

## **AFFILIATION AGREEMENT FOR RADIOLOGIC TECHNOLOGY**

THIS AGREEMENT is entered into by and between UW Oshkosh, a Wisconsin institution of higher learning ("University"), and ThedaCare School of Radiology ("ThedaCare").

WITNESSETH:

WHEREAS, University administers a baccalaureate curriculum in Radiologic Science and seeks to provide, as part of the curriculum, supervised clinical and academic educational experiences for enrolled students ("Students");

WHEREAS, ThedaCare sponsors and administers a program in radiologic technology ("Program") designed to provide baccalaureate candidates with clinical and academic educational experiences required for graduation; and

WHEREAS, University and ThedaCare have determined that each may best accomplish certain objectives by mutual assistance, and seek to describe their affiliation in this Agreement.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, University and ThedaCare agree as follows:

### **1. OPERATION OF UNIVERSITY**

University shall, at all times during the term of this Agreement: (i) maintain all necessary licensures and approvals from the State of Wisconsin; and (ii) maintain accreditation from the North Central Association of Colleges and Schools. University shall grant ThedaCare, upon request and at reasonable times, permissible access to University with representatives of organizations for the purposes of maintaining said licensures, approvals and accreditations. University shall promptly notify ThedaCare of any change in its licensure or accreditation status.

### **2. OPERATION OF THE PROGRAM**

ThedaCare shall, with respect to the Program and its hospital, at all times during the term of the Agreement: (i) for its hospital, maintain accreditation from The Joint Commission on Accreditation of Healthcare Organizations; (ii) for the Program, maintain accreditation by the Joint Review Committee on Education in Radiologic Technology; and (iii) maintain all Licensures and approvals from the State of Wisconsin necessary for the operation of a hospital. Didactic and clinical education will be within the guidelines of the Joint Review Committee in Radiologic Technology. ThedaCare shall grant University, upon request and at reasonable times, access to ThedaCare with representatives of organizations for the purposes of maintaining said Licensures, approvals and accreditations. ThedaCare shall promptly notify University of any change in its licensure or accreditation status.

### **3. PLACEMENT OF STUDENTS IN THE PROGRAM**

3.1 Program Capacity. ThedaCare shall determine the Program's capacity to accept Students for placement under this Agreement. ThedaCare shall communicate such capacity for the next academic year to University on or before January 1st of each year during the term of this Agreement.

3.2 Selection of Students. ThedaCare shall select Students for placement in the Program. University shall require all Students to apply for placement in the Program, on or before January 30th of each year. Students eligible for placement in the Program shall meet or exceed the following qualifications.

- a. all admissions requirements of University as established by University in its admissions policies;
- b. all admissions requirements of the Program as established by the Program in its admissions policies;
- c. academic performance indicating an ability to understand what he or she will observe and/or perform while in the Program; and
- d. appreciation of the nature and seriousness of the work he or she will observe and/or perform.

After completion of personal interviews, ThedaCare shall, within sixty (60) days of completing said interviews, communicate to University the name of each Student selected for enrollment in the Program; such selection shall not be unreasonably withheld.

University shall advise students that they are required to have background checks, a physical examination that includes a drug screening performed prior to the start of the professional training, and any other health requirements imposed from time to time by ThedaCare. Students are required to maintain adequate health insurance during their professional training.

3.3 Termination or Continuation of Student's Enrollment. ThedaCare may terminate a Student's enrollment in the Program if, in its opinion, the Student is not making satisfactory progress in the Program or for other reasons it deems appropriate after notification to University. Any Student who does not satisfactorily complete the academic course(s) required by the Program may, upon written approval of ThedaCare, remediate such course(s) if student has not been terminated from the Program. Remediation activities will take place according to the policies and guidelines of the Program. ThedaCare shall notify University if a student has been terminated or is placed in remediation.

3.4 Orientation. ThedaCare shall provide Students with a comprehensive orientation to the Program and its clinical affiliates ("Clinical Affiliates") including duties, all applicable policies and procedures (including, but not limited to, applicable OSHA standards), and a tour of the physical plant.

3.5 Students eligible for the Program will have completed two (2) full years of undergraduate study in the Radiologic Science Major at the University and must be admitted through the application process. Students will spend twenty-four (24) months in professional training at ThedaCare. Students will be enrolled full-time at the University during the professional training, paying a reduced rate of University tuition and segregated fees. University will advise students to pay any other associated student fees directly to ThedaCare.

