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**BOARD OF NURSING**  
**ROOM 121A, 1400 EAST WASHINGTON AVENUE, MADISON, WI**  
**CONTACT: DAN WILLIAMS (608) 266-2112**  
**January 9, 2014**

*Notice: The following agenda describes the issues that the Board plans to consider at the meeting. At the time of the meeting, items may be removed from the agenda. Please consult the meeting minutes for a description of actions and deliberation of the Board. A quorum of the Board may be present during any committee meetings.*

**8:00 A.M.**

**AGENDA**

**CALL TO ORDER – ROLL CALL – OPEN SESSION**

- A. Adoption of the Agenda (1-4)**
- B. 8:00 A.M. – Appearance – Michael Miller , M.D., F.A.S.A.M., F.A.P.A. – Discussion and Consideration (5-8)**
- C. Attendance at the Legislation and Rules Committee (9-30)**
- D. Report of the Legislation and Rules Committee**
- E. Approval of the Board of Nursing Minutes of December 19, 2013 (31-36)**
- F. Administrative Matters – Discussion and Consideration**
  - 1) Staff Updates
  - 2) Officer Elections **(37-38)**
  - 3) Appointment of Liaisons and Committee Members **(37-38), (249-250)**
- G. School Program Matters - Discussion and Consideration**
  - 1) Request Authorization to Admit Students to Bachelor of Science in Nursing Program at Cardinal Stritch University **(39-244)**

- H. Legislative / Administrative Rule Matters- Discussion and Consideration
- I. **Speaking Engagement(s), Travel, or Public Relations Request(s) – Discussion and Consideration**
  - 1) NCSBN Midyear Meeting **(245-246)**
  - 2) WNA Annual Nurses Day **(247-248)**
- J. Discussion and Consideration of Items Received After Preparation of the Agenda:
  - 1) Introductions, Announcements, and Recognition
  - 2) Presentations of Petition(s) for Summary Suspension
  - 3) Presentation of Proposed Stipulation(s), Final Decision(s) and Order(s)
  - 4) Presentation of Final Decision and Order(s)
  - 5) Informational Item(s)
  - 6) DLSC Matters
  - 7) Status of Statute and Administrative Rule Matters
  - 8) Education and Examination Matters
  - 9) Credentialing Matters
  - 10) Practice Questions
  - 11) Legislation / Administrative Rule Matters
  - 12) Liaison Report(s)
  - 13) Speaking Engagement(s), Travel, or Public Relations Request(s)
  - 14) Consulting with Legal Counsel
- K. Public Comments

**CONVENE TO CLOSED SESSION to deliberate on cases following hearing (s. 19.85(1)(a), Stats.); to consider licensure or certification of individuals (s. 19.85(1)(b), Stats.); to consider closing disciplinary investigations with administrative warnings (ss. 19.85 (1)(b), and 440.205, Stats.); to consider individual histories or disciplinary data (s. 19.85 (1)(f), Stats.); and to confer with legal counsel (s. 19.85(1)(g), Stats.).**

**L. Deliberation of DLSC Matters**

- 1) Proposed Stipulations, Final Decisions and Orders
  - a. 12 NUR 597, Deborah R. Grossbier, L.P.N. **(249-256)**
  - b. 13 NUR 006, Margaret H. McCallum, R.N. **(257-262)**
  - c. 13 NUR 021, Cheri A. Reichert, R.N. **(263-274)**
  - d. 13 NUR 061, Vanessa R. Wagner, R.N. **(275-282)**
  - e. 13 NUR 113, Kathleen M. Abbott, L.P.N. **(283-296)**
  - f. 13 NUR 507, Renee L. Watrud, L.P.N. **(297-304)**
  - g. 13 NUR 529, Justine Sandin **(305-312)**
- 2) Administrative Warnings
  - a. 13 NUR 488, R.R., L.P.N. **(313-314)**
  - b. 13 NUR 531, S.S., R.N. **(315-316)**
  - c. 13 NUR 596, D.G., L.P.N. **(317-318)**
- 3) Case Status report **(319-328)**
- 4) Case Closures
- 5) Deliberation of Monitoring matters including but not limited to; Modifications, Reinstatements, and consideration of Board Order violations **(329-330)**
  - a. Melissa Anderson **(331-346)**
  - b. Constance Jordan **(347-352)**
  - c. Audrey Martorana **(353-358)**

**M. Proposed Final Decisions**

- 1) Gliszinski, Rachel J., LPN (DHA#SPS-13 -12) (DLSC 12NUR509) **(359-384)**
- 2) Woods, Stacy L., RN (DHA#SPS 13-048) (DLSC 13NUR150) **(385-394)**
- 3) Salceda, Cheryl Smokowicz, RN (DHA#SPS 12-0079)(DLSC 10NUR239)- Motion for Extension of Time in which to Serve Objections on Respondent **(395-398)**

**N. Deliberation of Credentialing Matters**

- 1) William Barnhill **(399-436)**
- 2) Kristiina Bousherhri **(437-462)**
- 3) Lori Heuser **(463-530)**
- 4) Fred Kavalauskas **(531-558)**
- 5) Nikki Kroner **(559-592)**
- 6) Nicole Penass **(593-744)**
- 7) Kathleen Sayles **(745-770)**
- 8) Betty Wake **(771-800)**
- 9) Valeria Whitehead **(801-848)**

**O. Deliberation of Items Received After Preparation of the Agenda**

- 1) Professional Assistance Procedure (PAP)
- 2) Monitoring Matters
- 3) Administrative Warnings
- 4) Review of Administrative Warning
- 5) Proposed Stipulations, Final Decisions and Orders
- 6) Proposed Final Decisions and Orders
- 7) Orders Fixing Costs/Matters Related to Costs
- 8) Petitions for Summary Suspension
- 9) Petitions for Re-hearings
- 10) Complaints
- 11) Examination Issues
- 12) Credential Issues
- 13) Appearances from Requests Received or Renewed
- 14) Motions
- 15) Consulting with Legal Counsel

**RECONVENE INTO OPEN SESSION IMMEDIATELY FOLLOWING CLOSED SESSION**  
Voting on Items Considered or Deliberated on in Closed Session, If Voting is Appropriate

**P. Board Meeting Process (Time Allocation, Agenda Items) - Discussion and Consideration**

**Q. Board Strategic Planning and its Mission, Vision, and Values - Discussion and Consideration**

- 1) Newsletter

**ADJOURNMENT**

**State of Wisconsin  
Department of Safety & Professional Services**

**AGENDA REQUEST FORM**

1) Name and Title of Person Submitting the Request:  <b>Dan Williams</b>		2) Date When Request Submitted:  Items will be considered late if submitted after 4:30 p.m. and less than: <ul style="list-style-type: none"> <li>▪ 10 work days before the meeting for Medical Board</li> <li>▪ 14 work days before the meeting for all others</li> </ul>	
3) Name of Board, Committee, Council, Sections:  <b>Wisconsin Board of Nursing</b>			
4) Meeting Date:  <b>1/9/14</b>	5) Attachments: <input type="checkbox"/> Yes <input type="checkbox"/> No	6) How should the item be titled on the agenda page?  <b>8 A.M. Appearance by Michael M. Miller, MD, FASAM, FAPA – Discussion and Consideration</b>	
7) Place Item in: <input checked="" type="checkbox"/> Open Session <input type="checkbox"/> Closed Session <input type="checkbox"/> Both	8) Is an appearance before the Board being scheduled? If yes, who is appearing?  <input type="checkbox"/> Yes by <input checked="" type="checkbox"/> No	9) Name of Case Advisor(s), if required:  N/A	
10) Describe the issue and action that should be addressed:  <p>Michael M. Miller, MD, FASAM, FAPA, is the medical director of the Herrington Recovery Center at Rogers Memorial Hospital-Oconomowoc. Rogers is a comprehensive psychiatric hospital, nationally recognized for specialty residential treatment programs for eating disorders, addiction, obsessive-compulsive disorder and anxiety disorders for children, teens and adults.</p> <p>Dr. Miller is a board certified general psychiatrist and addiction psychiatrist. He has practiced addiction medicine for almost 30 years and is certified in addiction medicine by the American Board of Addiction Medicine.</p>			



Published on *Rogers Memorial Hospital*  
(<http://rogershospital.org>)  
[Home](#) > Michael M. Miller, MD, FASAM, FAPA

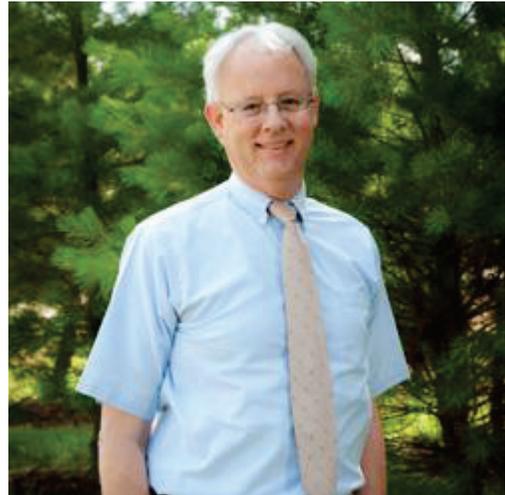
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## **Michael M. Miller, MD, FASAM, FAPA**

Title: Medical Director, Herrington Recovery Center  
Location: Oconomowoc  
Center: Herrington Recovery Center  
Services Provided: Chemical Dependency Services

Michael M. Miller, MD, FASAM, FAPA, is the medical director of the Herrington Recovery Center at Rogers Memorial Hospital-Oconomowoc. He is a board-certified general psychiatrist and addiction psychiatrist. Dr. Miller has practiced addiction medicine for almost 30 years and is certified in addiction medicine by the American Board of Addiction Medicine.

He is a Fellow of the American Psychiatric Association (APA) and the American Society of Addiction Medicine (ASAM). Dr. Miller is also an at-large director of the American Board of Addiction Medicine (ABAM) and the ABAM Foundation. He recently completed a two-year term as the president of ASAM, the largest medical specialty society in America of physicians devoted to addiction prevention, treatment, medical education, research, and public policy.



Dr. Miller has served on many task forces and councils of ASAM and the Wisconsin Medical Society (WMS), was chair of the WMS Commission on Addictive Diseases, and is current Vice Speaker of the WMS House of Delegates. For more than 10 years he served with Dr. Roland Herrington on the Managing Committee of the Statewide Physician Health Program of the WMS.



Dr. Miller has been elected by his peers for inclusion in Best Doctors in America® from 2007 to 2012

Dr. Miller is an assistant clinical professor in the Department of Psychiatry and Behavioral Medicine at the Medical College of Wisconsin where he began his residency in 1979. He serves as a faculty member for the Addiction Psychiatry Fellowship and the new Addiction Medicine Fellowship at the University of Wisconsin School of Medicine and Public Health, where he is a Clinical Adjunct Associate Professor.

Dr. Miller also serves on the faculty for the Addiction Psychiatry Fellowship with the Departments of Psychiatry at the Medical College of Wisconsin and C. J. Zablocki Veterans Administration Hospital in Milwaukee and is an Assistant Clinical Professor in the Department of Psychiatry and Behavioral Health at the Medical College of Wisconsin.

Dr. Miller has lectured throughout the United States and internationally on addiction medicine, general psychiatry, and addiction psychiatry topics, as well as on topics related to medical economics, medical quality, medical ethics, and public health.

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**Source URL:** <http://rogershospital.org/doctors/michael-m-miller-md-fasam-fapa>

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**LEGISLATION AND RULES COMMITTEE**

**BOARD OF NURSING**  
**ROOM 121C, 1400 EAST WASHINGTON AVENUE, MADISON WI**  
**CONTACT: DAN WILLIAMS (608) 266-2112**  
**January 9, 2014**

*Notice: The following agenda describes the issues that the Committee plans to consider at the meeting. At the time of the meeting, items may be removed from the agenda. Please consult the meeting minutes for a description of the actions and deliberations of the Committee. A quorum of the Board may be present during the committee meeting.*

**8:05 a.m.**

**AGENDA**

**CALL TO ORDER – ROLL CALL – OPEN SESSION**

- A. Approval of Agenda**
- B. Approval of Legislation and Rules Committee Minutes of January 6, 2014 (11-12)**
- C. Review of Public Hearing and Clearinghouse Comments – Discussion and Consideration**
  - 1) Clearinghouse Rule #13.097 amending N 7 relating to unprofessional conduct  
**(13-30)**
- D. 2014 Rulemaking Projects – Discussion and Consideration**
- E. Public Comments**

**ADJOURNMENT OF LEGISLATION AND RULES COMMITTEE MEETING**

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**State of Wisconsin  
Department of Safety & Professional Services**

**AGENDA REQUEST FORM**

<b>1) Name and Title of Person Submitting the Request:</b>  <b>Sharon Henes</b> <b>Administrative Rules Coordinator</b>		<b>2) Date When Request Submitted:</b> <i>26 December 2013</i>	
		Items will be considered late if submitted after 4:30 p.m. and less than: <ul style="list-style-type: none"> <li>▪ 10 work days before the meeting for Medical Board</li> <li>▪ 14 work days before the meeting for all others</li> </ul>	
<b>3) Name of Board, Committee, Council, Sections:</b> Board of Nursing – Legislative/Rule Committee			
<b>4) Meeting Date:</b>  <b>January 9, 2014</b>	<b>5) Attachments:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<b>6) How should the item be titled on the agenda page?</b> > CR # 13-.097 amending N 7 relating to unprofessional conduct > 2014 Rulemaking projects	
<b>7) Place Item in:</b> <input type="checkbox"/> Open Session <input type="checkbox"/> Closed Session <input type="checkbox"/> Both	<b>8) Is an appearance before the Board being scheduled? If yes, who is appearing?</b> <input type="checkbox"/> Yes by _____ (name)  <input type="checkbox"/> No	<b>9) Name of Case Advisor(s), if required:</b>	
<b>10) Describe the issue and action that should be addressed:</b>			
<b>11) Authorization</b>			
<i>Sharon Henes</i>		<i>26 December 2013</i>	
Signature of person making this request		Date	
Supervisor (if required)		Date	
Bureau Director signature (indicates approval to add post agenda deadline item to agenda)		Date	
<b>Directions for including supporting documents:</b> 1. This form should be attached to any documents submitted to the agenda. 2. Post Agenda Deadline items must be authorized by a Supervisor and the Board Services Bureau Director. 3. If necessary, Provide original documents needing Board Chairperson signature to the Bureau Assistant prior to the start of a meeting.			



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## WISCONSIN LEGISLATIVE COUNCIL RULES CLEARINGHOUSE

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Scott Grosz and Jessica Karls-Ruplinger  
*Clearinghouse Co-Directors*

Terry C. Anderson  
*Legislative Council Director*

Laura D. Rose  
*Legislative Council Deputy Director*

### CLEARINGHOUSE REPORT TO AGENCY

[THIS REPORT HAS BEEN PREPARED PURSUANT TO S. 227.15, STATS. THIS IS A REPORT ON A RULE AS ORIGINALLY PROPOSED BY THE AGENCY; THE REPORT MAY NOT REFLECT THE FINAL CONTENT OF THE RULE IN FINAL DRAFT FORM AS IT WILL BE SUBMITTED TO THE LEGISLATURE. THIS REPORT CONSTITUTES A REVIEW OF, BUT NOT APPROVAL OR DISAPPROVAL OF, THE SUBSTANTIVE CONTENT AND TECHNICAL ACCURACY OF THE RULE.]

#### CLEARINGHOUSE RULE 13-097

AN ORDER to repeal N 7.04; to amend N 7.01 (2); to repeal and recreate N 7.03; and to create N 7.02 (1m), relating to code of conduct.

Submitted by **DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES**

11-15-2013 RECEIVED BY LEGISLATIVE COUNCIL.

12-16-2013 REPORT SENT TO AGENCY.

SG:BL

**LEGISLATIVE COUNCIL RULES CLEARINGHOUSE REPORT**

This rule has been reviewed by the Rules Clearinghouse. Based on that review, comments are reported as noted below:

1. STATUTORY AUTHORITY [s. 227.15 (2) (a)]

Comment Attached            YES             NO

2. FORM, STYLE AND PLACEMENT IN ADMINISTRATIVE CODE [s. 227.15 (2) (c)]

Comment Attached            YES             NO

3. CONFLICT WITH OR DUPLICATION OF EXISTING RULES [s. 227.15 (2) (d)]

Comment Attached            YES             NO

4. ADEQUACY OF REFERENCES TO RELATED STATUTES, RULES AND FORMS  
[s. 227.15 (2) (e)]

Comment Attached            YES             NO

5. CLARITY, GRAMMAR, PUNCTUATION AND USE OF PLAIN LANGUAGE [s. 227.15 (2) (f)]

Comment Attached            YES             NO

6. POTENTIAL CONFLICTS WITH, AND COMPARABILITY TO, RELATED FEDERAL  
REGULATIONS [s. 227.15 (2) (g)]

Comment Attached            YES             NO

7. COMPLIANCE WITH PERMIT ACTION DEADLINE REQUIREMENTS [s. 227.15 (2) (h)]

Comment Attached            YES             NO

STATE OF WISCONSIN  
BOARD OF NURSING

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IN THE MATTER OF RULE-MAKING : PROPOSED ORDER OF THE  
PROCEEDINGS BEFORE THE : BOARD OF NURSING  
BOARD OF NURSING : ADOPTING RULES  
: (CLEARINGHOUSE RULE )  
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PROPOSED ORDER

An order of the Board of Nursing to repeal 7.04, amend 7.01(2), repeal and recreate 7.03 and create 7.02(1m) relating to code of conduct.

Analysis prepared by the Department of Safety and Professional Services.

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ANALYSIS

**Statutes interpreted:** § 441.07

**Statutory authority:** §§ 15.08(5)(b) and 227.11(2)(a)

**Explanation of agency authority:**

The Board of Nursing has general agency authority to promulgate rules interpreting the provisions of any statute enforced or administered by the Board of Nursing.

The Board also has specific agency conferred by the legislature to promulgate rules for its own guidance and for the guidance of the profession and define and enforce professional conduct and unethical practices.

**Related statute or rule:** § 441.07

**Plain language analysis:**

Section 1 amends the statement of intent to include certificate due to the disciplinary action may be taken against an advanced practice nurse prescriber certificate.

Section 2 provides a definition for certificate.

Section 3 creates a new section defining the grounds for disciplinary action

Section 4 repeals N 7.04 which defined unprofessional conduct. This proposed rule combines the negligence and unfit to practice section with the unprofessional conduct section to make one section identifying the grounds for disciplinary action.

**Summary of, and comparison with, existing or proposed federal regulation:**

None

**Comparison with rules in adjacent states:**

**Illinois:** The grounds for disciplinary actions in Illinois include: findings of unethical or unprofessional conduct which includes engaging in behavior that crosses professional boundaries; sexual conduct; deceiving, defrauding or harming the public; and departure from or failure to conform to the standards of professional or practical nursing. In addition, Illinois incorporates by reference the “Code for Nurses with Interpretive Statements” and “Standards of Practice and Educational Competencies of Graduates of Practical/Vocational Nursing Programs.”

**Iowa:** The grounds for disciplinary actions in Iowa include: behavior which constitutes knowingly making misleading, deceptive, untrue or fraudulent representations in the practice of a profession; behaviors which constitutes unethical conduct; behavior which constitutes fraud; behavior which constitutes knowingly making misleading, deceptive, untrue or fraudulent representations; and professional incompetency.

**Michigan:** The grounds for disciplinary actions in Michigan include: personal disqualifications; practicing outside the scope; unprofessional conduct; fraud or deceit; obtaining, possessing or attempting to obtain a controlled substance; and unethical business practices.

**Minnesota:** The grounds for disciplinary actions in Minnesota include: non-compliance with requirements; practicing outside the scope; criminal convictions; violating confidentiality; engaging in conduct with a patient that is sexual or may reasonably be interpreted as sexual; obtaining money, property or services from a patient through the use of undue influence; engaging in fraud or deceit; failing to or inability to perform professional or practical nursing with reasonable skill and safety; engaging in unprofessional conduct; actual or potential inability to practice nursing with reasonable skill and safety; engaging in any unethical conduct; improper management of patient records; and improper supervision.

**Summary of factual data and analytical methodologies:**

The Board of Nursing reviewed the recently adopted model rules of the National Council of State Boards of Nursing and the surrounding states as well as utilizing knowledge of current minimum standards to determine what would be in the best interest of the state of Wisconsin when setting forth the practices which constitute grounds for discipline.

**Analysis and supporting documents used to determine effect on small business or in preparation of economic impact analysis:**

**Fiscal Estimate and Economic Impact Analysis:**

The Fiscal Estimate and Economic Impact Analysis is attached.

**Effect on small business:**

These proposed rules do not have an economic impact on small businesses, as defined in s. 227.114 (1), Stats. The Department’s Regulatory Review Coordinator may be contacted by email at [Tom.Engels@wisconsin.gov](mailto:Tom.Engels@wisconsin.gov), or by calling (608) 266-8608.

**Agency contact person:**

Sharon Henes, Administrative Rules Coordinator, Department of Safety and Professional Services, Division of Policy Development, 1400 East Washington Avenue, Room 151, P.O. Box 8935, Madison, Wisconsin 53708; telephone 608-261-2377; email at [Sharon.Henes@wisconsin.gov](mailto:Sharon.Henes@wisconsin.gov).

**Place where comments are to be submitted and deadline for submission:**

Comments may be submitted to Sharon Henes, Administrative Rules Coordinator, Department of Safety and Professional Services, Division of Policy Development, 1400 East Washington Avenue, Room 151, P.O. Box 8935, Madison, WI 53708-8935, or by email to [Sharon.Henes@wisconsin.gov](mailto:Sharon.Henes@wisconsin.gov). Comments must be received on or before \* to be included in the record of rule-making proceedings.

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TEXT OF RULE

SECTION 1. N 7.01 (2) is amended to read:

N 7.01 (2) The intent of the board of nursing in adopting this chapter is to specify grounds for limiting, suspending, revoking or denying renewal of a license or certificate or for reprimanding a license or certificate.

SECTION 2. N 7.02(1m) is created to read:

N 7.02(1m) “Certificate” means a certificate of an advanced practice nurse prescriber.

SECTION 3. N 7.03 is repealed and recreated to read:

**N 7.03 Grounds for denying renewal or disciplinary action.** The grounds for denying renewal or taking disciplinary action on a license or certificate are as follows:

(1) Noncompliance with federal, jurisdictional or reporting requirements including:

- (a) Engaging in conduct that violates the security of the licensure examination or the integrity of the examination results.
  - (b) Having a license to practice nursing or a nurse licensure compact privilege to practice denied, revoked, suspended, limited or otherwise disciplined in another state, territory or country. A certified copy of the record of the board is conclusive evidence of the final action.
  - (c) After a request of the board, failing to cooperate in a timely manner, with the board's investigation of a complaint filed against a license holder. There is a rebuttable presumption that a credential holder who takes longer than 30 days to respond to a request of the board has not acted in a timely manner.
  - (d) Practicing without an active license.
  - (e) Practicing beyond the scope of practice permitted by law.
  - (f) Failing to inform the board of the advanced practice nurse prescriber's certification status with a national certifying body as a nurse anesthetist, nurse-midwife, nurse practitioner or clinical nurse specialist.
  - (g) Violating any term, provision or condition of any order of the board.
  - (h) Failing to notify the board of a felony or misdemeanor in writing of the date, place and nature of the conviction or finding within 48 hours after the entry of the judgment of conviction. Notice shall include a copy of the judgment of conviction and a copy of the complaint or other information which describes the nature of the crime in order that the board may determine whether the circumstances of the crime of which the credential holder was convicted are substantially related to the practice of nursing.
  - (i) Failing to report to the board or institutional supervisory personnel any violation of the rules of this chapter by a licensee. This provision does not require a nurse to report treatment information which would fall within the nurse-patient privilege set forth in s. 905.04(1)(b).
- (2) Violating or aiding and abetting a violation of any law substantially related to the practice of nursing. Being convicted of any crime substantially related to the practice of nursing. A certified copy of a judgment of conviction is prima facie evidence of a violation.
- (3) Confidentiality, patient privacy, consent or disclosure violations, including:
- (a) Failing to safeguard the patient's dignity, and the right to privacy.
  - (b) Knowingly, recklessly or negligently divulging a privileged communication or other confidential patient health care information except as required or permitted by state or federal law.
  - (c) Making statements or disclosures that create a risk of compromising a patient's privacy, confidentiality and dignity, including statements or disclosures via electronic or social media.
- (4) Misconduct or abuse, including:
- (a) Soliciting, borrowing, misappropriating, obtaining or attempting to obtain money or property from a patient or a patient's family.

- (b) Obtaining or attempting to obtain any compensation by fraud, misrepresentation, deceit, duress or undue influence in the course of nursing practice.
- (c) Abusing a patient by a single or repeated act of force, violence, harassment, deprivation, neglect, or mental pressure which reasonably could cause physical pain or injury or mental anguish or fear.
- (d) Engaging in repeated or significant disruptive behavior or interaction with health care personnel, patients, family members or others that interferes with patient care or could reasonably be expected to adversely impact the quality of care rendered.
- (e) Violating principles of professional boundaries, including:
  1. Failing to establish, maintain or communicate professional boundaries with the patient.
  2. Engaging in relationships with patients that could impair the nurse's professional judgment;
  3. Exploiting in any manner the professional relationship with a patient for the nurse's emotional, financial, sexual or personal advantage or benefit.
  4. Engaging in dual relationships if the nurse's ability to provide appropriate care would be impaired due to the nature of the additional relationship with the patient.
  5. Engaging in any dual relationship in mental health nursing.
  6. Engaging in self-disclosure to a patient which creates a risk or adversely impacts the patient's care and well-being.
  7. Using any confidence of a patient to the patient's disadvantage or for the advantage of the nurse.
  8. Failing to have a written agreement with the patient regarding financial matters.
  9. Arrangements for reimbursement must be made at the initiation of the nurse-patient relationship or the case of emergency treatment as soon as is practicable.
  10. Accepting gifts which are more than minimal value or cash from a patient or patient's family.

This paragraph does not include providing health care services to a person with whom the nurse has a preexisting, established personal relationship where there is no evidence of or potential for exploiting the patient and contact that is necessary for a health care purpose that meets the standards of the profession.

- (f) Engaging in sexually misconduct, including:
  1. Sexual explicit conduct, sexual contact, exposure, gratification, other sexual behavior with or in the presence of a patient.
  2. Conduct that may reasonably be interpreted by a patient as sexual or in any verbal behavior that is sexually harassing to a patient.
  3. Posing, photographing or recording the body or any body part of a current or former patient, other than for health care purposes.

4. Transmitting information about a patient via electronic media that can be reasonably interpreted as sexual or sexually demeaning by the current or former patient.
5. Engaging or attempting to engage in sexual or seductive conduct with a former patient if doing so creates a risk that the relationship could cause harm to or exploitation of the former patient.

For the purpose of this paragraph, due to the unique vulnerability of mental health patients, including patients with substance use disorders, nurses are prohibited from engaging in or attempting to engage in sexual or seductive conduct with such former patients, a former patient's immediate family or person responsible for the patient's welfare, for a period of at least 2 years after the termination of nursing services.

- (5) Fraud, deception or misrepresentation, including:
  - (a) Falsifying or inappropriately altering reports, patient documentation, agency records and other health documents.
  - (b) Intentionally making incorrect entries in a patient's medical record or other related documents.
  - (c) Engaging in abusive or fraudulent billing practices, including violations of federal Medicare and Medicaid laws or state laws.
  - (d) Submitting false claims.
  - (e) Fraud, deceit or material omission in obtaining a license or certification or in the renewal of the license or certification.
  - (f) Impersonating another licensee or allowing another person to use the licensee's credential for any purpose.
  - (g) Submitting false information in the course of an investigation.
  - (h) Misrepresentation of credentials.
  - (i) Misleading, false or deceptive advertising or marketing.
- (6) Unsafe practice or substandard care, including:
  - (a) Failing to perform nursing with reasonable skill and safety.
  - (b) Lack of knowledge, skill or ability to discharge professional obligations within the scope of nursing practice.
  - (c) Departing from or failing to conform to the minimal standards of acceptable nursing practice that may create unnecessary risk or danger to a patient's life, health or safety. Actual injury to a patient need not be established.
  - (d) Failing to supervise student experiences as a clinical nursing instructor.
  - (e) Failing to report to or leaving a nursing assignment without properly notifying appropriate supervisory personnel and ensuring the safety and welfare of the patient or client.
  - (f) Practicing nursing while under the influence of alcohol, illicit drugs or while impaired by the use of legitimately prescribed pharmacological agents or medications.
  - (g) Unable to practice safely by reason of alcohol or other substance use.
  - (h) Unable to practice safely by reason of psychological impairment or mental disorder.

