# **Children's Hospital and Health System Human Resources Policy and Procedure**

This policy applies to the following entity(	(s):	
Children's Hospital of Wisconsin	Children's Hospital of Wisconsin-Fox Valley	Corporate Departments
Children's Medical Group	Children's Service Society of Wisconsin	Children's Hospital of Wisconsin Foundation
Children's Community Health Plan	Children's Physician Group-Regional Services	Surgicenter of Greater Milwaukee
Children's Physician Group-Children's Specialty		

# **SUBJECT: Student Placement Program**

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# **DEFINITIONS**

**Student** - The term "student" shall mean (i) individuals pursuing an academic degree at a college or university, or (ii) health care professionals employed by health care institutions who wish to gain experience in their respective area of study or work.

**School –** The term "school" shall mean (i) any educational facility, or (ii) any entity employing health care professionals who desire placement at CHHS for educational purposes.

# **POLICY**

Original: 4/80 Revised: 10/26/2018 Effective: 10/26/2018

As a teaching institution, Children's Hospital and Health System (CHHS) is committed to providing educational opportunities to students and providing unique pediatric and healthcare experiences. Collaboration among the CHHS staff, the "school" and the "student" is necessary to ensure that CHHS children and families continue to receive the best and safest care.

All Schools, Universities or Healthcare Institutions using a CHHS affiliate's facilities for educational purposes are required to enter into the following agreements:

- 1. The CHHS Affiliation Agreement. The CHHS Affiliation Agreement establishes an umbrella relationship between an institution and CHHS/its affiliates. The Affiliation Agreement is a prerequisite for an institution prior to establishing any Program Agreements for student placement into various CHHS departments for educational experiences. Affiliation Agreements must be renewed every three years. (Note: The following schools have Affiliation Agreements obtained through the CHHS Legal Department and do not require triennial renewal: Marquette University, Medical College of Wisconsin, Rush University and the University of Wisconsin System schools.)
- 2. <u>The CHHS Program Agreement</u>. The CHHS Program Agreement is a separate agreement to be signed for each area of discipline/program in which a School places students at CHHS/its affiliates. Program Agreements must be renewed annually.
- 3. <u>Student Placement Certification Form</u>. The Student Placement Certification Form is part of the Program Agreement. A separate Student Placement Certification Form and related exhibit/attachment must accompany each student.

Agreements must be signed by:

- a. A legally authorized representative of the School.
- b. The CHHS Director in whose department the student(s) will be placed. Nursing student agreements must be signed by the Patient Care Services' Vice President's designee instead of the Department Director (refer to the Patient Care Policy, "Nursing Students").
- c. President or Executive Vice President of CHHS, or his/her designee.

CHHS will not sign school-originated student placement agreements; placements are directed by <u>CHHS documentation only</u>. All agreements and forms are largely non-negotiable. Any changes requested by an institution must be submitted to the Legal Department for review/approval prior to the agreement being signed. **All applicable agreements and forms must be signed before a student can enter a CHHS affiliate for an educational placement.** 

# **PROCEDURE**

# I.STUDENT REQUESTS

It is at the discretion of each department to initiate, respond to requests, and place students based on departmental availability and the ability to provide the requested student experiences

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and learning objectives. Medical/Dental staff interested in hosting research students must work through the department director of the area in which the student will be placed.

Departments with recurring student requests should designate an individual in the department as a student placement database user. This will provide the department with self-service functionality and increased efficiency. CHHS Educational Services will provide resources and training to student placement database users as needed.

Departments without recurring students who desire to place a student on an infrequent basis may contact Educational Services (<u>StudentPlacement@chw.org</u>) for assistance.

# **II.VERIFYING AFFILIATION AND PROGRAM AGREEMENTS**

A. If the area has a student placement database user, the user must verify the existence of a <u>current</u> Affiliation and Program Agreement.

If the area does not have a database user, the department leader (or designee) must provide Educational Services (<u>StudentPlacement@chw.org</u>) with the legal name of the school and the department/program participating in the placement. Note: The name on the Program Agreement must match the CHHS department name/area where the student will be placed.