3.6 ThedaCare may obtain a copy of the current University *Undergraduate Bulletin* and *Student Handbook* at <https://www.uwosh.edu/registrar/undergradbulletins/2017-2019> and <http://www.uwosh.edu/stuaff/policies-procedures> which contains (1) specific course numbers and credit designations of the required courses for all phases of the Radiologic Technology submajors, (2) minimum acceptable grades in required courses, and (3) student health policies.

#### **4. FACULTY**

4.1 Program Faculty. ThedaCare shall require the Program to appoint a Program Director and Medical Director who shall be responsible for overall coordination of the Students' experience in the Program, and such clinical instructors as are required to provide appropriate instruction to Students. ThedaCare shall require each faculty member to: (i) maintain required licensure or certification; (ii) possess adequate experience and competence in his or her area of practice; and (iii) demonstrate an interest and ability in teaching. The student:faculty ratio shall be such as to ensure proper supervision and frequent assessment of Students' performance. The Program Director will plan and implement the professional training curriculum and will keep current objectives, goals, check-lists, and exams on file.

4.2 University Faculty. University shall appoint an Educational Coordinator who shall be responsible for overall management of the Students' educational experience. The University Education Coordinator will be notified of any significant curriculum changes.

4.3 There will be communication between representatives of both ThedaCare and University as often as necessary to assure coordination and smooth conduct of the Radiologic Technology curriculum.

#### **5. SUPERVISION AND EVALUATION OF STUDENTS**

5.1 Supervision. ThedaCare shall be primarily responsible for the supervision of Students enrolled in the Program. University and ThedaCare shall reinforce with Students: (i) the seriousness of the service being performed, including the Student's impact upon patients' well being; and (ii) the importance of abiding by the Program's rules and regulations and ThedaCare's policies and procedures. Day-to-day supervision of Students enrolled in the Program shall be provided according to protocols and policies as identified or developed by the Program Director.

5.2 Evaluation. ThedaCare shall be primarily responsible for the evaluation of Students. ThedaCare shall require the Program Director to provide to University, at the conclusion of each semester, feedback regarding each Student's performance including, but not limited to, a copy of each Student's academic transcript.

## **6. EVALUATION OF THE AFFILIATION**

UW OSHKOSH and ThedaCare agree to meet annually or more frequently upon the request of either party, to review and evaluate any and all aspects of their affiliation, and to work cooperatively to establish and maintain clinical and educational experiences that meet their respective objectives.

## **7. POLICIES AND PROCEDURES REGARDING STUDENTS**

7.1 Generally. UW OSHKOSH and ThedaCare shall instruct Students regarding their rights and responsibilities while enrolled in the Program including; but not limited to, those set forth below.

7.2 Student Access. ThedaCare shall permit access by Students to any and all areas of the facility as reasonably required to support Students' clinical development. These areas shall include, without limitation, patient care units, laboratories, ancillary departments, health science libraries, conference rooms, cafeteria, and parking facilities. All areas shall be maintained and operated in accordance with all applicable safety standards as defined by federal, state and local regulations. ThedaCare retains final responsibility and authority for all aspects of patient care, operations and management in accordance with the Program policies and procedures.

7.3 Medical Services. UW OSHKOSH shall require each Student to comply with reasonable health policies of each party including, but not limited to, certifying that he or she has received, prior to reporting to the Program, appropriate immunizations and vaccines. ThedaCare shall instruct Students regarding universal precautions to protect Students, patients and School and hospital personnel from blood borne pathogens. ThedaCare shall instruct Students regarding additional precautions, procedures and practices that it expects of Students while in the Program and/or clinical affiliate. ThedaCare shall provide the Student access to the Employee Health Department for injuries sustained while participating in school activities and counseling in issues of infectious disease and safety. The Student shall promptly notify UW OSHKOSH if they are injured, or otherwise require medical treatment. UW OSHKOSH acknowledges and agrees that Students are responsible for paying charges associated with treatment received pursuant to this Section 7.3.

7.4 Conduct. OSHKOSH and ThedaCare shall require each Student, while on the Program and/or Clinical Affiliate(s) campus, to: (i) conduct himself or herself in a professional manner; (ii) refrain from loud, boisterous, offensive or otherwise inappropriate conduct; (iii) refrain from the improper use of alcohol or other drugs; (iv) refrain from carrying any firearms or other weapons; and (v) abide by all policies, rules and regulations established by UW OSHKOSH, ThedaCare and Clinical Affiliate(s).

7.5 Timeliness. Each Student shall be required to report to ThedaCare at the assigned place and time, and to promptly inform ThedaCare of his or her inability to report to a Clinical Affiliate as assigned.

7.6 Uniform and Identification. Each Student shall be required to wear the uniform or other clothing directed by THEDACARE, and shall display proper identification on the uniform or clothing. Each Student's appearance shall be neat and clean at all times.

