



City of Waukesha
201 Delafield Street
Waukesha, WI 53188
Tel: 262.542.3700
waukesha-wi.gov

City of Waukesha Cover Sheet

Committee:	Meeting Date:
ID Number:	Ordinance/Resolution Number (if applicable):
Department Submitting:	Submission Date:
Agenda Item Title:	

Issue Before the Council:
Options & Alternatives:
Additional Details:



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What is the Strategic Plan Priority this item relates to:

What impact will this item have on the Strategic Plan Priority?

Financial Remarks:

Executive Recommendation:

Suggested Motion:

Reviewed By:

Finance Director	Date Reviewed
City Attorney	Date Reviewed
City Administrator	Date Reviewed

**CARROLL UNIVERSITY, INC.
COLLEGE OF HEALTH SCIENCES
AFFILIATION AGREEMENT FOR CLINICAL EDUCATION**

This Agreement is made effective this 7th day of May 2025 (“Effective Date”) by and between **CARROLL UNIVERSITY, INC.**, a Wisconsin institution of higher education (the “Institution”) and **CITY OF WAUKESHA** (the “City”), a government entity comprised in part by the Waukesha Fire Department (the “Fire Department” or “Department”), a subunit of the City duly created and authorized by Wis. Stat. § 62.13 and Wauk. Mun. Ord. § 2.07.

WITNESSETH

WHEREAS, the Institution 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 the Institution students enrolled in the Programs (“Students”); and

WHEREAS, the City by its Fire Department serves patients in various health services through the provision of medical or other services consistent with one or more Programs, specifically in this case emergency medical services, and seeks to train future health care practitioners by providing Students the opportunity to ride along with Fire Department emergency medical services personnel on actual service calls in the field, consistent with the educational objectives of Students and the Institution; and

WHEREAS, the Institution and the City have determined that each may best accomplish its objectives by mutual assistance, and seek to describe their affiliation in this Agreement;

NOW THEREFORE, the Institution and the City agree as follows:

AGREEMENT

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

1.1 **Preparation of Students for Clinical Placement.** The Institution shall assure, through qualified faculty, that each Student assigned to the Fire Department 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 Fire Department. After receiving from the Department the number of placements available for Students, the Institution shall select Students to be assigned (with the approval of the Department) to the Department. The Institution shall notify the Department of the Students assigned to the Department, and each Student's availability for participation in clinical experiences.

1.3 Educational Coordinator. The Institution 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 Department. 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. The Institution shall ensure that each Student assigned to the Department is covered, at no cost to the City, by professional liability insurance as set forth in Section 9.1 below.

1.5 Accreditation and Licensure. The Institution shall maintain, at all times during the term of this Agreement: (i) accreditation as an educational institution; and (ii) all licensures and approvals from the State of Wisconsin necessary to the applicable Program. The Institution shall promptly notify the Department of any change in its accreditation or licensure status.

1.6 Background Investigative Disclosure. All Students who are assigned to the Department shall have had a background check performed under the direction of the Institution 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 Regulation and Licensing, 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 the Institution to determine if the individual is barred from performing duties at the Department. Prior to placement of the Student, the Institution will notify the Department in writing of any crime of which Student has been convicted so that the Department may make a determination as to whether the conviction(s) is substantially related to the duties the Student would be performing. The Department may refuse placement of any Student the Department believes could put its patients, employees and/or visitors at risk. The Institution hereby agrees to notify the Department when the Institution becomes aware that any Student on site at the Department is charged with or convicted of any crime or is investigated by any governmental agency. Both the Institution and the City understand that the Student has an ongoing duty to report to the Institution should there be any change from the initial background check.

2. CITY RIGHTS AND RESPONSIBILITIES. In addition to its rights and responsibilities described elsewhere in this Agreement, the City shall have the following rights and responsibilities:

2.1 Number of Placements. The Department 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 Department can provide over a period of time, or other such

description of capacity. The Department shall communicate such capacity to the Institution before Students may be assigned to the Department.

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

2.3 Orientation. The Department shall provide the Institution's faculty and Students with a comprehensive orientation to the Department, including all applicable policies and procedures and expectations of the Department, and a tour of the physical plant. Such orientation shall include a comprehensive orientation to the Department's emergency and safety protocols and policies.

2.4 Student Access to the Department and Patients. The City shall permit access by Students to any and all areas of the Department 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. The City reserves the right to refuse access to any Student who does not meet, in the City's reasonable determination, its standards for safety, health or proper conduct.