- (i) Unable to practice safely by reason of physical illness or impairment.
  - (j) Failure to consult or delay in consultation with supervisor.
  - (k) Failure to treat.
  - (L) Inadequate or improper infection control practices.
  - (m) Failure to provide medically reasonable or necessary items or services.
  - (n) Discriminating on the basis of age, marital status, gender, sexual preference, race, religion, diagnosis, socioeconomic status or disability while providing nursing services.
  - (o) Executing an order which the licensee knew or should have known would harm or present the likelihood of harm to a patient.
  - (p) Failing to execute a medical order unless the order is inappropriate and the licensee reports the inappropriate order to a nursing supervisor or other appropriate person.
  - (q) Failing to observe the conditions, signs and symptoms of a patient, record them, or report significant changes to the appropriate person.
- (7) Improper supervision or allowing unlicensed practice, including:
- (a) Delegating a nursing function or a prescribed health function when the delegation could reasonably be expected to result in unsafe or ineffective patient care.
  - (b) Knowingly aiding, assisting, advising or allowing a person to engage in the unlawful practice of nursing.
  - (c) Inappropriate or inadequate supervision or delegation.
- (8) Improper prescribing, dispensing, administering medication or drug related offenses, including:
- (a) Prescribing of any drug other than in the course of legitimate practice or as otherwise prohibited by law.
  - (b) Dispensing of any drug other than in the course of legitimate practice or as otherwise prohibited by law.
  - (c) Administering any drug other than in the course of legitimate practice or as otherwise prohibited by law.
  - (d) Error in prescribing, dispensing or administering medication.
  - (e) Obtaining, possessing or attempting to obtain or possess a drug without lawful authority.

SECTION 4. N 7.04 is repealed.

SECTION 5. EFFECTIVE DATE The rules adopted in this order shall take effect on the first day of the month following publication in the Wisconsin administrative register, pursuant to s. 227.22 (2) (intro.), Stats.

-----  
 (END OF TEXT OF RULE)  
 -----

Dated \_\_\_\_\_

Agency \_\_\_\_\_

Member of the Board  
Board of Nursing

## ADMINISTRATIVE RULES Fiscal Estimate & Economic Impact Analysis

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1. Type of Estimate and Analysis

Original    Updated    Corrected

---

2. Administrative Rule Chapter, Title and Number

N 7

---

3. Subject

Misconduct or unprofessional conduct

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4. Fund Sources Affected

GPR    FED    PRO    PRS    SEG    SEG-S

5. Chapter 20, Stats. Appropriations Affected

20.165(1)(g)

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6. Fiscal Effect of Implementing the Rule

No Fiscal Effect    Increase Existing Revenues    Increase Costs  
 Indeterminate    Decrease Existing Revenues    Could Absorb Within Agency's Budget  
 Decrease Cost

---

7. The Rule Will Impact the Following (Check All That Apply)

State's Economy    Specific Businesses/Sectors  
 Local Government Units    Public Utility Rate Payers  
 Small Businesses (if checked, complete Attachment A)

---

8. Would Implementation and Compliance Costs Be Greater Than \$20 million?

Yes    No

---

9. Policy Problem Addressed by the Rule

The policy problem addressed by the rule is to update and modernize the misconduct or unprofessional conduct rule which has not been updated since 1995.

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10. Summary of the businesses, business sectors, associations representing business, local governmental units, and individuals that may be affected by the proposed rule that were contacted for comments.

This rule was posted for 14 days for economic comments and none were received.

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11. Identify the local governmental units that participated in the development of this EIA.

None

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12. Summary of Rule's Economic and Fiscal Impact on Specific Businesses, Business Sectors, Public Utility Rate Payers, Local Governmental Units and the State's Economy as a Whole (Include Implementation and Compliance Costs Expected to be Incurred)

This rule will not have an economic or fiscal impact on specific businesses, business sectors, public utility rate payers, local governmental units or the state's economy as a whole. The rule addresses conduct of the licensee.

---

13. Benefits of Implementing the Rule and Alternative(s) to Implementing the Rule

The benefit of implementing the rule is including current minimum standards of the profession necessary for the protection of the public. In addition, as a member state of the Nurse Licensure Compact, the benefit is to have consistency among the compact states as to what practices are construed as misconduct or unprofessional conduct.

The alternate to updating and modernizing the misconduct or unprofessional conduct rule is to continue with a current rule that creates uncertainty to the licensee as to what is misconduct or unprofessional conduct when a situation arises involving technology, practices or laws that were not in place in 1995.

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14. Long Range Implications of Implementing the Rule

The long range implication is notice provided to the licensees and public as to what constitutes unprofessional conduct.

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15. Compare With Approaches Being Used by Federal Government

None

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16. Compare With Approaches Being Used by Neighboring States (Illinois, Iowa, Michigan and Minnesota)

The grounds for disciplinary actions in our neighboring states include: behavior which crosses professional boundaries; sexual conduct; fraud; departure from or failure to conform to the standards of nursing; practicing outside the scope; obtaining, possessing

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**ADMINISTRATIVE RULES**  
**Fiscal Estimate & Economic Impact Analysis**

or attempting to obtain a controlled substance outside the practice of nursing; unethical business practices; criminal convictions; violating confidentiality; obtaining money, property or services from a patient through the use of undue influence; failing to or inability to perform nursing with reasonable skill and safety; engaging in unethical practices; improper management of patient records; and improper supervision.

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17. Contact Name

Sharon Henes

18. Contact Phone Number

(608) 261-2377

---

This document can be made available in alternate formats to individuals with disabilities upon request.



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## WISCONSIN LEGISLATIVE COUNCIL RULES CLEARINGHOUSE

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Scott Grosz and Jessica Karls-Ruplinger  
*Clearinghouse Co-Directors*

Terry C. Anderson  
*Legislative Council Director*

Laura D. Rose  
*Legislative Council Deputy Director*

### CLEARINGHOUSE RULE 13-097

#### Comments

**[NOTE:** All citations to “Manual” in the comments below are to the Administrative Rules Procedures Manual, prepared by the Legislative Reference Bureau and the Legislative Council Staff, dated November 2011.]

#### 2. Form, Style and Placement in Administrative Code

a. In the analysis, the department should include the word "None" under the section relating to analysis and supporting documents used to determine the effect on small business or in preparation of economic analysis.

b. In the enumeration of sections affected, the department should refer to “N” as the chapter of the administrative code affected by the proposed rule. [See the example following s. 1.02 (1), Manual.]

#### 5. Clarity, Grammar, Punctuation and Use of Plain Language

a. In the plain language analysis, the sentence describing SECTION 1 requires editing for clarity. For example, the sentence could end after the word “certificate” (i.e., deleting the words beginning with “due to the...”).

b. In s. N 7.03 (1) (b), the department should consider replacing the phrase “otherwise disciplined” with different language. It does not make grammatical sense to describe either a license or a compact privilege as being disciplined.

c. In s. N 7.03 (1) (c), for internal consistency within the provision, the department should replace the words “not acted” with “failed to cooperate”.

d. In s. N 7.03 (1) (h), the department should consider rewriting the first sentence for clarity. For example: “Failing to notify the board of a felony or misdemeanor in writing within

48 hours after the entry of the judgment of conviction, including the date, place, and nature of the conviction or finding.”

e. In s. N 7.03 (1) (i), in the second sentence, should the word “require” be replaced with the word “authorize”?

f. In s. N 7.03 (2), for clarity, the department should consider combining the first two sentences into one sentence. Thus: “...practice of nursing, or being convicted...”.

g. In s. N 7.03 (3), the term “dignity” requires definition.

h. In s. N 7.03 (3) (c), are the terms “privacy”, “confidentiality”, and “dignify” all required elements? Or, should the word “and” be replaced with the word “or”?

i. In s. N 7.03 (4) (c), the word “or” is used too many times. The provisions should be changed to read: “...pain, injury, mental anguish or fear”.

j. In s. N 7.03 (4) (e) 2., the department should change the semi-colon to a period.

k. In s. N 7.03 (4) (e) 4. to 6., the terms “dual relationship” and “self-disclosure” require definition.

l. In s. N 7.03 (4) (e) 8., more clarity is required. Under what circumstances is such an agreement between a nurse and patient necessary?

m. In s. N 7.03 (4) (e) 9., the department should insert the word “in” before “the case” and add commas as follows: “...or, in the case emergency treatment, as...”.

n. In s. N 7.03 (4) (e) 10., more clarity is required. Is it a violation to accept any cash whatsoever, even cash of minimal value?

o. In s. N 7.03 (4) (f) 1., change “sexual explicit conduct” to “sexually explicit conduct”.

p. In s. N 7.03 (4) (f) 2., delete the word “in”.

q. In s. N 7.03 (4) (f) 3., what is the intended result if the patient gives consent (for example, asks the nurse to take a picture of the patient and a visitor)?

r. In s. N 7.03 (4) (f), for clarity, the department should consider removing the vague term “seductive conduct” or defining it.

s. In s. N 7.03 (5) (a), are all the terms mandatory elements, or should the “and” be changed to “or”?

t. In s. N 7.03 (6) (c), more clarity is required, and the department should consider adding a reasonableness standard. For example: “...acceptable nursing practice, if the departure or failure may create unreasonable risk or danger...”.

u. In s. N 7.03 (6) (d), the department should consider inserting the word “adequately” before “supervise”.

v. In s. N 7.03 (6) (j), more clarity is required. Under what circumstances must a nurse consult with a supervisor? Also, should the provision refer to any delay, or should it refer to an unreasonable delay?

w. In s. N 7.03 (6) (m), should the department remove the words "reasonable or" to avoid creating a violation where a reasonable treatment is not given because an alternative treatment was employed?

x. In s. N 7.03 (6) (n), the word "discriminating" requires definition. In some cases, it may be appropriate to treat individuals differently based on some of these criteria, for example, because of risk factors associated with age or gender.

y. In s. N 7.03 (8) (d), more clarity is required. Is a harmless error a violation?

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**BOARD OF NURSING  
MEETING MINUTES  
DECEMBER 19, 2013**

**PRESENT:** Julia Nelson, Julie Ellis, Jeffrey Miller, Lillian Nolan, Maria Joseph, Paul Abegglen

**EXCUSED:** Gretchen Lowe

**STAFF:** Dan Williams, Executive Director; Matt Guidry, Bureau Assistant; Pamela Stach, Legal Counsel; and other DSPS Staff

**CALL TO ORDER**

The chair called the meeting to order at 8:08 a.m. A quorum of six (6) members was confirmed.

**ADOPTION OF AGENDA**

- Item **Change** “L.1a”(Closed Session) of the agenda item titled “L.1a 12 NUR 289” to “L.1e 13 NUR 289”
- Item **Add** “I.3”(Open Session) of the agenda item titled “Cardinal Stritch University”
- Item **Remove** “L.1c” (Closed Session) of the agenda item titled “L.1a 13 NUR 107”

**MOTION:** Jeffrey Miller moved, seconded by Lillian Nolan, to adopt the agenda as amended. Motion carried unanimously.

**PUBLIC HEARING – ADMINISTRATIVE RULE N 7 RELATING TO UNPROFESSIONAL CONDUCT**

**MOTION:** Julie Ellis moved, seconded by Maria Joseph, to refer to the Legislative and Rules Committee the comments from the Public hearing and the recommendations from the Clearinghouse for further review and consideration and the Committee recommendations be presented at the January 9, 2014 Board meeting. Motion carried unanimously.

**PUBLIC HEARING – ADMINISTRATIVE RULE N 9 RELATING TO NURSE LICENSE COMPACT**

**MOTION:** Jeffrey Miller moved, seconded by Maria Joseph, to adopt Section 2 A, B, C, D, E, F, G, H, J, N, O, R; Section 4 A, B, C; and Section 5 A, B, C, E of the Clearinghouse recommendations and reject all other recommendations suggested by the Clearinghouse Rule N 9 relating to Nurse License Compact. Motion carried unanimously.

**MOTION** Lillian Nolan moved, seconded by Paul Abegglen to authorize Jeffrey Miller to approve the Legislative Report and Draft for Clearinghouse Rule 13-098 creating N 9 for submission to the Governor’s Office and Legislature. Motion carried unanimously.

## REPORT OF LEGISLATION AND RULES COMMITTEE

**MOTION:** Jeffrey Miller moves to adopt the Legislation and Rules Committee's recommendations. The Board adopts by unanimous consent.

**MOTION** Lillian Nolan moved, seconded by Paul Abegglen to authorize Jeffrey Miller to approve the revisions of N 2 and N 3 relating to licensure for posting of economic impact comments and submission to the Clearinghouse. The public hearing will take place on February 13, 2014. Motion carried unanimously.

**MOTION** Paul Abegglen moved, seconded by Lillian Nolan, to authorize Jeffrey Miller to approve the revisions of rule N 1 relating to school approval for posting of economic impact comments and submission to the Clearinghouse. The public hearing will take place on February 13, 2014. Motion carried unanimously.

## APPROVAL OF MINUTES OF NOVEMBER 14, 2013

➤ Item **Remove** "Ellis" from the motion relating to case# 12 NUR 587.

**MOTION:** Lillian moved, seconded by Jeffrey, to approve the minutes of November 14, 2013 as published amended. Motion carried unanimously.

## ADMINISTRATIVE MATTERS

**MOTION:** Jeffrey Miller moved, seconded by Lillian Nolan, to request to change the January screen panel date of January 6, 2014 to a date to be determined after January 9, 2014, and appoint Jeffrey Miller, Lillian Nolan and Julia Nelson for the screening panel for the month of January. Motion carried unanimously.

## SCHOOL PROGRAM MATTERS

**MOTION:** Paul Abegglen moved, seconded by Jeffrey Miller, the Board acknowledges the appearance of representatives from Cardinal Stritch University, Kelly Dries and Lori Stutte. Motion carried unanimously.

**MOTION:** Julie Ellis moved, seconded by Jeffrey Miller, that DSPS is responsible for writing the report following a site visit with input from the delegated site visitors. DSPS has authority over the final report. Motion carried unanimously.

**MOTION:** Julie Ellis moved, seconded by Paul Abegglen, that the Board of Nursing and DSPS will share responsibility for the process of site visits. At a minimum, the composition of the team will include a nurse educator with background in nursing higher education who may or may not be a member of the Board, and a DSPS Staff Member. Motion carried unanimously.

## **CLOSED SESSION**

**MOTION:** Lillian Nolan moved, seconded by Maria Joseph, to convene to closed session to deliberate on cases following hearing (s. 19.85(1)(a), Stats.); to consider licensure or certification of individuals (s. 19.85 (1)(b), Stats.); to consider closing disciplinary investigation with administrative warning (ss.19.85(1)(b), Stats. and 440.205, Stats.); to consider individual histories or disciplinary data (s. 19.85 (1)(f), Stats.); and, to confer with legal counsel (s.19.85(1)(g), Stats.). Julia Nelson read the language of the motion. The vote of each member was ascertained by voice vote. Roll Call Vote; Julia Nelson-yes; Julie Ellis-yes; Lillian Nolan-yes; Jeffrey Miller-yes; Paul Abegglen-yes; and Maria Joseph – yes. Motion carried unanimously.

The Board convened into Closed Session at 12:22 a.m.

## **RECONVENE TO OPEN SESSION**

**MOTION:** Jeffrey Miller moved, seconded by Paul Abegglen, to reconvene into open session. Motion carried unanimously.

The Board reconvened into Open Session at 2:09 p.m.

## **VOTING ON ITEMS CONSIDERED OR DELIBERATED ON IN CLOSED SESSION**

**MOTION:** Paul Abegglen moved, seconded by Jeffrey Miller, to affirm all motions made in closed session. Motion carried unanimously.

## **DLSC MATTERS**

**MOTION:** Jeffrey Miller moved, seconded by Lillian Nolan, to adopt the Findings of Fact, Conclusions of Law, Stipulation and Order in the matter of disciplinary proceedings against Patricia A. Stright, R.N. (12 NUR 352). Motion carried unanimously.

**MOTION:** Jeffrey Miller moved, seconded by Lillian Nolan, to adopt the Findings of Fact, Conclusions of Law, Stipulation and Order in the matter of disciplinary proceedings against Briana L. Steiner, R.N. (13 NUR 009). Motion carried unanimously.

**MOTION:** Jeffrey Miller moved, seconded by Lillian Nolan, to adopt the Findings of Fact, Conclusions of Law, Stipulation and Order in the matter of disciplinary proceedings against Erik M. Costea (13 NUR 194). Motion carried unanimously.

**MOTION:** Jeffrey Miller moved, seconded by Lillian Nolan, to adopt the Findings of Fact, Conclusions of Law, Stipulation and Order in the matter of disciplinary proceedings against David N. Innis, L.P.N. (13 NUR 289). Motion carried unanimously.

- MOTION:** Jeffrey Miller moved, seconded by Lillian Nolan, to adopt the Findings of Fact, Conclusions of Law, Stipulation and Order in the matter of disciplinary proceedings against Jacqueline L. Kerchefski, R.N. (13 NUR 316). Motion carried unanimously.
- MOTION:** Jeffrey Miller moved, seconded by Lillian Nolan, to adopt the Findings of Fact, Conclusions of Law, Stipulation and Order in the matter of disciplinary proceedings against Kristen K. Hewitt, R.N. (13 NUR 331). Motion carried unanimously.
- MOTION:** Jeffrey Miller moved, seconded by Lillian Nolan, to adopt the Findings of Fact, Conclusions of Law, Stipulation and Order in the matter of disciplinary proceedings against Leda C. Jahnke, R.N. (13 NUR 332). Motion carried unanimously.
- MOTION:** Jeffrey Miller moved, seconded by Lillian Nolan, to adopt the Findings of Fact, Conclusions of Law, Stipulation and Order in the matter of disciplinary proceedings against Beth A Herbst, R.N. (13 NUR 342). Motion carried unanimously.
- MOTION:** Jeffrey Miller moved, seconded by Lillian Nolan, to adopt the Findings of Fact, Conclusions of Law, Stipulation and Order in the matter of disciplinary proceedings against Terri J. Pixely, L.P.N. (13 NUR 347). Motion carried unanimously.
- MOTION:** Jeffrey Miller moved, seconded by Lillian Nolan, to adopt the Findings of Fact, Conclusions of Law, Stipulation and Order in the matter of disciplinary proceedings against Kathryn E. Seppi, R.N. (13 NUR 460). Motion carried unanimously.
- MOTION:** Jeffrey Miller moved, seconded by Lillian Nolan, to adopt the Findings of Fact, Conclusions of Law, Stipulation and Order in the matter of disciplinary proceedings against Vicki L. Dorn, R.N. (13 NUR 464). Motion carried unanimously.
- MOTION:** Jeffrey Miller moved, seconded by Lillian Nolan, to adopt the Findings of Fact, Conclusions of Law, Stipulation and Order in the matter of disciplinary proceedings against Debra K. Isaak, R.N. (13 NUR 468). Motion carried unanimously.
- MOTION:** Jeffrey Miller moved, seconded by Lillian Nolan, to adopt the Findings of Fact, Conclusions of Law, Stipulation and Order in the matter of disciplinary proceedings against Julia A. Harley, L.P.N. (13 NUR 473). Motion carried unanimously.
- MOTION:** Jeffrey Miller moved, seconded by Lillian Nolan, to adopt the Findings of Fact, Conclusions of Law, Stipulation and Order in the matter of disciplinary proceedings against Karen L. Jaslowski, R.N. (13 NUR 493). Motion carried unanimously.

**MOTION:** Jeffrey Miller moved, seconded by Lillian Nolan, to adopt the Findings of Fact, Conclusions of Law, Stipulation and Order in the matter of disciplinary proceedings against Christy M. Pullara, R.N. (13 NUR 555). Motion carried unanimously.

### **MONITORING MATTERS**

**MOTION:** Jeffrey Miller moved, seconded by Lillian Nolan, to acknowledge the appearance of Kristen Bleichwehl, and to approve the request of Kristen Bleichwehl, R.N. for a continued Stay of suspension with the condition that she re-enter treatment as set forth in the original order C.1 through C.6. All other terms and conditions of the original order remain in effect and the previously order of March 7, 2011 is rescinded. Motion carried unanimously.

**MOTION:** Jeffrey Miller moved, seconded by Paul Abegglen, to grant the request of Denise Denton, R.N. for Termination of Therapy and to deny the Reduction in Drug and Alcohol Screens. **Reason for Denial:** Not in compliance with the terms of the order. Motion carried unanimously.

**MOTION:** Jeffrey Miller moved, seconded by Lillian Nolan, to grant the request of Galye Glynn for renewal of the Limited License for one year for the sole purpose of taking the Nurse Refresher Course under N5.08(2)(b). This limited license will not be renewed. Motion carried unanimously.

**MOTION:** Julie Ellis moved, seconded by Jeffrey Miller, to grant the request of Ann Stanton, R.N. for Termination of Therapy Requirement. Motion carried unanimously.

**MOTION:** Jeffrey Miller moved, seconded by Paul Abegglen, to grant the request of Brooke Steinacker, R.N. for Return to Full Licensure. Motion carried unanimously.

**MOTION:** Lillian Nolan moved, seconded by Jeffrey Miller, to grant the request of Jennifer Waloway, A.P.N.P. for Return of Full Licensure. Motion carried unanimously.

### **BOARD MEETING PROCESS**

**MOTION:** Julie Ellis moved, seconded by Paul Abegglen, to table the remainder of the Closed Session agenda items until the January 9, 2014 meeting. Motion carried unanimously.

*Maria Joseph left the meeting at 2:13 p.m.*

**MOTION:** Jeffrey Miller moved, seconded by Paul Abegglen, to appoint Julie Ellis as a delegate to the National Council of State Examining Boards (NCSBN) specifically the Education Knowledge Network Group. Motion carried unanimously.

## ADJOURNMENT

**MOTION:** Lillian Nolan moved, seconded by Jeffrey Miller, to adjourn the meeting.  
Motion carried unanimously.

The meeting adjourned at 2:22 p.m.

DRAFT

Please note the following information is from the January 10, 2013 Board of Nursing Meeting Minutes, and may have since been revised

<b>2013 OFFICER ELECTION RESULTS</b>	
Board Chair	Julia Nelson
Vice Chair	Gretchen Lowe
Secretary	Lillian Nolan

<b>2013 LIAISON APPOINTMENTS</b>	
Legislative Liaison	Jeffrey Miller
Professional Assistance Procedure (PAP) Liaison	Julia Nelson, Jeffrey Miller
Credentialing Liaison	Rachelle Lancaster, Julia Nelson
Interstate Compact Representative	Dan Williams
Education Review Liaison	Julie Ellis
Practice Question Liaison	Julie Ellis
	Lillian Nolan

<b>2013 SCREEN PANEL</b>	
January-June 2013	Julie Ellis, Maria Joseph, Kay Coppens, Gretchen Lowe
July-December 2013	Carol Ott, Julia Nelson, Jeffrey Miller, Lillian Nolan

<b>2013 COMMITTEE MEMBERS</b>	
Rules and Legislation Committee	Gretchen Lowe, Carol Ott, Rachelle Lancaster
Practice Committee	Julie Ellis, Julia Nelson, Maria Joseph, Lillian Nolan, Jeffrey Miller
Education and Licensing Committee	Carol Ott, Kay Coppens, Rachelle Lancaster, Gretchen Lowe

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**State of Wisconsin  
Department of Safety and Professional Services**

**AGENDA REQUEST FORM**

<b>1) Name and Title of Person Submitting the Request:</b> Jill M. Remy, Program Manager		<b>2) Date When Request Submitted:</b> 12/23/2013	
		Items will be considered late if submitted after 5 p.m. and less than: <ul style="list-style-type: none"> <li>▪ 8 business days before the meeting for paperless boards</li> <li>▪ 14 business days before meeting for all others</li> </ul>	
<b>3) Name of Board, Committee, Council, Section:</b> Board of Nursing			
<b>4) Meeting Date:</b> 1/9/2014	<b>5) Attachments:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>6) How should the item be titled on the agenda page?</b> Request for Authorization to Admit Students to Bachelor of Science in Nursing Program at Cardinal Stritch University	
<b>7) Place Item in:</b> <input checked="" type="checkbox"/> Open Session <input type="checkbox"/> Closed Session <input type="checkbox"/> Both	<b>8) Is an appearance before the Board being scheduled?</b> <input type="checkbox"/> Yes (Fill out Board Appearance Request) <input checked="" type="checkbox"/> No	<b>9) Name of Case Advisor(s), if required:</b>	
<b>10) Describe the issue and action that should be addressed:</b> Review, discuss and make motion relating to a request for authorization to admit students to a BSN program at Cardinal Stritch University; make recommendations as necessary.			
<b>11) Authorization</b>			
Jill M. Remy		12/23/2013	
<b>Signature of person making this request</b>		<b>Date</b>	
Supervisor (if required)		Date	
Executive Director signature (indicates approval to add post agenda deadline item to agenda)		Date	
<b>Directions for including supporting documents:</b> <ol style="list-style-type: none"> <li>1. This form should be attached to any documents submitted to the agenda.</li> <li>2. Post Agenda Deadline items must be authorized by a Supervisor and the Policy Development Executive Director.</li> <li>3. If necessary, provide original documents needing Board Chairperson signature to the Bureau Assistant prior to the start of a meeting.</li> </ol>			



# CARDINAL STRITCH UNIVERSITY

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## Ruth S. Coleman College of Nursing

October 31, 2013

Wisconsin Department of Safety and Professional Services  
Board of Nursing  
P.O. Box 8935  
1400 E. Washington Avenue  
Madison, WI 53708-8935

Dear Wisconsin Board of Nursing Members,

On August 26, 2013 I received a letter from the Board of Nursing authorizing approval to plan a pre-licensure Bachelor of Science in Nursing program at Cardinal Stritch University.

On behalf of Cardinal Stritch University- Ruth S. Coleman College of Nursing, I am requesting authorization to admit students to the pre-licensure Bachelor of Science in Nursing program.

The Application for Authorization to Admit Students to the pre-licensure Bachelor of Science in Nursing Program as required by the Wisconsin Department of Safety and Professional Services- Board of Nursing is attached for your convenience.

The Cardinal Stritch University nursing faculty and I plan to attend the Board of Nursing meeting when our Application for Authorization to Admit Students is discussed.

If additional information is required for the Application, please contact me.

Respectfully submitted,

A handwritten signature in cursive script that reads "Kelly J. Dries".

Ms. Kelly J. Dries, MSN, RN  
Dean, Ruth S. Coleman College of Nursing  
Cardinal Stritch University  
Phone: 414.410.4397  
Email: kjdries@stritch.edu

# Wisconsin Department of Safety and Professional Services

Mail To: P.O. Box 8935  
Madison, WI 53708-8935

FAX #: (608) 266-2602  
Phone #: (608) 266-2112

1400 E. Washington Avenue  
Madison, WI 53703

E-Mail: [web@dsps.wi.gov](mailto:web@dsps.wi.gov)  
Website: <http://dsps.wi.gov>

## BOARD OF NURSING

### APPLICATION FOR AUTHORIZATION TO ADMIT STUDENTS

The Board shall grant authorization to admit the first class of nursing students upon receipt of proof of satisfaction with the following four criteria (Ch. N 1.03, Wis. Admin. Code):

- (1) Appointment of an educational administrator who:
  - Holds a current license to practice as an RN in Wisconsin
  - Has a minimum of 2 years full-time or equivalent direct care experience as a practicing nurse
  - Has 3 years of experience in nursing education in the last 10 years
  - Holds a master's degree with a major in nursing for a professional nursing program
  - Holds a master's degree with a major in nursing or a related field for a practical nursing program
- (2) A statement of philosophy, purpose, objectives, conceptual framework, and description of courses developed by faculty
- (3) Evidence that each faculty member meets the following standards:
  - Holds a current license to practice as a registered nurse in Wisconsin
  - Has at least 2 years of full-time or equivalent direct care experience as a practicing nurse
  - Be employed in nursing within the last five years
  - Holds a master's degree with a major in nursing for courses in professional nursing
  - Holds a baccalaureate degree with a major in nursing for courses in practical nursing
- (4) Evidence that clinical facilities have been selected according to the following standards:
  - Identification that the clinical experience to be gained from the clinical facility is consistent with the nursing program objectives
  - A formal written agreement between the clinical facility and the nursing program demonstrating willingness to cooperate in promoting the nursing program clinical objectives.
  - Identification by the school that the practice of the registered nurse and the licensed practical nurse at the clinical facility is within the legal scope of practice as defined in 441.11(3) and (4), Wis. Stats.