7.7 Personal Expenses. ThedaCare will not pay a stipend or salary to Students. While enrolled in the Program, Students shall be responsible for their personal expenses such as meals, travel, uniforms, medical care and incidentals.

## **8. FINANCIAL ARRANGEMENT**

University will continue to bill students for tuition while they are attending ThedaCare and subsequently will transfer the appropriate amount for tuition back to ThedaCare. Details for tuition transfer will be provided in a Memorandum of Understanding. Tuition for the coursework taken while attending ThedaCare will be determined by ThedaCare.

## **9. TERM AND TERMINATION**

9.1 Effective Date and Term. This Agreement shall be effective August 1, 2017, and continue through July 31, 2021, unless earlier terminated pursuant to Section 9.2. Insofar as practical, renegotiation between ThedaCare and University to continue this affiliation and to accept Students for the next academic year shall be complete before January 1.

9.2 Termination. This Agreement may be terminated as follows:

- a. Either party may terminate this Agreement by giving the other party not less than sixty (60) days' prior written notice. After such notice has been given, and in the event that such termination would, in both parties' judgments, disrupt the clinical or educational experience of any Student currently enrolled in the Program, this Agreement shall remain in effect for purposes of that Student(s) only, until completion of the Program
- b. By Mutual Agreement. University and ThedaCare may terminate this Agreement at any time on any terms to which they agree in writing.
- c. For Cause. In the event University or ThedaCare 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 to terminate this Agreement, the nature of the material breach giving rise to termination, and permits 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 c.(1) above, the non-breaching party shall immediately give the breaching party written notice of termination of the Agreement.
- (3) Notwithstanding the above, either party may terminate this Agreement upon ten (10) days' prior written notice if the other party fails to maintain licensure or accreditation as required under Sections 1 or 2 of this Agreement.
- (4) The waiver by either party of the breach of any provision of this Agreement by the other party shall not operate or be construed as a waiver of any other or subsequent breach by the other party.

9.3 Effect of Termination. In the event ThedaCare ceases sponsoring the Program, ThedaCare shall promptly return to University any tuition received by ThedaCare related to the portion of the discontinued academic year, if any. No party shall have any further obligation hereunder except for obligations accruing under the terms of this Agreement prior to the date of termination.

## **10. INDEMNIFICATION AND LIABILITY**

This is not an agreement to indemnify. Each party shall be responsible for its own actions and omissions and those of its employees, other personnel, or agents to the extent permitted under Wis. Stat. §§ 893.82 and 895.46.

## **11. INSURANCE**

11.1 University. The University shall maintain liability coverage through the State of Wisconsin's self-funded property and liability program pursuant to §895.46(1) and §893.82, Stats. Liability coverage includes comprehensive general, public, and professional malpractice. A certificate of coverage shall be provided to ThedaCare at the time of execution of this agreement, and prior to any renewal period.

11.2 ThedaCare. ThedaCare shall maintain during the term of this Agreement general liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, with coverage to include, but not be limited to, bodily injury liability, broad form property damage liability, and shall provide University with a certificate evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be canceled without thirty (30) days' prior written notice. University shall be named as an additional insured under ThedaCare general liability policies of insurance. ThedaCare shall participate in and timely pay all required fees to the Wisconsin Patients Compensation Fund and shall maintain professional liability insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in aggregate per year. ThedaCare agrees that all such insurance may not be either revoked or reduced without at least thirty (30) days' written notice to University.

12.5 Governing Law; Venue. The laws of the State of Wisconsin as to interpretation, construction and performance shall govern this Agreement. The venue for any dispute hereunder shall be in the Wisconsin Circuit Court of Milwaukee and no party shall bring action in any other forum.

12.6 Non-Discrimination. The parties shall not unlawfully discriminate against any individual on the basis of race, creed, color, gender, religion, age, disability or national origin.

12.7 Non-Exclusive. The parties agree that University shall be free to enter into similar agreements with other facilities, and that ThedaCare shall be free to enter into similar agreements with other educational institutions.