- B. The student placement database user or Educational Services will review the database to verify the presence of a current Affiliation Agreement with the school.
  - 1. If there <u>is</u> an executed Affiliation Agreement with the School covering the entire time period during which the student(s) will be placed at CHHS, no new Affiliation Agreement will need to be obtained; skip to step C.
  - 2. If there <u>is</u> an executed Affiliation Agreement with the School, but it <u>does not cover</u> the entire time period during which the student(s) will be placed at CHHS, the Affiliation Agreement must be renewed.
  - 3. If there <u>is not</u> an executed Affiliation Agreement with the School, an Affiliation Agreement must be completed.
- C. The student placement database user or Educational Services will review the database to verify the presence of a current Program Agreement with the school. Note: Affiliation Agreements must be completed prior to any Program Agreements. In some situations, the Affiliation Agreement and Program Agreement may be completed together, but all Program Agreements also require a corresponding Affiliation Agreement.
  - 1. If there <u>is</u> a Program Agreement for the requested area/department with the School covering the entire time period the student(s) will be placed at CHHS, no new Program Agreement needs to be obtained; skip to step IV for student placement.
  - 2. If there <u>is</u> a Program Agreement for the requested area/department with the School, but it <u>does not cover the entire time period</u> during which the student(s) will be placed at CHHS, the Program Agreement must be renewed.
  - 3. If there is not a Program Agreement for the requested area/department with the School, a Program Agreement must be completed.

- D. If an Affiliation Agreement or a Program Agreement is needed (new or renewal), they must be obtained before the student placement process can proceed.
  - The department's student placement database user must complete the school contact information in the database and print the Affiliation Agreements and Program Agreements for signatures.
  - 2. If the department does not have a student database user or if the database user has questions, Educational Services will provide assistance in creating an Affiliation and/or Program Agreement. The department leader (or designee) must provide the necessary information to Educational Services before an Agreement can be created.
    - o Requests for Affiliation Agreements must include the following information:
      - Name (including prefix) of the legally authorized representative who will sign the agreement on behalf of the school
      - Title of legally authorized representative
      - Legal name of school
      - Legal address
    - o Requests for Program Agreements must include the following information:
      - School coordinator's information, including full name, suffix/title, phone and email
      - Program-specific address (if program-specific address is not applicable, provide school address)
      - Name of the CHHS Coordinator
      - Indication of the level of supervision (one of the following):
        - Faculty member or school representative on-site during student placement
        - CHHS will provide direct supervision of student

After this information has been provided to Educational Services, the necessary Agreement(s) will be created and provided electronically to the requesting leader/department for coordination of signatures.

E. Signed Affiliation and Program Agreements must be obtained and current before the student placement process can proceed.

# **III.SECURING AFFILIATION AND PROGRAM AGREEMENTS**

The leader of the area in which the student will be placed (or department designee) is responsible for obtaining the signatures on the Affiliation and Program Agreements.

- A. If a Program or Affiliation Agreement is needed, the department leader/designee must send all necessary Agreements listed above, together with the Student Placement Certification Form, to the School for signature. A self-addressed, stamped return envelope should be included if sending via USPS; electronic signatures are also accepted.
- B. Placements are directed with the completion of CHHS Agreement documentation only. In an effort to keep the process consistent, fair, and efficient, CHHS does not typically negotiate student agreements. **Any changes must be reviewed by the CHHS Legal**

**Department prior to proceeding.** All modified agreements must be approved by the Legal Department.

- C. If the School requests any changes to the Affiliation Agreement or Program Agreement, the department leader must determine priority for student placement.
  - 1. Is the department leader willing to accommodate the requested changes?
  - 2. Are the organizational resources required to review the proposed changes warranted, based on the following considerations:
    - a. Is this a needed specialty or priority program?
    - b. Are we hoping to recruit from the pool of students?
    - c. Does the student have a special relationship with a CHHS employee/MCW physician?
    - d. What other facts or circumstances might influence the consideration of the exception?
- D. If the department leader determines that an exception review is warranted, the leader must complete an Affiliation / Program Agreement Modification Request Form (see Appendix A). Completed forms should be returned to Educational Services. Educational Services will coordinate provision of this information to the CHHS Legal Department for further review and follow-up with the School as necessary.
- E. When fully executed, the department leader/designee must send the signed Affiliation Agreements and Program Agreements to Educational Services. The department should also keep a copy for the department director's file. Upon receipt of the Agreements, Educational Services will update the student placement database accordingly.

# **IV.STUDENT PLACEMENT**

- A. A Student Placement Certification form covering **each student** must be submitted by the school to the department before the student(s) may receive placement at CHHS. The school thus certifies that the student has met all of the requirements listed on the form. Documentation to support the certification must be retained by the school.
  - 1. <u>Health Requirements</u>. All students must meet the Health Requirements as listed on the Student Placement Certification form. It is the responsibility of the student/school to meet these requirements. Documentation should be kept on file at the school.
  - 2. <u>Caregiver Background Check Requirements</u>. All students must comply with the provisions of the Caregiver Background Check law (Wisconsin Administrative Code Chapters DHS 12 and 13). The school must complete the Wisconsin Caregiver Background Check, and certify that the student is not prohibited from providing services under DHS Chapters 12 and 13. The background check must be performed within 24 months prior to the start date ("Date of Experience") listed on the Student Placement Certification Form.
- B. The department leader/designee is responsible for ensuring that the School has submitted a Student Placement Certification Form <u>for each student</u>. The department leader/designee must send the **completed and signed** Student Placement Certification

Forms to Educational Services. The department should also keep a copy for the department director's file.