An electronic version of these rule requirements can be accessed at: [https://docs.legis.wisconsin.gov/code/admin\\_code/n/1](https://docs.legis.wisconsin.gov/code/admin_code/n/1).

#### **Institution completing the application:**

Name of Program: Cardinal Stritch University  
Address: 6801 N. Yates Road  
Milwaukee, WI 53217-3985  
Program (ADN, BSN, Other): BSN

## Wisconsin Department of Safety and Professional Services

To apply for authorization to admit students please attach the following items to this application and submit all materials to [dspsexaminationsoffice@wisconsin.gov](mailto:dspsexaminationsoffice@wisconsin.gov):

- (1) Form #1114 for each faculty member and the program educational administrator
- (2) A written statement of philosophy, purpose, objectives, conceptual framework, and description of courses developed by faculty
- (3) Form #1004 for each clinical facility

**Kelly J. Dries MSN, RN**

\_\_\_\_\_  
Educational Administrator



\_\_\_\_\_  
Signature

**1.414.410.4397**

\_\_\_\_\_  
Telephone Number

**Dean**

\_\_\_\_\_  
Title

**11.4.13**

\_\_\_\_\_  
Date

**kjdries@stritch.edu**

\_\_\_\_\_  
Email Address

CARDINAL STRITCH UNIVERSITY  
Ruth S. Coleman College of Nursing

**Proposal for Approval to Admit Students (Step 2)  
to the Stritch Pre-Licensure BSN Program  
submitted to the Wisconsin Board of Nursing**

The following information is submitted for approval by Cardinal Stritch University to admit student to a pre-licensure BSN program as required by Ch. N 1.03, Wis Admin. Code and described in the Request for Authorization to Admit Students (#3027).

- I. Appointment of an educational administrator who:
  - A. Holds a current license
  - B. Has a minimum of 2 years full-time or equivalent direct care experience as a practicing nurse
  - D. Holds a master's degree with a major in nursing for a professional nursing program

Ms. Dries has met all the stated requirements for the educational administrator. Please refer to the following Faculty/Educational Administrator Qualification Record for the documentation of the qualifications.

# Wisconsin Department of Safety and Professional Services

Mail To: P.O. Box 8935  
Madison, WI 53708-8935

FAX #: (608) 266-2602  
Phone #: (608) 266-2112

1400 E. Washington Avenue  
Madison, WI 53703

E-Mail: web@dsps.wi.gov  
Website: http://dsps.wi.gov

## BOARD OF NURSING

### FACULTY / EDUCATIONAL ADMINISTRATOR QUALIFICATION RECORD

New nursing programs seeking authorization to admit students: Completion of this form is required for each faculty member and the program educational administrator and must be submitted to the Board of Nursing along with the request for authorization to admit students.

Nursing programs previously approved by the Board of Nursing: Completion of this form is required for each faculty member and the program educational administrator and the form must kept on file in the school of nursing office, made available to the Board upon request for all faculty members and educational administrators hired by the nursing program (Ch. N 1.06 (4) (g), Wis. Admin. Code).

Applicant's Name (*Last, First, Middle*)

Dries, Kelly J.

Position:

Educational Administrator

Faculty

Date Appointment Effective:

August 2012

Employment Status:

Full-time

Part-time

School of Nursing Employed By:

Cardinal Stritch University

Subjects Hired to Teach:

NA

### **Educational Preparation** (*Please list most recent first.*)

Name of Institution	Location	Date Graduated	Degree Earned or # Credits	Major	Minor
Cardinal Stritch University	Milwaukee WI	anticipated May 2014	55 cr PhD	Leadership in Higher Education	
Cardinal Stritch University	Milwaukee WI	December 2003	MSN	nursing	
UW - Milwaukee	Milwaukee WI	May 1996	BSN	nursing	

-OVER-

# Wisconsin Department of Safety and Professional Services

## Nursing Practice Experience *(Please list most recent first.)*

From Mo/Yr	To Mo/Yr	Part or Full-Time	Employer	Location City/State	Position Title
03/1999	12/2000	FT	Extencicare Health Services (EHSI)	Milwaukee, WI	Area Director of Education
10/1997	03/1999	FT	EHSI, Cedar Springs Health & Rehab	Cedarburg, WI	ADON, Staff Development
12/1996	10/1997	FT	Meadow View Manor	Sheboygan, WI	In-service Educ Coor, Charge Nurse

## Nursing Education Experience *(Please list most recent first.)*

From Mo/Yr	To Mo/Yr	Part or Full-Time	Employer	Location City/State	Position Title
09/2012	Present	FT	Cardinal Stritch University	Milwaukee, WI	Dean, College of Nursing
03/2009	07/2012	FT	Milwaukee Area Technical College	Milwaukee, WI	Associate Dean
01/2001	12/2008	FT	Lakeshore Technical College	Cleveland, WI	Assistive Personnel Dept Chair/Faculty
01/2009	08/2012	PT	Cardinal Stritch University	Milwaukee, WI	Assistant Professor, nursing
01/2001	12/2008	PT	Concordia University	Milwaukee, WI	Instructor, nursing

Wisconsin RN License #: 124577-30

Kelly J. Dries  
 Educational Administrator

  
 Signature

414.410.4397  
 Telephone Number

Dean  
 Title

11/04/2013  
 Date

kjdries@stritch.edu  
 Email Address

II. A statement of philosophy, purpose, objectives, conceptual framework, and description of courses developed by faculty

The CON has recently revised its mission, vision, and philosophy. The mission, vision, and philosophy are aligned with the Cardinal Stritch University mission and vision. The CON mission, vision, and philosophy were developed and approved by the CON faculty. The curriculum, developed by the CON faculty, is based on a conceptual framework, curricular concepts, and BSN program learning outcomes. Course descriptions for each nursing course were developed by CON faculty. All of these listed elements are included in the following section.

**CON Vision:**

The CON's vision is to educate 21<sup>st</sup> century nurse leaders to collaborate with the interdisciplinary team to build bridges for a healthier community.

**CON Mission:**

The mission of the Ruth S. Coleman College of Nursing is to create a challenging and affirming scholarly community, guided by the Franciscan Values, where faculty and students develop knowledge, skills, and attitudes that advance health, professional nursing, and healthcare through leadership, learning, and service.

**CON Philosophy:**

Client

The client is defined as individuals, families, communities and populations in need of nursing care to regain, retain, or improve their health. The client is holistic, has a unique view of health and illness, and responds to internal and external factors. Clients have the right to have their beliefs and practices respected.

Educator

The nurse educator designs a challenging, affirming and scholarly environment that prepares 21<sup>st</sup> century nurse leaders who collaborate with interdisciplinary teams to build bridges for a healthier community. Instruction is guided by Franciscan values, professional standards, nursing knowledge and expertise.

Learner - Student

The student navigates their learning in partnership with faculty to apply their knowledge from all courses to improve the health of clients and advance the profession of nursing.

Health

Health is the expression of the client's physical mental, emotional, social, and spiritual being at any given point in time and is impacted by the environment.

### Nursing

According to the ANA (2010) definition “Nursing is the protection, promotion, and optimization of health and abilities, prevention of illness and injury, alleviation of suffering through the diagnosis and treatment, of human response, and advocacy in the care of individuals, families, communities, and populations”

### Environment

The environment is the surrounding context, milieu, conditions or atmosphere which makes up the learning and/or patient environment (adapted from ANA Standards, 2010).

### **Conceptual Framework:**

The conceptual framework for the pre-licensure BSN curriculum is based on the 21<sup>st</sup> century skills, organized around the four domains proposed by H. S. Kim (2010). The curriculum will address the domains of client, client – nurse, practice, and environment and courses are leveled from particularistic to holistic concepts. Teaching strategies will include the principles of adult learning to assist the student to develop knowledge, skills, and attitudes that advance health, professional nursing, and healthcare through leadership, learning, and service. The Franciscan values of creating a caring community, showing compassion, reverencing all of creation, and making peace shape faculty – student interactions and student outcomes.

The curricular concepts of the pre-licensure BSN curriculum have been identified as the foundation of nursing knowledge by the CON faculty. The BSN program learning outcomes have been developed based on the curricular concepts. The nursing courses, course activities and clinical experiences will promote the learning of the concepts, significance of the concepts to client care, and to nursing practice. The curricular concepts are as follows:

### **BSN Program Curricular Concepts:**

- F:** Franciscan values and service
- R:** Research and evidenced based practice
- A:** American Nurses Association standards
- N:** Nursing care
- C:** Collaboration and communication
- I:** Influencing others
- S:** Safety
- C:** Culture
- A:** Advocacy
- N:** Navigation

### **BSN Program Learning Outcomes:**

1. Incorporates the **Franciscan** values and service into interactions in the academic and clinical settings and in professional relationships.

2. Bases the planning and provision of care on **research** and evidence-based practice principles.
3. Abides by legal, ethical and professional nursing practice standards as defined by the **American Nurses Association**.
4. Provides developmentally appropriate **nursing** care across the life-span.
5. **Collaborates** and utilizes **communication** theory to meet the health needs of clients.
6. Demonstrates leadership by **influencing** others to perform to the best of their ability and to improve the delivery of care.
7. Protect the physical, emotional, and spiritual **safety** of the client.
8. Treat clients and others with sensitivity to diversity in **culture**, age, gender, ability, sexual orientation, socioeconomic status, and healthcare beliefs and practices without judgment and without discrimination.
9. **Advocates** for clients and families and demonstrates **accountability** for nursing care.
10. Assist the client and family to **navigate** the healthcare experience to maximize health outcomes.

### **Course Descriptions:**

The following course descriptions for the nursing courses in the BSN curriculum have been developed by the CON faculty. The nursing course descriptions are follows:

#### **Introduction to Professional Nursing Practice**

CREDITS: 3 (37.5 hours)

#### COURSE DESCRIPTION:

This course will introduce the student to the foundation of nursing care. The provision of all nursing care is based on the needs of the client. The course will discuss the provision of care based on the cultural and spiritual needs of a client, professional standards, and legal influences on practice.

#### **Health Assessment**

CREDITS: 4 credits (3 credits theory (37.5 hours), 1 credit lab (25 hours per semester))

#### COURSE DESCRIPTION:

This course provides the student with the knowledge and skills required to assess the health of diverse clients across the life span. A systems approach is utilized with a focus on expected findings and abnormal variations.

## **Pathophysiology I**

CREDITS: 3 (37.5 hours)

### COURSE DESCRIPTION:

This course focuses on the basic pathophysiology of disease and illness and associated clinical manifestations in diverse clients across the lifespan. The disease process will be discussed regarding the impact on the client, client –nurse relationship, nursing practice, and impact of the environment on disease and illness development.

## **Adult and Gerian Health I**

CREDITS: 4 credits (3 credits theory (37.5 hours), 1 credit clinical (42 hours))

### COURSE DESCRIPTION:

This course focuses on common chronic health needs and health deviations experienced by adults and gerians. The framework for providing and understanding nursing care will be introduced. The focus of the course is the impact of health and illness on diverse adult and gerian clients, the client – nurse relationship, the influence of the healthcare environment, and nursing practice. The clinical component of this course will focus on the student providing nursing care and understanding the health care environment. The clinical will take place in sub-acute settings.

## **Nutrition for Health**

CREDITS: 3 (37.5 hours)

### COURSE DESCRIPTION:

This course provides the student with the theoretical knowledge and clinical reasoning skills to apply nutrition therapy to diverse clients across the lifespan to promote health.

## **Pharmacology**

CREDITS: 3 (37.5 hours)

### COURSE DESCRIPTION:

This course focuses on concepts of pharmacology as a modality for meeting health needs of diverse clients across the lifespan. The impact of prescription, non –prescription, and recreational drugs on the client and the environment will be discussed. The responsibility and accountability of the nurse in the safe administration of medications will be emphasized.

### **Maternal Newborn and Reproductive Health**

**CREDITS:** 5 (3 credits theory (37.5 hours), 2 credits clinical (84 hours))

#### **COURSE DESCRIPTION:**

This course focuses on the health and health deviations of diverse families from preconception through the postpartum period. Nursing theory related to men's and women's reproductive health will also be examined. The clinical component of this course will focus on the care of the woman, newborn, and family and will take place in acute care settings.

### **Mental Health Nursing**

**CREDITS:** 5 (3 credits theory (37.5 hours), 2 credits clinical (84 hours))

#### **COURSE DESCRIPTION:**

This course focuses on promoting and maintaining the mental health of diverse clients across the lifespan and on meeting the needs of those experiencing mental illness. Factors that influence the development of mental illness and strategies to decrease the impact on the client and family, as well as associated stigma, will be emphasized throughout the course. The clinical will take place in acute care and community settings.

### **Evidenced Based Nursing Practice**

**CREDITS:** 3 (37.5 hours)

#### **COURSE DESCRIPTION:**

This course focuses on exploring the relationship between nursing theories and nursing research. Emphasis is placed on beginning competency in evaluating scientific knowledge as a basis for providing evidence-based care for the client. Applied research critique skills will be utilized to analyze and interpret research literature.

### **Adult and Gerian Health II**

**CREDITS:** 8 credits (4 credits theory (50 hours), 4 credits clinical (168 hours))

#### **COURSE DESCRIPTION:**

This course focuses on acute health needs and health deviations experienced by diverse adults and gerians. The clinical component of the course will take place in acute care settings and focus on the management of nursing care for multiple clients.

## **Critical Care/Advanced Pathophysiology**

CREDITS: 3 (37.5 hours)

### COURSE DESCRIPTION:

This course provides a foundation for care of acutely and critically ill diverse clients experiencing complex disease process and are vulnerable to actual or potential stressors. The pathophysiology of disease and illness, associated clinical manifestations, and nursing care will be discussed. The impact of complex disease and illness on the client, client-nurse relationship, nursing practice, and the client's environment will be analyzed.

## **Population Focused Health**

CREDITS: 5 credits (4 credits theory (50 hours), 1 credit clinical (42 hours))

### COURSE DESCRIPTION:

The course focuses on the relationship between public health theory, health promotion, and disease prevention for diverse populations in the community. Environmental health, epidemiology, healthcare systems and regulations, policy development, economics, and emergence preparedness are examined as it relates to entire populations and communities will be examined. The clinical component of the course will take place in community settings providing nursing care for clients across the lifespan as well as assessment of the community's health needs.

## **Pediatric Health**

CREDITS: 3 (37.5 hours)

### COURSE DESCRIPTION:

This course focuses on infant, children, and adolescent health and illness within the context of their families and environment. There will be an emphasis on health promotion and injury prevention.

## **Licensure Preparation**

CREDITS: 1 (12.5 hours)

### COURSE DESCRIPTION:

This course focuses on the preparation for licensure. The licensure process will be completed and a review for the NCLEX-RN exam will be provided.

## **Leadership and Management of Care**

**CREDITS:** 8 credits (4 credits theory (50 hours), 4 credits clinical (168 hours))

### **COURSE DESCRIPTION:**

This course focuses on the roles of the nurse as a leader and manager within a health care organization and as a member of the discipline. Leadership and management theory will be analyzed with respect to the professional nursing role in contemporary society. The clinical component of the course will focus on leadership in the context of client care and as a member of the healthcare team.

- III. Evidence that each faculty member meets the following standards:
- A. Holds a current license to practice as a registered nurse in Wisconsin
  - B. Has at least 2 years of full-time or equivalent direct care experience as a practicing nurse
  - C. Be employed in nursing within the last five years
  - D. Holds a master's degree with a major in nursing for courses in professional nursing

The CON faculty at have met the requirements as stated above. Please refer to the following Faculty/Educational Administrator Qualification Record for each faculty member.

- IV. Evidence that clinical facilities have been selected according to the following standards:
- A. Identification that the clinical experience to be gained from the clinical facility is consistent with the nursing program objectives
  - B. A formal written agreement between the clinical facility and the nursing program demonstrating willingness to cooperate in promoting the nursing program clinical objectives.
  - C. Identification by the school that the practice of the registered nurse and the licensed practical nurse at the clinical facility is within the legal scope of practice as defined in 441.11(3) and (4), Wis. Stats.

The selection of clinical facilities and agencies for both acute and community settings have met the requirements as identified on the Clinical Facility Selection Form (#1004). Please refer to the following signed clinical and community facilities affiliation agreements and a completed Clinical Facility Selection Form for each clinical facility and community setting.

# Wisconsin Department of Safety and Professional Services

Mail To: P.O. Box 8935  
Madison, WI 53708-8935

FAX #: (608) 266-2602  
Phone #: (608) 266-2112

1400 E. Washington Avenue  
Madison, WI 53703

E-Mail: [web@dps.wi.gov](mailto:web@dps.wi.gov)  
Website: <http://dps.wi.gov>

## BOARD OF NURSING

### FACULTY / EDUCATIONAL ADMINISTRATOR QUALIFICATION RECORD

New nursing programs seeking authorization to admit students: Completion of this form is required for each faculty member and the program educational administrator and must be submitted to the Board of Nursing along with the request for authorization to admit students.

Nursing programs previously approved by the Board of Nursing: Completion of this form is required for each faculty member and the program educational administrator and the form must kept on file in the school of nursing office, made available to the Board upon request for all faculty members and educational administrators hired by the nursing program (Ch. N 1.06 (4) (g), Wis. Admin. Code).

Applicant's Name (*Last, First, Middle*)

Collins, Elizabeth A.

Position:

Educational Administrator

Faculty

Date Appointment Effective:

August 2013

Employment  
Status:

Full-time

Part-time

School of Nursing Employed By:

Cardinal Stritch University

Subjects Hired to Teach:

Health Promotion and Maintenance clinical

Community Health clinical

simulation development

### Educational Preparation (*Please list most recent first.*)

Name of Institution	Location	Date Graduated	Degree Earned or # Credits	Major	Minor
Cardinal Stritch University	Milwaukee, WI	May 2013	MSN	nursing	
Florida State university	Tallahassee, FL	May 1982	BSN	nursing	psychology

-OVER-

## Wisconsin Department of Safety and Professional Services

### Nursing Practice Experience *(Please list most recent first.)*

From Mo/Yr	To Mo/Yr	Part or Full-Time	Employer	Location City/State	Position Title
09/1993	05/1996	PT	Fort Atkinson Memorial Hospital	Fort Atkinson, WI	cardiac rehab/staff RN
1990	1992	FT	NIH	Bethesda, MD	cardiac research/ staff RN
1987	1990	FT	Landstuhl Army Hospital	Landstyh, Germany	surgical ICU staff nurse
1984	1987	FT	Tampa General Hospital	Tampa, FL	cardiac surgery ICU staff RN
1982	1984	FT	Duke University Medical Center	Durham, NC	medical ICU staff RN

### Nursing Education Experience *(Please list most recent first.)*

From Mo/Yr	To Mo/Yr	Part or Full-Time	Employer	Location City/State	Position Title
08/2013	Present	FT	Cardinal Stritch University	Milwaukee, WI	Assistant Professor
2003	Present	PT	Madison Area Technical College	Fort Atkinson, WI	instructor - CNA
01/2013	05/2013	PT	Carroll University	Waukesha, WI	instructor - nursing

Wisconsin RN License #: 113362-30

Kelly J. Dries  
 Educational Administrator

  
 Signature

414.410.4397  
 Telephone Number

Dean  
 Title

11/04/2013  
 Date

kjdries@stritch.edu  
 Email Address

# Wisconsin Department of Safety and Professional Services

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Madison, WI 53708-8935

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1400 E. Washington Avenue  
Madison, WI 53703

E-Mail: web@dps.wi.gov  
Website: http://dps.wi.gov

## BOARD OF NURSING

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Nursing programs previously approved by the Board of Nursing: Completion of this form is required for each faculty member and the program educational administrator and the form must kept on file in the school of nursing office, made available to the Board upon request for all faculty members and educational administrators hired by the nursing program (Ch. N 1.06 (4) (g), Wis. Admin. Code).

Applicant's Name (*Last, First, Middle*)

Haas, Sharon Lynn

Position:

Educational Administrator

Faculty

Date Appointment Effective:

January 7, 2013

Employment Status:

Full-time

Part-time

School of Nursing Employed By:

Ruth S. Coleman College of Nursing

Subjects Hired to Teach:

Health Restoration & Maintenance I

#### Educational Preparation (*Please list most recent first.*)

Name of Institution	Location	Date Graduated	Degree Earned or # Credits	Major	Minor
Marian University	45 S. National Ave Fond du Lac, WI 54935	12-14-2012	Master of Science	Nurse Education	
Marian University	45 S. National Ave Fond du Lac, WI 54935	12-15-2010	Baccalaureate	Nursing	
Cardinal Stritch University	6801 N. Yates Rd. Milwaukee WI 53217		Associate	Nursing	

-OVER-

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# Wisconsin Department of Safety and Professional Services

## Nursing Practice Experience *(Please list most recent first.)*

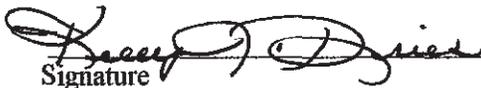
From Mo/Yr	To Mo/Yr	Part or Full-Time	Employer	Location City/State	Position Title
2-14-2011	6-30-2013	Part Time	Clement J. Zablocki VA Medical Center	Milwaukee WI	Staff Nurse
1-10-2005	2-14-2011	Full Time	DaVita (Formerly Kidney Institute)	Wauwatosa, WI	Facility Administrator
1-2004	3-2005	Full Time	Gambro Healthcare	Milwaukee, WI	Staff Nurse
2-2003	1-2004	Full Time	Midwest Dialysis	Milwaukee, WI	Staff Nurse
5-1994	2-2003	Full Time	Gambro Healthcare	Milwaukee, WI	Facility Administrator

## Nursing Education Experience *(Please list most recent first.)*

From Mo/Yr	To Mo/Yr	Part or Full-Time	Employer	Location City/State	Position Title
1-7-2013	Present	Full Time	Cardinal Stritch University	Milwaukee, WI	Instructor

Wisconsin RN License #: 116934-030

Kelly J. Dries  
\_\_\_\_\_  
Educational Administrator

  
\_\_\_\_\_  
Signature

414-410-4397  
\_\_\_\_\_  
Telephone Number

Dean, Ruth S. Coleman College of Nursing  
\_\_\_\_\_  
Title

11-2-2013  
\_\_\_\_\_  
Date

kjdries@stritch.edu  
\_\_\_\_\_  
Email Address

# Wisconsin Department of Safety and Professional Services

Mail To: P.O. Box 8935  
Madison, WI 53708-8935

FAX #: (608) 266-2602  
Phone #: (608) 266-2112

1400 E. Washington Avenue  
Madison, WI 53703

E-Mail: web@dsps.wi.gov  
Website: http://dsps.wi.gov

## BOARD OF NURSING

### FACULTY / EDUCATIONAL ADMINISTRATOR QUALIFICATION RECORD

New nursing programs seeking authorization to admit students: Completion of this form is required for each faculty member and the program educational administrator and must be submitted to the Board of Nursing along with the request for authorization to admit students.

Nursing programs previously approved by the Board of Nursing: Completion of this form is required for each faculty member and the program educational administrator and the form must be kept on file in the school of nursing office, made available to the Board upon request for all faculty members and educational administrators hired by the nursing program (Ch. N 1.06 (4) (g), Wis. Admin. Code).

Applicant's Name (*Last, First, Middle*)

Kaufman, Patricia A.

Position:

Educational Administrator

Faculty

Date Appointment Effective:

January 2000

Employment Status:

Full-time

Part-time

School of Nursing Employed By:

Cardinal Stritch University

Subjects Hired to Teach:

Health Promotion and Maintenance course and clinical

Physical Assessment

#### **Educational Preparation** (*Please list most recent first.*)

Name of Institution	Location	Date Graduated	Degree Earned or # Credits	Major	Minor
Marquette University	Milwaukee, WI	May 1999	MSN, PNP	nursing	
College of St. Teresa	Rochester, MN	May 1983	BSN	nursing	
Augustana Hospital	Chicago, IL	May 1978	Diploma	nursing	
University of Illinois	Chicago, IL	December 1973	BA	political science	

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**Nursing Practice Experience** *(Please list most recent first.)*

From Mo/Yr	To Mo/Yr	Part or Full-Time	Employer	Location City/State	Position Title
9/81	3/85	Full	St. Mary's Hospital	Rochester, MN	Staff Nurse
6/68	9/81	Full	Children's Memorial	Chicago, IL	Staff Nurse/Team Leader

**Nursing Education Experience** *(Please list most recent first.)*

From Mo/Yr	To Mo/Yr	Part or Full-Time	Employer	Location City/State	Position Title
1/2000	Present	Full	Cardinal Stritch University	Milw., WI	Assistant Prof. of Nursing

Wisconsin RN License #: 98670-30 WI

Kelly J Dries  
Educational Administrator

  
Signature

414-410-4397  
Telephone Number

Assistant Professor of Nursing  
Title

November 1, 2013  
Date

pakaufman@stritch.edu  
Email Address

# Wisconsin Department of Safety and Professional Services

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Website: http://dps.wi.gov

## BOARD OF NURSING

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Applicant's Name (*Last, First, Middle*)

Maroney, Mary M.

