any express or implied right or authority to assume, or create any obligation or responsibility on behalf of, or in the name of, the other Party. The Parties to this Agreement are independent entities, contracting with each other solely for the purpose of carrying out the terms and conditions of this Agreement. Facility shall not be responsible for the payment of any federal, state or local taxes arising under or in connection with this Agreement, including, without limitation, the payment of actual and estimated tax liabilities, and Facility shall be indemnified and held harmless from any loss, cost, or liability arising out of the School's failure to do so.
- 5.6. Indemnification.** Each Party agrees to indemnify and hold the other harmless from any and all claims, suits, damages, fines, penalties, judgments, liabilities and expenses (including reasonable attorney's fees and court costs) arising from (a) any negligent or willful act or omission of the Party, its agents, or employees, (b) breach of this Agreement or (c) violation of a Law; provided, however, that the School shall not be entitled to indemnification for any claims, liability, losses, or damages caused by the acts or omissions of any of its Students or faculty members assigned to Facility pursuant to this Agreement. Notwithstanding anything to the contrary in this Agreement, a Party's obligations with respect to indemnification for acts described in this Section shall not apply to the extent that such application would nullify any existing insurance coverage of such Party or as to that portion of any claim of loss in which an insurer is obligated to defend or satisfy. This Section shall survive the expiration or earlier termination of this Agreement. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
- 5.7. Non-Discrimination.** The Parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, as well as any and all applicable rules and regulations of the State. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, ancestry, military status, sexual orientation or handicap in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.

- 5.8. Employment status.** No assigned Student or School faculty member under this Agreement shall in any way be considered an employee or agent of the Facility nor shall any such Student or faculty member be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the Facility.
- 5.9. Amendments.** This Agreement may be amended only by an instrument in writing signed by the Parties.
- 5.10. Assignment.** Neither Party may assign this Agreement or the rights or obligations hereunder without the specific written consent of the other Party, except that this Agreement may be assigned by Facility without the prior written approval of the School to an affiliate of Facility. For purposes of this Agreement, "Affiliate" shall mean any successor entity of Facility, or any entity controlled directly or indirectly by Facility or Hospital Sisters Health System.
- 5.11. Force Majeure.** Either party will be excused for failures, delays and suspension of performance of its respective obligations under this Agreement due to any cause beyond the control or is the result of one or more of the following non-exclusive list of events: acts of God; lighting; earthquakes; fire; storm; floods strikes, lockouts, or industrial disputes or disturbances; interruptions by government or court orders; present and future valid orders of any regulatory body having proper jurisdiction; civil disturbances; terrorist attacks; cyber-attacks; ransomware; acts of the public enemy; wars; riots; blockades; insurrections; epidemics; pandemics; landslides; or inability due to any of the aforementioned causes to obtain necessary labor, materials or facilities ("**Force Majeure Event**"). This provision will not, however, release such party from using its best efforts to remove such cause and such party will continue performance hereunder with the utmost dispatch whenever such causes are removed. If a Force Majeure Event occurs, HSHS may propose an amendment to this Agreement within thirty (30) days, or a time that is reasonable given the circumstances. The proposed amendment can either be accepted, or HSHS will have the right to terminate this Agreement.
- 5.12. Mission.** The ecclesiastical mission of the Hospital is to reveal and embody Christ's healing love for all people through high quality Franciscan health care ministry. The Hospital's ecclesiastical mission includes acting to preserve the virtue and integrity of the Hospital and upholding the teaching of the Church. No Party shall engage in conduct that is or could be detrimental to the Hospital's ecclesiastical mission. The Hospital shall have the sole discretion to determine whether the conduct of any other Party is or could be detrimental to the Hospital's ecclesiastical mission. This determination will be subject to the ecclesiastical abstention doctrine¹, as it relates to an internal determination of interference in the Hospital's

¹ The ecclesiastical abstention doctrine, also known as the church autonomy doctrine, is a common law doctrine that guides courts when a case would require the court to decide a religious question. The doctrine provides that if a case would require a civil court to decide a matter of religious doctrine, then the court should either refuse to adjudicate the matter or defer to the relevant religious hierarchy. Watson v. Jones, 80 US 679, US Supreme Court an 1871 Supreme Court case is often cited as the basis for the doctrine in the United States, and grounds the doctrine in the Free Exercise Clause of the First Amendment.

ecclesiastical mission. If Hospital determines that the conduct of any other Party is or could be detrimental to the Hospital's ecclesiastical mission, then Hospital may immediately terminate this Agreement by providing written notice of termination.

