

MASTER EDUCATIONAL AFFILIATION AGREEMENT BETWEEN

AND THE MEDICAL COLLEGE OF WISCONSIN, INC.

This Agreement is made as of the ____ day of _____, _____, by and between (“Site”) and The Medical College of Wisconsin, Inc. (“MCW”). The purpose of this Agreement is to provide learning and practical experiences for the students of MCW who are enrolled in the MASTER OF PUBLIC HEALTH PROGRAM as listed in the attached Program Memoranda and to establish and operate Education Programs at Site.

GENERAL

1. Program Memorandum. Each educational program of MCW which places students at Site (each, a “Program”) is subject to this Agreement and is identified in a Program Memorandum accompanying this Agreement. If more than one educational program of MCW is or becomes subject to this Agreement, there will be a separate Program Memorandum for each such program, signed by the parties, and each such program will be considered the “Program” for purposes of this Agreement. The Program Memorandum:

- (a) Indicates the representatives of MCW and Site responsible for maintaining liaison between the parties for purposes of the Program (hereafter, the “MCW Designee” and the “Site Designee,” respectively);
- (b) Indicates the number of students from MCW who will be permitted to participate in the Program at Site during any one rotation;
- (c) Provides such other information as may be required under this Agreement or as may be appropriate for the operation of the Program at Site; and
- (d) Refers to this Agreement.

In the event of any discrepancy between the Program Memorandum and this Agreement, the provisions of this Agreement shall prevail.

2. Term and Termination. This Agreement is for a term of one year beginning on the date first written above, and it shall be automatically renewed for subsequent one-year terms unless terminated by either party upon six months prior written notice to the other party, provided that either party may terminate any individual Program under the same terms without terminating all the Programs. Notwithstanding any such termination, any student already enrolled and participating in the Program which is being terminated shall have the right to complete in full the placement at Site unless cancellation of placement occurs pursuant to the terms herein.

3. Number of Students; Placement Dates. The number of students eligible to participate in the Program and the specific dates for the placement of each student in the Program will be mutually determined by agreement of the parties in writing in the Program Memorandum.

4. Student Prerequisites. MCW will assign to Site only those students who have satisfactorily completed the prerequisite didactic portion of MCW’s applicable educational program.

5. Cancellation of Individual Placement. Site may cancel, by notice in writing to the MCW Designee for the applicable Program and to the MCW registrar, the placement of any student whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within Site or non-Site-owned premises in which Site's faculty conduct their practice, or whose health status is a detriment to the student's successful completion of the placement or the safety of others. Site will provide the student, the MCW registrar, and the MCW Designee for the Program with a written justification for the proposed cancellation of a placement. Except in emergencies, Site shall consult with the MCW registrar and the MCW Designee for the Program prior to any such cancellation.

6. Compliance with Applicable Laws, Regulations and Ordinances; Non-Discrimination. The parties agree to comply with all applicable federal, state, and local laws, regulations and ordinances. Both parties specifically agree not to discriminate unlawfully against any individual on the basis of race, creed, national origin, color, sex, religion, age, marital status, veteran status, or disability.

7. No Third-Party Beneficiaries. This Agreement is not a third-party beneficiary contract and confers no rights upon students or employees of the parties.

8. Status of Students. Students are not employees of MCW or Site and are therefore ineligible to receive Worker's Compensation or Unemployment Compensation benefits from either party.

9. Site Requirements for Students. The Site Designee for each Program shall forward a list of requirements, including immunizations, titers, special training, and any other requirements, as well as any applicable deadlines, to the MCW Designee for that Program. The MCW Designee for each Program shall inform the students of Site's requirements and instruct the students to send information indicating completion dates of those requirements to Site. Each student will be responsible for providing accurate and timely documentation of the completion of all requirements to Site. The failure to provide accurate and timely documentation of fulfillment of all requirements shall be sufficient justification under Section 5 above for Site to cancel or postpone, at its option, the placement of such student.

10. Insurance. In order to insure against potential liability arising out of the activities performed under, or in any manner related to, this Agreement, MCW and Site each agree to obtain and maintain, in force and effect, comprehensive general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Both MCW and Site agree that such insurance may not be revoked, reduced or changed in a material way without at least thirty (30) days prior written notice to the other party.

11. Indemnification. MCW shall be responsible for the negligent acts or omissions of its officers, and employees acting within the scope of their employment and for the negligent acts or omissions of its students acting within the scope of their responsibilities in their educational program. Site shall be responsible for the negligent acts or omissions of its officers, employees, and agents acting within the scope of their employment or agency, respectively. Neither of the parties agree to indemnify the other party for any such act or omission, provided, however, that this Agreement shall not constitute a waiver by either party of any rights to indemnification, contribution or subrogation which such party may have by operation of law.

12. Amendment. This Agreement may be revised or modified only by written amendment signed by authorized representatives of both parties.

13. Superseding Agreement. This Agreement, including the Program Memoranda, supersedes all prior agreements between the parties hereto relating to Education Programs at Site for MCW students.