Position:

Educational Administrator

Faculty

Date Appointment Effective:

August 2005

Employment Status:

Full-time

Part-time

School of Nursing Employed By:

Cardinal Stritch University

Subjects Hired to Teach:

Health Promotion & Maintenance II Mental Health Nursing

#### **Educational Preparation** (*Please list most recent first.*)

Name of Institution	Location	Date Graduated	Degree Earned or # Credits	Major	Minor
1. Aurora Family Therapy Training Institute	3200 W. Highland Blvd. Milwaukee, WI 53208	September 1997-August 1999		Marriage and Family Therapy	
2. University of WI-Madison College of Nursing	600 Highland Ave Madison, WI 53792	May 1995	Master's of Science-Nursing	Psychiatric Nursing	
3. University of WI	Milwaukee WI 53211	December 1982	Bachelor's of Science Nursing		

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## Wisconsin Department of Safety and Professional Services

### Nursing Practice Experience *(Please list most recent first.)*

From Mo/Yr	To Mo/Yr	Part or Full-Time	Employer	Location City/State	Position Title
September 2001 to present		Part-time	ICF Consultants, Inc.	Milwaukee, WI	Marriage/Family Therapist
September 2000 to April 2007		Part-time	Aurora Behavioral Health	Milwaukee, WI	Marriage/Family Therapist
May 1998 to September 2003		Part-time	Columbia Hospital	Milwaukee, WI	Clinical Nurse: Adult Psychiatry
August 1997 to May 1998		Full-time	Aurora Family Service	Milwaukee, WI	Home-based Psychotherapy
September 1990 to August 1997		Full-time	St. Mary's Hospital	Milwaukee, WI	Discharge Planning
September 1986 to August 1990		Full-time	St. Mary's Hospital	Milwaukee, WI	Clinical Nurse: Inpatient Hospice
January 1983 to May 1986		Full-time	Mt. Sinai Hospital	Milwaukee, WI	Clinical Nurse: Medical-Surgical

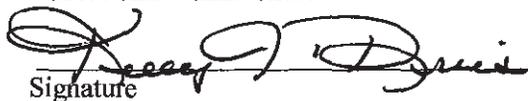
### Nursing Education Experience *(Please list most recent first.)*

From Mo/Yr	To Mo/Yr	Part or Full-Time	Employer	Location City/State	Position Title
September 2005 to Present		Full-time	Cardinal Stritch University	Milwaukee, WI	Assistant Professor
January 2004 to August 2004		Part-time	Cardinal Stritch University	Milwaukee, WI	Adjunct Professor

Wisconsin RN License #: 84300-030

Kelly J. Dries  
Educational Administrator

Dean  
Title

  
Signature

11/4/2013  
Date

414-410-4397  
Telephone Number

kjdries@stitch.edu  
Email Address

# Wisconsin Department of Safety and Professional Services

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## BOARD OF NURSING

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Applicant's Name (*Last, First, Middle*)

Christine L. Miller

Position:

Educational Administrator

Faculty

Date Appointment Effective:

August 2004

Employment  
Status:

Full-time

Part-time

School of Nursing Employed By:

Cardinal Stritch University College of Nursing

Subjects Hired to Teach:

Nursing Research

Nursing Theory and Philosophy

Educational Evaluation

Graduate Practicum

#### **Educational Preparation** (*Please list most recent first.*)

Name of Institution	Location	Date Graduated	Degree Earned or # Credits	Major	Minor
Wayne State University	Detroit, MI	1997	PhD	Nursing	XX
University of Pennsylvania	Philadelphia, PA	1983	MSN	Nursing	XX
Cleveland State University	Cleveland, OH	1981	BSN	Nursing	XX
Lutheran Medical Center School of Nursing	Cleveland OH	1972	Diploma	Nursing	XX

-OVER-

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Committed to Equal Opportunity in Employment and Licensing

# Wisconsin Department of Safety and Professional Services

## Nursing Practice Experience *(Please list most recent first.)*

From Mo/Yr	To Mo/Yr	Part or Full-Time	Employer	Location City/State	Position Title
June 2000	June 2005	PT	Aurora Sinai Medical Center	Milwaukee, WI	ICU Unit Resource Nurse
1993	1997	PT	Henry Ford Hospital	Detroit, MI	Critical Care Education Specialist
1992	1994	per diem	Nurses Incorporated	Detroit, MI	RN Staff Nurse
1990	1992	per diem	The Medical Team	Detroit, MI	RN Staff Nurse
1989	1990	per diem	Akron General Medical Center	Akron, OH	Coronary Care Supplemental Staff Nurse
1986	1988	per diem	The Cleveland Clinic Foundation	Cleveland, OH	Coronary Care Supplemental Staff Nurse
1984	1987	per diem	Mt. Sinai Medical Center	Cleveland, OH	Critical Care Supplemental Staff Nurse
1982	1983	MSN student	Thomas Jefferson Univ. Hospital	Philadelphia, PA	CNS student Intern

## Nursing Education Experience *(Please list most recent first.)*

From Mo/Yr	To Mo/Yr	Part or Full-Time	Employer	Location City/State	Position Title
August 2012	present	FT	Cardinal Stritch University	Milwaukee, WI	Chief Nurse Administrator MSN <sup>+</sup>
August 2004	present	FT	Cardinal Stritch University	Milwaukee, WI	Assistant Professor
August 1997	June 2004	FT	University of Wisconsin Milwaukee	Milwaukee, WI	Assistant Professor
Summer 1991	Summer 1993	PT	Wayne State University	Detroit, MI	Research Assistant
August 1984	June 1990	FT	Kent State University	Kent, OH	Instructor
August 1983	May 1984	FT	Lakeland Community College	Mentor, OH	Clinical Instructor
August 1981	May 1982	PT	Lakeland Community College	Mentor, OH	Asst. Respiratory Instructor

Wisconsin RN License #: 127770-030

Kelly J. Dries  
 \_\_\_\_\_  
 Educational Administrator

  
 \_\_\_\_\_  
 Signature

414-410-4397  
 \_\_\_\_\_  
 Telephone Number

Dean  
 \_\_\_\_\_  
 Title

November 3, 2013  
 \_\_\_\_\_  
 Date

kjdries@stritch.edu  
 \_\_\_\_\_  
 Email Address

# Wisconsin Department of Safety and Professional Services

Mail To: P.O. Box 8935  
Madison, WI 53708-8935

FAX #: (608) 266-2602  
Phone #: (608) 266-2112

1400 E. Washington Avenue  
Madison, WI 53703

E-Mail: [web@dsps.wi.gov](mailto:web@dsps.wi.gov)  
Website: <http://dsps.wi.gov>

## BOARD OF NURSING

### FACULTY / EDUCATIONAL ADMINISTRATOR QUALIFICATION RECORD

New nursing programs seeking authorization to admit students: Completion of this form is required for each faculty member and the program educational administrator and must be submitted to the Board of Nursing along with the request for authorization to admit students.

Nursing programs previously approved by the Board of Nursing: Completion of this form is required for each faculty member and the program educational administrator and the form must kept on file in the school of nursing office, made available to the Board upon request for all faculty members and educational administrators hired by the nursing program ( Wis. Admin. Code).

Applicant's Name (*Last, First, Middle*)

Miller, Donald, David

Position:

Educational Administrator

Faculty

Date Appointment Effective:

September 2008

Employment Status:

Full-time

Part-time

School of Nursing Employed By:

Cardinal Stritch University

Subjects Hired to Teach:

NUR 211: Adult Health Restoration 1 Med/Surg Clinical Instructor

NUR 316: Theory and Concepts in Nursing

NUR 532: Data Analysis Applied to Nursing Research

### **Educational Preparation** (*Please list most recent first.*)

Name of Institution	Location	Date Graduated	Degree Earned or # Credits	Major	Minor
University of WI-Milwaukee	Milwaukee, WI	In Progress	45 credits	PhD in Nursing Research	
Walden University	Minneapolis, MN	Sept 2008	MSN	Nursing Education Focus	
Walden University	Minneapolis, MN	May 2004	MS	Psychology	
Cardinal Stritch University	Milwaukee, WI	Dec 1998	ADN	Nursing	
St. Mary's University	San Antonio, TX	May, 2004	BS	Psychology: Neuropsychology	

-OVER-

# Wisconsin Department of Safety and Professional Services

**Nursing Practice Experience** *(Please list most recent first.)*

From Mo/Yr	To Mo/Yr	Part or Full-Time	Employer	Location City/State	Position Title
Dec., 1998	June, 2012	FT, PT, & Pool	Elmbrook Memorial Hospital	Brookfield, WI	Staff RN
May, 2003	August 2003	FT	Roger's Memorial Hospital	West Allis, WI	Staff RN

**Nursing Education Experience** *(Please list most recent first.)*

From Mo/Yr	To Mo/Yr	Part or Full-Time	Employer	Location City/State	Position Title
Sept., 2008	Present	FT	Cardinal Stritch University	Milwaukee, WI	Assistant Professor

Wisconsin RN License #: 132650-30

Kelly J. Dries  
Educational Administrator

  
Signature

414-410-4397  
Telephone Number

Dean  
Title

11/4/13  
Date

kjdries@stritch.edu  
Email Address

# Wisconsin Department of Safety and Professional Services

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Madison, WI 53703

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## BOARD OF NURSING

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Applicant's Name (*Last, First, Middle*)

Nitka, Eva-Marie

Position:

Educational Administrator

Faculty

Date Appointment Effective:

August 2009

Employment  
Status:

Full-time

Part-time

School of Nursing Employed By:

Ruth S. Coleman College of Nursing

Subjects Hired to Teach:

Maternal Newborn

### **Educational Preparation** (*Please list most recent first.*)

Name of Institution	Location	Date Graduated	Degree Earned or # Credits	Major	Minor
University of Wisconsin-Milwaukee		December 2010	Master's Degree	Nursing	
Averno College	Milwaukee	May 2002	Bachelor's Degree	Nursing	Psychology

-OVER-

#1114 (Rev. 9/13)

Committed to Equal Opportunity in Employment and Licensing

## Wisconsin Department of Safety and Professional Services

**Nursing Practice Experience** *(Please list most recent first.)*

From Mo/Yr	To Mo/Yr	Part or Full-Time	Employer	Location City/State	Position Title
May 2001	Present	Part-time	St. Francis Hospital	Milwaukee WI	Staff RN/Charge RN

**Nursing Education Experience** *(Please list most recent first.)*

From Mo/Yr	To Mo/Yr	Part or Full-Time	Employer	Location City/State	Position Title
August 2009	Present	Full-time	Cardinal Stritch University	Milwaukee WI	Instructor
August 2007	Present	Part-time	Cardinal Stritch University	Milwaukee WI	Clinical Instructor

Wisconsin RN License #: 141334-30

Kelly J. Dries  
Educational Administrator

  
Signature

414-410-4397  
Telephone Number

Dean, Ruth S. Coleman College of Nursing  
Title

11/4/12  
Date

kjdries@stritch.edu  
Email Address

# Wisconsin Department of Safety and Professional Services

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## BOARD OF NURSING

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Applicant's Name (*Last, First, Middle*)

Olsen, Amy, Jean

Position:

Educational Administrator

Faculty

Date Appointment Effective:

January 9, 2013

Employment  
Status:

Full-time

Part-time

School of Nursing Employed By:

Cardinal Stritch University

Subjects Hired to Teach:

Physical Assessment Lab

Health Restoration II Clinical

Pharmacology

Skills Lab

### **Educational Preparation** (*Please list most recent first.*)

Name of Institution	Location	Date Graduated	Degree Earned or # Credits	Major	Minor
Clarke University	Dubuque, IA	December, 2011	MSN	Nursing Education	
Coe College	Cedar Rapids, IA	May, 2008	BSN	Nursing	
Beckman High School	Dyersville, IA	May, 2004	High School Diploma		

-OVER-

## Wisconsin Department of Safety and Professional Services

### Nursing Practice Experience *(Please list most recent first.)*

From Mo/Yr	To Mo/Yr	Part or Full-Time	Employer	Location City/State	Position Title
July 2013	Present	Part-Time	Columbia St. Mary's Hospital	Mequon, WI	Registered Nurse
May 2011	October 2012	Full-Time	Scripps Healthcare System	San Diego, CA	Registered Nurse
July 2008	May 2011	Full-Time	Meriter Hospital	Madison, WI	Registered Nurse

### Nursing Education Experience *(Please list most recent first.)*

From Mo/Yr	To Mo/Yr	Part or Full-Time	Employer	Location City/State	Position Title
January 2013	Present	Full-Time	Cardinal Stritch University	Milwaukee, WI	Assistant Professor
January 2012	December 2012	Full-Time	San Diego State University	San Diego, CA	Lecturer

Wisconsin RN License #: 164791-30

Kelly J. Dries  
 \_\_\_\_\_  
 Educational Administrator

  
 \_\_\_\_\_  
 Signature

414-410-4397  
 \_\_\_\_\_  
 Telephone Number

Ruth S. Coleman College of Nursing Dean  
 \_\_\_\_\_  
 Title

11/04/2013  
 \_\_\_\_\_  
 Date

kjdries@stritch.edu  
 \_\_\_\_\_  
 Email Address

# Wisconsin Department of Safety and Professional Services

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Applicant's Name (*Last, First, Middle*)

Paxton, Kim, L

Position:

Educational Administrator

Faculty

Date Appointment Effective:

8-1-2003

Employment Status:

Full-time

Part-time

School of Nursing Employed By:

Ruth S. Coleman College of Nursing

Subjects Hired to Teach:

Pharmacology

Clinical Instructor

Nursing Research

Health Promotion a

#### **Educational Preparation** (*Please list most recent first.*)

Name of Institution	Location	Date Graduated	Degree Earned or # Credits	Major	Minor
University of Minnesota	Minneapolis MN	8/2012	Doctor of Nursing Practice		LHIT
Marquette University	Milwaukee WI	5/99	MSN	Adult Nurse Practitioner	
Jamestown College	Jamestown ND	5/82	BSN	Nursing	

-OVER-

# Wisconsin Department of Safety and Professional Services

## Nursing Practice Experience *(Please list most recent first.)*

From Mo/Yr	To Mo/Yr	Part or Full-Time	Employer	Location City/State	Position Title
2003	present	FT	CSU	Milwaukee WI	Assistant Professor
2004	present	PT	WFHC	Milwaukee WI	ED RN/NP
1999	2011	PT	Aurora HC	Milwaukee WI	ED NP
1999	2003	FT	Medical Associates	Waukesha WI	NP
1994	1999	PT	Menomonee Falls Amb Surg	Menomonee Falls WI	RN (PACU)
1993	1999	FT	Aurora HC	Milwaukee WI	RN
1982	1993	FT	Riverside Community	Riverside CA	RN

## Nursing Education Experience *(Please list most recent first.)*

From Mo/Yr	To Mo/Yr	Part or Full-Time	Employer	Location City/State	Position Title
1/13	present	FT	CSU	Milwaukee WI	Assistant Professor
8/10	1/13	PT	CSU	Milwaukee WI	Assistant Professor
2/04	5/12	PT	WFHC	Milwaukee WI	Nurse Educator
2/02	2/03	FT	Froedtert	Milwaukee WI	Nurse Educator

Wisconsin RN License #: 1500-033

Kelly Dries  
Educational Administrator

Dean  
Title

Kelly Dries  
Signature

11/4/13  
Date

1-414-410-4397  
Telephone Number

Kjdries@stitch.edu  
Email Address

# Wisconsin Department of Safety and Professional Services

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## BOARD OF NURSING

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Applicant's Name (*Last, First, Middle*)

Pomerance, Andrea, Lynn

Position:

Educational Administrator

Faculty

Date Appointment Effective:

08/01/2007

Employment  
Status:

Full-time

Part-time

School of Nursing Employed By:

Cardinal Stritch University

Subjects Hired to Teach:

Introduction to Nursing

Health Promotion and Maintenance clinical

Physical Assessment lab

#### **Educational Preparation** (*Please list most recent first.*)

Name of Institution	Location	Date Graduated	Degree Earned or # Credits	Major	Minor
University of Minnesota	Minneapolis	5/31/1988	Master of Science	Nursing	
University of Wisconsin	Madison	5/17/1981	Bachelor of Science	Nursing	

-OVER-

# Wisconsin Department of Safety and Professional Services

## Nursing Practice Experience *(Please list most recent first.)*

From Mo/Yr	To Mo/Yr	Part or Full-Time	Employer	Location City/State	Position Title
06/90	06/93	Part-Time	St. Luke's Regional Medical Center	Boise, ID	Staff Nurse
06/83	8/89	Part-Time	Methodist Hospital	Minneapolis MN	Staff Nurse
06/81	5/83	Full-Time	University of Wisconsin Hospital	Madison, WI	Staff Nurse

## Nursing Education Experience *(Please list most recent first.)*

From Mo/Yr	To Mo/Yr	Part or Full-Time	Employer	Location City/State	Position Title
08/07	present	Full -Time	Cardinal Stritch University	Milwaukee, WI	Assistant Professor
8/93	05/06	Full-Time	Boise State University	Boise, ID	Assistant Professor
8/89	08/93	Full-Time	Boise State University	Boise, ID	Instructor

Wisconsin RN License #: 81642-30

Kelly J. Dries  
Educational Administrator

  
Signature

(414) 410-4397  
Telephone Number

Dean, Ruth S. Coleman College of Nursing  
Title

11/4/13  
Date

kjdries@stritch.edu  
Email Address

# Wisconsin Department of Safety and Professional Services

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Madison, WI 53703

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## BOARD OF NURSING

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Applicant's Name (*Last, First, Middle*)

Piering, Eileen Therese

Position:

Educational Administrator

Faculty

Date Appointment Effective:

August, 2005

Employment  
Status:

Full-time

Part-time

School of Nursing Employed By:

Cardinal Stritch University

Subjects Hired to Teach:

Physical Assessment

Nursing skills and simulation

#### Educational Preparation (*Please list most recent first.*)

Name of Institution	Location	Date Graduated	Degree Earned or # Credits	Major	Minor
Cardinal Stritch University	Milwaukee, WI.	05/05	MSN	Nursing Education	
Marian College	Fond du Lac, WI.	05/92	BSN	Nursing	
Gateway Technical College	Kenosha, WI.	05/85	ADN	Nursing	

-OVER-

## Wisconsin Department of Safety and Professional Services

### Nursing Practice Experience *(Please list most recent first.)*

From Mo/Yr	To Mo/Yr	Part or Full-Time	Employer	Location City/State	Position Title
11/95	01/09	Full time and pool	Columbia-St. Marys	Milwaukee, WI.	Staff RN, Department Coordinator
11/92	11/95	Full time	Milwaukee Kidney Center	Milwaukee, WI.	Staff RN, Charge Nurse
03/87	11/92	Full time	Aurora Sinai Medical Center	Milwaukee, WI.	Hemodialysis RN, PACU
05/85	03/87	Part Time	St. Catherine's Hospital	Kenosha, WI	Med-Surg Staff/Charge Nurse

### Nursing Education Experience *(Please list most recent first.)*

From Mo/Yr	To Mo/Yr	Part or Full-Time	Employer	Location City/State	Position Title
08/05	Present	Full Time	Cardinal Stritch University	Milwaukee, WI.	Assistant Professor

Wisconsin RN License #: 91829-30

Kelly J. Dries  
Educational Administrator

*Kelly J. Dries*  
Signature

1-414-410-4397  
Telephone Number

Dean  
Title

11/4/13  
Date

Kjdries@stritch.edu  
Email Address

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## BOARD OF NURSING

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Applicant's Name (*Last, First, Middle*)

Stutte, Lorilee Rae

Position:

Educational Administrator

Faculty

Date Appointment Effective:

August 1993

Employment Status:

Full-time

Part-time

School of Nursing Employed By:

Cardinal Stritch University

Subjects Hired to Teach:

adult medical/surgical

physical assessment

pathophysiology

introduction to nursing

#### Educational Preparation (*Please list most recent first.*)

Name of Institution	Location	Date Graduated	Degree Earned or # Credits	Major	Minor
Marquette University	Milwaukee, WI	May 1992	MSN	nursing	
Viterbo University	La Crosse, WI	May 1980	BSN	nursing	

-OVER-

## Wisconsin Department of Safety and Professional Services

### Nursing Practice Experience *(Please list most recent first.)*

From Mo/Yr	To Mo/Yr	Part or Full-Time	Employer	Location City/State	Position Title
06/1980	01/2010	FT 10 yrs/PT 21 yrs	Oconomowoc Memorial Hospital	Oconomowoc WI	staff RN
1990	1994	PT	Welebourne Hall	Watertown WI	RN consultant
1990	1993	PT	St. Michael Hospital	Milwaukee WI	staff RN
1986	1993	PT	Midwest medical Homecare	Brookfield WI	case manager
1984	1992	PT	Kettle Moraine Ambulance	Waukesha WI	RN transport

### Nursing Education Experience *(Please list most recent first.)*

From Mo/Yr	To Mo/Yr	Part or Full-Time	Employer	Location City/State	Position Title
08/1993	Present	FT	Cardinal Stritch University	Milwaukee WI	assistant professor

Wisconsin RN License #: 77506-30

Kelly J. Dries  
 Educational Administrator

  
 Signature

414.410.4397  
 Telephone Number

Dean  
 Title

11/04/2013  
 Date

kjdries@stritch.edu  
 Email Address

- IV. Evidence that clinical facilities have been selected according to the following standards:
- A. Identification that the clinical experience to be gained from the clinical facility is consistent with the nursing program objectives
  - B. A formal written agreement between the clinical facility and the nursing program demonstrating willingness to cooperate in promoting the nursing program clinical objectives.
  - C. Identification by the school that the practice of the registered nurse and the licensed practical nurse at the clinical facility is within the legal scope of practice as defined in 441.11(3) and (4), Wis. Stats.

The selection of clinical facilities and agencies for both acute and community settings have met the requirements as identified on the Clinical Facility Selection Form (#1004). Signed clinical and community facilities affiliation agreements and a completed Clinical Facility Selection Form for each clinical facility and community setting is on file in the CON. This information and the completed Clinical Facility Selection Form are available electronically or in hardcopy upon request.

# Wisconsin Department of Safety and Professional Services

Mail To: P.O. Box 8935  
Madison, WI 53708-8935

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1400 E. Washington Avenue  
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Website: <http://dsps.wi.gov>

## BOARD OF NURSING

### CLINICAL FACILITY SELECTION

Completion of this form is required for each clinical facility in order to apply for authorization to admit students. This form shall be completed, kept on file in the school of nursing office, and made available to the Board upon request for all clinical facilities utilized by the nursing program (Ch. N 1.06 (3) (f), Wis. Admin. Code).

#### I. Identifying Data

A. Name of facility: ProHealth Care  
Address: N17W241000 Riverwood Drive, Suite 130  
Waukesha, WI 53188  
Phone: (262) 928-1000

B. Type of Facility:  Hospital  Nursing Home  Community Health Agency  
 Other

C. Administrator of facility: Susan Edwards, President & CEO

D. Director of Nursing Service: Luellen Wilson, MS, RN, NEA-BC

E. School(s) of nursing utilizing the facility:  
Bryant & Stratton College, Waukesha County Technical College, Milwaukee Area Technical College,  
Carroll College, Marquette University, Herzing University, UW- Milwaukee  
Wisconsin Lutheran College, Madison Area College, Milwaukee School of Engineering

#### II. Exhibits (*attach to report*)

- A. Copy of formal agreement signed by:
1. Administrator of facility
  2. Administrator of nursing program
- B. Copy of the position description for:
1. Registered Nurses
  2. Licensed Practical Nurses

-OVER-

# Wisconsin Department of Safety and Professional Services

III. Please respond to the following questions:

- A. Have the nursing program objectives been shared with the facility?  Yes  No  
Comments: the program and course objectives are shared with the facility
- B. Does the facility agree to cooperate in promoting the nursing program objectives?  Yes  No  
Comments: \_\_\_\_\_
- C. Are there experiences in the facility available to the students to meet clinical objectives?  Yes  No  
Comments: the facility is evaluated each semester by students and instructor for appropriateness of experiences
- D. Is the practice of registered nursing in the facility within the legal scope of practice for registered nurses as defined in Chapter 441.11(4), Wisconsin Statutes? (If no, this facility may not be approved.)  Yes  No  
Comments: \_\_\_\_\_
- E. Is the practice of licensed practical nurses in the facility within the legal scope of practice for licensed practical nurses as defined in Chapter 441.11(3), Wisconsin Statutes? (If no, this facility may not be approved.)  Yes  No  
Comments: \_\_\_\_\_

IV. Report completed by:

**Lorilee R. Stutte, MSN, RN**  
Name  
Lor Stutte  
Signature  
**(414) 410-4389**  
Telephone Number

**Program Chair**  
Title  
**November 26, 2013**  
Date  
**lrstutte@stritch.edu**  
Email Address



ProHealth Care Student Affiliation Agreement

This Agreement is entered into this 4<sup>th</sup> day of January, 2010, by and between Cardinal Stritch University ("College/University") Ruth S. Coleman College of Nursing, and ProHealth Care, Inc., on behalf of Waukesha Memorial Hospital, Inc., Oconomowoc Memorial Hospital, Inc. and the ProHealth Care Medical Associates Medical Centers ("ProHealth Care"). The purpose of this Agreement is to establish the Parties' rights and obligations regarding their affiliation. In consideration of the mutual covenants and conditions set forth in this Agreement, the College and ProHealth Care agree as follows:

1. Present arrangement. College desires to provide educational experience for its students and has asked that ProHealth Care participate in that Program in order to provide College students and opportunity for clinical education. ProHealth Care operates various acute care and other facilities and clinics; serve patients through various clinical services; and seek to train future health care practitioners by providing students with supervised clinical experiences. ProHealth Care desires to provide clinical placement opportunities for students of the College. ProHealth Care and College have determined that each may best accomplish their mutual objectives by entering into this Affiliation Agreement.
2. Obligations of the College. The College shall provide the following services relating to the implementation and operation of the Program;
  - a. Provide the dates and names of student(s) participating in the Program at least three weeks in advance;
  - b. Assign students to clinical sites who meet the following requirements:
    - (i) Meet the academic requirements established by the College for the Program;
    - (ii) Provide the College proof that they have in effect health insurance which provides coverage for emergency services while enrolled in the Program; and
    - (iii) Indicate, by academic course work, that they have the academic ability to profit from enrollment in the program.
  - c. The College shall maintain a file on each student containing documentation of following before participation in the Program:

- (i) Successful completion of criminal and caregiver background check required by section 50.065 of the Wisconsin Statutes;
  - (ii) Freedom from communicable diseases including the following:
    - a. Rubella titer indicating immunity or documentation of MMR's;
    - b. Annual Mantoux tuberculosis screening (those with a positive TB skin test shall be screening annually for TB symptomatology and have a negative baseline chest x-ray on file;
    - c. Hepatitis B vaccine immunization dates or indication of refusal of vaccination; and
    - d. Varicella immunization titer or statement of positive history of Varicella.
  - (iii) Satisfactory completion of training in infection control, handwashing, hazardous materials and safety programs including, but not limited to, OSHA, MSDS and Bloodborne pathogen, TB, Confidentiality and Safety training.
  - (iv) Signed confidentiality statement.
  - (v) Successful completion of OIG and GSA data base check for governmental fraud and abuse.
- d. The College shall designate a faculty member to be a liaison to ProHealth Care for purposes of this Agreement.
  - e. The College shall maintain information regarding the objectives and goals of the Program and shall work closely with ProHealth Care to identify appropriate evaluation tools for a clinical site evaluation.
  - f. Educational Institution shall maintain professional liability insurance, equivalent self-insurance, or a combination thereof, with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate for its participating students, faculty, employees and agents. Further, Educational Institution agrees to maintain comprehensive general liability (CGL) insurance, equivalent self-insurance, or a combination thereof, with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate. Upon request, Educational Institution agrees to furnish to the Facility appropriate documentation of financial responsibility.
  - g. College students and faculty shall abide by all policies and procedures at each clinical site, as applicable.



qualification exists which indicates or requires such action is not prohibited by applicable law, rule or regulation.

9. **Indemnification.** The College agrees to defend, indemnify, and hold harmless ProHealth Care and their officers, directors, agents, physicians, and employees from any and all loss and liability, including claims, demands, costs, damages, attorney's fees and expenses, for personal injury, death, or damage to property arising out of or claimed to arise out of the activities of the College or of any of its officers, directors, agents, students or employees, pursuant to this agreement; such indemnification will survive any termination of this Agreement. ProHealth Care agrees to defend, indemnify, and hold harmless the College and its officers, directors, agents, physicians, and employees from any and all loss and liability, including claims, demands, costs, damages, attorney's fees and expenses, for personal injury, death, or damage to property arising out of or claimed to arise out of the activities of ProHealth Care or of any of their officers, directors, agents or employees, pursuant to this agreement; such indemnification will survive any termination of this Agreement.
10. **The Joint Commission & Other Regulatory Standards.** Parties hereby agree to meet all applicable federal and state regulatory requirements, including but not limited to the standards for the Joint Commission Office of Quality Monitoring. Furthermore, Parties agree to provide any and all necessary records in the event of an external review.
11. **Amendment**  
Any changes to this Agreement must be made by mutual written consent of both parties.
12. **Governing Law**  
The LOA shall be interpreted, governed, and constructed in all respects by the laws of the State of Wisconsin.
13. **Assignment**  
College shall not have the right to assign this Agreement or delegate any of its responsibilities under this Agreement without the prior written consent of ProHealth Care.
14. **Entire Agreement.** This Agreement incorporates by reference Exhibit A, Business Associate Agreement. This Agreement is the entire Agreement of the Parties concerning the subject matter herein, superceding all prior or contemporaneous Agreements or understandings concerning such subject matter. This Agreement cannot be amended or changed except in writing, signed by the authorized representatives of both parties. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin.

This Agreement shall take effect once the authorized representation of each Party has signed and dated the document below.



College/University  
Representative (Sign) Name/Title

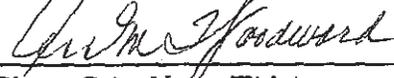
Thomas W. VanHimbergen, Treasurer

(Please Print Name/Title)  
Ruth S. Coleman College of Nursing  
Cardinal Stritch University, Inc.

