

## **AFFILIATION AGREEMENT**

**THIS AFFILIATION AGREEMENT** (this “Agreement”) is made effective [**effective date**] by and between the City of Milwaukee, a municipal corporation, through its City of Milwaukee Health Department (“MHD”), and [**entity name**], located at [**entity address**] (“School”).

### **WITNESSETH:**

**WHEREAS**, School administers degree and/or certification programs in non-clinical health-related fields (“Program(s)”), and seeks to provide, as part of the curriculum for said Program(s), supervised site experiences for students enrolled in those Program(s) (“Students”);

**WHEREAS**, School wishes to establish an education site for its Program(s) at MHD; and

**WHEREAS**, MHD, as part of its mission, encourages and supports training and education programs;

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, MHD and School agree as follows:

#### **I. Rights and Responsibilities of School.**

A. **Assign Students to Facility.** School agrees to recommend for placement at Milwaukee Health Department only those Students who are qualified pursuant to the requirements established by the School, appropriate regulatory state and federal agencies, and MHD, and who maintain current licensure in Wisconsin if such licensing is required by law.

B. **Educational/Clinical Coordinator.** School shall designate a faculty member who will be primarily responsible for coordinating the training and education activities conducted at MHD and monitoring Student progress in such training and education.

C. **Program Memoranda.** School will provide MHD with proposed objectives for the placement of Students at MHD (each, a “Program Memorandum”). The Program Memorandum shall set forth the educational objectives for the experience of Students at MHD. The Program Memorandum will include, at a minimum:

- (1) Academic content and nature of anticipated experience;
- (2) Qualifications for Students as needed for the experience;
- (3) Anticipated schedule of the experience and School’s attendance policy; and
- (4) The educational responsibilities of School and MHD.

Each fully executed Program Memorandum shall be incorporated by reference and become a part of this Agreement.

D. **Wisconsin Caregiver Background Check Law.** Prior to placement at MHD, Students and faculty shall have a background check performed by School in accordance with the Wisconsin Caregiver Background Check Law and MHD policies relating thereto, if applicable to Student’s anticipated activities at MHD.

E. **Policies and Procedures.** School agrees that all Students and faculty participating in the clinical education program at MHD shall abide by all applicable rules, regulations, policies and procedures of MHD. The list of applicable rules, regulations, policies and procedures is attached hereto as Exhibit A.

F. **Health Screenings.** Prior to placement at MHD, Students and faculty shall submit evidence to MHD of compliance with MHD health requirements. The health requirements are attached hereto as Exhibit B.

G. **Confidentiality.** School shall ensure that Students and faculty participating in the education program at MHD treat all information provided to or acquired by them with regard to clients/residents/patients of MHD as confidential in accordance with applicable federal and state privacy regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, as amended, Wis. Stats. § 51.30 and § 146.82, Wis. Admin. Code ch. DHS 92, and any other associated regulations. If a student or faculty member violates patient confidentiality or these laws and regulations in any manner, School agrees that such faculty member or Student(s) will be removed from MHD, and MHD may, at its discretion, choose to immediately terminate this Agreement.

H. **Accreditation and Licensure.** School shall maintain at all times during the term of this Agreement: (i) all necessary licensures and approvals from the State of Wisconsin; and (ii) with respect to the Program(s), accreditation from the appropriate accrediting organization, unless such Program(s) do not require specific accreditation. School shall immediately notify MHD of any change in its accreditation or licensure status.

I. **Quality Commitment and Review.** School acknowledges that the provision of high quality healthcare to clients/residents/patients in accordance with accreditation standards and legal requirements is of utmost concern to MHD.

J. **“Covered Entity.”** School is a “covered entity” as that term is defined by HIPAA.

## II. **Rights and Responsibilities of Milwaukee Health Department.**

A. **Accreditation and Licensure.** MHD warrants and represents that it has all qualifications, certifications and/or licenses required by applicable law to operate MHD and participate in the clinical education program(s) contemplated herein.

B. **Student and Faculty Access.** MHD agrees to provide Students and faculty with access to MHD facilities as reasonably required to support Students’ development. Students and faculty shall also have the right to use MHD cafeteria, break rooms, classroom and library facilities, and all other common areas, as applicable. In addition, MHD will provide Students with supplies and materials required for the successful completion of training and education activities at MHD.

C. **Number of Placements.** The parties will mutually decide upon an appropriate number of Students in the Program(s) to be assigned to MHD; provided, that MHD shall have the sole discretion to determine its capacity to accept Students for placement under this Agreement, whether such capacity is described in terms of number of Students on-site at any one time, the number of hours of supervision that MHD can provide over a period of time, or other such description of capacity.

D. **Termination of Access to Facility.** MHD reserves the right, upon notice to School, to terminate Student or faculty member access to its facility if:

- (1) The person has performed unsatisfactorily;
- (2) The person's health status would interfere with successful completion of the assignment; or
- (3) MHD determines that the person's continued presence at MHD is not in the best interests of MHD or its residents.

