

**MASTER CLINICAL AFFILIATION AGREEMENT
BETWEEN**

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

This Agreement is made as of the ____ day of _____, 2012, by and between _____ (“School”) and The Medical College of Wisconsin, Inc. (“MCW”). The purpose of this Agreement is to provide learning experiences for the students of School in the programs listed in the attached Program Memoranda and to establish and operate Education Programs at MCW.

GENERAL

1. Program Memorandum. Each educational program of School which places students at MCW (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 School 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 School and MCW responsible for maintaining liaison between the parties for purposes of the Program (hereafter, the “School Designee” and the “MCW Designee,” respectively);
- (b) Indicates the number of students from School who will be permitted to participate in the Program at MCW during any one semester or 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 MCW; 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 30 days 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 MCW unless cancellation of placement occurs pursuant to the terms herein. Notwithstanding any provision to the contrary in this Agreement, MCW may terminate this Agreement and all obligations to provide any Program in the event that such Program is conducted on Froedtert Memorial

Lutheran Hospital (“Froedtert”) premises and the Affiliation Agreement between Froedtert Memorial Lutheran Hospital and School is terminated.

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

5. Cancellation of Individual Placement. MCW may cancel, by notice in writing to the School Designee for the applicable Program, the placement of any student whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within MCW or non-MCW-owned premises in which MCW’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. MCW will provide the student and the School Designee for the Program with a written justification for the proposed cancellation of a placement. Except in emergencies, MCW shall consult with the School 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, 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 School or MCW and are therefore ineligible to receive Worker’s Compensation or Unemployment Compensation benefits from either party. Further, School faculty are not eligible for coverage under MCW’s Worker’s Compensation or Unemployment Compensation insurance programs.

9. MCW Requirements for Students. The MCW 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 School Designee for that Program. The School Designee for each Program shall inform the students of MCW’s requirements and instruct the students to send information indicating completion dates of those requirements to MCW. Each student will be responsible for providing accurate and timely documentation of the completion of all requirements to MCW. The failure to provide accurate and timely documentation of fulfillment of all requirements shall be sufficient justification under Section 5 above for MCW 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, School and MCW each agree to obtain and maintain, in force and effect, liability insurance in the types and amounts set forth below.

School agrees to maintain professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate for its participating students, faculty, employees, and agents. MCW shall maintain primary professional liability insurance or self-insurance in the minimum amounts required by Section 655.23(4) Wis. Stats. and participate in the Wisconsin Patients Compensation Fund as required by Section 655.27(3) Wis. Stats. Further, both parties agree to maintain comprehensive general liability insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Both School and MCW 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. Responsibility for Negligence. School 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, and for the negligent acts or omissions of its students acting within the scope of their responsibilities in their educational program. MCW 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.

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

13. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Wisconsin. If any term or provision of this document shall be held illegal or unenforceable, the validity of the remaining portions shall not be affected thereby.

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

RESPONSIBILITIES OF SCHOOL

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

16. Immunizations; Bloodborne Pathogens and Universal Precautions Education. School will provide evidence that Hepatitis B immunization has been recommended to the student; will provide in-service presentations and opportunities to view appropriate videotapes on Bloodborne Pathogens and Universal Precautions as required by OSHA; and will certify students' attendance at such sessions.

17. Notification to Students. School shall notify each student that he or she is responsible for:

- (a) Reporting to MCW on time and following the administrative policies, standards, and practices of MCW 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 MCW;
- (d) Conforming to the standards and practices established by School while training in MCW;
- (e) Maintaining confidentiality of information relating to MCW's patients.

RESPONSIBILITIES OF MCW

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

19. Student Records. MCW shall maintain complete records and reports on each student's performance, providing evaluations to School Designee on forms provided by School.

20. Responsibility for Patients. In all cases, MCW shall retain ultimate responsibility for the care of its patients.

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

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

23. Student Compliance. MCW shall require the students' compliance with their responsibilities as set forth in Sections 17((a)) through ((e)) above. School agrees to assist MCW in obtaining students' compliance upon request.

24. No Student Support. School acknowledges that MCW will not provide any portions of the room, board, and/or stipend during the term of any student's placement.

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

26. Student Absences. Except in emergencies, MCW shall not grant leaves of absence from regular duties to students during their placements without prior approval from School

Designee. In the event that a student with a placement in one of MCW's Education Programs accumulates absence due to illness in excess of three days during the placement, MCW shall promptly arrange for the student to make up the lost time or shall inform School Designee of its inability to make such arrangements.

27. Incident of Exposure. In the event of an incident of exposure to bloodborne pathogens or other infectious material, MCW agrees to:

- (a) provide School students post-exposure evaluation and treatment;
- (b) maintain records with respect to any such incident of exposure;
- (c) report the incident to School to allow for appropriate follow up by School; and
- (d) comply with Center for Disease Control and Occupational Safety and Health Administration guidelines regarding incidents of exposure.

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: _____

By: _____

Name: _____

Name: Joseph E. Kerschner, MD

Title: _____

Title: Dean of the Medical School &

Executive Vice President