(Department and Program)

Ann M. Woodward Director

ProHealth Care, Inc. Learning + Innovation  
Representative (Sign) Name/Title



(Please Print Name/Title)

9-2-10

(Date)

1-4-10

(Date)

6801 N. Yates Road

(Address)

Milwaukee WI 53217

Dr. Ruth Waite 414-410-4390

(Contact Phone Number)



**JOB TITLE:** Medical Assistant / Clinic LPN  
**JOB CODE:** 1210  
**DEPARTMENT:** PHCMA  
**SALARY GRADE:** S07  
**FLSA STATUS:** Non-Exempt

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### **JOB SUMMARY**

Provide direct care to patients under the supervision and delegation of the Registered Nurse (RN), Nurse Practitioner, Physician Assistant or Physician (Provider) within PHCMA. Provide care in partnership with the patient and their family, with the goal of supporting an optimal healing community.

**Populations Served:** Provides care to adult, older adult and pediatric patients.

### **JOB ACCOUNTABILITIES**

**The following are essential job accountabilities:**

- Demonstrate the ProHealth Care OUR SPARK Standards of Performance - an essential requirement of every ProHealth Care employee. Customers are defined as everyone you interact with in your role.
- Efficiently prepares exam room in advance of patient placement. Set out proper equipment and or supplies specific to the examination
- Periodically review exam rooms to ensure sufficient stock of supplies, materials and instruments. Order supplies where necessary to ensure that the exam rooms are appropriately equipped.
- Room patients and obtain vital signs, request and record health history, prepare patient for Provider exam and document results into the electronic medical record (EMR).
- Ensure accurate and timely documentation into the EMR or other patient records indicated for all patient care, i.e. phone notes, lab results, vital signs, treatments, test results, patient history.
- After each patient visit, follows clean room protocol in preparation for the next patient.
- Prepares sterile field and assist physician with procedures using sterile techniques. Sterilizes equipment, uses autoclave and follows protocol to properly store equipment.

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**REVISED DATE:**

**PAGE 1**

**REVIEWED DATE:**



## PROHEALTH CARE

- Answers and make patient phone calls in accordance with patients HIPAA instructions. Obtain medical information for the Provider and field questions appropriately based on Provider directed protocols. Report test results to patients under the direction of the Provider.
- Call Provider ordered prescriptions to proper pharmacy. Investigate patient needs for required prior medication authorization.
- Prepares, administers oral and parenteral medications per medication order, using age specific technique, complete two-point patient identifier. Ensure “5 Rights” - right patient, right medication, right dose, right route, right time/frequency. Rule out any contraindications Provides patient or parent vaccination or other medication information sheets. Observe patient and notify provider immediately of any adverse reactions.
- Performs therapeutic treatments and other health screenings, i.e. ear lavage, pulse oximetry, nebulizer treatments, spirometry, hearing and vision screening, fetal non-stress test, holter monitoring, suture/staple removal and others as needed for the Provider.
- Provide Provider directed patient follow-up care instructions.
- Assists in the control and maintenance of clinic medications, supplies, equipment and patient education materials. Report low quantities. Dispose of expired medications, controlled substances. Calibrate equipment to meet quality control standards, report and label malfunctioning equipment.
- As directed, completes specimen collection, ensuring the two-point patient identifier is followed. Obtain blood specimens using age appropriate protocol by means of venipuncture, finger stick or heel stick for laboratory test analysis. Label specimens and ensure specimen integrity in packaging and pick up.
- Performs lab tests including preparing specimen, testing, and recording results. Ensures CLIA / OSHA compliance standards are met.
- Assists with splinting, casting or orthopedic appliance fitting. Prepares the patient for application and ensures education and proper instruction in the use and care of appliance or splint/cast.
- Respond to urgent and emergency situations. Call for appropriate clinical assistance according to physician directed protocol. Inform leadership of the situation.
- Assist patients in the scheduling of diagnostic tests, outpatient services and hospital admissions. Provide patient with information regarding preparations for the service and necessary registration.
- Collect information and document information for accurate billing of services. Provide assistance as requested with coding error resolution.
- Provide patient reception and scheduling assistance as needed.
- Inventory the Crash Cart when assigned, replacing expired medications and supplies
- Seek experiences, formal and independent learning activities to maintain and develop clinical skills and knowledge.
- Adhere to all Department and ProHealth Care policies and procedures.

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REVISED DATE:

PAGE 2

REVIEWED DATE:



## **EDUCATION/EXPERIENCE**

### **Required licensure/**

### **Certifications:**

CPR certification required. Current state license required for those who completed the LPN education program. American Association of Medical Assistants (AAMA) certification preferred but not required for those who completed the Medical Assistant education program.

### **Minimum Education:**

Successful completion of a 1-year accredited Medical Assistant program qualified by the AAMA or documented completion of the United States Military Medical Corpsman program or completion of an accredited LPN education program.

### **Preferred Education:**

### **Minimum Experience:**

N/A

### **Preferred Experience:**

At least 1 year prior experience in a Medical Assistant or physician office based LPN role.

### **Physical/Environment**

### **Requirements:**

#### **ADA ESSENTIAL ELEMENTS**

- Critical thinking
- Ability to review both broad and detailed information coming to relevant conclusions
- Ability to conceptualize
- Ability to analyze
- Ability to identify both short and long term goals
- Ability to utilize communication tools, such as, but not limited to: computer, telephone, voice mail and fax

#### **ADA QUALIFICATIONS**

- Ability to write and speak effectively
- Understanding of English language written and spoken
- Ability to hear with or without accommodation
- Ability to use fingers for dexterity functions
- Ability to lift up to 50 lbs.
- Ability to walk and stand the majority of the work day
- Ability use stairs or elevators





The above statements are intended to describe the general nature and level of work being performed. They are not intended to be construed as an exhaustive list of all responsibilities and skills required for the position.

<b>Job Code</b>	0137
<b>Job Title</b>	<b>Clinical Nurse I</b>
<b>Job Summary</b>	<p>The Clinical Nurse I (CN I) may be a new graduate of an RN program, a new employee on orientation, or new graduates or hires who are building a knowledge base through practice and are most comfortable in a task environment. These nurses are obtaining knowledge and experience in clinical and technical skills. While on orientation and under the guidance of a preceptor, the CN I collects objective data according to guidelines and rules obtained from nursing education and in orientation. Once off orientation, the CN I's practice is guided by policies, procedures and standards. They describe a clinical situation from the viewpoint of what they need to do, rather than relating the context of the situation or how the patient responds. The CN I practices from a theoretical knowledge base as they recognize and provide for routine patient needs and provide professional nursing care within clinical areas/ campuses as required by staffing matrices.</p>

**Responsibilities / Accountabilities**

Practicing the ProHealth Care Standards of Performance-OUR SPARK-is an essential requirement of every ProHealth Care employee. We define our customer as everyone you interact with in your role.

**Clinical Behaviors**

**A. CARING**

1. Responds to comfort needs of patients and families.
2. Recognizes their own feelings in patient/family relationships.
3. Approaches patients and families with compassion.
4. Provides comfort for patients.
5. Recognizes the importance of therapeutic relationships.
6. Applies appropriate boundaries of therapeutic relationships.

**B. CLINICAL KNOWLEDGE AND DECISION-MAKING**

1. Learns the hospital's policies, procedures and standards which guide their clinical practice.
2. Obtains knowledge and experience in technical skills and needs assistance when performing new skills.
3. Needs assistance in determining priorities of tasks to be completed.
4. Begins to correlate theoretical knowledge with clinical information.
5. Recognizes the importance of knowing about and managing clinical problems.

6. Begins to perceive recurrent, meaningful aspects of clinical situations.
7. Provides care structured by other members of the health care team.
8. With mentoring, follows organizational policies and procedures and uses valid measuring tools and research-based recommendations to affect positive patient and family outcomes.

**C. COLLABORATION**

1. Develops first professional relationships within the health care team.
2. Seeks assistance and support in unfamiliar clinical situations.
3. Validates practice through external sources.
4. Begins to identify their contribution as a member of the health care team.

**D. LEADERSHIP**

1. Identifies one's core values.

<b>Minimum Education Level</b>	Associates
<b>Minimum Education Degree</b>	
<b>Preferred Education Level</b>	Bachelors
<b>Preferred Education Degree</b>	
<b>Minimum Technical Experience</b>	0-2 Years
<b>Preferred Technical Experience</b>	0-2 Years
<b>Specialized Expertise</b>	
<b>Minimum Leadership Experience</b>	0-2 Years
<b>Preferred Leadership Experience</b>	0-2 Years
<b>Minimum License</b>	Registered Nurse (RN), WI License; BLS (CPR)
<b>Additional Minimum Requirements</b>	Wisconsin Registered Nurse License. Valid American Heart Association (AHA) Basic Life Support (BLS) Certification. Associate Degree in Nursing. Meets unit-based job standards and orientation competencies upon completion of orientation.
<b>Preferred License</b>	

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**Additional Preferred Requirements**

Bachelor's Degree in Nursing preferred.  
Minimum Experience: None.

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**Organizational Standards**

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# Wisconsin Department of Safety and Professional Services

Mail To: P.O. Box 8935  
Madison, WI 53708-8935

FAX #: (608) 266-2602  
Phone #: (608) 266-2112

1400 E. Washington Avenue  
Madison, WI 53703

E-Mail: [web@dsps.wi.gov](mailto:web@dsps.wi.gov)  
Website: <http://dsps.wi.gov>

## BOARD OF NURSING

### CLINICAL FACILITY SELECTION

Completion of this form is required for each clinical facility in order to apply for authorization to admit students. This form shall be completed, kept on file in the school of nursing office, and made available to the Board upon request for all clinical facilities utilized by the nursing program (Ch. N 1.06 (3) (f), Wis. Admin. Code).

#### I. Identifying Data

A. Name of facility: Aurora health Care, Inc.  
Address: 750 West Virginia Street, PO Box 341880  
Milwaukee, WI 53204  
Phone: (414) 647-3000

B. Type of Facility:  Hospital       Nursing Home       Community Health Agency  
 Other

C. Administrator of facility: Nick Turkal, CEO

D. Director of Nursing Service: Mary Beth Kingston, RN, MSN, NEA-BC, CNO

E. School(s) of nursing utilizing the facility:  
Bryant & Stratton College, Waukesha County Technical College, Alverno College, Carroll College,  
Marquette University, Milwaukee School of Engineering, Moraine Park Technical College,  
Wisconsin Lutheran College, Concordia University, Columbia College of Nursing, Herzing University

#### II. Exhibits (*attach to report*)

- A. Copy of formal agreement signed by:
1. Administrator of facility
  2. Administrator of nursing program
- B. Copy of the position description for:
1. Registered Nurses
  2. Licensed Practical Nurses

-OVER-

# Wisconsin Department of Safety and Professional Services

III. Please respond to the following questions:

- A. Have the nursing program objectives been shared with the facility?  Yes  No  
Comments: the program and course objectives are shared with the facility
- B. Does the facility agree to cooperate in promoting the nursing program objectives?  Yes  No  
Comments: \_\_\_\_\_
- C. Are there experiences in the facility available to the students to meet clinical objectives?  Yes  No  
Comments: the facility is evaluated each semester by students and instructor for appropriateness of experiences
- D. Is the practice of registered nursing in the facility within the legal scope of practice for registered nurses as defined in Chapter 441.11(4), Wisconsin Statutes? (If no, this facility may not be approved.)  Yes  No  
Comments: \_\_\_\_\_
- E. Is the practice of licensed practical nurses in the facility within the legal scope of practice for licensed practical nurses as defined in Chapter 441.11(3), Wisconsin Statutes? (If no, this facility may not be approved.)  Yes  No  
Comments: \_\_\_\_\_

IV. Report completed by:

Lorilee R. Stutte, MSN, RN  
Name  
  
Signature  
(414) 410-4389  
Telephone Number

Program Chair  
Title  
October 26, 2013  
Date  
lrstutte@stritch.edu  
Email Address

## SCHOOL AFFILIATION AGREEMENT

THIS SCHOOL AGREEMENT (the "Agreement") is made and entered into as of the 1<sup>st</sup> day of June, 2012 (the "Effective Date"), by and between **Aurora Health Care, Inc.** ("Aurora") and **Cardinal Stritch University** ("School").

### Recitals

**WHEREAS**, School provides courses of training in various health related fields and is desirous of placing its students in a clinical program; and

**WHEREAS**, Aurora operates a variety of health care facilities and is willing to accept students of School as part of a clinical program for the Aurora facilities defined below on the terms of this Agreement.

**NOW, THEREFORE**, for a good and valuable consideration the adequacy and receipt of which are acknowledged, it is agreed as follows:

1. Clinical Program. The School desires to participate in a clinical education program with Aurora pursuant to which School's students will spend time at Aurora Facilities (defined below). On an annual basis, in advance, School will provide Aurora with a Program Memorandum detailing the proposed clinical education program prior to the students starting the clinical. A sample Program Memorandum for the initial year is attached hereto as Exhibit A, (there may be refinements to such Program Memorandum as the effective date draws close in time). Any modifications to the Program Memorandum are subject to the prior review and written approval of Aurora. Once approved, the Program Memorandum as revised will be incorporated herein; provided that in the event of a conflict between any Program Memorandum and this Agreement, the terms of this Agreement shall control.

The Program Memorandum will set forth: (i) the number of students to be placed in the Aurora Facilities and the number at each Aurora Facility; (ii) the schedule of placement times at each Aurora Facility; (iii) the program content; and (iv) the rights of Aurora Facilities to review the program content. The School shall also provide, as soon as it is available, a listing of the participating students assigned to a particular Aurora Facility by name and level, and a listing of any School personnel or employees to be placed as supervisors and/or instructors at each Aurora Facility. School shall be responsible to update such listings promptly following any changes therein.

2. Aurora's Participation. Aurora agrees, subject to further agreement to the Program Memorandum, to accept School's students at all Aurora Health Care, Inc. facilities, as specified in the Program Memorandum (the "Aurora Facilities").

3. Requirements for Students and School Personnel or Employees.

All students accepted under the terms of this Agreement for placement at any Aurora Facility, and all School personnel or employees placed as supervisors and/or instructors who are on-site at any Aurora Facility, must:

- a. be certified in writing for participation by the School;
- b. have successfully completed an orientation program of the Aurora Facility;
- c. agree to comply with any applicable rules regulations, policies and procedures concerning student conduct as may be adopted by Aurora or any Aurora Facility;
- d. have satisfied and passed any health screening or other health requirements imposed from time to time by Aurora or any Aurora Facility;
- e. have completed for him or her a criminal background check, the results of which have been presented to and approved by Aurora, meeting legal requirements and showing no adverse matter;
- f. agree to complete incident reports pursuant to any Aurora policy and agree to report any observed or known incident to the applicable Aurora Facility's department manager promptly; and
- g. all School personnel or employees placed as supervisors and/or instructors at an Aurora Facility are to be certified by School that he/she is appropriately qualified and licensed.

4. No Compensation or Billing. It is understood no compensation shall be paid by School to Aurora or Aurora to School or its personnel as a result of this Agreement. School agrees in no event to render any bill to any patient or third party for any service provided hereunder. To the extent any billable service is provided hereunder, School and its personnel assign to Aurora fully all rights to bill any patient or third party payor (governmental or otherwise) for such service.

5. Further Agreements of the Parties.

A. The School shall in no event place any students or other personnel or employees at any Aurora Facility or permit any student or personnel or employees to provide services for Aurora or any Aurora Facility who has been suspended or excluded from participation in any state or federally funded health care program, including without limitation, Medicare and Medicaid.

B. School and Aurora agree that there shall be no discrimination against any student or other personnel or employees placed at any Aurora Facility on the basis of the student's race, color, creed, religion, sex, gender identity, sexual orientation, national origin or disability in violation of any law applicable in such circumstance to School or Aurora.

C. The parties acknowledge their respective obligations governing the privacy and security of health information pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and its implementing regulations ("the Privacy Rule"). The School agrees that students and faculty that participate in the program hereunder will not use or disclose Protected Health Information, as that term is defined in 45 C.F.R. § 160.103, obtained in the course of the program for purposes other than those related to the program. Further, participating students and faculty agree not to use or disclose Protected Health Information obtained in the clinical setting for any non-clinical purposes, including teaching or educational purposes, unless the participant either (1) obtains an authorization, compliant with the Privacy Rule, from each patient whose Protected Health Information is sought to be used; (2) de-identifies the Protected Health Information in accordance with the Privacy Rule; or (3) uses a "limited data set" as defined in the Privacy Rule, and signs a Data Use Agreement with Aurora. In addition to the general training provided for below, the School agrees to train participating students and faculty as necessary regarding how to obtain patient authorization, de-identify Protected Health Information, and create limited data sets. The parties agree that if future modifications or clarifications are made to the Privacy Rule that necessitate amendments to this Agreement, the parties will make such amendments. For purposes of HIPAA only, students are, with respect to their interactions with patients/clients and their educational activities at Aurora, under the direct control of Aurora and are thus considered to be members of Aurora's "workforce," as that term is defined in 45 C.F.R. § 160.103.

D. Records of each student's participation, including such detail as specified by the Aurora Facility, will be maintained for a period of five (5) years required by the Aurora Facility.

E. All records of any service provided hereunder shall belong to Aurora or the applicable Aurora Facility.

F. Neither School, its personnel or employees, nor any student participating in the program hereunder, shall disclose to any third party or use (other than in fulfilling their duties under the program) any confidential or proprietary information of Aurora or its affiliates.

G. Aurora has the right to refuse, suspend or remove a student or any School personnel, including supervisors or instructors, from a clinical education program for any reason Aurora deems appropriate provided that Aurora shall notify

School in writing of the reasons for the refusal, suspension or removal and at the request of the School shall consult with the School regarding the refusal, suspension or removal.

6. Independent Contractors. It is acknowledged and agreed by the parties that School, its personnel, employees and students are “independent contractors” with respect to Aurora and the Aurora Facilities and that nothing in this Agreement is intended to nor shall be construed to create any employer/employee relationship or any relationship other than that of independent contractors. Aurora and Aurora Facilities shall in no event have any obligations to School, its personnel, employees and students including payment of any compensation, any withholding, social security, or any other employee-related obligations. School shall be responsible for the actions and omissions of its students, employees, faculty and other personnel.

7. Insurance.

A. School agrees to maintain, during the term of this Agreement, Comprehensive General Liability Insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) for each occurrence, with coverage to include, but not be limited to, personal and bodily injury, and broad form property damage liability. School shall also maintain Professional Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) annual aggregate, for its participating students, faculty, employees and agents. Should any of the described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy. School shall provide Aurora with a certificate of insurance evidencing such insurance coverage.

B. Aurora agrees to maintain, during the term of this Agreement, Comprehensive General Liability Insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) for each occurrence, with coverage to include, but not be limited to, personal and bodily injury, and broad form property damage liability. Aurora shall also maintain Professional Liability Insurance with minimum limits of One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) annual aggregate, for its employees and agents. Aurora shall provide School with a certificate of insurance evidencing such insurance coverage.

8. No Indemnification. 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, and the School, for its students.

9. Term and Termination. This Agreement shall remain effective for a term of one (1) year, commencing on the Effective Date. This Agreement shall automatically renew for successive one (1) year terms; provided either party may terminate this Agreement at any time by giving the other party not less than thirty (30) days prior written notice.

In the event a breach of any of the terms hereof which is not cured within twenty (20) days after written notice, either party may terminate this Agreement on written notice to the other party.

Notwithstanding any termination of this Agreement, the provisions of this Agreement insofar as applicable to any students who are enrolled in a clinical program on the date of termination shall be observed by both parties until the end of the clinical program then in effect for such students.

10. Miscellaneous.

A. Notice. Notice or communications required or permitted to be given under this Agreement shall be given to the respective parties by hand delivery, certified mail return receipt requested, or recognized overnight mail service, and shall be addressed as follows:

if to Aurora, to:           Aurora Health Care, Inc.  
750 West Virginia Street  
Milwaukee, WI 53204  
Attn: Chief Legal Officer

if to School, to:           Cardinal Stritch University  
6801 N. Yates Road  
Milwaukee, WI 53217-3985  
Attn: President

Either party may change the address for notice by a notice given in conformance with this Section.

B. Entire Agreement. This is the entire agreement between the parties. No understanding not set forth herein as incorporated hereby shall have any force or effect. This Agreement supersedes all previous contracts relating to the services described herein.

C. Governing Law; Venue, Proceedings. This Agreement and each and all of the terms, covenants and conditions hereof shall be interpreted in accordance with and governed in all respects by the laws of the State of Wisconsin. The venue for any dispute hereunder shall be in the Wisconsin Circuit Court for Milwaukee County and no party shall bring or consent to an action in any other forum.

D. No Third Party Beneficiaries. This Agreement does not create any third party beneficiaries.

E. Assignment and Amendment. School may not assign this Agreement without Aurora's prior written consent. This Agreement may be amended during its term only by a writing signed by the parties hereto.

F. 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 executed this Agreement as of the date set forth above.

**Aurora Health Care, Inc.**

By   
\_\_\_\_\_  
**Randall Lambrecht, Ph.D., Sr. VP  
Research**

**Cardinal Stritch University**

By   
\_\_\_\_\_  
Name Thomas W. Van Humbergen  
Title Executive VP & CFO

## Exhibit A

### PROGRAM MEMORANDUM

1. Number of Students: The number of students accepted will be mutually agreed upon by the Aurora Facilities and the School prior to the beginning of each semester/placement.
2. Requirements for Students: All students must complete pre-clinical documentation and comply with Aurora Facility requirements as defined by Aurora Health Care, Inc. Currently, that information is listed on the Aurora student clinical placement website, [www.aurorahealthcare.org/students](http://www.aurorahealthcare.org/students).
3. Schedule of Student Clinical Days and Times: The schedule for the clinical program at each Aurora Facility will be provided prior to the beginning of the semester/placement. Such schedule shall include (a) a list of the participating students assigned to a particular Aurora Facility by name and level and (b) a list (including phone number) of any School personnel or employees to be placed as supervisors and/or instructors at each Aurora Facility. The supervisor or instructor shall be available by phone during clinical hours.
4. Clinical Education Program Content: The clinical education program content will be provided to designated Aurora Facility personnel prior to the beginning of the semester/placement as needed. Aurora Facility personnel shall have the right to review the clinical education program content.

## Service Agreement

Subcontracted Janet Klapatauskas Clinical Educator through Aurora Health Care. This service agreement (the "agreement") is made and entered into as of this August 29, 2013 –November 14, 2013 by the Cardinal Stritch University, School of Nursing ("School") and Aurora Health Care Inc. and its affiliates - (Agency).

### RECITALS:

- A. School is an accredited academic institution offering clinical education experiences to its undergraduate nursing students.
- B. (Agency) and School have affiliation agreement pursuant to which School's students receive clinical education at (Agency).
- C. (Agency) employs certain Registered Nurse Clinical Educators qualified to act as clinical educators for the benefit of School and its students.
- D. School desires to enter into an agreement with (Agency) to obtain the services of such (Agency) employees.

**IN CONSIDERATION** of above recitals and the mutual covenants contained in this Agreement, the parties agree as follows:

1. **SERVICES ENGAGEMENT**, (Agency) agrees to provide the services of a Clinical Educator, acceptable to School, who will provide clinical education to the School's nursing students, at such time and dates as stated above. If the Clinical Educator cannot fulfill the terms of the engagement, and cannot fulfill the commitments, the School will provide interim Educator support. Such services shall be in accordance with clinical course objectives and requirements established by School. Both parties agree to obtain and maintain insurance and/or self-insurance as set forth in the current affiliation agreement between the two parties.

In providing such services, the Clinical Educator shall report to (Agency) Director of Nursing Operations. The parties agree that the School will provide the Director with timely and relevant feedback and other information relative to the Clinical Educator's performance of services under this Agreement.

Clinical Educator agrees to provide School with appropriate feedback and other information relative to students' performance. Cardinal Stritch University and Aurora both agree to obtain/maintain insurance and/or self-insurance as set forth in the affiliation agreement.

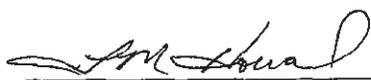
2. **PROFESSIONAL STANDARDS; COMPLIANCE WITH LAWS**, All services provided under this Agreement shall be in accordance with standards appropriate to a clinical nurse instructor. Each party shall comply with all laws, rules, and regulations adopted by the federal, state, and local government authorities pertaining in any way to the performance of services identified in this Agreement.
3. **COMPENSATION**: School shall compensate (Agency) for costs related to Clinical Educator support services provided pursuant to this Agreement. Clinical Educator services will be billed at a rate \$42.00 per hour. The projected hours spent on the clinical unit are 208 hours scheduled from August 29, 2013 to November 14, 2013. The final hours billed will include the clinical and preparatory hours as negotiated and agreed by the Clinical Educator and the University representative. No compensation for student activities or clinical instruction will be made by the Agency. Accordingly, School shall pay (Agency) no later than 60 days after the completion of the semester. Rates and hours will be subject to change on an annual basis upon mutual agreement of the parties.
4. **QUALIFICATION AND STANDARDS**, (Agency) warrants that Clinical Educators shall be and remain during the term of the Agreement (a) competent in the performance of services contemplated by this Agreement, (b) licensed as a Registered Nurse, and (c) at a minimum hold a Bachelors Degree in Nursing.
5. **RECORD AND REPORTS**, Clinical Educators shall complete such documentation as is reasonably required by School to verify the performance of services contemplated by this Agreement.
6. **TERM AND TERMINATION**. The term of this Agreement shall commence on August 29, 2013 and shall end on November 14, 2013 unless earlier terminated as set forth below.

Either party shall have the right to terminate this Agreement for any or no reason by giving the other party at least thirty (30) days prior written notice of such termination.

7. **NOTICES.** Any notices permitted or required to be given hereunder shall be deemed properly given when sent by registered or certified mail, return receipt requested, as follows:
- Or such other person or address as either party may designate by notice duly given.
8. **SEVERABILITY.** Should any provision of this Agreement or application thereof be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall continue to be valid and enforceable to the fullest extent permitted by law unless to do so would defeat the purpose of this Agreement.
9. **WAIVER.** The failure by a party at any time to require performance of any provision of this Agreement shall not constitute a waiver of such provision and shall not affect the right of such party to require performance at a later time.
10. **RELATIONSHIP OF THE PARTIES.** It is expressly understood and agreed by the parties that nothing contained in this Agreement shall be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement.
11. **AMENDMENT.** This Agreement represents the entire agreement and understanding between the parties with respect to the subject matter hereof and may not be amended except by the written agreement of the parties.
12. **GOVERNING LAW.** This Agreement shall be governed by the construed in accordance with the laws of the state of Wisconsin.
13. **COUNTERPARTS.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Cardinal Stritch University  
6801 N Yates Road  
Milwaukee, WI 53217

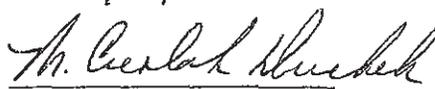
Date: 8-13-13

  
Authorized Representative  
For Cardinal Stritch University

Tammy M. Howard, Treasurer

Aurora Health Care  
3305 W. Forest Home  
Milwaukee, WI 53215  
Attn: System Nursing Integration

Date: 7/31/2013

  
Mary Cieslak-Duchek, RN, MSN  
Director System Nursing Integration

## Job Description

<b>Title:</b> Registered Nurse Compt	<b>Job Code:</b> 3182
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<b>FLSA Status:</b> Non Exempt	<b>Career Framework Band:</b>	
<b>Function:</b> Nursing	<b>Career Framework Level:</b>	
<b>Sub-Function:</b> Registered Nurse Med Ctr	<b>Management Level:</b> Staff	
<b>Family:</b>	<b>Pay Grade:</b> RNM	
<b>Date Created:</b> 5/1/1993	<b>Date Revised:</b> 4/4/2012	

### Primary Purpose:

Performs the nursing process, guided by policies, procedures and standards, to deliver safe, therapeutic, quality patient care through assessment, planning, implementation, and evaluation. Builds a knowledge base through practice and are most comfortable in a task environment. Describes a clinical situation from the viewpoint of what they need to do rather than relating the context of the situation of patient responses.