- C. Upon receipt of the completed and signed Student Placement Certification Form(s), Educational Services will submit badge requests for the respective Student(s). In specific situations, the badge request process may be localized for departments with large numbers of recurring students.
- D. Once the badge request has been processed, the department leader is responsible for completing any additional access requests (such as computer access, specific door access, etc.).

# **V.STUDENT ORIENTATION AND SUPERVISION**

The department leader is responsible for ensuring orientation and supervision of the Student and any associated School faculty.

- A. Orientation. At the beginning of the student's placement, all students and faculty must receive an orientation to CHHS according to the Student Orientation Checklist sample (Addendum B). Students and faculty must comply with CHHS policies and procedures, including but not limited to the following CHHS Policies and Procedures: Rules of Conduct, Personal Appearance, and Safety.
- B. Additional Research Training Requirements. Any student engaged in human subjects research at the hospital must complete additional research training requirements. Refer to the Administrative Policy and Procedure, "IRB Required Research Training." Children's Research Institute will maintain records of required research training.
- C. Supervision. To ensure supervision of students, the department leader or designee, or the School faculty member if present, will:
  - 1. Ensure the student is properly identified at all times by wearing CHHS issued student badge.
  - 2. Provide direct supervision in accordance with CHHS policy and procedure and in accordance with appropriate accrediting organization standards.
  - 3. If not in a group, provide a preceptor for each student. Any direct patient care involvement will be at the discretion of the CHHS preceptor.
  - 4. Provide the School/faculty member with <u>verbal feedback</u> regarding the student's activities and experiences as requested. Evaluations of clinical performance will be the sole responsibility of the School. Note: CHHS personnel are <u>not</u> authorized to sign any form or agreement provided by the school or to provide written feedback in any form.
  - 5. Obtain the identification badge from the student upon completion of the program and return the badge to Security for destruction.

# VI.DOCUMENTATION:

- A. The Department Director must maintain a copy of the Affiliation Agreement, Program Agreement, and the Student Placement Certification form for each student on file for duration of the placement.
- B. Educational Services must maintain on file every Affiliation Agreement, Program Agreement and Student Placement Certification forms indefinitely.

# **ADDENDUM A**

# AFFILIATION / PROGRAM AGREEMENT MODIFICATION REQUEST

Please return completed forms to Ed Services at StudentPlacement@chw.org

Name of department leader requesting review of Agreement modification(s):		
Name of School requesting the Agreement modification(s):		
Agreement modifications requested for:		
☐ Affiliation Agreement		
☐ Program Agreement		
☐ Student Placement Certification Form		
Rationale for consideration of modification(s) review:		
☐ Is this a needed specialty or priority program?		
☐ Are we hoping to recruit from the pool of students?		
☐ Does the student have a special relationship with a CHHS employee/MCW physician?		
□ What other facts or circumstances might influence the consideration of the exception? Please explain:		
Summary of modification(s) requested:  Note: If the requested change is a legal issue such as indemnification or insurance, the Legal Department will work directly with the Legal Department of the School to resolve such issues. If the requested change is an operational issue, the Legal Department will discuss those with the Department Director who will be responsible for working with the School on such issues.		
Is the department leader willing to accommodate the requested changes?   Yes   Department Manager or Director Approval:		
(signature)		

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**Note:** Affiliation / Program Agreement Modification Request Form can be found on the shared drive at Q:\Student Orientation\Student Placement