- 5.13. Books and records.** If this Agreement is a contract within the purview of Section 1861(v)(1)(I) of the Social Security Act (Section 952 of the Omnibus Reconciliation Act of 1980) and the regulations promulgated at 42 C.F.R. Part 420 in implementation thereof, the Parties agree to make available to the Comptroller General of the United States ("**Comptroller General**"), the Secretary of the Department of Health and Human Services ("**Secretary**") and their duly authorized representatives, for four (4) years after the latest furnishing of services pursuant to this Agreement, access to the books, documents and records and such other information as may be required by the Comptroller General or Secretary to verify the nature and extent of the costs of services provided by each Party, respectively. If either Party, upon the approval of the other Party, carries out the duties of this Agreement through a subcontract worth \$10,000.00 or more over a twelve (12) month period with a related organization, the subcontract will also contain an access clause to permit access by the Secretary, Comptroller General and their representatives to the related organization's books and records.
- 5.14. Corporate practice of medicine.** Nothing contained herein shall be construed as allowing or authorizing Facility to engage in the practice of medicine, either directly or through its agents or employees. It is the intent of the Parties that any actions performed pursuant to this Agreement which constitute acts of medicine are not acts of, or by, Facility.
- 5.15. Counterparts; facsimile and pdf signatures.** The Parties agree that this Agreement may be executed in multiple originals, each of which shall be considered an original for all purposes and, collectively, shall be considered to constitute this Agreement. The Parties further agree that signatures transmitted by facsimile or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and enforcement of this Agreement.
- 5.16. Entire agreement.** This Agreement supersedes all previous contracts or agreements between the Parties for the same services and constitutes the entire agreement between the Parties. Neither the School nor Facility shall be entitled to benefits other than those specifically enumerated herein.
- 5.17. Governing law.** This Agreement shall be construed and governed by the laws of the State. Unless otherwise required by law, the Parties shall submit to the jurisdiction of the courts within the county where Facility is located in the State.
- 5.18. Headings.** The headings and subheadings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

- 5.19. Interpretation.** The Parties hereto acknowledge that (i) each Party has reviewed the terms and provisions of this Agreement; (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all Parties hereto and not in favor or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement.
- 5.20. Notice.** Notices or communications herein required or permitted shall be given to the respective Party by registered or certified mail, by overnight courier service (e.g., UPS), by electronic mail for which the sender has an electronic receipt, or by hand delivery, at the address listed under the Party's signature to this Agreement unless either Party shall designate a new address by written notice. The notice shall be deemed to be given as follows: (i) in the case of certified or registered mail, three (3) days after the date of its mailing; (ii) in the case of overnight courier service, on the next business day following mailing; (iii) in the case of electronic mail, on the date notice was sent; and (iv) in the case of hand delivery, on the date of its receipt by the Party entitled to it.
- 5.21. Severability.** If any term, covenant, or condition of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable, then the remainder of this Agreement and the application of any term or provision to any person or circumstances, other than those to which it is held invalid or unenforceable, shall not be affected thereby and all other terms shall be valid and enforceable to the fullest extent permitted by law.
- 5.22. Survival.** Any provision which expressly or by its context requires, after termination of this Agreement, action or places obligations on the Parties to this Agreement, shall so survive the termination of this Agreement.
- 5.23. Third party rights.** Except as otherwise expressly stated herein, the Parties do not intend to create any enforceable rights in any third party under this Agreement and there are no third party beneficiaries to this Agreement.
- 5.24. Waiver of breach.** The waiver by either Party of a breach or violation of any provision of this Agreement shall not operate as nor be construed to be a waiver of any subsequent breach hereof.

WHEREOF, a duly authorized officer and representative of each Party has executed this Agreement on the date as indicated below.

[Signature Page Follows]

**ST. VINCENT HOSPITAL OF THE
HOSPITAL SISTERS OF THE THIRD
ORDER OF ST. FRANCIS, ST. MARY'S
HOSPITAL MEDICAL CENTER OF
GREEN BAY, INC., ST. NICHOLAS
HOSPITAL OF THE HOSPITAL
SISTERS OF THE THIRD ORDER OF
ST. FRANCIS, and ST. CLARE
MEMORIAL HOSPITAL, INC.**

**CITY OF SHEBOYGAN FIRE
DEPARTMENT**

By: _____
Robert Erickson
President and CEO

By: _____
Name:
Title:

Date: _____

Date: _____

Address: 835 South Van Buren Street
Green Bay, WI 54301
Attn: President and CEO

Address: 1326 N. 25th Street
Sheboygan, WI 53081
Attn:

**ST. VINCENT HOSPITAL D/B/A
PREVEA HEALTH, ST. NICHOLAS
HOSPITAL D/B/A PREVEA HEALTH,
and ST. CLARE MEMORIAL
HOSPITAL D/B/A PREVEA
HEALTH**