### Major Responsibilities:

Develops mastery of multiple nursing/technical skills and correlates theoretical knowledge with clinical information.

Seeks a variety of clinical situations to gain experiential knowledge in current environment. Begins to perceive recurrent, meaningful aspects of clinical situations through experience. Makes decisions based on guidelines.

Seeks assistance in setting priorities and interpreting clinical situations. With mentoring, follows organizational policies and procedures, validated measuring tools, and research-based recommendations to affect positive patient/family outcomes.

Develops professional relationships within health care team. Recognizes roles of other health team members and identifies tasks to delegate.

Participates in discussion of cases with health care team through mentor support. Collaborates with interdisciplinary team to share knowledge and skills with patient.

Approaches patient with compassion. Employ initial skills of therapeutic relationships (e.g. develops rapport, uses touch/humor).

Assesses the patient's/family's understanding of basic information. Learns about available resources, and validates practice through members of the health care team, patients, and family members.

Begins to structure care based on patient input for the immediate time period. Recognizes the need for patient advocacy.

Must be able to demonstrate knowledge and skills necessary to provide care appropriate to the age of the patients served. Must demonstrate knowledge of the principles of growth and development over the life span and possess the ability to assess data reflective of the patient's status and interpret the appropriate information needed to identify each patient's requirements relative to his/her age-specific needs, and to provide the care needed as described in the department's policies and procedures. Age-specific information is developed further in the departmental job standards.

### Licensure, Registration and/or Certification Required:

Registered Nurse license issued by the state of Wisconsin

Basic Life Support (BLS) for Healthcare Providers certification issued by the American Heart Association (AHA). May obtain within 6 months based on department discretion

**Title:** Registered Nurse Compt

**Job Code:** 3182

**Education Required:**

Associate's degree in Nursing.

**Experience Required:**

No experience required

**Knowledge, Skills and Abilities Required:**

Proficient computer skills including keyboarding, navigation within a windows operating system, use of electronic mail and electronic medical records systems.

Excellent communication (written and verbal) and interpersonal skills.

Ability to develop rapport and maintain positive, professional relationships with a variety of patients, staff and physicians.

Demonstrated ability to effectively make critical, independent decisions.

Excellent organization, prioritization and problem solving skills.

Ability to multi-task with frequent interruptions.

**Physical Requirements and Working Conditions:**

Must be able to sit, stand, walk, lift, squat, bend, twist, and reach above shoulders frequently throughout the workday.

Must be able to:

lift up to 50 lbs. from floor to waist.

lift up to 20 lbs. over the head.

carry up to 40 lbs. a reasonable distance.

Must be able to:

push/pull with 30 lbs. of force.

perform a sliding transfer of 150 lbs. with a second person present

Position requires use of foot pedals on carts or machines.

Must have functional vision, speech, and hearing.

May be exposed to mechanical, electrical, chemical, and radiation hazards as well as blood and body fluids; therefore, personal protective equipment must be worn as necessary.

Operates all equipment necessary to perform the job.

\*Any exceptions to the above requirements must be documented through Employee Health.

This job description indicates the general nature and level of work expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of the incumbent. Incumbent may be required to perform other related duties.

## Job Description

<b>Title:</b> LPN	<b>Job Code:</b> 104001
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<b>FLSA Status:</b> Non Exempt	<b>Career Framework Band:</b>
<b>Function:</b> Nursing	<b>Career Framework Level:</b>
<b>Sub-Function:</b> Licensed Practical Nurse Med	<b>Management Level:</b> Staff
<b>Family:</b>	<b>Pay Grade:</b> S22
<b>Date Created:</b> 2/1/2005	<b>Date Revised:</b> 12/1/2010

### Primary Purpose:

Under direct supervision of the registered nurse, provides direct patient care using the nursing process, standards and policies within scope of practice.

### Major Responsibilities:

Provides direct patient care according to established policies, procedures, and standards of care.

Assists with assessment by collecting and documenting data, actions and responses including biological, psychological, social and cultural factors. Detects significant changes in patient condition and reports these to the registered nurse.

Assists with developing the plan of care and implements as directed by the registered nurse.

Supports and reinforces patient teaching according to individualized plan of care.

Documents performance of nursing interventions and patient's response to those interventions and communicates effectiveness of interventions and changes in patient condition to the registered nurse.

Communicates changes in medical orders to the registered nurse.

Performs clinical tasks or skills such as medication administration, IV therapy, wound care, venipuncture, etc.

Performs various patient positioning and transporting duties, which require lifting and pushing/pulling, while utilizing proper technique.

Must be able to demonstrate knowledge and skills necessary to provide care appropriate to the age of the patients served. Must demonstrate knowledge of the principles of growth and development over the life span and possess the ability to assess data reflective of the patient's status and interpret the appropriate information needed to identify each patient's requirements relative to his/her age-specific needs, and to provide the care needed as described in the department's policies and procedures. Age-specific information is developed further in the departmental job standards.

### Licensure, Registration and/or Certification Required:

Licensed Practical Nurse license issued by the state of Wisconsin, and Basic Life Support (BLS) for Healthcare Providers certification issued by the American Heart Association (AHA). May obtain within 6 months based on department discretion

### Education Required:

Advanced training beyond High School that includes the completion of an accredited or approved program in Nursing.

### Experience Required:

**Title:** LPN

**Job Code:** 104001

No experience required

**Knowledge, Skills and Abilities Required:**

Proficient computer skills including keyboarding, navigation within a windows operating system, use of electronic mail and electronic medical records systems.

Excellent communication (written and verbal) and interpersonal skills.

Ability to develop rapport and maintain positive relationships with a variety of patients, family, staff and physicians.

Good organization, prioritization and problem solving skills.

Ability to multi-task with frequent interruptions.

**Physical Requirements and Working Conditions:**

Must be able to sit, stand, walk, lift, squat, bend, reach above shoulders, and twist frequently throughout the workday.

Must be able to:

lift up to 50 lbs. from floor to waist.

lift up to 20 lbs. over the head.

carry up to 40 lbs. a reasonable distance.

Must be able to:

push/pull with 30 lbs. of force.

perform a sliding transfer of 150 lbs. with a second person present.

Position requires use of foot pedals on carts or machines.

Must have functional vision, speech, and hearing.

May be exposed to mechanical, electrical, chemical, and radiation hazards as well as blood and body fluids; therefore, personal protective equipment must be worn as necessary.

Operates all equipment necessary to perform the job.

This job description indicates the general nature and level of work expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of the incumbent. Incumbent may be required to perform other related duties.

## Job Description

<b>Title:</b> Registered Nurse Compt	<b>Job Code:</b> 3182
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<b>FLSA Status:</b> Non Exempt	<b>Career Framework Band:</b>	
<b>Function:</b> Nursing	<b>Career Framework Level:</b>	
<b>Sub-Function:</b> Registered Nurse Med Ctr	<b>Management Level:</b> Staff	
<b>Family:</b>	<b>Pay Grade:</b> RNM	
<b>Date Created:</b> 5/1/1993	<b>Date Revised:</b> 4/4/2012	

**Primary Purpose:**

Performs the nursing process, guided by policies, procedures and standards, to deliver safe, therapeutic, quality patient care through assessment, planning, implementation, and evaluation. Builds a knowledge base through practice and are most comfortable in a task environment. Describes a clinical situation from the viewpoint of what they need to do rather than relating the context of the situation of patient responses.

**Major Responsibilities:**

Develops mastery of multiple nursing/technical skills and correlates theoretical knowledge with clinical information.

Seeks a variety of clinical situations to gain experiential knowledge in current environment. Begins to perceive recurrent, meaningful aspects of clinical situations through experience. Makes decisions based on guidelines.

Seeks assistance in setting priorities and interpreting clinical situations. With mentoring, follows organizational policies and procedures, validated measuring tools, and research-based recommendations to affect positive patient/family outcomes.

Develops professional relationships within health care team. Recognizes roles of other health team members and identifies tasks to delegate.

Participates in discussion of cases with health care team through mentor support. Collaborates with interdisciplinary team to share knowledge and skills with patient.

Approaches patient with compassion. Employ initial skills of therapeutic relationships (e.g. develops rapport, uses touch/humor).

Assesses the patient's/family's understanding of basic information. Learns about available resources, and validates practice through members of the health care team, patients, and family members.

Begins to structure care based on patient input for the immediate time period. Recognizes the need for patient advocacy.

Must be able to demonstrate knowledge and skills necessary to provide care appropriate to the age of the patients served. Must demonstrate knowledge of the principles of growth and development over the life span and possess the ability to assess data reflective of the patient's status and interpret the appropriate information needed to identify each patient's requirements relative to his/her age-specific needs, and to provide the care needed as described in the department's policies and procedures. Age-specific information is developed further in the departmental job standards.

**Licensure, Registration and/or Certification Required:**

Registered Nurse license issued by the state of Wisconsin

Basic Life Support (BLS) for Healthcare Providers certification issued by the American Heart Association (AHA). May obtain within 6 months based on department discretion

**Title:** Registered Nurse Compt

**Job Code:** 3182

**Education Required:**

Associate's degree in Nursing.

**Experience Required:**

No experience required

**Knowledge, Skills and Abilities Required:**

Proficient computer skills including keyboarding, navigation within a windows operating system, use of electronic mail and electronic medical records systems.

Excellent communication (written and verbal) and interpersonal skills.

Ability to develop rapport and maintain positive, professional relationships with a variety of patients, staff and physicians.

Demonstrated ability to effectively make critical, independent decisions.

Excellent organization, prioritization and problem solving skills.

Ability to multi-task with frequent interruptions.

**Physical Requirements and Working Conditions:**

Must be able to sit, stand, walk, lift, squat, bend, twist, and reach above shoulders frequently throughout the workday.

Must be able to:

lift up to 50 lbs. from floor to waist.

lift up to 20 lbs. over the head.

carry up to 40 lbs. a reasonable distance.

Must be able to:

push/pull with 30 lbs. of force.

perform a sliding transfer of 150 lbs. with a second person present

Position requires use of foot pedals on carts or machines.

Must have functional vision, speech, and hearing.

May be exposed to mechanical, electrical, chemical, and radiation hazards as well as blood and body fluids; therefore, personal protective equipment must be worn as necessary.

Operates all equipment necessary to perform the job.

\*Any exceptions to the above requirements must be documented through Employee Health.

This job description indicates the general nature and level of work expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of the incumbent. Incumbent may be required to perform other related duties.

## Job Description

<b>Title:</b> LPN	<b>Job Code:</b> 104001
-------------------	-------------------------

<b>FLSA Status:</b> Non Exempt	<b>Career Framework Band:</b>	
<b>Function:</b> Nursing	<b>Career Framework Level:</b>	
<b>Sub-Function:</b> Licensed Practical Nurse Med	<b>Management Level:</b> Staff	
<b>Family:</b>	<b>Pay Grade:</b> S22	
<b>Date Created:</b> 2/1/2005	<b>Date Revised:</b> 12/1/2010	

**Primary Purpose:**

Under direct supervision of the registered nurse, provides direct patient care using the nursing process, standards and policies within scope of practice.

**Major Responsibilities:**

Provides direct patient care according to established policies, procedures, and standards of care.

Assists with assessment by collecting and documenting data, actions and responses including biological, psychological, social and cultural factors. Detects significant changes in patient condition and reports these to the registered nurse.

Assists with developing the plan of care and implements as directed by the registered nurse.

Supports and reinforces patient teaching according to individualized plan of care.

Documents performance of nursing interventions and patient's response to those interventions and communicates effectiveness of interventions and changes in patient condition to the registered nurse.

Communicates changes in medical orders to the registered nurse.

Performs clinical tasks or skills such as medication administration, IV therapy, wound care, venipuncture, etc.

Performs various patient positioning and transporting duties, which require lifting and pushing/pulling, while utilizing proper technique.

Must be able to demonstrate knowledge and skills necessary to provide care appropriate to the age of the patients served. Must demonstrate knowledge of the principles of growth and development over the life span and possess the ability to assess data reflective of the patient's status and interpret the appropriate information needed to identify each patient's requirements relative to his/her age-specific needs, and to provide the care needed as described in the department's policies and procedures. Age-specific information is developed further in the departmental job standards.

**Licensure, Registration and/or Certification Required:**

Licensed Practical Nurse license issued by the state of Wisconsin, and

Basic Life Support (BLS) for Healthcare Providers certification issued by the American Heart Association (AHA). May obtain within 6 months based on department discretion

**Education Required:**

Advanced training beyond High School that includes the completion of an accredited or approved program in Nursing.

**Experience Required:**

**Title:** LPN

**Job Code:** 104001

No experience required

**Knowledge, Skills and Abilities Required:**

Proficient computer skills including keyboarding, navigation within a windows operating system, use of electronic mail and electronic medical records systems.

Excellent communication (written and verbal) and interpersonal skills.

Ability to develop rapport and maintain positive relationships with a variety of patients, family, staff and physicians.

Good organization, prioritization and problem solving skills.

Ability to multi-task with frequent interruptions.

**Physical Requirements and Working Conditions:**

Must be able to sit, stand, walk, lift, squat, bend, reach above shoulders, and twist frequently throughout the workday.

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lift up to 20 lbs. over the head.

carry up to 40 lbs. a reasonable distance.

Must be able to:

push/pull with 30 lbs. of force.

perform a sliding transfer of 150 lbs. with a second person present.

Position requires use of foot pedals on carts or machines.

Must have functional vision, speech, and hearing.

May be exposed to mechanical, electrical, chemical, and radiation hazards as well as blood and body fluids; therefore, personal protective equipment must be worn as necessary.

Operates all equipment necessary to perform the job.

This job description indicates the general nature and level of work expected of the incumbent. It is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities required of the incumbent. Incumbent may be required to perform other related duties.

# Wisconsin Department of Safety and Professional Services

Mail To: P.O. Box 8935  
Madison, WI 53708-8935

FAX #: (608) 266-2602  
Phone #: (608) 266-2112

1400 E. Washington Avenue  
Madison, WI 53703

E-Mail: [web@dsps.wi.gov](mailto:web@dsps.wi.gov)  
Website: <http://dsps.wi.gov>

## BOARD OF NURSING

### CLINICAL FACILITY SELECTION

Completion of this form is required for each clinical facility in order to apply for authorization to admit students. This form shall be completed, kept on file in the school of nursing office, and made available to the Board upon request for all clinical facilities utilized by the nursing program (Ch. N 1.06 (3) (f), Wis. Admin. Code).

#### I. Identifying Data

A. Name of facility: Wheaton Franciscan Healthcare - Southeastern Wisconsin, Inc.  
Address: 400 West River Woods Parkway  
Milwaukee, WI 53212  
Phone: 414.465.3000

B. Type of Facility:  Hospital     Nursing Home     Community Health Agency  
 Other

C. Administrator of facility: John D. Oliverio, CEO

D. Director of Nursing Service: Sharon Baughman, Senior VP - CNO

E. School(s) of nursing utilizing the facility:  
Alverno College, Bryant & Stratton, Carrol College, Concordia University, Columbia College of Nursing, Gateway Technical College,  
Herzing College, Kaplan University, Marian University, Marquette University, Milwaukee Technical College, Milwaukee School of Engineering,  
Moraine Park Technical College, Northeast Wisconsin Technical College, UW - Wisconsin, Waukesha County Technical College, Wisconsin Lutheran College

#### II. Exhibits (*attach to report*).

- A. Copy of formal agreement signed by:
1. Administrator of facility
  2. Administrator of nursing program
- B. Copy of the position description for:
1. Registered Nurses
  2. Licensed Practical Nurses

-OVER-

# Wisconsin Department of Safety and Professional Services

III. Please respond to the following questions:

- A. Have the nursing program objectives been shared with the facility?  Yes  No  
Comments: the program and course objectives are shared with the facility
- B. Does the facility agree to cooperate in promoting the nursing program objectives?  Yes  No  
Comments: \_\_\_\_\_
- C. Are there experiences in the facility available to the students to meet clinical objectives?  Yes  No  
Comments: the experience is evaluated by the students and instructor each semester to ensure the experience is appropriate
- D. Is the practice of registered nursing in the facility within the legal scope of practice for registered nurses as defined in Chapter 441.11(4), Wisconsin Statutes? (If no, this facility may not be approved.)  Yes  No  
Comments: \_\_\_\_\_
- E. Is the practice of licensed practical nurses in the facility within the legal scope of practice for licensed practical nurses as defined in Chapter 441.11(3), Wisconsin Statutes? (If no, this facility may not be approved.)  Yes  No  
Comments: \_\_\_\_\_

IV. Report completed by:

Lorilee R. Stutte, MSN, RN

Name

Lor Stutte

Signature

(414) 410-4389

Telephone Number

Program Chair

Title

November 4, 2013

Date

lrstutte@stritch.edu

Email Address

7-10 9/12/10  
3/1/10  
(copy)

**AFFILIATION AGREEMENT FOR EDUCATIONAL PROGRAMS**

“Effective Date”:     1/12/10    

This Agreement is made and executed as of the date first written above at Milwaukee, Wisconsin, by and between **CARDINAL STRITCH UNIVERSITY**, a Wisconsin institution of higher education (the “Institution”), and **WHEATON FRANCISCAN HEALTHCARE – SOUTHEAST WISCONSIN, INC.**, an Illinois corporation (“Wheaton”), on its own behalf and on behalf of its subsidiaries, affiliates and those entities of which it is a Member.

**WITNESSETH:**

WHEREAS, the Institution administers educational curricula for various health occupations (each a “Program” and collectively the “Programs”), and seeks to provide, as part of the Program curricula, supervised experiences for the Institution students enrolled in the Programs (“Students”); and

WHEREAS, Wheaton serves patients in various health occupations through the provision of medical or other services consistent with the one or more Programs, and seeks to train future health care practitioners by providing Students with supervised experiences at its various hospitals, sub-acute care centers, outpatient facilities and other business units, subsidiaries, affiliates and entities of which Wheaton is a Member (each an “Education Setting”), consistent with the educational objectives of Students and the Institution; and

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

NOW THEREFORE, the Institution and Wheaton agree as follows:

**AGREEMENT**

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

1.1 Preparation of Students for Placement. The Institution shall assure, through qualified faculty who meet all of the requirements for their respective faculty positions at Institution, that each Student assigned to the Education Setting is adequately prepared to benefit from such assignment. Upon request, Institution shall provide Wheaton with a written description of each faculty member’s position and qualifications. A Student’s preparedness shall be measured by: (i) academic performance indicating an ability to understand what Student will observe and/or perform during the placement; and (ii) appreciation of the nature and seriousness of the work Student will observe and/or perform.

1.2 Assigning Students to the Education Setting. After receiving from the Education Setting the number of placements available for Students, the Institution shall select Students to be assigned (with the approval of the Education Setting) to the Education Setting. The Institution shall notify the Education Setting of the Students assigned to the Education Setting, and each Student's availability for participation in experiences. Upon request, Institution shall also provide Education Setting with documentation demonstrating compliance with Section 5.2 herein for each Student, in a form agreed upon by Wheaton. Such documentation shall be maintained at the Institution. Following assignment of a Student to the Education Setting and during the term of each Student's experience, the Institution shall continue to supervise each Student completing an experience on-site at Education Setting in accordance with all standards applicable to the experience as required by the National League for Nursing Accrediting Commission ("NLNAC") and/or the Commission on Collegiate Nursing Education (CCNE), the Commission on Accreditation of Allied Health Education Programs ("CAAHEP") or other applicable accrediting body of the Institution.

1.3 Educational Coordinator. The Institution shall appoint a faculty member to serve as Educational Coordinator, and shall communicate his or her name, title and telephone number to the Education Setting. The Educational Coordinator shall be responsible for overall management of the Students' educational experience, and may be assigned as Educational Coordinator for one or more Programs.

1.4 Professional Liability Insurance. The Institution shall provide or shall require each Student assigned to the Education Setting to be covered by, at no cost to the Education Setting, professional liability insurance pursuant to Section 9.3 of this Agreement. If the Institution requires a Student to purchase his or her own professional liability insurance, the Institution shall provide to the Education Setting evidence of insurance in the form of a certificate of insurance prior to the placement of such Student at the Education Setting.

1.5 Accreditation and Licensure. The Institution shall maintain, at all times during the term of this Agreement: (i) accreditation as an educational institution; (ii) all licensures and approvals from the State of Wisconsin necessary to the Program; and (iii) full and unrestricted accreditation of the Programs from an accrediting organization. The Institution shall promptly notify the Education Setting of any change in its accreditation or licensure status and shall provide Wheaton with evidence of accreditation or licensure status upon request.

1.6 Background Investigation and Disclosure. All Students who are assigned to the Education Setting shall have had a background check performed under the direction of the Institution in accordance with the Wisconsin Caregiver Background Check Law ("BID"). The BID shall include obtaining information from the Department of Justice, the Department of License and Regulations, the Department of Health and Family Services and from out-of-state agencies if the individual has lived outside of Wisconsin within the past three years. If the Student has a criminal record, the record will be evaluated by the Institution to determine if the individual is barred from performing duties at the Education Setting. Prior to placement of the Student, the Institution will notify the Education Setting in writing of any crime of which Student has been convicted so that the Education Setting may make a determination as to how substantially related the conviction(s) is to the duties the Student would be performing. The

Education Setting may refuse placement of any Student the Education Setting believes could put its patients, employees and/or visitors at risk. The Institution hereby agrees to notify the Education Setting when the Institution becomes aware that any Student on site at the Education Setting is charged with or convicted of any felony crime or is investigated by a governmental agency.

1.7 Compliance.

A. Compliance with Laws, Regulations, Policies and Standards. Institution shall require Students and faculty to: (i) abide by all relevant policies, procedures, standards and directives issued or adopted by the Education Setting and made known to Institution, Students and faculty, including, but not limited to, the Ethical and Religious Directives for Catholic Health Care Services promulgated from time to time by the National Conference of Catholic Bishops, as interpreted by the local bishop; (ii) abide by all relevant state and Federal laws; and (iii) comply with all applicable rules, regulations and standards promulgated by the Joint Commission on Accreditation of Healthcare Organizations (“JCAHO”) and made known to Institution, Students and faculty.

B. Mission, Vision and Values. Institution hereby acknowledges that it has received information from Wheaton regarding the mission, vision, and values of the Wheaton Franciscan System and agrees that in the performance of all of its obligations under the terms of this Agreement, it shall at all times conduct itself, and shall take reasonable actions to ensure that its, Students, faculty, employees and agents conduct themselves, in a manner which is consistent with said mission, vision, and values.

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

2.1 Placements. The Education Setting shall have sole discretion to determine its capacity to accept Students for placement, whether such capacity is described in terms of the number of Students on-site at any one time, the number of hours of supervision that the Education Setting can provide over a period of time, or other such description of capacity. The Education Setting shall communicate such capacity to the Institution before Students may be assigned to the Education Setting.

2.2 Site Coordinator. The Education Setting shall appoint an employee to serve as a coordinator at the Education Setting site (for purposes of this Agreement, the “Site Coordinator”), and shall communicate his or her name, title and telephone number to the Institution. The Site Coordinator shall be responsible for overall management of the Students’ experience at the Education Setting, and may be so assigned with respect to one or more Programs.

2.3 Orientation. The Education Setting shall provide the Institution with orientation materials via the Wheaton Franciscan Healthcare web site. The Education Setting shall also provide the Institution faculty with orientation to the Education Setting, including work duties, equipment and all applicable policies and procedures of the Education Setting.

2.4 Qualified Supervision of Precepted Students. For precepted students, the Education Setting shall assure that a qualified practitioner supervises each precepted Student. A practitioner shall be qualified if he or she: (i) maintains licensure or certification as appropriate for the particular Program; (ii) possesses adequate experience; (iii) demonstrates competence in the area of practice; and (iv) demonstrates interest and ability in teaching.

2.5 Student Access to the Education Setting and Patients. The Education Setting shall permit access by Students to any and all areas of the Education Setting as reasonably required to support Students' development and as permitted under Wisconsin law. These areas shall include, without limitation, patient care units, laboratories, ancillary departments, health science libraries, cafeteria and parking facilities. The Education Setting reserves the right to refuse access to any Student who does not meet, in the Education Setting's reasonable determination, its standards for safety, health or proper conduct.

2.6 Accreditation, Licensure and Eligibility. The Education Setting shall maintain, at all times during the term of this Agreement: (i) full and unrestricted accreditation; (ii) all necessary licensures and approvals from the State of Wisconsin; and (iii) if applicable, eligibility for participation in the Medicare and Medicaid programs. The Education Setting shall immediately notify the Institution of any change in the Education Settings accreditation or eligibility status.

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

2.8 Remuneration. Students may not receive remuneration for services relating to the Program and performed for or on behalf of the Education Setting.

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

3.1 Supervision and Evaluation of Students. The Institution and the Education Setting shall be jointly responsible for supervising and evaluating Students who are on-site at the Education Setting. The parties agree to, in good faith, work cooperatively to assure adequate supervision and evaluation of Students while Students are on-site at the Education Setting. Both parties shall reinforce with Students: (i) the seriousness of the service being performed at the Education Setting, including the Student's impact upon patients' wellbeing; (ii) the importance of abiding by the Education Setting rules and regulations; and (iii) the confidentiality of patient identities and medical records. The Institution shall, if the Education Setting so desires, assure prompt feedback to the Education Setting regarding Students' evaluation of their experience at

the Education Setting. The Education Setting shall assure prompt feedback to the Institution regarding Students' performance at the Education Setting.

3.2 Review and Evaluation of Affiliation. The Institution and the Education Setting agree to meet at periodic intervals to review and evaluate any and all aspects of their affiliation, and to work cooperatively to establish and maintain experiences that meet their respective objectives. This Agreement or any Addendum may be amended or modified, pursuant to Section 7 below, to reflect changes in the parties' relationship.

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

4.1 Conduct. Student shall, at all times while on the Education Setting premises, conduct himself or herself in a professional manner and shall refrain from loud, boisterous, offensive or otherwise inappropriate conduct. Student shall refrain from the improper use of alcohol or other drugs, and shall not carry any firearms or other weapons.

4.2 Policies, Rules and Regulations. Student shall abide by all policies, rules and regulations established by the Education Setting and the Institution. If a Student or faculty member fails to so abide, Education Setting shall have the right to notify the Institution that such Student(s) or faculty member shall not return to the premises unless authorized to do so by Wheaton.

4.3 Timeliness. Faculty and Student(s) shall report to the Education Setting at the assigned place and time. Student shall immediately inform the Education Setting and the Institution of Student's inability to report to the Education Setting as assigned.

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

4.5 Insurance. Students and faculty shall maintain insurance against professional liability claims as required under Section 9.3 of this Agreement.

4.6 Personal Expenses. While at the Education Setting, Student shall be responsible for Student's personal expenses such as meals, travel, medical care and incidentals.

4.7 Evaluation of Experience. Student shall, upon request of the Institution or the Education Setting or Wheaton, provide a candid, written evaluation of the experience at the Education Setting including, without limitation, preparation for the on-site experience, orientation to the Education Setting and experience and supervision at the Education Setting.

4.8 Orientation. Faculty and Students shall review and complete the Wheaton Franciscan Healthcare web-site orientation materials required by the Education Setting. The

Faculty member or preceptor will be responsible for orientation of his/her student or clinical group to Wheaton Franciscan Healthcare utilizing the materials included on the web site prior to the first clinical day. Faculty or preceptor are also responsible for student orientation to the department and all Wheaton Franciscan Healthcare and site/unit policies, procedures, equipment, and documentation. Faculty or preceptor shall ensure that documentation demonstrating compliance with the requirements as describe in this Section 4.8 and as outlined per the policy of Education Setting is completed by all Faculty and Student(s) and submitted to Education Setting. Faculty and Student(s) will immediately inform the Education Setting and the Institution of Faculty and Student(s) inability to comply with requirements or acknowledgements as required on the Wheaton Web-site Orientation.