# **ADDENDUM B**

# STUDENT ORIENTATION

Item	Content	Content
#	Description	Source
1.	Mission of Hospital	Refer to Orientation
		Presentation PowerPoint
2.	Organizational Structure	Refer to Orientation
	<ul><li>CHHS affiliate</li></ul>	Presentation PowerPoint
	<ul> <li>Department/Area</li> </ul>	
3.	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	
	<ul><li>Policies and Procedures</li></ul>	Presentation PowerPoint
	<ul><li>Dress Code</li></ul>	
4.		
5.	Socurity	Presentation PowerPoint Refer to Orientation
J.	5. Security Refer to Orienta  ■ Parking Presentation Po	
	<ul><li>Identification</li></ul>	
	Personal Safety	
6.	Safety Procedures	Refer to Orientation
0.	■ Fire Plan	Presentation PowerPoint
	<ul> <li>External disaster response</li> </ul>	
	<ul> <li>Emergency numbers</li> </ul>	
7.	Patient Safety – Applicable Patient Safety Goals	Refer to Orientation
		Presentation PowerPoint
8.		
	<ul><li>Body Mechanics (if applicable)</li></ul>	Presentation PowerPoint
	<ul> <li>Exposure/Accidents procedures</li> </ul>	
9.	Infection Control	Refer to Orientation
	<ul> <li>Standard Precautions</li> </ul>	Presentation PowerPoint
	<ul><li>Hand hygiene</li></ul>	
	<ul> <li>Isolation Procedures (if applicable)</li> </ul>	
	<ul> <li>Waste management procedures</li> </ul>	
10.	Hazardous Materials	Refer to Orientation
	<ul> <li>Department/Area Specific Hazardous Materials</li> </ul>	Presentation PowerPoint
	<ul><li>Exposure procedures</li></ul>	

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11.	Department / Area-Specific: Tour Faculty / Preceptor or			
	<ul> <li>Of CHHS Affiliate</li> </ul>	Department Designee		
	<ul> <li>Of Department/Area</li> </ul>			
12.	2. Department / Area-Specific: Staff Faculty / Pred			
	<ul> <li>Roles and responsibilities</li> </ul>	Department Designee		
	<ul><li>Introductions</li></ul>			
13.	3. Department / Area-Specific: Standards of Care and/or Faculty / Preceptor or			
	Practice Department Designee			
	Patient population			
	Patient Care emergency procedures			
	■ Equipment & supplies			
	<ul> <li>Pertinent policies and procedures (e.g.,</li> </ul>			
	Restraints, Incident Reporting, etc.).			
	<ul> <li>Documentation</li> </ul>			
14.	4. Department / Area-Specific: Role of the Student Faculty / Preceptor or			
	<ul> <li>Student goals/objectives</li> <li>Department Designee</li> </ul>			
	<ul> <li>Preceptor expectations (work hours, who and</li> </ul>			
	how to report information, sign-in and sign-out,			
	sick calls, etc.)			
	<ul> <li>Duties and responsibilities</li> </ul>			
	<ul> <li>Of student</li> </ul>			
	<ul> <li>Of CHHS affiliate</li> </ul>			
	<ul> <li>Of faculty</li> </ul>			

**Note:** MS PowerPoint Orientation Presentation can be found on the shared drive at Q:\Student Orientation\Student Placement

# SAMPLE AFFILIATION AGREEMENT

# AFFILIATION AGREEMENT BETWEEN CHILDREN'S HOSPITAL AND HEALTH SYSTEM, INC. AND

# Sample University

THIS AFFILIATION AGREEMENT ("Agreement") is between Children's Hospital and Health System, Inc. on behalf of each of its affiliates ("CHHS") and Sample University ("Facility"), a non-profit educational and/or healthcare institution (CHHS and Facility collectively referred to as the "Parties"). This relationship is established for the purposes of education and clinical training of Facility's students. By this Agreement, CHHS retains responsibility for the care of its patients and Facility accepts responsibility for the clinical activities and clinical education of its students. To establish this educational relationship, the Parties agree to the following:

### 1. Program Agreement

Annually, the Parties shall mutually agree in writing to the Facility's proposed objectives for clinical placement of its students in one or more programs (each, a "Program Agreement"). The Program Agreement sets forth the educational program objectives for the clinical experience of Facility's students at CHHS. Facility's clinical education program objectives will contain, at a minimum, the following:

- " academic content and nature of anticipated clinical experience
- " qualifications, of its faculty and students as needed for the clinical experience
- " anticipated schedule of the clinical experience and Facility's attendance policy
- "the educational responsibilities of the Facility and CHHS pertinent to this Agreement

All fully executed Program Agreements are incorporated by reference and become a part of this Agreement.

### 2. Term and Termination

The term of this Agreement shall be three (3) years, from 6/1/2017 to 5/31/2020, subject to acceptance by CHHS. The Parties shall mutually agree in writing prior to any subsequent renewal of this Agreement. This Agreement may be terminated by either Party with ninety (90) days written notice to the other Party. CHHS reserves the right to immediately terminate this relationship with Facility for the failure to comply with conditions set forth in this Agreement.