12.8 Notices. All notices under this Agreement shall be given in writing and:  
(a) personally delivered; (b) sent by telecopy, facsimile transmission or other electronic means of transmitting written communications; (c) sent by registered or certified U.S. Mail, return receipt requested and postage prepaid; or (d) by private recognized overnight mail courier service. The respective addresses to be used for all such notices are as follows:

If to University:

Interim Provost & Vice Chancellor  
John Koker  
University of Wisconsin - Oshkosh  
800 Algoma Blvd.  
Oshkosh, WI 54901-8622  
Email: [koker@uwosh.edu](mailto:koker@uwosh.edu)

If to  
ThedaCare:

ThedaCare School of  
Radiology  
130 Second Street  
P.O. Box 2012  
Neenah, WI 54957-2021

or to other such addresses or numbers as an entity from time to time may have designated by written notice to the other entities. If personally delivered, such communication shall be deemed delivered upon such delivery; if electronically transmitted or sent by recognized overnight courier, such communications shall be deemed delivered the next business day after transmission or deposit with such courier postage prepaid and properly addressed (and sender shall bear the



## 12. MISCELLANEOUS

12.1 Amendment and Modifications. This Agreement may be changed at any time with the written approval of the parties. Such amendments or modifications will be typed separately and signed by the parties, and made a part of this Agreement.

12.2 Assignment and Delegation. This Agreement shall be binding upon and inure to the benefit of, and shall be enforceable by and against, the parties and their respective successors and assigns. In the event of the consolidation or merger of either party with or into another entity, or the sale, assignment or transfer of substantially all of the operating assets of either party, the successor-in-interest shall be bound by this Agreement and shall be deemed to have assumed all rights and liabilities under this Agreement. No rights or duties of a party may be delegated without the written consent of the other party.

### 12.3 Confidentiality of Records.

- a. Student Records. The parties acknowledge that student educational records are protected by the Family Educational Rights and Privacy Act, P.L. 93-380, S 513 (1974) and that, generally, student permission must be obtained before releasing student-specific information to anyone other than University. ThedaCare will receive prior, written approval from University before releasing any student information, including documents, to any party other than University.
- b. Patient Health Care Records. The University and its faculty and other employees will comply with all applicable state and federal laws and regulations regarding patient privacy and data security, including but not limited to, the applicable provisions of the Administrative Simplification section of the Health Insurance Portability Accountability Act of 1996, codified as 42 U.S.C. & 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts of 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts of 160, 162 and 164 and applicable state law. The University will inform students of their obligation to comply with all applicable state and federal laws, rules, regulations regarding patient privacy, including , but not limited to, HIPAA. The University will inform students that they are required to comply with all ThedaCare policies and procedures provided to the University regarding the confidentiality of patient information and the use of all such information. The parties will notify one another if there are known breaches of this confidentiality.

12.4 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, either in writing or oral, between the parties hereto with respect to the subject matter thereof.





August 2017  
**Memorandum of Understanding**  
**For Radiologic Technology Program Tuition Collection**

**Effective Date:**

Upon signatures of all required parties listed below. This agreement affects UW Oshkosh students who matriculate at ThedaCare for the 2017-2019 Program.

**End Date:**

This agreements ends when the **2017-2018** academic year ends, or sooner should affected requirements change at either program.

**Review Date:**

This agreement will be reviewed beginning **1 June 2018**, or sooner should affected requirements change at either program; with the goal of renewal on **1 July 2018** for UW Oshkosh students matriculating at ThedaCare for the **2018-2019** academic year. At the time of renewal, ThedaCare will inform UW Oshkosh of the annual tuition amount to be charged co-enrolled students on behalf of ThedaCare for the following academic year.

**Collaborating Parties:**

The University of Wisconsin Oshkosh ("the University") and ThedaCare School of Radiology ("ThedaCare").

**Brief Program Description:**

The two listed parties have entered into an academic affiliation, by which undergraduate students enrolled at the University in the Bachelor of Science in Radiologic Science degree program will complete part of their BSRS degree in residence at the above-named accredited ThedaCare.

During their residence at ThedaCare, UW Oshkosh students will be simultaneously enrolled at the University and ThedaCare. Such students will remain eligible for financial aid through the University. This MOU details the financial relationship necessitated for this continued eligibility.

### **Budgetary Consideration of Terms:**

Each fall and spring semester of each co-enrolled student's approximately two (2) years at ThedaCare the University will bill each student one-half the ThedaCare's annual tuition, plus \$500.00 (five hundred dollars), plus one-eighth (1/8) of UW Oshkosh segregated fees.

Each student will be billed through an online University account in their name. Any financial aid is automatically disbursed to that online University account, approximately two (2) weeks after the bill is first entered into the account.

One-half (1/2) the above amount will be billed, by the University on behalf of ThedaCare:

- in August 2017
- in January 2018

In the case that a given co-enrolled student has been awarded a ThedaCare tuition discount (e.g. has won a ThedaCare-based scholarship), the amount of tuition reduction shall be communicated to the University no later than 1 August (for fall billing) or 1 January (for spring billing).