2.5 Accreditation, Licensure and Eligibility. The Department 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; (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 Department shall immediately notify the Institution of any change in the Departments' qualifications, accreditation, licensure or eligibility status.

2.6 No Warranty of Quality of Instruction Provided by the City. The Institution acknowledges that the primary purpose of the Program is to allow students to witness firsthand real-life emergency medical situations, and not for Department personnel to provide instruction to students. The Institution shall remain solely responsible for educating its students to meet the requirements that the Institution maintains for the receipt of a degree, certificate or other educational attainment. Department personnel will provide incidental instruction and guidance to the Institution's students; however, the City makes no representations that such instruction and guidance will conform to the Institution's curriculum, and the City expressly disclaims any and all warranties and representations as to the quality or content of such instruction and guidance.

2.7 Final Authority. The Department retains final authority for all aspects of operations at and management of the Department.

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

3.1 Supervision and Evaluation of Students. The Institution and the Department shall, in good faith, work cooperatively to assure adequate supervision and evaluation of Students while Students are on-site at the Department. Both parties shall reinforce with Students: (i) the seriousness of the service being performed at the Department, including the Student's impact upon patients' wellbeing; (ii) the importance of abiding by the Department rules and regulations; and (iii) the confidentiality of patient identities and health information. The Institution shall, if the Department so desires, assure prompt feedback to the Department regarding Students' evaluation of their clinical experience at the Department. The Department shall assure prompt feedback to the Institution regarding Students' performance at the Department.

3.2 Review and Evaluation of Affiliation. The Institution and the City 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 7 below, to reflect changes in the parties' relationship.

4. STUDENT RIGHTS AND RESPONSIBILITIES. The Institution and the Department shall instruct Students regarding Students' rights and responsibilities while on-site at the Department. These rights and responsibilities shall include the following:

4.1 Conduct. Student shall, at all times while on the Department 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 Department premises. Student shall abide by all policies, rules and regulations established by the Department and the Institution.

4.2 Timeliness. Student shall report to the Department at the assigned place and time. Student shall immediately inform the Department and the Institution of Student's inability to report to the Department as assigned.

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

4.4 Insurance. Student shall maintain comprehensive health/medical insurance and insurance against professional liability claims as required under Section 9.3 of this Agreement.

4.5 Personal Expenses. While at the Department, 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 the Institution or the Department, provide a candid evaluation of the clinical experience at the Department including, without limitation, preparation for the on-site experience, orientation to the Department and experience and supervision at the Department.

5. STUDENT HEALTH POLICIES.

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

5.2 Immunizations. The Institution shall assure that Students have received, before reporting to the Department, appropriate immunizations and vaccines, or, in the alternative, have completed the appropriate declination of immunization form, notice of which is provided to the Department.

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. 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 Department. 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 thirty (30) 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 Department.

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

A. By Mutual Agreement. The Institution and the City may terminate this Agreement at any time upon thirty (30) days' notice or by written agreement, though the Parties shall attempt, in good faith and using their best efforts, to effectuate the termination to coincide with a normal academic or Program break.

B. For Cause. In the event the Institution or the City 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, 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 during said thirty (30) day period.

(2) If the material breach is not resolved to the satisfaction of the non-breaching party during the thirty (30) day period as provided in (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 City 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 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 Department.

C. Immediate Termination. The Institution may immediately terminate this Agreement if the Department fails to maintain full and unrestricted accreditation, licensure and, if applicable, eligibility as required under Section 2.6 of this Agreement. The City may terminate this Agreement immediately upon written notice to the Institution if the Institution fails to maintain full and unrestricted accreditation and licensure as required under Section 1.5 of this Agreement.

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.

7. 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.

8. INDEMNIFICATION AND LIABILITY.

8.1 The Institution. The Institution shall indemnify and hold harmless the City, its governing board, officials, 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 the Institution or any of its employees and students. The Institution will not indemnify the City for any willful act or failure to act by any Student that may occur during or that may arise out of this Agreement.

8.2 The City. The City shall indemnify and hold harmless the Institution, 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 City or any of its officials, employees, or agents that may occur during or that may arise out of this Agreement, except for reckless or intentional acts. Nothing contained in this Agreement is intended to waive or estop the City or its insurer from relying on the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wis. Stat. §§ 893.80 and 345.05. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

8.3 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.