### 3. Responsibilities of Facility

Facility agrees that it shall:

- A. Be responsible for the educational program of its students assigned to CHHS, with the placement
  of students in accordance with a mutually agreed-upon schedule for clinical assignments;
- B. Provide its on-site faculty (if applicable) and students with training on the privacy of health information under the Privacy Regulation provisions of the Health Insurance Portability and Accountability Act("HIPAA");
- C. Require its on-site faculty (if applicable) and students to submit to CHHS evidence of compliance with CHHS health requirements, and all other documentation listed on Exhibit A to the Program Agreement;
- D. Require its on-site faculty (if applicable) and students to comply with the CHHS policy regarding Caregiver Background Checks and the legal requirements of Wisconsin Administrative Code, DHS

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Original: 4/80 Revised: 10/26/2018 Effective: 10/26/2018

Original: 4/80
Revised: 10/26/2018
Effective: 10/26/2018
Policy manual change: 4/2019 From Administrative to Human Resources
Student Placement Program/Process Owner: Director of Ed Services

Code Chapters 12 and 13;

- E. Require its on-site faculty (if applicable) and students to abide by all policies, rules and regulations of CHHS and/or its affiliate, as applicable, including, but not limited to, policies of conduct, confidentiality, infection control, and the handling of hazardous materials;
- F. Ensure that its on-site faculty (if applicable) and students treat all information acquired by them with regard to patients as confidential in accordance with the Privacy Regulation provisions of HIPAA by requiring its on-site faculty (if applicable) and students to certify to CHHS their agreement to follow CHHS policies regarding patient privacy;
- G. Remove any student or faculty member from CHHS upon reasonable request. CHHS reserves the right to remove from CHHS premises any student deemed by CHHS to be unsafe to its patients, employees or others;
- H. Retain responsibility for the actions of its faculty and students while at CHHS; and
- I. To the greatest extent permissible under the state laws of Facility, obtain and maintain in full force and effect during the term of this Agreement comprehensive general liability and malpractice insurance covering its students, faculty, employees and agents against all liabilities arising from the activities contemplated by this Agreement, with limits, if permissible under the state laws of Facility, of not less than \$1,000,000 per occurrence and \$5,000,000 in the aggregate. Upon the request of CHHS, the Facility shall provide CHHS with certificates of insurance evidencing such coverage within thirty (30) days of execution of this Agreement. Facility, itself or through its insurance carrier, shall provide CHHS with thirty (30) days prior written notice of any revocation or reduction in such coverage.

### 4. Responsibilities of CHHS

CHHS agrees that it shall:

- A. Allow the use of its clinical and educational facilities in its sole discretion;
- Maintain standards of patient care and institutional policies for quality patient care and optimum educational experience in a safe environment;
- Provide facilities, supplies and materials for the delivery of patient care by the Facility's students;
- D. Provide or refer students to alternate outpatient treatment in case of accident or illness. However, under no circumstances shall CHHS bear the cost of any such treatment including, but not limited to, emergency room or outpatient treatment.

### 5. Responsibilities of Both Parties

In addition to the above, the Parties shall:

- A. To the greatest extent permitted under the state laws of Facility, Facility agrees to indemnify and hold harmless CHHS, its officers, directors, agents, employees, medical staff and representatives, from and against all costs, liabilities, damages and expenses (including reasonable attorney fees) arising from (i) a breach of any representation or warranty in this Affiliation Agreement or any Program Agreement, or (ii) its actions or omissions or the actions or omissions of its students, faculty, or employees, which cause any personal injury, bodily injury or property damage during the course of activities contemplated by this Agreement. CHHS agrees to indemnify and hold harmless Facility, its faculty and students, from and against all costs, liabilities, damages and expenses (including reasonable attorney fees) arising from (i) a breach of any representation or warranty in this Affiliation Agreement or in any Program Agreement, or (ii) its actions or omissions or the actions or omissions of its employees which cause any personal injury, bodily injury or property damage during the course of activities contemplated by this Agreement.
- B. Comply with, and Facility shall cause its faculty and students to comply with, all applicable federal and state laws, rules and regulations including, but not limited to, those regarding confidentiality of patient care records, the protection of human research subjects and the unlawful discrimination against any Party receiving services under this Agreement because of race, color, sex, national origin, age or handicap.

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C. Deliver notices required to be given under this Agreement in writing by hand delivery or United States Certified or Registered mail, postage prepaid, to the addresses below:

to CHHS at: Children's Hospital and Health System, Inc.

9000 West Wisconsin Avenue, P.O. Box 1997

Milwaukee, Wisconsin 53201 Attn: General Counsel

to Facility at: Sample University

123 Main Street Anywhere, OH 00000 Attn: Ms. Jane Doe

### 6. Authority

The persons executing and attesting to the provisions of this Agreement on behalf of CHHS and Facility, respectively, represent and warrant that they have full power, authority and right to execute this Agreement and that the execution of this Agreement by each such person is sufficient and legally binding on the respective party without the joinder or approval of any other person or party.

### Assignment

This Agreement may not be assigned without the express written consent of both parties.