By: _____
Ashok N. Rai, M.D.
President and CEO

Date: _____

Address: 2710 Executive Drive
Green Bay, WI 54304
Attn: President and CEO

EXHIBIT A
PROGRAMS

| [Paramedics](#)

EXHIBIT B

FACILITY SITES

St. Vincent Hospital, 835 South Van Buren Street, Green Bay, WI 54301

St. Mary's Hospital Medical Center, 1726 Shawano Avenue, Green Bay, WI 54303

St. Nicholas Hospital, 3100 Superior Avenue, Sheboygan, WI 53081

St. Clare Memorial Hospital, 855 South Main Street, Oconto Falls, WI 54154

Prevea Health, all clinic sites

EXHIBIT C

PROGRAM SPECIFIC REQUIREMENTS

Facility: Wisconsin Division of Hospital Sisters Health System
 School: City of Sheboygan Fire Department
 Program: Those programs listed on Exhibit A

Facility requires:	Yes	No
1) For all Schools, proof of professional liability insurance in a minimum amount of \$1 million per occurrence and, for non-state Schools, proof of general liability insurance in a minimum amount of \$1 million per occurrence. (paragraph 1.2)	<u>x</u>	
2) Verification that Students have met requirements for: (paragraph 1.4)		
a) CPR certification	<u>x</u>	
b) Immunizations		
i) Chickenpox (Varicella): Must have history of having Chickenpox disease, proof of immunity by titer <u>or</u> have received two doses of the varicella vaccine (Varivax) given one month apart.	<u>x</u>	
ii) TB screening: A QuantiFERON TB Gold test or a two step TB skin test (TST) within the last 12 months with negative results prior to start date	<u>x</u>	
iii) Students with a positive Tuberculosis screening will complete a TB Surveillance Questionnaire and chest x-ray to rule out active disease.		
iv) Must have each of the following <u>or</u> meet v. below: (1) Rubella (German measles) immunization: Immunity required by documentation of one live dose of Rubella vaccine or positive Rubella titer. If Rubella titer is negative, immunization is required unless pregnant. (2) Rubeola (Red measles) immunization: Immunity required by documentation of two live doses of Rubeola vaccine <u>or</u> positive Rubeola titer. (3) Mumps immunization in 1969 or later written documentation of immunization of two live doses of mumps vaccine or positive Mumps titer.	<u>x</u>	
v) MMR (Mumps, Measles, Rubella) immunization: Two doses of MMR vaccination.		
vi) Influenza immunization: Documentation of influenza vaccination for current season <u>or</u> declination, in compliance with the current influenza vaccination policy in effect at Facility.	<u>x</u>	
vii) Covid-19 immunization: Documentation of Covid-19 vaccination <u>or</u> declination, in compliance with the current Covid-19 vaccination policy in effect at Facility.	<u>x</u>	
viii) Hepatitis B: Documentation of the hepatitis B vaccine series <u>or</u> proof of immunity by titer.	<u>x</u>	
c) Compliance with OSHA requirements for prevention of transmission of bloodborne pathogens and TB	<u>x</u>	

3) The Facility, through the Employee Health Service, shall provide for post-exposure testing of source individual after all occupational blood/body fluid exposures which occur within the Facility and are reported on Facility's incident report forms. Beyond such testing, the School shall assume responsibility for its employees and Students as follow-up to reported exposures of any kind (including blood/body fluid and any other type of exposure to infectious disease and/or hazardous material).	<u>x</u>	
4) Criminal background check acceptable to Facility.	<u>x</u>	
5) Drug screen acceptable to Facility/School.	<u>x</u>	
6) Evidence of relevant faculties' certifications or licensures (paragraph 1.7)	<u>x</u>	
7) Student/Practitioner/contractor shall conduct his/her/its practice and professional activities (or duties and responsibilities pursuant to this contract) in accordance with the "Ethical and Religious Directives for Catholic Healthcare Services" published by the United States Conference of Catholic Bishops, and the Ethical Directives of the Hospital, or any succeeding documents which may be adopted by the USCCB or the Facility or their successors.	<u>x</u>	
School requires:		
1) Copy of relevant Facility policies (paragraph 2.8)		
2) Evidence of academic credentials, certifications and licensures of individual(s) overseeing Student(s) experiences (paragraph 2.6)		
3) Other _____		

EXHIBIT D

PATIENT CARE DUTIES

(Each program shall have its own patient care duties list)

Facility: _____
School: _____
Program: _____

Students may perform the following Patient Care Duties at Facility, as amended from time to time:

| [Insertion of peripheral IVs](#)