8.4 Survival. This Section 8 shall continue beyond the expiration, non-renewal or termination of this Agreement.

9. INSURANCE.

9.1 The Institution. The Institution shall maintain, at no cost to the City, general and professional liability insurance covering the Institution as an entity and each of its employees and agents against general and professional liability claims, in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate per year. Evidence of such insurance shall be provided to the City upon request.

9.2 The City. The City shall maintain, at no cost to the Institution, general and professional liability insurance covering the City as an entity and each of its employees, and agents against professional liability claims, in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate per year. Evidence of such insurance shall be provided to the Institution upon request.

9.3 Students. Students shall maintain, at no cost to the Institution or City, comprehensive health/medical insurance. In addition, the Institution shall ensure that each Student is covered, at no cost to the City, under general and professional liability insurance covering the student against professional liability claims in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate per year. Evidence of such insurance shall be provided to the City upon request.

10. DISPUTE RESOLUTION. Any dispute arising under or in any way related to this Agreement that is not resolved by agreement of the Institution and the City may be submitted by either party to non-binding mediation to be conducted at mutually agreed time(s) and location(s), using a neutral mediator agreed upon by both parties. Each party shall bear its own mediation costs and expenses.

11. NOTICES AND COMMUNICATION.

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

If to the Institution:

CARROLL UNIVERSITY, INC.
Attn: Jennifer Wells-Sperry
CHS Contracts and Internships Coordinator
100 N. East Avenue
Waukesha, WI 53186

If to the City:

**CITY OF WAUKESHA
FIRE DEPARTMENT**
Attn: Dennis Graff, Division Chief
130 W. St Paul Ave
Waukesha, WI 53188

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

party.

12. NON-EXCLUSIVE. The parties agree that the Institution shall be free to enter into similar agreements with other facilities, and that the City shall be free to enter into similar agreements with other educational institutions.

13. GOVERNING LAW. The laws of the State of Wisconsin shall govern this Agreement.

14. 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.

15. 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.

16. RELATIONSHIP OF PARTIES. The Institution and the City, 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 the Institution, the City or their employees, both the Institution and the City, 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.

17. CONFIDENTIALITY OF RECORDS.

17.1 Student Records. The Institution and the City 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 the Institution. The Institution agrees to provide the City with guidance with respect to compliance with FERPA.

17.2 Confidentiality of Patient Health Information. The Institution and the City 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 that, generally, the written permission of the patient (or person authorized by the patient) must be obtained before disclosing patient health information. The City agrees to provide Students and the Institution with guidance with respect to compliance with these statutes and regulations.

17.3 Student Use and Disclosure of Patient Health Information. The parties agree and acknowledge that each Student may use and disclose health information concerning patients of the Department in written reports and documents prepared as part of the Program in which the Student participates, and in discussions with other Students and Institution faculty concerning the Student's experiences at the Department, which discussions may take place both at the Department and in a classroom setting at the Institution. The parties further acknowledge that disclosure of patient health information, other than information protected by the Wisconsin Mental Health Act and HIV test results, for purposes and in the manner described in the foregoing sentence, is generally

permissible under Wisconsin law (e.g., Wis. Stat. §§ 146.82(1) (as amended by 2003 Wisconsin Act 281)) and HIPAA (e.g., 45 C.F.R. § 146.506(c)(1)). The Institution shall nonetheless require each Student to obtain a HIPAA-compliant written authorization from each patient before disclosing the patient's health information in such discussions, reports and documents. In addition, when disclosing patient health information in the course of such discussions, the Institution shall require each Student to refrain from disclosing information that would identify the patient, to the extent possible.

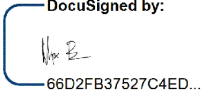
17.4 Public Records Law. The Institution and the City acknowledge that records kept and maintained by the Department are subject to the State Public Records Law, Wis. Stat. §§ 19.25—19.39, and as an ambulance service provider that is also an “authority” under Wis. Stat. § 19.32(1), the Department must release certain information on an ambulance run record upon request pursuant to Wis. Stat. § 256.15(12)(b).

18. NON-DISCRIMINATION. The Institution and the City 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 the Institution.

19. ENTIRE AGREEMENT. This Agreement 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.

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

CARROLL UNIVERSITY, INC.

By:  66D2FB37527C4ED...

Mark Blegen, Ph.D., FACSM
Provost and VP of Academic Affairs

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

CITY OF WAUKESHA

By: _____
Shawn N. Reilly, Mayor

Attest: _____
Katie L. Panella, City Clerk