RESPONSIBILITIES OF MCW

14. MCW Designee. The MCW Designee for each Program shall be a MCW faculty member who shall coordinate with the Site Designee the program for each student assigned to Site.

15. Notification to Students. MCW Designee for each Program shall notify each student that he or she is responsible for:

- (a) Reporting to Site on time and following the administrative policies, standards, and practices of Site and any other institution in which the placement is conducted;
- (b) Providing his or her own transportation and living arrangements;
- (c) Maintaining his or her own health records and providing his or her own health insurance coverage and documentation as required by Site;
- (d) Conforming to the standards and practices established by MCW while training in Site;
- (e) Maintaining confidentiality of information relating to Site's patients or clients.

16. Disciplinary Action. MCW shall handle all student disciplinary problems, considering recommendations of personnel of Site.

RESPONSIBILITIES OF SITE

17. Provision of Planned, Supervised Program. Site shall provide a planned, supervised program of practical experience as specified in the most recent outline of its Education Program supplied in writing to MCW Designee.

18. Student Records. Site shall maintain complete records and reports on each student's performance, providing evaluations and grades to MCW Designee on forms provided by MCW within thirty (30) days of completion of said student educational experience at Site.

19. Responsibility for Patients. If Student provides clinical care or is involved in clinical care under this Agreement, Site shall retain ultimate responsibility for the care of its patients.

20. Inspection of Premises and Records. Site shall, on reasonable notice, permit inspection of its facilities and records of MCW's students by appropriate MCW or accreditation agency representatives charged with the responsibility for approval of the site or accreditation of MCW's curriculum.

21. Designation of Responsible Site Personnel. Site shall designate in writing to MCW Designee in each Program the name of the person responsible for Site's Education Program in that Program and shall also submit to MCW Designee the curriculum vitae of Site's professional staff participating in the Education Program. Site agrees to notify MCW Designee of any change or proposed change in its designation of the person responsible for the Training Program in each Program.

22. Student Compliance. Site shall require the students' compliance with their responsibilities as set forth in Sections 15((a)) through ((e)) above. MCW agrees to assist Site in obtaining students' compliance upon request.

23. No Student Support. MCW acknowledges that Site has no obligation to provide any portion of the room and board, and/or stipend during the term of any student's placement.

24. Orientation. Site shall, at the commencement of a student's placement, provide the student a thorough orientation as to Site's administrative policies, standards, and practices relevant to the placement.

25. Student Absences. Except in emergencies, Site shall not grant leaves of absence from regular duties to students during their placements without prior approval from MCW Designee. In the event that a student with a placement in one of Site's Education Programs accumulates absence due to illness in excess of three days during the placement, Site shall promptly arrange for the student to make up the lost time or shall inform MCW Designee of its inability to make such arrangements.

26. Supplies and Support. Site shall make available to students for educational purposes use of such supplies and equipment as are commonly available and standard reference material suitable to the learning experience of the student.

27. Compliance. Site shall comply with applicable MCW policies and procedures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first written above.

The Medical College of Wisconsin, Inc.

By: _____
Name: _____
Title: _____

By: _____
Joseph E. Kerschner, MD
Dean and Executive Vice President

**PROGRAM MEMORANDUM MASTER OF PUBLIC HEALTH PROGRAM
UNDER MASTER EDUCATIONAL AFFILIATION AGREEMENT BETWEEN**

**AND
THE MEDICAL COLLEGE OF WISCONSIN, INC.**

This Program Memorandum for the Master of Public Health Program pertains to the Master Educational Affiliation Agreement (the "Agreement") effective _____ between ("Site") and The Medical College of Wisconsin, Inc. ("MCW"). This Program Memorandum is an integral part of the Agreement, and all terms used in both documents are intended to have the same meanings unless the context clearly indicates otherwise. If more than one Program is subject to the Agreement, however, the term the "Program" as used in this Program Memorandum is intended to refer only to the particular program identified in paragraph 1, below. This Program Memorandum supersedes all prior agreements for the Program named below.

1. **Program.** The Program to which this Program Memorandum applies: Master of Public Health Program
2. **Site Department/Division which will conduct the Education Program:**
3. **Date of Implementation.** Experiences under the Program will begin on the following date:
4. **Length of Educational Experience:**
5. **Site and MCW Designees.**
 - (a) Name, title and telephone number of the Site Designee responsible for maintaining liaison with MCW for purposes of this Program:
 - (b) Name, title and telephone number of the MCW Designee responsible for maintaining liaison with Site for purposes of this Program:

Terry Brandenburg, MPH, CPH, Master of Public Health Program Manager
Phone: 414-955-8036
6. Maximum number of Students who will be permitted to participate in the Program at the facility during any one semester or rotation:

The Medical College of Wisconsin, Inc.

By: _____
Name: _____
Title: _____

By: _____
Name: Joseph E. Kerschner, MD
Title: Dean and Executive Vice President