### 8. Governing Law

This Agreement shall be governed and construed under the laws of the State of Wisconsin. Any claim related to the subject matter of this Agreement shall be filed in Milwaukee, Wisconsin.

### Integration

This Agreement and all agreements, attachments and exhibits referenced herein represent the entire agreement between the parties with respect to the subject matter hereof, superseding any prior agreements regarding the subject matter.

# 10. Amendment

This Agreement shall not be amended or modified in any way unless agreed to in writing and signed by both parties.

### 11. Waiver

No delay or failure by either party in exercising any right under this Agreement will constitute a waiver of that right or any future right.

### Severability

If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable under any applicable law, such provision shall be deemed deleted from this Agreement and shall be replaced by a valid and enforceable provision which so far as possible achieves the same objectives that the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

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Each party to this Agreement has caused its duly authorized representative to execute this Agreement on the date referenced below.

This Agreement is requested on behalf of CHHS and approved by:

Signature:	
Title:	
	(Director or Vice President, except for nursing students, which shall be signed designee of the Vice President-Patient Care Services)
	CHILDREN'S HOSPITAL AND HEALTH SYSTEM, IN
Signature:	
	President/Executive Vice President or designee
Date:	
	SAMPLE UNIVERSITY
Signature:	
Title:	
Date:	

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# **ADDENDUM D**

# **SAMPLE PROGRAM AGREEMENT**

Original: 4/80
Revised: 10/26/2018
Effective: 10/26/2018
Policy manual change: 4/2019 From Administrative to Human Resources
Student Placement Program/Process Owner: Director of Ed Services

# PROGRAM AGREEMENT | BY AND BETWEEN CHILDREN'S HOSPITAL AND HEALTH SYSTEM, INC. AND Sample University

THIS PROGRAM AGREEMENT ("Agreement") is between Children's Hospital and Health System, Inc. on behalf of each of its affiliates ("CHHS") and Sample University ("Facility"), a non-profit educational and/or healthcare institution (CHHS and Facility collectively referred to as the "Parties").

This Program Agreement establishes the educational program between CHHS and the Facility by identifying the academic and clinical components of the educational program as it relates to the use of CHHS clinical facilities and/or the delivery of patient care.

This Agreement serves as an understanding between CHHS and Facility for the use of CHHS clinical facilities in Sample Program education.

### 1. Term and Termination

The term of this Agreement shall be in effect 6/1/2017 through 5/31/2018 and is subject to renewal upon mutual written Agreement by the Parties. Subject to the immediate termination provision below, either Party may terminate this Agreement with ninety (90) days written notice by registered mail.

In the event of termination, the Parties will use reasonable efforts to accommodate students then enrolled in the Sample Program course in order to complete their clinical experience and curriculum.

CHHS reserves the right to immediately terminate this relationship in the event of Facility's failure to comply with federal or state laws, rules, regulations or hospital policies described in Sections 3(C), (D), (E) and (F) of the Affiliation Agreement.

### 2. Program Objectives

This Program Agreement is executed in accordance with a clinical Affiliation Agreement between the Parties, which is hereby incorporated by reference. The Facility agrees that it will submit to CHHS the written educational Program objectives that will contain at minimum, the following:

- " academic content and nature of anticipated clinical experience;
- " qualifications of its faculty and students as needed for the clinical experience;
- " anticipated schedule of the clinical experience and Facility's attendance policy; and
- "the educational responsibilities of the Facility and CHHS as it applies to this Agreement.

### 3. Clinical Activities and Supervision

CHHS will review the objectives and educational guidelines developed as described in paragraph two above and will assign clinical activities as it deems appropriate.

CHHS will provide direct supervision in accordance with the guidelines described above and in accordance with appropriate accrediting organization standards. CHHS will designate the name and qualifications of persons responsible for supervising the students' clinical experience.

Rev. 05/2017 Program Agreement, Exhibit A & Attachment

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Original: 4/80 Revised: 10/26/2018 Effective: 10/26/2018

### 4. Evaluations

Evaluations of clinical performance will be the sole responsibility of Facility. CHHS may participate in evaluation of student's performance by providing oral feedback if requested by Facility.

### 5. Student Placement

- A. Facility will be responsible for determining the adequacy of the educational background of students and will assign to CHHS only those students who have satisfactorily completed any required didactic and/or clinical portions of the Program's curriculum.
- B. Prior to the field assignment, the determination of the number of students assigned to CHHS shall be a joint decision between CHHS and Facility based on staff and space available in CHHS and eligible students enrolled in the appropriate Facility Program.
- C. Facility will provide CHHS a copy of its attendance policy along with a student roster which indicates the exact days and hours the students will be at CHHS.
- D. Facility will complete the student placement certification form attached hereto as Exhibit A prior to any student or on-site faculty starting their program at CHHS. Facility will provide to CHHS all information required pursuant to the Caregiver Background Check Law, Chapters DHS 12 and 13, Wis. Admin Code, that Facility found in the course of the required caregiver checks. Facility will ensure that its students and on-site faculty (if applicable) certify to CHHS their agreement to follow CHHS policies regarding patient privacy.