4.9 Qualified Supervision. Faculty shall be a qualified practitioner and ultimately be responsible for supervision of clinical groups of Students. Faculty shall be qualified if he or she: (i) maintains licensure or certification as appropriate for the particular Program; (ii) possesses adequate experience; (iii) demonstrates competence in the area of practice; and (iv) demonstrates interest and ability in teaching. The student to practitioner ratio shall not exceed a ratio determined to be unreasonable by the Institution or Wheaton, but in no event shall the student to practitioner ratio exceed one to eight, unless otherwise requested and approved by Education Setting.

## 5. FACULTY AND STUDENT HEALTH POLICIES

5.1 Emergency Medical Services. If a Student, the Educational Coordinator or a faculty member is injured or becomes ill while at the Education Setting, the Education Setting shall provide emergent or urgent medical care as appropriate, consistent with the Education Setting's capability and policies. Student, the Educational Coordinator or a faculty member shall bear financial responsibility for charges associated with said treatment.

5.2 Institution and Education Setting Policies. Each Student and faculty member shall be required to comply with reasonable health policies of the Education Setting including, but not limited to, certifying that he or she has received, prior to reporting to Education Setting, a physical examination, are free from communicable disease, including tuberculosis (as documented by a negative skin test or negative chest x-ray, dated after skin test conversion, and are free of signs and symptoms of tuberculosis); have documented immunity to rubella (positive titer) or shown evidence of immunization; demonstrated immunity to mumps (positive titer) or shown evidence of immunization for mumps which meets ACIP definition of immunity (MMWR, June 9, 2006 / 55(22); 629-630); have documented immunity to rubeola (positive titer) or shown evidence of immunization for rubeola which meets ACIP definition of immunity (MMWR, May 22, 1998, vol. 47, no RR-8); have documented immunity to varicella (positive titer), shown evidence of immunization or report a prior history of varicella; have been advised of the risks of hepatitis and have either signed a waiver or have begun the hepatitis B vaccination series, or, in the alternative, have completed the appropriate declination of immunization form, notice of which is provided to the Education Setting.

A. Rubeola immunity (MMWR, May 22, 1998, vol 47, no RR-8):

(1) Documented administration of 2 doses of live measles virus vaccine, the first dose given on or after the first birthday. The second dose administered no earlier than 1 month after the first dose.

(2) Laboratory evidence of immunity.

(3) Documentation of physician-diagnosed measles.

B. Rubella immunity:

(1) Documented administration of 1 dose of live measles virus vaccine, the first dose given on or after the first birthday.

(2) Laboratory evidence of immunity.

(3) Documentation of physician-diagnosed rubella is NOT considered evidence of immunity.

C. Mumps immunity (MMWR, June 9, 2006 / 55(22); 629-630):

(1) Documented administration of 2 dose of live mumps virus vaccine, the first dose given on or after the first birthday. The second dose administered no earlier than 1 month after the first dose.

(2) Laboratory evidence of immunity.

(3) Documentation of physician-diagnosed mumps.

5.3 OSHA Policies. The Institution shall instruct Students and faculty regarding General Infection Control (hand washing, etc.), information outlined in the OSHA Bloodborne Pathogens Standard (standard/universal precautions, hepatitis B vaccination etc.), and the CDC Tuberculosis guidelines (epidemiology, signs/symptoms, practices to prevent transmission, etc.). The Education Setting shall instruct Students and faculty regarding additional precautions, procedures and practices that it expects of Students or faculty while at the Education Setting.

## 6. TERM AND TERMINATION

6.1 Initial and Renewal Term. Subject to Section 6.2 below, this Agreement shall be effective as of the date set forth above ("Effective Date") and shall continue for an initial term of one academic or Program year. Thereafter, this Agreement shall automatically renew and continue in full force and effect for any and all periods during which any Student in a Program is placed, at and accepted by the Education Setting. Notwithstanding the foregoing, either party may choose not to renew this Agreement by providing the other with not less than sixty (60) days' written notice of its intent not to renew at the end of then-current Program. In the event that either party's non-renewal of this Agreement disrupts the experience of any Student(s) in a Program, the Agreement shall remain in full force and effect and the Student's

experience shall continue until such time as this Agreement may expire without disruption of said Student(s)' experience. During any time period in which notice of non-renewal has been given and existing Students are completing the Program, no new Student may be admitted to the Program and placed at the Education Setting.

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

A. By Mutual Agreement. The Institution and the Education Setting may terminate this Agreement at any time on any terms to which they agree in writing.

B. For Cause. In the event the Institution or the Education Setting fails in any substantial manner to perform as required herein, this Agreement may be terminated as described below:

(1) Either party may terminate this Agreement at any time, upon material breach of any of its provisions by the other party; provided, however, that not less than thirty (30) days prior to termination, written notice shall be given by the non-breaching party to the breaching party that states the intention of the non-breaching party to terminate this Agreement, the nature of the material breach giving rise to termination, and shall permit the breaching party reasonable opportunity to cure such material breach during said thirty (30) day period.

(2) If the material breach is not resolved to the satisfaction of the non-breaching party during the thirty (30) day period as provided in B.(1) above, the non-breaching party shall immediately give the breaching party written notice of termination of the Agreement.

(3) In the event that termination of the Agreement by the Education Setting pursuant to this Section 6.2 (B) disrupts the experience of any Student(s) in a Program the parties shall attempt, in good faith and using their best efforts, to continue Students' experiences and this Agreement in full force and effect until such time as this Agreement may expire without disruption of said Students' experience. During any time period in which notice of termination has been given and existing Students are completing the Program, no new Student may be admitted to the Program and placed at the Education Setting.

C. Immediate Termination. The Institution may immediately terminate this Agreement and any and all addenda or amendments if the Education Setting fails to maintain full and unrestricted accreditation, licensure and, if applicable, eligibility as required under Section 2.6 of this Agreement. The Education Setting may terminate this Agreement immediately upon written notice to the Institution if the Institution fails to maintain full and unrestricted

accreditation and licensure as required under Section 1.5 of this Agreement. In addition, the Education Setting may also terminate student placements for any Program if the Institution fails to maintain full and unrestricted accreditation with respect to said Program as required. Additionally, Wheaton may terminate this Agreement immediately upon written notice to Institution if it determines, in its reasonable discretion, that Institution is not administering the Program at a sufficiently high quality level such that Students' are not adequately prepared for the experience at Education Setting.

6.3 Effect of Termination. Upon termination of this Agreement, no party shall have any further obligation hereunder except for obligations accruing under the terms of this Agreement prior to the date of termination.

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

## 8. INDEMNIFICATION AND LIABILITY

8.1 The Institution. The Institution shall indemnify, defend and hold harmless the Education Setting, its governing board, officers, employees and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by the Institution or any of its employees.

8.2 The Education Setting. The Education Setting shall indemnify, defend and hold harmless the Institution, its governing board, officers, faculty, employees and agents from and against any and all liabilities, claims, losses, lawsuits, judgments, and/or expenses including attorney fees, arising, either directly or indirectly, from any act or failure to act by the Education Setting or any of its employees, agents, medical residents or members of its medical staff that may occur during or that may arise out of this Agreement.

8.3 Costs. In the event each party is found to be at fault, then each shall bear its own costs and attorney fees and its proportionate share of any judgment or settlement based on its percentage of fault, as determined by a procedure established by the parties.

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

## 9. INSURANCE.

9.1 The Institution. The Institution shall maintain in full force and effect, at no cost to the Education Setting, general liability insurance to insure its faculty, officers, employees and agenda from liability arising out of the activities to be performed by this Agreement, with limits of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate per year.

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

9.3 Students. The Institution shall either maintain in full force and effect, at no cost to the Education Setting, incidental medical malpractice insurance to insure students from liability with limits of not less than Four Hundred thousand dollars (\$400,000.00) per occurrence and One million dollars (\$1,000,000.00) in the aggregate per year or require it's students to maintain such insurance. This incidental medical malpractice insurance provides coverage for bodily injury arising out of the rendering of or failure to render professional health care services. Students are insured if they are participating in a supervised internship program in satisfaction of curriculum requirements, but only while performing services or activities within the scope of the internship. Evidence of such insurance shall be provided to the Education Setting. Evidence of such insurance shall be provided to the Education Setting upon request.

10. DISPUTE RESOLUTION. Any dispute arising under or in any way related to this Agreement that is not resolved by agreement of the Institution and the Education Setting may be submitted by either party to binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The parties agree that such arbitration shall result in a final and binding award in the State of Wisconsin, and may be judicially enforced. Each party shall bear its own arbitration costs and expenses, unless otherwise determined by the arbitrator.

11. NOTICES AND COMMUNICATION

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

If to the Institution:

CARDINAL STRITCH UNIVERSITY  
6801 North Yates Road  
Milwaukee, WI 53217  
Attn: Dr. Ruth Waite

If to the Education Setting:

WHEATON FRANCISCAN HEALTHCARE  
400 West River Woods Parkway  
Milwaukee, WI 53212  
Attn: Brenda Bowers

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

11.2 Other Communications. Communications, other than notices as described in Section 12.1 above, whether written or oral, shall be directed to the appropriate Institution Dean or the Education Setting Site Coordinator or to other such person as a party from time to time may have designated to the other party.

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

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

14. INVALID PROVISION. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

15. ASSIGNMENT. No assignment by a party of this Agreement or its rights and responsibilities hereunder shall be valid without the specific written consent of the other party.

16. RELATIONSHIP OF PARTIES. The Institution, Wheaton and the Education Setting, including their respective agents and employees, shall be, at all times, independent contractors of the other. Nothing in this Agreement is intended or shall be construed to create a joint venture relationship, a partnership, a lease, or a landlord/tenant relationship. Should any governmental agency question or challenge the independent contractor status of the Institution, the Education Setting or their employees, both the Institution and the Education Setting, upon receipt by either of them of notice, shall promptly notify the other party and afford the other party the opportunity to participate in any government agency discussion or negotiations, irrespective of whom or by whom such discussions are initiated.

## 17. CONFIDENTIALITY OF RECORDS

17.1 Student Records. The Institution and the Education Setting acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA") and that, generally, student permission must be obtained before releasing specific student data to anyone other than the Institution. The Institution agrees to provide the Education Setting with guidance with respect to compliance with FERPA.

17.2 Patient Health Care Records. The Institution and the Education Setting acknowledge that patient health care records are protected under Sections 146.82 and 51.30, of the Wisconsin Statutes and by the Health Insurance Portability and Accountability Act ("HIPAA"), and that, generally, the informed consent of the patient (or person authorized by the patient) must be obtained before disclosing information from patient health care records. The

Education Setting agrees to provide Students and the Institution with guidance with respect to compliance with these statutes and regulations.

17.3 Confidentiality of Terms. The parties agree that the terms and conditions of this Agreement are confidential and shall not be disclosed to third parties by either party without the express written consent of the other party. For purposes of this Agreement, the term "third party" includes any person or entity except (i) the parties to this Agreement; (ii) any employee or agent of a party to this Agreement who has a reasonable need to know of this Agreement's existence and/or its terms; or (iii) governmental entities or persons who have obtained a lawful subpoena or court order for purposes of a lawfully conducted audit by a governmental agency.

17.4 Confidential Information. Institution acknowledges that, it and its Students may gain knowledge and information about Education Setting's patient bases, referral sources, finances, financial status, fee schedules, business operation, business plans, contract and arrangements with individuals, employers, other providers, health plans and payers, and their marketing and development plans and other proprietary information (collectively referred to as "Confidential Information"), the confidential nature of which is of great importance to Education Setting, and disclosure to or use of which by a competitor would result in serious damage to Education Setting. Accordingly, Institution shall not, and shall ensure that Students do not, divulge or disclose to any other person, firm, or organization, any Confidential Information acquired by Institution or any Students in the performance of services as an independent contractor of Education Setting unless such information is in the public domain or known by third parties to which Education Setting intends to make any otherwise prohibited disclosure or use.

18. NON-DISCRIMINATION. The Institution and the Education Setting shall not unlawfully discriminate against any individual on the basis of race, creed, color, sex, religion, age, disability or national origin, and shall comply with all anti-discriminatory laws and policies promulgated by the Institution and to which the Institution is subject.

19. WAIVER. 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.

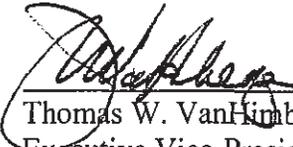
20. ENTIRE AGREEMENT. This Agreement, together with one or more addenda attached (or that later may be attached) hereto, constitutes the entire agreement between the parties and contains all the agreements between the parties with respect to the subject hereof. This Agreement supercedes any and all other agreements, in writing or oral, between the parties hereto with respect to the subject matter thereof.

21. AUTHORITY TO SIGN. Each party represents and warrants that the individual signing on its behalf is its legal representative and is authorized to enter into this Agreement.

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

**CARDINAL STRITCH UNIVERSITY**

**WHEATON FRANCISCAN  
HEALTHCARE – SOUTHEAST  
WISCONSIN, INC.**

By:   
Thomas W. VanKimbergen  
Executive Vice-President/  
Chief Financial Officer  
Cardinal Stritch University

By:   
Brenda J. Bowers  
SVP-Organizational Change/  
Leadership Performance

Date: 1-12-10

Date: 8-10-10

# Wheaton Franciscan Healthcare

## Job Description

**Mission:** *Wheaton Franciscan Healthcare is committed to living out the healing ministry of Jesus by providing exceptional and compassionate health care service that promotes the dignity and well-being of the people we serve.*

**Job Title:** RN I, II, III, IV-Patient Care Coordinator  
 RN I, II, III, IV-Patient Care Coord-IFS Pool A,B,C,D  
 Graduate Nurse-Patient Care Coord  
 RN I, II, III, IV-Patient Care Coord-Wknd  
 RN II, III, IV-Patient Care Coord-SST1-SSTM  
 RN II, III, IV-Patient Care Coord-Wknd-SST1-SSTM  
 RN-Patient Care Coord-In House<2  
 RN-Patient Care Coord-In House>2

**Job Code:** 35325, 35326, 35327, 35328, 35130, 35131, 35132, 35133, 35134, 35135, 35136, 35137, 35138, 35139, 35140, 35141, 35142, 35143, 35144, 35145, 35320, 35147, 35148, 35149, 35150, 35151, 35152, 35153, 35154, 35155, 35156, 35157, 35158, 35159, 35161, 35162, 35163, 35560, 35561

**Effective Date:**

**Date of Last Revision:** 1/12, 3/11, 3/09, 4/07, 3/04

**Organization:** Choose org that incumbent will be employed by. If the description applies to more than one org, choose all that apply.

WFH SE WI-Racine	Select if applicable
Select if applicable	Select if applicable
Select if applicable	Select if applicable

**Department Name:** Patient Care Services

**Dept#:** Varies

**Location(s) Served:** WFH - Racine

**Reports to (title):** Clinical Nurse Manager

**No. of Direct Reports:** None

**Title(s) of Direct Reports:**

**Position Summary** *(in one or two sentences, describe primary purpose of job):*

The Patient Care Coordinator is a graduate nurse or a registered nurse. The Patient Care Coordinator is responsible to provide care in accordance with the American Nurses Association Standards of Practice and other standards established by profession/professional groups, regulating bodies/agents. Nursing care will be delivered in accordance with the Standards of Care/Practice and the Tenets of Care.

The Patient Care Coordinator is responsible for the provision and coordination of nursing care to include the collection and analysis of assessment data in determining nursing diagnosis, identification of expected outcomes and development of plan of care in collaboration with the patient/family and other interdisciplinary team members as appropriate. The Patient Care Coordinator identifies interventions to attain expected outcomes, implements the interventions identified in the plan of care, evaluates the progress of the patient/family toward attainment of outcomes, and documents the process. This care includes sensitivity to age specific and unique needs of the patient/family.

The Patient Care Coordinator promotes and evaluates the effective functioning of the health care team. The Patient Care Coordinator collaborates with health care team members to meet the identified needs of the patient/family throughout the episode of care. The Patient Care Coordinator delegates tasks and activities as appropriate.

**Principal Accountabilities and Essential Functions of the Job**

*(List in order of importance and percent of time; describe what must be accomplished, not how it must be done):*

**Major Areas of Responsibility/Essential Function**

**% of Time**

Coordinates the provision of care for patients.

- Obtains and interprets initial and ongoing systematic patient/family assessment data, incorporating information from other appropriate sources.
- Uses patient/family assessment data to formulate relevant nursing diagnoses.

70%

<ul style="list-style-type: none"> <li>• Collaborates with patient/family/significant others(s) and interdisciplinary team members to mutually formulate realistic and measurable outcomes derived from the diagnoses on the care plan.</li> <li>• Collaborates with the patient/family/significant others (s) and interdisciplinary team members to develop an individualized plan of care to include learning needs.</li> <li>• Implements and actions interventions identified in the plan of care with consideration for patients' needs across the life span.</li> <li>• Systematically evaluates and documents patient's progress based on expected outcomes and ongoing basis as identified in the patient's plan of care.</li> </ul>	
<p>Coordinates the healthcare team.</p> <ul style="list-style-type: none"> <li>• Collaborates with the health care team, shift to shift, discipline to discipline, site to site, in the organization of tasks and activities for the patient's care from admission to discharge according the plan of care.</li> <li>• Delegates appropriate tasks/activities commensurate with educational preparation and demonstrated abilities of the persons supervised.</li> <li>• Communicates effectively with patients/families and other members of the health care team.</li> <li>• Promotes the professional development of self and team members.</li> <li>• Participates in quality improvement efforts.</li> <li>• Analyzes clinical situations in a systematic way and acts to obtain resources or correct problems to best meet the patient's health care needs.</li> <li>• Demonstrates team behaviors to support the effectiveness of the health care team and provides feedback to team members as appropriate.</li> </ul>	25%
Meets all mandatory inservices and continuing education requirements	5%
<p><b>WFH Values</b></p> <ul style="list-style-type: none"> <li>• Demonstrates a visible working style, acts in a manner that is consistent with and shows commitment to the WFH Values</li> </ul>	N/A

<p><b>Education and Experience:</b> (Check the <u>minimum</u> requirements for education and experience for this position.)</p> <p><b>Required Education</b> (Check one box)</p> <p><b>Preferred Education</b> (Check additional box(es) with "preferred" in explanation field)</p>		<p><b>Experience Level</b> (Check appropriate box(es))</p>	
<input type="checkbox"/>	Basic Skill Set	<input checked="" type="checkbox"/>	0 – 2 years -
<input type="checkbox"/>	High School or Equivalent (GED)	<input type="checkbox"/>	3 – 4 years -
<input type="checkbox"/>	High School plus specialized training (min. 6 months – 2 years):	<input type="checkbox"/>	5 – 7 years -
<input type="checkbox"/>		<input type="checkbox"/>	8 – 10 years -
<input checked="" type="checkbox"/>	Associate Degree: Nursing	<input type="checkbox"/>	10 - 15 years -
<input type="checkbox"/>	Bachelors Degree:	<input type="checkbox"/>	> 15 years -
<input type="checkbox"/>	Masters Degree:	<p><b>Knowledge, Skills &amp; Abilities required:</b> (i.e. supervision, computers, etc.)</p> <ul style="list-style-type: none"> <li>• Flexibility in scheduling to meet the twenty four (24) hour needs of the patients.</li> <li>• Possess organizational, problem-solving, and critical thinking skills.</li> <li>• Ability to utilize effective and confidential communication in patient, interdisciplinary, and staff relationships.</li> <li>• Maintains stable performance levels under conditions of pressure and multiple demands.</li> </ul>	
<input type="checkbox"/>	PhD:		
<input type="checkbox"/>	MD/DO		
<input type="checkbox"/>	Other:		
<p><b>Certification/Licensure Required for Job:</b> (list any licenses or certifications required for the job) Current Wisconsin licensure or Graduate Nurse holding temporary licensure and awaiting regular licensure. Maintains current Health Care Provider Basic Life Support card</p>		<p><b>Competencies Required:</b> (list number and title of competencies required)</p> <p>For Acute Care: NOCI5028 Nursing-Acute Care Competency Based Orientation Tool</p> <p>For Long Term Care: NOCI5041 LTC Nursing (RN-LPN) Competency Based Orientation Tool</p>	

1. **Age Category of Patients Served:** *(check appropriate box)*  
 Not Applicable       See Department/Unit Job Competencies

2. **Potential exposure to blood and body fluids:** Select applicable category.

**Category I** – Performs tasks which involve exposure to blood, body fluid, or tissue.

**Category II** – Performs tasks which involve no exposure to blood, body fluid, or tissue, but may perform unplanned Category I tasks.

**Category III** – Performs tasks that involve no exposure to blood, body fluid, or tissue.

3. **Equipment Operated:**  
 Standard patient care equipment

4. **Physical Activity:** *(Check all that apply)*

Activity	N/A	0-25%	26-75%	76-100%	Avg. lbs.
Lift/Carry	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	50-100 lbs
Push/Pull	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	300lbs
Reach Overhead	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Comments:</b>
Climb	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Squat/Bend/Kneel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Sit	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Stand	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Walk/Move About	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

5. **Working Conditions:** *Describe the environment and fill in appropriate information (i.e., temperature, noise, chemicals, or hazardous materials/waste handled or present)*  
 Indoor, low noise level

*The most significant duties have been included in this description. Other duties may be assigned as necessary. The facility reserves the right to modify this job description as needed to accurately reflect the duties assigned.*

**Pay & Performance Management Use Only**

<b>Reviewed by:</b> Chris Bromley, Comp & Benefit Spec	<b>Date:</b> 1/12
<b>FLSA Status:</b> <input checked="" type="checkbox"/> Non-Exempt <input type="checkbox"/> Exempt	<b>HRIS Job Title:</b> RN I, II, III, IV
<b>Comments:</b>	

# Wheaton Franciscan Healthcare

## Job Description

**Mission:** *Wheaton Franciscan Healthcare is committed to living out the healing ministry of Jesus by providing exceptional and compassionate health care service that promotes the dignity and well-being of the people we serve.*

**Job Title:** RN I, II, III, IV  
 RN Pool A, B, C  
 RN Pool A, B, C – CCD - North  
 RN Wknd I, II, III, IV – Day, PM, NOC

**Job Code:** 35251, 35252, 35253, 35325, 35500, 35501, 35504, 35508, 35509, 35511, 35512, 35579, 35326, 35514, 35515, 35517, 35518, 35522, 35523, 35525, 35526, 35581, 35327, 35529, 35530, 35533, 35534, 35536, 35537, 35539, 35540, 35583, 35584, 35585, 35328, 35542, 35543, 35554, 35261, 35262, 35263

**Effective Date:** 03/03

**Date of Last Revision:** 03/12

**Organization:** Choose org that the position will be budgeted in. If the description applies to more than one org, choose all that apply.

WFH St. Joseph	Select if applicable
Wisconsin Heart Hospital	Select if applicable
Select if applicable	Select if applicable

**Department Name:** Various

**Dept#:** Various

**Location(s) Served:** WFH - St. Joseph, The Wisconsin Heart Hospital

**Reports to (title):** Nurse Director

**No. of Direct Reports:** None

**Title(s) of Direct Reports:** None

**Position Summary** *(in one or two sentences, describe primary purpose of job):*

Assesses, plans, implements and evaluates patient/family needs and nursing care; provides for the health educational needs of families, manages patient care assignments, demonstrates professional/clinical competency, and practices within the Code of Ethics for nurses and the Standards of Nursing Practice. The registered nurse will collaborate with Unit Leadership and other disciplines within the care team and coordinate patient assessment, develop/monitor outcomes, implement plan of care and evaluate outcomes and monitor variances to ensure quality patient care. The registered nurse will delegate patient care responsibilities appropriately to licensed and unlicensed members of the health care team and maintain accountability for the quality of care.

**Principal Accountabilities and Essential Functions of the Job**

*(List in order of importance and percent of time; describe what must be accomplished, not how it must be done):*

**Major Areas of Responsibility/Essential Function**

**% of Time**

Refer to Clinical Nursing Advancement Tool (Clinical Ladder) for specifics of CN level I-IV	
Adheres to the Standards of Professional Performance	50
Standards of Nursing Practice	50
WFH Values •Demonstrates a visible working style, acts in a manner that is consistent with and shows commitment to the WFH Values	n/a

**Education and Experience:** *(Check the minimum requirements for education and experience for this position.)*

**Required Education** *(Check one box)*

**Preferred Education** *(Check additional box(es) with "preferred" in explanation field)*

**Experience Level** *(Check appropriate box(es))*

<input type="checkbox"/>	Basic Skill Set	<input checked="" type="checkbox"/>	0 – 2 years - CN I or CN II
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<input type="checkbox"/>	High School or Equivalent (GED)	<input checked="" type="checkbox"/>	3 – 4 years - CN III -CN IV
<input type="checkbox"/>	High School plus specialized training <i>(min. 6 months – 2 years):</i>	<input checked="" type="checkbox"/>	5 – 7 years - CN IV
		<input type="checkbox"/>	8 – 10 years -
<input checked="" type="checkbox"/>	Associate Degree: Nursing	<input type="checkbox"/>	10 - 15 years -
<input checked="" type="checkbox"/>	Bachelors Degree: Nursing	<input type="checkbox"/>	> 15 years -
<input type="checkbox"/>	Masters Degree:	<b>Knowledge, Skills &amp; Abilities required:</b> <i>(i.e. supervision, computers, etc.)</i> 1. Strong interpersonal skills for positive and effective interaction with patients, visitors, physicians, and the health care team. 2. Good organization, delegation and communication skills to facilitate efficient patient care 3. Strong demonstrated ability in assessment, analytical decision making, and critical thinking. 4. Leadership ability and communication skills. 5. Familiarity with PC's and computer systems and tools or demonstrated ability to learn. 6. See Clinical Ladder for specific requirements.	
<input type="checkbox"/>	PhD:		
<input type="checkbox"/>	MD/DO		
<input checked="" type="checkbox"/>	Other:		
<b>Certification/Licensure Required for Job:</b> <i>(list any licenses or certifications required for the job)</i> Current licensure in the State of Wisconsin Graduation from an accredited nursing program, either with Associates degree or Bachelor degree. BLS certification required. ACLS and PALS certification required in designated care areas.		<b>Competencies:</b> <i>(list number and title of competencies)</i> Varies by patient care area. See unit specific Competency Based Orientation Tool or Annual Competency Checklist .	

1. **Age Category of Patients Served:** *(check appropriate box)*  
 Not Applicable       See Department/Unit Job Competencies

2. **Potential exposure to blood and body fluids:**    Select applicable category.

**Category I** – Performs tasks which involve exposure to blood, body fluid, or tissue.

**Category II** – Performs tasks which involve no exposure to blood, body fluid, or tissue, but may perform unplanned Category I tasks.

**Category III** – Performs tasks that involve no exposure to blood, body fluid, or tissue.

3. **Equipment Operated:**

Computers, printers, dynamap, blood glucose monitor, IV and enteral feeding pumps.

4. **Physical Activity:** *(Check all that apply)*

Activity	N/A	0-25%	26-75%	76-100%	Avg. lbs.
Lift/Carry	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	50-100
Push/Pull	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	50-100
Reach Overhead	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Comments:</b>
Climb	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Squat/Bend/Kneel	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Sit	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Stand	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Walk/Move About	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

5. **Working Conditions:** *Describe the environment and fill in appropriate information (i.e., temperature, noise, chemicals, or hazardous materials/waste handled or present)*

Performs duties that may involve exposure to hazardous substances and is subject to normal risks associated with handling of narcotics. In patient care areas, may perform or demonstrate patient care tasks which may expose the

clinical nurse to infectious or communicable disease, or possibility of injury from irrational or confused patients and visitors or from instruments or equipment.