E. **Emergency Medical Services.** MHD is not responsible for providing emergency care to Students or faculty who require such services while they are practicing in the School's Program(s) at MHD. Students or faculty must seek their own means of treatment and shall be responsible for paying for all such care.

### III. Miscellaneous.

A. **Indemnification.** Notwithstanding any references to the contrary in this Agreement, School assumes full liability for all of its acts and the acts of its Students in the performance of this Agreement. School will save and indemnify and keep harmless the City and MHD against all liabilities, judgments, attorney fees, costs, and expenses which may be claimed against the City of Milwaukee (including, but not limited to MHD) in consequence of the granting of this Agreement to School, or which may result from the carelessness or neglect of School, its students, faculty, employees, officers, directors, volunteers, agents, contractors, subcontractor's or invitees. The City of Milwaukee shall have the right to tender the defense of any claim or action at law or in equity to School or School's insurer, and upon such tender it shall be the duty of School or School's insurer to defend such claim or action without cost or expense to the City, MHD, or either of its officers, agents, or employees.

B. **Non-discrimination.** Both parties agree not to discriminate against Students on the basis of race, national origin, sex, age, creed, handicap, or veteran status. Additionally, School agrees not to discriminate against any qualified employee or qualified applicant for employment because of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or based on affiliation with or perceived affiliation with any of these protected categories. This requirement shall apply, but not be limited to, the following: tenure, terms or conditions of employment, promotion, demotion or transfer, recruitment or recruitment advertising, employment rules and policies, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. No person in the United States shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. The City and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964. School agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq.

C. **Non-Exclusive.** This Agreement is not exclusive; both parties are free to participate in similar programs with other entities.

D. **Entire Agreement.** This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes any and all other agreements, either oral or in writing, between School and MHD relating to the subject matter of the Agreement.

E. **Severability.** 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.

F. **Assignment.** This Agreement shall not be assigned without the written consent of the other party.

G. **Amendment.** This Agreement shall not be amended at any time without the written approval of MHD and School. Such amendments or modifications will be typed separately and signed by the parties, and made a part of this Agreement.

H. **Relationship of the Parties.** Nothing in this Agreement shall be construed to constitute the parties hereto as employer or employee, partners, joint venturers or as agents of one another or as authorizing either party to obligate the other in any manner. Students shall not be employees of the City of Milwaukee or MHD, and shall not be entitled to any benefits that the City of Milwaukee provides to its employees.

I. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in the Circuit Court of Milwaukee County for matters arising under state law and in federal district court in the eastern district of Wisconsin for matters arising under federal jurisdiction.

J. **Term, Termination, and Survival.**

(1) This Agreement shall commence as of the date first above written and continue thereafter until terminated by either party upon ninety (90) days prior written notice, provided, that Students participating in clinical studies at the time of said notice of termination will be allowed to complete such clinical studies unless those Students are terminated according to Section II. D.

(2) In addition to the foregoing, either party may terminate this Agreement, upon written notice to the other party, if such other party breaches any provision of this Agreement and fails to cure such breach to the reasonable satisfaction of the non-breaching party within thirty (30) days following the non-breaching party's delivery of notice of breach.

(3) This Agreement is also immediately terminable by written notice to the other party, if such other party breaches any provision of this Agreement and such breach may not, in the non-breaching party's good faith belief, be cured.

(4) If this Agreement is terminated pursuant to (2) or (3) of this section, MHD shall have the absolute discretion either to permit, or not permit, Students participating in clinical studies at the time of said notice(s) to complete their clinical studies at MHD.

(5) **Survival.** The obligations set forth in Sections I. G, III. A., III. I., III. M, and as applicable, III. L. shall survive termination of this Agreement.

K. **Notices.** All notices or communications required or permitted to be given hereunder shall be in writing and shall be considered to be given and received in all respects when hand delivered, one (1) business day after sent by next day courier service, or three (3) business days after being deposited in the United States mail, certified mail, postage prepaid, return receipt requested, in each case addressed to a party at its address set forth below or to such other address as shall be designated by like notice duly given.

If to School:            **[Name]**  
                                 **[Entity]**  
                                 **[Address]**

If to Facility:            Milwaukee Health Department  
                                 841 N. Broadway 3<sup>rd</sup> floor  
                                 Milwaukee, WI 53202-3653  
                                 Attn: Commissioner of Health

L. **Insurance.** School shall, at its expense, obtain and maintain in place during the entire Term, insurance as described in strict compliance with Exhibit C attached hereto, and shall cause the City of Milwaukee and MHD to be added as an additional insureds on such insurance policy(ies). School shall provide to the MHD a Certificate of Insurance with the City of Milwaukee and Milwaukee Health Department named as additional insured(s) prior to commencement of the Term.

M. **Open Records.** This Agreement and certain documents relating hereto are, or may be, subject to Wisconsin's Open Records Law (see Wis. Stat. Ch. 19, Subch. II, and, esp. Wis. Stat. §19.36(3) which includes records produced or collected by School under this Agreement). Both parties understand that the City of Milwaukee is bound by the Wisconsin Public Records Law and, as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 et. seq. School acknowledges that it is obligated to assist the City of Milwaukee in retaining and producing records that are subject to the Wisconsin Public Records Law (including such records of School that are produced or created under this Agreement), and that the failure to do so shall constitute a material breach of this Agreement, and that School must defend and hold the City of Milwaukee harmless from liability due to School's fault under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after termination of this Agreement.