### 6. Program Coordination

The following persons are responsible for arranging placement of students, development of the educational Program and development of a tool for evaluating students.

Facility: John Smith Phone: (000) 000-0000 E-Mail:

CHHS: Jane Doe Phone: (000) 000-0000 E-Mail:

### 7. Orientation

At the commencement of the student's placement, CHHS will provide the student with an orientation of CHHS Administrative Policies and Procedures, appropriate departmental policies and procedures, and hospital policies and procedures relevant to safe clinical placement.

### 8. Facilities

Upon reasonable request, CHHS will permit the inspection of its clinical facilities, services available for clinical experience, student records and other items pertaining to the clinical experience by representatives of the Facility or agencies, or both, charged with the responsibility for approval of the facilities or accreditation of the curriculum.

### 9. Authority

The persons executing and attesting to the provisions of this Agreement on behalf of CHHS and Facility, respectively, represent and warrant that they have full power, authority and right to execute this Agreement and that the execution of this Agreement by each such person is sufficient and legally binding on such respective party without the joinder or approval of any other person or party.

Each party to this Agreement has caused its duly authorized representative to execute this Agreement on the date referenced below.

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Original: 4/80 Revised: 10/26/2018 Effective: 10/26/2018

This Agreement is requested on	behalf of CHHS and approved by:
Signature:	
Title:	
	(Director or Vice President, except for nursing students, which shall be signed by Patient Care Services Vice President's designee)
	CHILDREN'S HOSPITAL AND HEALTH SYSTEM, INC
Signature:	
	President/Executive Vice President or designee
Date	
SAM	PLE UNIVERSITY
Signature:	
Title:	
Date	

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### EXHIBIT A to Program Agreement

# by and between CHHS and Sample University

### Student Placement Certification Form

(PLEASE NOTE: COMPLETION OF THIS DOCUMENT FOR EACH STUDENT IS REQUIRED 30 DAYS PRIOR TO PLACEMENT)

After completion, send or fax both pages to:

# Jane Doe, Children's Hospital and Health System, Inc. PO Box 1997, M.S. 0, Milwaukee, WI 53201 FAX: (000) 000-0000 Placement Information A. Program/Course Information (i.e., Respiratory, OT, etc.) B. Course Faculty: C. Name of student(s) - please print. Attach separate list if necessary. D. Faculty Phone Number:\_\_\_ Email: E. Will Faculty be on-site during experience: F. If Faculty are not on-site, please provide information where the instructor can be contacted while student is at CHHS: G. Date of Experience: (Please specify per individual or group start/end dates. Attach a seperate list if necessary.) H. Primary CHHS affiliate where student experience will occur: \_\_\_ I. Department/Unit where student experience will occur: \_ Check off the following requirements as they are met: II. Health Requirements □ Documentation of health assessment upon program entry must be kept on file at school. Any chronic condition with risk of antibiotic-resistant infection must be evaluated by CHHS Employee Health and Wellness before placement. Documentation of a negative TB test within past 12 months must be kept on file at school. If skin test is positive, a negative chest x-ray and annual symptom assessment must be on file Documentation of immunity to Rubella, Rubeola and Mumps must be kept on file at school either by two MMR vaccines or positive Rubella, Rubeola and Mumps titres, Documentation of immunity to varicella must be kept on file at school, either by 2 varicella vaccines, positive varicella titre or documented history from a healthcare provider of chicken pox or shingles. Documentation of a negative controlled substance drug screen conducted prior to the start of the student's placement must be kept on file at school.