Within 30 days following the billing date, the ThedaCare's Program Director shall invoice the University an amount per student equal to one-half (1/2) ThedaCare's total annual tuition dollar amount. The invoice shall include each co-enrolled student's name and the amount to be paid for each student's tuition. ThedaCare shall ensure that the invoice properly represents how the check from the University is to be made out, and to whom it shall be sent.

The invoice will be emailed to [sa@uwosh.edu](mailto:sa@uwosh.edu) or sent to:

Bursar's Office  
University of Wisconsin Oshkosh  
800 Algoma Boulevard  
Oshkosh, Wisconsin 54901

In the event that a student fails to pay their account, University collection procedures shall be followed.

In the case where a student withdraws from ThedaCare after the start of the term, the University and ThedaCare have respective refund responsibilities to any federal funding agency providing financial aid and to the student. All tuition refunds will be administered by UW Oshkosh according to Title IV regulations. At no time shall tuition refunds go directly from ThedaCare or to the student.

### **Roles & Responsibilities of Parties:**

The University and ThedaCare have agreed to their respective roles and responsibilities with respect to student support services, admission, advising, financial aid, facilities, faculty, etc. in a separate document, the articulation/affiliation agreement.


**Agreement Contact Persons:**

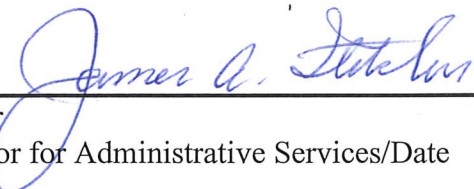
University: Dana Merriman, (920) 424-3076; [merrimad@uwosh.edu](mailto:merrimad@uwosh.edu)


ThedaCare: Troy Albrecht, (920) 729-2443; [troy.albrecht@thedacare.org](mailto:troy.albrecht@thedacare.org)


**Approvals:**

**University of Wisconsin Oshkosh**

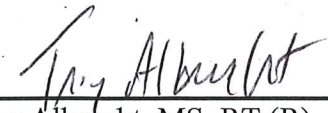
 8/22/17  
\_\_\_\_\_  
Colleen McDermott  
Interim Dean COLS/Date

 9/5/17  
\_\_\_\_\_  
James Fletcher  
Vice Chancellor for Administrative Services/Date

 8/24/17  
\_\_\_\_\_  
John Koker  
Interim Provost and Vice Chancellor/Date

 9/7/17  
\_\_\_\_\_  
Andrew Leavitt  
Chancellor/Date

**ThedaCare School of Radiology**

 12/7/17  
\_\_\_\_\_  
Troy Albrecht, MS, RT (R)  
Program Director/Date



burden of proof of delivery); and if sent by U.S. mail, such communication shall be deemed delivered two (2) days after deposit in the U.S. mail, postage prepaid and properly addressed (and sender shall bear the burden of proof of delivery).

12.9 Relationships.

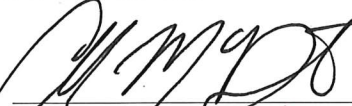
- a. Parties. University, ThedaCare and their respective schools and employees shall at all times be independent contractors of the other. Nothing in this Agreement is intended or shall be construed to create an employment, partnership or joint venture relationship. Should any governmental agency question or challenge the independent contractor status of any party or its employees, said party, upon receipt of notice, shall promptly notify the other parties and afford them the opportunity to participate in any government agency discussion or negotiations irrespective of whom or by whom such discussions are initiated.
- b. Students. Students shall at all times be students and not employees or independent contractors by virtue of participating in the Program. Nothing in this Agreement is intended or shall be construed to create an employment or employee's helper relationship between a Student and either party of any employee or agent of either party. Students may not, in any manner nor at any time, be utilized by ThedaCare or its Clinical Affiliates as employees or replacements for employees of ThedaCare or its Clinical Affiliates.

12.10 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.

12.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

UW OSHKOSH

  
Colleen McDermott  
Interim Dean  
College of Letters & Science

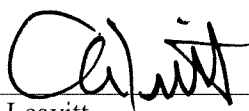
8/22/17  
Date

  
John Koker  
Interim Provost & Vice Chancellor  
Academic Affairs

8/24/17  
Date

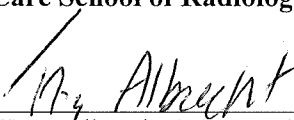
  
James Fletcher  
Vice Chancellor, Administrative Services

9/5/17  
Date

  
\_\_\_\_\_  
Andrew Leavitt  
Chancellor

9/7/17  
Date

**ThedaCare School of Radiology**

By   
\_\_\_\_\_  
Troy Albrecht, MS, RT (R)  
Program Director

12/7/17  
Date