N. **Conflict of Interest.** No officer, employee, or agent of the City of Milwaukee who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement. No member of the governing body of the City of Milwaukee and no other public official of the City of Milwaukee who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement shall have any personal interest, direct or indirect, in this Agreement. School covenants that is presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its obligations hereunder. School further covenants that in the performance of this Agreement no person having any conflicting interest shall be employed. An interest on the part of School or its employee must be disclosed to the City of Milwaukee.

O. **Limitation Regarding Non-Clinical Students.** Notwithstanding any other term of this Agreement, no Student may provide or observe the provision of any medical service.

P. **Signatures; Counterparts.** Facsimile or PDF/email signatures, as well as signatures via DocuSign or similar document management software, shall be acceptable as originals. This Agreement

may be executed in counterparts, each of which, when taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives on the dates below written.

**[Entity Name]**

By: \_\_\_\_\_  
**[Authorized signor]**

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

**MILWAUKEE HEALTH DEPARTMENT**

By: \_\_\_\_\_  
**[Commissioner Name]**  
Commissioner of Health

Date Signed: \_\_\_\_\_  
*Reference Common Council File No. [File Number]*

**APPROVED AS TO FORM AND EXECUTION:**

By: \_\_\_\_\_  
Assistant City Attorney **[Attorney Name]**

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

## Exhibit C

### CITY OF MILWAUKEE INSURANCE REQUIREMENTS

#### A. General Requirements

A certificate of insurance acceptable to City evidencing the insurance requirements is to be provided. The certificate shall state that the issued insurance policies meet the requirements as outlined below. All certificates are to be provided within 30 days of final execution of this Contract. If such certificate is not received, the City of Milwaukee has the authority to declare this Contract terminated.

All policies shall state that the City shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any insurers providing the coverage required by City for the duration of this Contract.

Insurance companies must be acceptable to City and must have a current A.M. Best rating of A- VIII or better.

All policies shall be written on an occurrence form, other than professional liability as noted below.

If subcontractors are used, each must meet all requirements in sections A and B.

#### B. The minimum insurance requirements are as follows:

##### (1) Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory Coverage
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

- Employer's Liability at limits noted above or higher limits if needed to meet Umbrella underlying insurance requirements.
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.

##### (2) Commercial General Liability

Commercial General Liability	\$1,000,000 each occurrence
General Aggregate	\$2,000,000 aggregate
Personal & Advertising Injury Limit	\$1,000,000 each occurrence
Products - Completed Operations Aggregate	\$2,000,000 aggregate
Medical Expense	\$ 5,000 each person

- Coverage must be equivalent to ISO form CG0001 or better.
- The City of Milwaukee shall be added as an additional insured using ISO form CG2026 or its equivalent.
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.

- The policy shall include independent contractors (owners/contractors protective) and contractual liability.
- Coverage will apply on a primary and non-contributory basis. We suggest the following wording:  

“If you have agreed in a written contract that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the contract was executed prior to the bodily injury, property damage, personal injury or advertising injury, then this insurance will be primary over, and we will not seek contribution from, such insurance.”
- Coverage shall apply to the risks associated with or arising out of the services provided under this contract.

**(3) Auto Liability**

Combined Single Limit \$1,000,000 each accident

Medical Expense \$ 10,000 each person

- If the Contractor owns or has any long term leased vehicles, coverage must be for Any Auto (Symbol 1). If there are no owned or long term leased vehicles, then coverage must be for Hired and Non-Owned Auto Liability (Symbols 8 and 9).
- Coverage shall be modified to include a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.
- The City of Milwaukee shall be added as an additional insured.
- Coverage shall include contractual liability for risks assumed in this contract.
- Coverage shall apply to the risks associated with or arising out of the services provided under this contract.
- If Federal or State government(s) require a Motor Carrier filing, such filing shall be made available to City upon request.

**(4) Umbrella (Excess) Liability**

Umbrella (excess) Liability \$5,000,000 per occurrence

\$5,000,000 aggregate

- The Umbrella Liability insurance shall provide coverage excess of the Employer’s Liability, Commercial General Liability and Auto Liability Coverages, including the amendments stated above.

**(5) Professional Liability** (if professional services are required i.e. financial, medical, legal, accounting, computer, etc.)



Combined Single Limit

\$1,000,000 each accident

- Coverage must remain in effect for a period of not less than two years beyond the termination date of the contract.
- If a claims-made form is used and a change of insurer occurs during the contract period, continuity of coverage must be maintained by either retaining the original retroactive date or exercising the extended reporting period endorsement option from the expired policy for a period of not less than two years, if the replacement insurer will not preserve the original retroactive date.
- Coverage shall be modified to including a Waiver of Subrogation Endorsement in favor of City including its directors, officers, agents, employees and volunteers.