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	<ul> <li>Documentation of annual (seasonal) influenza vaccination must be kept on file at school.</li> <li>Fall program participants must be vaccinated before November 30.</li> <li>Program participants beginning between November 30th and March 31st must be vaccinated prior to program participation.</li> </ul>
III.	OSHA Category I requirements for students/on-site faculty
	Check box if student or faculty is in a Category I placement.
	Category I individuals are those individuals whose job classifications may or will provide exposure to blood or any other high-risk body fluids during the performance of their job responsibilities.
	<ul> <li>Documentation of the Hepatitis B vaccine series, or a positive HBSAB titre, or a signed refusal must be kept on file at the school.</li> </ul>
	Appropriate initial education on OSHA Bloodborne Pathogen Standard (29 CFR Part 1910.1030) or annual inservice on the above standard.
IV.	Background information disclosure requirement for students/on-site faculty
	The student(s) and faculty listed have complied with the Caregiver Background Check Law (Wisconsin Administrative Code Chapters DHS 12 and 13), which is applicable to all students and faculty who will be on CHHS premises, according to CHHS policy. A Caregiver Background Check consists of: (1) all items listed at https://www.dhs.wisconsin.gov/caregiver/employee.htm, (2) a check of the National Sex Offender Registry, and (3) a check of any applicable freely accessible state court records, such as weas wiccourts.gov. The Facility listed above has completed the Wisconsin Caregiver Background Check within 24 months prior to the start date specified in the
	"Date of Experience" field of this Student Placement Certification Form, Section I, Item G, and neither the students nor faculty are prohibited from providing services under the Caregiver Background Check Law, as applicable to all students and faculty. The Facility listed above has provided CHHS with all information found in the course of the required caregiver checks as required pursuant to the Caregiver Background Check Law.  If student is placed in Community Services, student must complete a Child Protective
	Services (CPS) check that will be run by CHHS.
٧.	Motor vehicle record check and personal auto insurance requirements for students who will drive as part of their Placement
	Documentation of motor vehicle record check for the student(s) listed must be kept
	on file at school verifying: (a) no more than two moving violations within the past 36 months; (b) no more than two accidents within the past 36 months; (c) no more than two combined accidents and moving violations in the last 36 months; and (d) no
	Driving Under the Influence (DUI), Driving While Intoxicated (DWI) or Operating While Intoxicated (OWI) conviction in the past five (5) years.
	Documentation of personal auto insurance covering the student(s) listed must be kept on file at school verifying: (a) a limit of not less than \$100,000 for bodily injury per person; (b) a limit of not less than \$300,000 for bodily injury in the aggregate; and (c) a limit of not less than \$100,000 for property damage.
	-OR-
	Student will not drive as part of their placement, other than to get to and /or from the CHHS facility.

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I certify that each of the above requirements has been met for the student(s) and on-site faculty listed and that such records and documentation will be maintained and made available upon request from CHHS. The person executing and attesting to the provisions of this Student Placement Certification Form represents and warrants that he or she has full power, authority and right to execute this Student Placement Certification Form and that execution of this Student Placement Certification Form by such person is sufficient and legally binding on Sample University without the joinder or approval of any other person or party.

By:		
•	Signature of Facility Representative	Signature of CHHS Department Director
	Print Full Name	Print Full Name
Title:		
ate:		

FOR CHHS USE ONLY: CHHS Contact Person: Jane Doe Security Services will not accept appointments for student ID Badges until EXHIBIT A is signed by CHHS Department Director and received by Education Services, M.S. C230.

Rev. 05/2017 Program Agreement, Exhibit A & Attachment

Original: 4/80 Revised: 10/26/2018

Effective: 10/26/2018

# STUDENT/FACULTY CERTIFICATION ATTACHMENT to EXHIBIT A of the PROGRAM AGREEMENT between

# Children's Hospital and Health System, Inc. and

### Sample University

The undersigned agrees that any information or knowledge acquired or received by me during the course of my experience at CHHS, including but not limited to patient/client data and patient/client care information, CHHS's business affairs, methods of operation, and computer processing systems ("Confidential Information") is confidential. I agree to maintain the confidentiality of and not to disclose or use Confidential Information during and after my experience at CHHS ends, without CHHS's prior written consent.

I understand that information contained in medical or electronic records is the property of Children's Hospital and Health System, Inc. and that patients/clients have the right to expect that records will be managed confidentially. I agree to follow all CHHS policies and procedures regarding patient/client privacy and I understand that any violation of those policies could result in immediate dismissal from the CHHS assignment, as well as federal, civil and/or criminal penalties. I further agree as follows:

- 1. I am responsible for protecting the confidentiality of patient/client information disclosed to me.
- I will only access patient/client information that is necessary for my assignment and I will not disclose information to other students or faculty or to employees of Children's Hospital and Health System unless they need it to do their job.
- 3. I will refer all request for copies of medical records to the Medical Records Department.
- 4. I will not discuss patient/client information in public places (for example, elevators or the cafeteria).
- 5. I will not disclose patient/client information outside CHHS.
- 6 I will review CHHS privacy policies and consider how they impact my assignment. If I have questions or concerns about patient privacy, I will contact the CHHS Privacy Officer at (414) 286-2215.

Accept	Accepted and agreed to:	
Ву:	Student/Faculty	
	Print Full Name	
Date:		

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