*The most significant duties have been included in this description. Other duties may be assigned as necessary. The facility reserves the right to modify this job description as needed to accurately reflect the duties assigned.*

**Pay & Performance Management Use Only**

<b>Reviewed by:</b> Chris Bromley	<b>Date:</b> 3/12
<b>FLSA Status:</b> <input checked="" type="checkbox"/> Non-Exempt <input type="checkbox"/> Exempt	<b>HRIS Job Title:</b> RN I, II, III, IV
<b>Comments:</b>	

# Wheaton Franciscan Healthcare

## Job Description

**Mission:** *Wheaton Franciscan Healthcare is committed to living out the healing ministry of Jesus by providing exceptional and compassionate health care service that promotes the dignity and well-being of the people we serve.*

<b>Job Title:</b> Licensed Practical Nurse (LPN); LPN-Weekend; LPN-SSTM; LPN-CSST; LPN-In House	<b>Job Code:</b> 45110; 45489; 45504; 45505; 45511
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Effective Date: 4/98	Date of Last Revision: 7/13, 4/13, 7/09, 10/01
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**Organization:** Choose org that the position will be budgeted in. If the description applies to more than one org, choose all that apply.

WFH SE WI-Racine	Select if applicable
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Select if applicable	Select if applicable
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Select if applicable	Select if applicable
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Department Name: Patient Care Services, Lakeshore Manor, Mental Health & Addition Care	Dept#:
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Location(s) Served: WFH-Racine	Reports to (title): Clinical Manager or Designee; Clinical Supervision by Registered Nurse
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No. of Direct Reports: n/a	Title(s) of Direct Reports: n/a
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**Position Summary** *(in one or two sentences, describe primary purpose of job):*

As a member of the patient care team, the Licensed Practical Nurse (LPN), with direction from the Registered Nurse, supports the provision of nursing care. The LPN has both team member responsibilities, direct and indirect patient care responsibilities that require judgment, accountability, and follow through. The LPN performs delegated acts of patient care under the specific direction of the Registered Nurse and based upon the plan developed and directed by the Registered Nurse. The LPN delivers care that is sensitive to the unique needs of the ages served by the department. The LPN also assists with tasks necessary for the general organization and operation of a department.

**Principal Accountabilities and Essential Functions of the Job**

*(List in order of importance and percent of time; describe what must be accomplished, not how it must be done):*

**Major Areas of Responsibility/Essential Function**

**% of Time**

<p>A. Under the direction of the RN, provides basic direct and indirect care to patients according to ASH standards of care, policies and procedures in accordance with the WI Standards of Practice for Licensed Practical Nurses</p> <ol style="list-style-type: none"> <li>1. Collects comprehensive patient physical, psychosocial and spiritual data utilizing observations and interview techniques and documents comprehensive, objective data appropriately.</li> <li>2. Records nursing care given and reports to the appropriate person changes in the condition of the patient</li> <li>3. Responds to changes in patient status by utilizing resources and reports any changes in patient condition to the RN or designated healthcare provider as appropriate.</li> <li>4. Follows plan of care in a comprehensive and cost effective manner.</li> <li>5. Performs procedures and therapies in the care of the patient.</li> <li>7. Assists the RN with admitting, transferring, and discharging patients.</li> <li>8. Maintains a safe environment for the patient, families, staff, and self.</li> </ol> <p>9. Administers medications in accordance with WFH-ASH policy and procedures within State of Wisconsin Department of Regulation and Licensing standards</p> <ol style="list-style-type: none"> <li>10. Accepts delegated tasks related to IV therapy, based on validated competency.</li> <li>11. In Long Term Care facilities functions as a charge nurse and accepts responsibility and accountability for caregivers on assigned unit, including coordinating the work of the healthcare team, as appropriate.</li> <li>12. Organizes work to complete delegated assignments on time.</li> </ol>	80
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<p>B. Completes other unit-related services</p> <ol style="list-style-type: none"> <li>1. Maintain unit supplies, equipment, and inventory</li> <li>2. Reports any unit deficiencies to unit leader.</li> </ol>	10
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<p>C. Participates in unit activities as a responsible team member;</p> <ol style="list-style-type: none"> <li>1. Demonstrates the ability to work collaboratively with other team members.</li> <li>2. Participates in problem solving patient care issues with other team members.</li> <li>3. Accepts responsibility for the completion of all delegated work</li> <li>5. Participate in departmental, quality, education and service improvement activities.</li> <li>6. Communicates effectively with other health care team members.</li> <li>7. Promotes the development of self and team members.</li> <li>8. Participates in unit-based Service Excellence initiatives.</li> <li>9. Demonstrates positive guest relations towards all customers and initiates service recovery as needed.</li> </ol>	10
<p>WFH Values</p> <ul style="list-style-type: none"> <li>• Demonstrates a visible working style, acts in a manner that is consistent with and shows commitment to the WFH Values</li> </ul>	n/a

**Education and Experience:** (Check the minimum requirements for education and experience for this position.)

**Required Education** (Check one box)  
**Preferred Education** (Check additional box(es) with "preferred" in explanation field)      **Experience Level** (Check appropriate box(es))

<input type="checkbox"/>	Basic Skill Set	<input checked="" type="checkbox"/>	0 – 2 years - Minimum of one (1) year experience as an LPN preferred
<input type="checkbox"/>	High School or Equivalent (GED)	<input type="checkbox"/>	3 – 4 years -
<input checked="" type="checkbox"/>	High School plus specialized training <i>(min. 6 months – 2 years); nursing school to obtain LPN licensure</i>	<input type="checkbox"/>	5 – 7 years -
<input type="checkbox"/>	Associate Degree:	<input type="checkbox"/>	8 – 10 years -
<input type="checkbox"/>	Bachelors Degree:	<input type="checkbox"/>	10 - 15 years -
<input type="checkbox"/>	Masters Degree:	<input type="checkbox"/>	> 15 years -
<input type="checkbox"/>	PhD:	<p><b>Knowledge, Skills &amp; Abilities required:</b> (i.e. supervision, computers, etc.)</p> <ol style="list-style-type: none"> <li>1. Math &amp; english skills equivalent to a high school level of education.</li> <li>2. Ability to maintain a high level of confidentiality.</li> <li>3. Must be detail-oriented and possess organizational, problem-solving, and critical thinking skills.</li> <li>4. Ability to utilize effective verbal and written communication and work independently.</li> <li>5. Ability to organize work and activities effectively to meet the needs of a fast paced environment of health care.</li> <li>6. Accepts delegation effectively and delegates to others appropriately.</li> <li>7. Basic computer skills and comfortable with multiple computer programs and learning new programs.</li> </ol>	
<input type="checkbox"/>	MD/DO		
<input type="checkbox"/>	Other:		
<p><b>Certification/Licensure Required for Job:</b> <i>(list any licenses or certifications required for the job)</i> Graduate of a state accredited school of practical nursing and holding current Wisconsin Licensure, Heart Savers or Basic Life Support certification.</p>		<p><b>Competencies:</b> (list number and title of competencies) Appropriate sections related to LPN scope of practice and patient population in: NOCI5028 Nursing-Acute Care Competency Based Orientation Tool and/or NOCI5035 Acute Care PCA-RCA Competency Based Orientation (CBO) Tool</p>	

1. **Age Category of Patients Served:** (check appropriate box)

Not Applicable       See Department/Unit Job Competencies

2. **Potential exposure to blood and body fluids:** Select applicable category.

**Category I** – Performs tasks which involve exposure to blood, body fluid, or tissue.

**Category II** – Performs tasks which involve no exposure to blood, body fluid, or tissue, but may perform unplanned Category I tasks.

**Category III** – Performs tasks that involve no exposure to blood, body fluid, or tissue.

3. **Equipment Operated:**  
 Computer, blood glucose machine, patient lift devices, electronic scales, and electronic vital sign monitors.

4. **Physical Activity:** (Check all that apply)

Activity	N/A	0-25%	26-75%	76-100%	Avg. lbs.
Lift/Carry	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	up to 50lbs
Push/Pull	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	up to 50lbs
Reach Overhead	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<b>Comments:</b>
Climb	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Squat/Bend/Kneel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Sit	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Stand	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Walk/Move About	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

5. **Working Conditions:** Describe the environment and fill in appropriate information (i.e., temperature, noise, chemicals, or hazardous materials/waste handled or present)

Performs duties that may involve exposure to hazardous substances. Works in patient care areas which is a fast-paced environment. May be exposed to infectious or communicable disease while performing or demonstrating direct patient care tasks. Exposure to the possibility of injury from compromised patients and visitors, or from instruments and equipment.

*The most significant duties have been included in this description. Other duties may be assigned as necessary. The facility reserves the right to modify this job description as needed to accurately reflect the duties assigned.*

**Pay & Performance Management Use Only**

<b>Reviewed by:</b> Chris Bromley	<b>Date:</b> 7/13
<b>FLSA Status:</b> <input checked="" type="checkbox"/> Non-Exempt <input type="checkbox"/> Exempt	<b>HRIS Job Title:</b> LPN
<b>Comments:</b>	

# Wisconsin Department of Safety and Professional Services

Mail To: P.O. Box 8935  
Madison, WI 53708-8935

FAX #: (608) 266-2602  
Phone #: (608) 266-2112

1400 E. Washington Avenue  
Madison, WI 53703

E-Mail: [web@dsps.wi.gov](mailto:web@dsps.wi.gov)  
Website: <http://dsps.wi.gov>

## BOARD OF NURSING

### CLINICAL FACILITY SELECTION

Completion of this form is required for each clinical facility in order to apply for authorization to admit students. This form shall be completed, kept on file in the school of nursing office, and made available to the Board upon request for all clinical facilities utilized by the nursing program (Ch. N 1.06 (3) (f), Wis. Admin. Code).

#### I. Identifying Data

A. Name of facility: Columbia St. Mary's, Inc.  
Address: 2334 E North Avenue  
Milwaukee, WI 53202  
Phone: (414) 291-1000

B. Type of Facility:  Hospital  Nursing Home  Community Health Agency  
 Other

C. Administrator of facility: Mark Taylor, FACHE, President & CEO

D. Director of Nursing Service: Geri Staffileno, VP, Hospital Operations and CNO

E. School(s) of nursing utilizing the facility:  
Bryant & Stratton College, Milwaukee Area Technical College, Columbia College of Nursing,  
Marquette University, Herzing University, UW- Milwaukee, Concordia University,  
Wisconsin Lutheran College, Milwaukee School of Engineering, Alverno College, Marquette University

#### II. Exhibits (*attach to report*)

- A. Copy of formal agreement signed by:
1. Administrator of facility
  2. Administrator of nursing program
- B. Copy of the position description for:
1. Registered Nurses
  2. Licensed Practical Nurses

-OVER-

## Wisconsin Department of Safety and Professional Services

III. Please respond to the following questions:

- A. Have the nursing program objectives been shared with the facility?  Yes  No  
Comments: the program and course objectives are shared with the facility
- B. Does the facility agree to cooperate in promoting the nursing program objectives?  Yes  No  
Comments: \_\_\_\_\_
- C. Are there experiences in the facility available to the students to meet clinical objectives?  Yes  No  
Comments: the facility is evaluated each semester by students and instructor for appropriateness of experiences
- D. Is the practice of registered nursing in the facility within the legal scope of practice for registered nurses as defined in Chapter 441.11(4), Wisconsin Statutes? (If no, this facility may not be approved.)  Yes  No  
Comments: \_\_\_\_\_
- E. Is the practice of licensed practical nurses in the facility within the legal scope of practice for licensed practical nurses as defined in Chapter 441.11(3), Wisconsin Statutes? (If no, this facility may not be approved.)  Yes  No  
Comments: \_\_\_\_\_

IV. Report completed by:

Lorilee R. Stutte, MSN, RN  
Name  
  
Signature  
(414) 410-4389  
Telephone Number

Program Chair  
Title  
October 26, 2013  
Date  
lrstutte@stritch.edu  
Email Address

## MASTER AFFILIATION AGREEMENT

**THIS AGREEMENT** is made by and between COLUMBIA ST. MARY'S, INC., a Wisconsin non-stock, non-profit corporation, its affiliates, and subsidiaries, (hereinafter referred to as "Hospital"), and Cardinal Stritch University (hereinafter referred to as the "School").

### WITNESSETH:

**WHEREAS**, School wishes to establish a clinical site for the education of its Students, and the Hospital, as part of its mission, encourages and supports training/education programs; and

**WHEREAS**, School administers education curricula for various health occupations ("Programs"), and seeks to provide, as part of the curricula, supervised experiences at Hospital for Students enrolled in the Programs ("Students"); and

**WHEREAS**, Hospital and School have determined that each may best accomplish its objectives by mutual assistance and seek to describe their Affiliation in this Agreement;

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

#### I. Rights and Responsibilities of School

In addition to its rights and responsibilities described elsewhere in this Agreement, School shall have the following rights and responsibilities:

A. **Assigning Students to Facility.** School agrees to recommend for placement at one or more of the Hospital's facilities: St. Mary's Hospital of Milwaukee located at 2323 North Lake Drive, Milwaukee, Wisconsin; Sacred Heart Rehabilitation Institute located at 2025 East Newport Avenue, Milwaukee, Wisconsin; Columbia Hospital located at 2025 East Newport Avenue, Milwaukee, Wisconsin; and St. Mary's Hospital Ozaukee, Inc. located at 13113 North Port Washington Road, Mequon, Wisconsin; or its related clinics (hereinafter referred to as "the Facility(ies)"), only those Students who are qualified pursuant to the requirements established by the School, appropriate regulatory agencies, and the Hospital.

B. **Educational/Clinical Coordinator.** School shall designate and communicate to the Hospital the name of a Faculty member who shall be primarily responsible for coordinating the training/education program conducted at Facility(ies) and monitoring Student progress.

C. **Program Memoranda.** School will provide the Hospital with a description of Students' schedules and syllabus requirements in the form of a Program Memorandum, for each program association, and attached it to this Master Affiliation Agreement prior to placing any Students at the Facility. Said Program Memorandum may be modified upon the request of the Hospital.

D. **OSHA.** School is responsible for providing the Occupational Safety and Health Administration's (hereinafter OSHA(s)) Tuberculosis Standard Training and Hazard

Communication Standard Training to all individuals who are assigned to the Facility, as well as the Bloodborne Pathogen Training to those individuals who may be exposed to blood and body fluids during their assignment at the Facility. The School shall maintain written documentation of such training in accordance with the OSHA regulations. Hospital is responsible for all site-specific training of individuals who are assigned to the Facility.

**E. Health Screening.** School shall ensure that at its expense individuals who are assigned to the Facility shall receive a health evaluation prior to providing services, and that evaluation shall include the following:

1. A health assessment by a physician, physician assistant or registered nurse that includes a history of communicable diseases and immunizations, which shall include the following: varicella (chicken pox), rubella (German measles), measles, mumps, hepatitis, immunodeficiency, skin conditions (including chronic draining or open wounds), and risk factors or treatment for tuberculosis; and
2. Satisfactory results from an initial two step tuberculin skin test for individuals who have not had a documented negative TB skin test result during the proceeding twelve (12) months. If such test is contraindicated due to positive history, provide documentation of freedom from active disease including a copy of a chest x-ray completed at time of positive PPD. The TB skin test or review of signs and symptoms of TB if the person is a positive reactor, shall be repeated on an annual basis; and
3. Vaccination or confirmed immunity against rubella (German measles); and
4. Vaccination or confirmed immunity against rubeola (measles) for individuals born in 1957 or later; and
5. Offer of vaccination, positive history or confirmed immunity against varicella (chicken pox); and
6. Offer of Hepatitis B vaccine to those individuals who potentially may be exposed to blood and body fluids, and documentation of vaccination or refusal of vaccination; and

**F. Wisconsin Caregiver Background Check Law.** Prior to placement at Facility, Students shall have a background check performed by the School in accordance with the Wisconsin Caregiver Background Check Law, which shall include obtaining information from the Department of Justice, the Department of Regulation and Licensing, the Department of Health and Family Services and, from out-of-state agencies if the individual has lived outside of Wisconsin within the past three years. A copy of the Guidelines for Conducting Record Requests is **Exhibit 1** attached hereto and incorporated herein by reference.

Prior to placement, the School will provide the Facility with a letter indicating the names(s) and social security number(s) of the Students listing any convictions learned of during the course of

the required background checks along with any substantiated findings of misconduct, licensure denial or restriction or any other credential limitation found by either the Wisconsin Department of Health and Family Services or the Department of Regulation and Licensing. Hospital reserves the right to refuse placement of any individual the Hospital believes could put its patients, employees and/or visitors at risk.

School is to obtain this information by having all individuals that will be assigned to the Hospital execute the Department of Health and Family Services' Form HFS-64, a copy of same is **Exhibit 2** attached hereto and incorporated herein by reference. School shall retain each individual(s)' Form HFS-64 and record so that the documents may be retrieved for inspection by DHFS.

School hereby agrees to notify the Hospital as soon as possible when the School becomes aware that an individual, who is currently on site at the Facility, has been charged with or convicted of any crime or has been investigated by any governmental agency.

School hereby agrees it will complete a background check consistent with the requirements of the Wisconsin Caregiver Background Check Law as outlined above. School agrees that it will indemnify, defend and hold harmless the Hospital, its Management Committee, its officers, and employees from all demands, claims, suits, and expenses which may arise as a result of the Hospital's reliance on the School's actions related to the completion of the background check required under Wisconsin Caregiver Background Check Law and subsequent placement of individuals at the Hospital's locations.

**G. Policies and Procedures.** School agrees that all its Students and Faculty shall abide by all applicable bylaws, directives, orders, rules, regulations and procedures of the Hospital and its medical staff. School also agrees that all individuals placed at the Facility shall receive the Hospital's Standards of Conduct, which is **Exhibit 3** attached hereto and incorporated herein.

**H. Patient Confidentiality.** The School further agrees that its Students and Faculty shall maintain patient confidentiality. If a Student or Faculty member participating pursuant to this Agreement and individual Program Memorandum violates patient privacy under the Wisconsin Statutes, Wisconsin Administrative Code or Federal Regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996, School agrees that such Faculty or Student(s) will be removed from the Program contemplated by this Agreement and relevant Program Memorandum.

**I. 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 each Program, accreditation from the appropriate accrediting organization, unless such program does not require specific accreditation. School shall immediately notify Hospital of any change in its accreditation or licensure status.

Copies of records identified in the above Sections shall be provided to the Hospital immediately upon request (subject to law governing confidentiality of such records). Hospital shall, from time to time, conduct an audit to assure compliance with these requirements.

## II. Hospital Rights and Responsibilities

A. **Accreditation and Licensure.** Hospital warrants and represents that it has all the necessary qualifications, certifications and/or licenses to operate the Facilities pursuant to Federal and State laws and regulations.

B. **Student and Faculty Access.** Hospital agrees to allow the School's Students and Faculty access to clinical practice areas as reasonably required to support Students' clinical development. The Faculty and Students shall also have the right to use the Facility's cafeteria, classroom and library facilities.

C. **Number of Placements.** The parties will mutually decide upon an appropriate number of Students in each Program to be assigned to the Facility. The Hospital, however, shall have the sole discretion to determine its capacity to accept Students for clinical 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 clinical supervision that Facility can provide over a period of time, or other such description of capacity.

D. **Program Development.** Representatives of the School and the Hospital will be in contact as often as necessary to coordinate and improve the School's training/education program. The Hospital and its employees will cooperate with the School's Faculty in planning educational experiences for Students.

E. **Termination of Access to Facility.** Hospital reserves the right to terminate the access of a Student or Faculty member to its clinical areas if:

1. The person has performed unsatisfactorily; or
2. The person's health status would interfere with successful completion of the assignment; or
3. A determination by the Hospital that the person's continuance is not in the best interests of the Hospital or its patients.

F. **Emergency Medical Services.** Hospital agrees to provide emergency care to the School's Students or Faculty who require such services while they are practicing in the School's program at the Facility. The Student or Faculty member receiving such services shall be responsible to pay the usual and customary charges for such care.

## III. Miscellaneous.

A. **Insurance.** In order to insure against potential liability arising out of the activities performed under, or in any manner related to, this Agreement, School and Hospital each agree to obtain and maintain, in force and effect, liability insurance in the types and amounts set forth below. School agrees to maintain professional liability insurance (with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate) for its participating Students, Faculty, employees and agents. Hospital agrees to maintain professional liability insurance with the aforementioned limits for its employees and agents. Further, both parties agree to individually maintain comprehensive general liability (CGL) insurance (with minimum limits of \$1,000,000 per occurrence and \$3,000,000 aggregate). Both parties agree to maintain worker's compensation

insurance coverage for their respective employees, as required from time to time by the Wisconsin Statutes. Each party agrees to furnish appropriate certificates of insurance/coverage to the other, upon reasonable request. Both parties agree that such insurance may not be canceled, revoked or reduced without at least thirty (30) days prior written notice to the other party.

**B. Indemnification.** Hospital shall indemnify, defend and hold harmless the School, its Faculty, Students, agents and employees from and against any and all liabilities, claims, losses, lawsuits, judgments and/or expenses including defense costs and attorney fees, arising, either directly or indirectly, from any negligent act or failure to act by the Hospital, its staff, agents, officers and employees which may occur during or which arise out of the performance of this Agreement. School shall indemnify, defend and hold harmless the Hospital, its staff, agents, officers and employees from and against any and all liabilities, claims, losses, lawsuits, judgments and/or expenses including defense costs and attorney fees, arising, either directly or indirectly, from any negligent act or failure to act by the School, its Faculty, Students, agents and employees which may occur during or which arise out of the performance of this Agreement.

**C. Non-discrimination.** Both parties agree not to discriminate against Students on the basis of race, national origin, sex, age, creed, handicap, or veteran's status. It is the policy of the Hospital to provide service to all persons without regard to race, color, national origin, handicap or age in compliance with 45 CFR Parts 80, 84, and 91, respectively. The same requirements are applied to all, and there is no distinction in eligibility for, or in the manner of providing services.

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

**E. Entire Agreement.** This Agreement supersedes all previous contracts regarding the School's Students in all Programs and constitutes the entire Agreement between the parties.

**F. Invalid Provision.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof; and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

**G. Assignment.** This Agreement shall not be assigned without the written consent of the other party; such consent shall not be unreasonably withheld.

**H. Amendment.** This Agreement may be amended 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.

**I. Independent Contractor.** The relationship between the School and the Hospital is that of independent contractors, and nothing herein shall be construed to create an employer/employee, landlord/tenant or joint venture relationship.

**J. Drug Free Environment.** As a major health care provider, the goal of the Hospital is to maintain a safe environment and to protect its patients, visitors, employees and volunteers. The Hospital expects all individuals while providing services at the Facility locations to be drug and alcohol free while on duty. Possession, distribution, manufacture, dispensation or sale of alcohol or drugs on any of the Hospital's premises is prohibited, except as required for patient care.

K. **Governing Law.** This Agreement shall be governed by the laws of the State of Wisconsin.

L. **Term and Termination.** The term of this Agreement shall commence on August 3, 2005 and continue thereafter until terminated by either party upon ninety (90) days prior written notice, providing that Students participating in clinical studies at the time of said notice of termination will be allowed to complete the curriculum. In the event any provision of this Agreement is breached, the non-breaching party may terminate this Agreement upon thirty (30) days written notice to the breaching party.

M. **Notices.** All notices under this Agreement shall be given in writing and shall be deemed to have been properly given if and when delivered, or sent by certified mail:

If to School: Cardinal Stritch University  
6801 N. Yates Road  
Milwaukee, WI 53217

If to Facility: Columbia St. Mary's, Inc.  
Attn: Legal Affairs Department  
P.O. Box 2014  
Milwaukee, WI 53201-2014

N. **Student Acknowledgment.** Each individual assigned to a Facility of the Hospital shall first sign an Acknowledgment form as set forth on Exhibit 4.

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

**COLUMBIA ST.MARY'S, INC.**

**Cardinal Stritch University**

BY: *Therese Pandl*  
Therese Pandl  
Executive Vice President  
Hospital Operations - COO

BY: *Karen L Walrath, Treasurer*  
TITLE: *Treasurer*

DATE: *Feb 2 '06*

DATE: *8/9/05*

Vega/schools

By: *Nancy E. Cervera, PhD, RN*  
Title: *Dean, Scott L. Coleman*  
*College of Nursing*  
Date: *8/8/05*

## General Instructions

Use form DJ-LE-250 to request a criminal background check on a single individual. Use form DJ-LE-250A to request background checks on multiple persons. Wisconsin Statutes 19.35(1) and 165.82 provide that any person or entity may request a criminal background check. The subject of the inquiry may be any person. Wisconsin adult criminal history data held by the Crime Information Bureau is public information. Wisconsin does not release juvenile information unless statutorily authorized.

The Wisconsin Criminal History Record Request **must** provide:

- (1) **Requestor Type.** Check the box for your requestor type. If you are a nonprofit organization, you must include your nonprofit number. If you are a state public defender, you must include your SPD number.
- (2) **Request Purpose.** Check the "General Information" box unless you need the special processing described below. Requests received without a request purpose checked will be processed as "general information."

Public Housing entities are eligible under federal rules for information from the FBI's Interstate Identification Index. Check the "Public Housing" box to request information from CIB and FBI files. No record will be provided from the FBI files, but public housing entities will be advised if a record exists, and they may then initiate a fingerprint-supported background check.

Caregiver Background Check processing should be used by entities or individuals required to do caregiver background checks under s. 50.065, and child care entities under s. 48.685. The caregiver background check includes a Wisconsin criminal background check, a license and registry check from the Wisconsin Department of Health and Family Services (DHFS) and a professional credential check from the Wisconsin Department of Regulation and Licensing (DRL). The results of the caregiver background check from DHFS/DRL are returned separately from the Wisconsin criminal history results. Child day care providers with day care facility numbers (assigned by the Division of Children and Family Services in DHFS) or with certifying agency numbers (assigned by the Wisconsin Department of Workforce Development(DWD)) must check the "Child Day Care" box and provide their facility or agency number. All other entities and individuals covered by the Caregiver legislation must check the "Caregiver Background Check – General" box.

- (3) **Payment Type.** Wisconsin s. 165.82 requires CIB to charge a fee for background checks. If appropriate, include DHFS Caregiver fee in Amount Enclosed. If you have an account and wish to be billed, enter your account number. Account customers will be billed monthly. A check or money order must accompany all other requests. Make checks payable to the Wisconsin Department of Justice.
- (4) **Enter the complete name, sex, race, and date of birth of the individual being checked.** Entry of social security number is optional, but please be aware that this number is one of the unique identifiers used by the Crime Information Bureau and by the Department of Health and Family Services. Social Security numbers help prevent incorrect matches.
- (5) **A self-addressed, postage-paid envelope must accompany every inquiry. Ensure sufficient postage is included.** This form will be returned and stamped "No Record" if there is no public criminal information on file at CIB. The form will be accompanied by public criminal history information if a record is found. Please allow 10 business days for the CIB record check and reasonable mailing time by the postal service. Do not provide an additional envelope for Caregiver results. General Caregiver results will be returned to the address specified in the "Return request to" section and Child Daycare results will be returned to the address on file at DHFS or DWD.
- (6) **Complete the "Return request to" section.**

Mail requests to:     Crime Information Bureau  
                          Attn: Record Check Unit  
                          PO Box 2688  
                          Madison, WI 53701-2688

**165.82 CRIMINAL HISTORY SEARCH FEE.** (1) Notwithstanding ss. 19.35(3) the Department of Justice shall impose the following fees for criminal history searches for purposes unrelated to criminal justice:

- (a) For each record check, except a fingerprint card record check, requested by a nonprofit organization, \$2.
- (ag) For each record check, except a fingerprint card record check, requested by a governmental agency, \$5.
- (ar) For each fingerprint card record check requested by a governmental agency, \$10.
- (b) For each record check by any other requestor, \$13.

- (2) The Department of Justice shall not impose fees for criminal history searches for purposes related to criminal justice.

**1999 WISCONSIN ACT 9** This act authorizes the Department of Health and Family Services to impose a fee for caregiver checks submitted to that agency. This fee has been set at \$2.50 and is effective May 1, 2000. The Department of Justice has agreed to collect this fee for DHFS.

## Requestor Type Category Definitions

**Nonprofit Organization (\$2 Fee)** – An organization in which no part of the income is distributable to its members, directors or officers. Record check requests submitted to the Crime Information Bureau by nonprofit organizations must include a copy of the 501(c)3 ruling from the Internal Revenue Service.

**Governmental Agency (\$5 Fee)** – A federal, state, county or municipal governing body created by constitution, state, code, charter, ordinance, rule or order and any formally constituted subunit or agency thereof. This category includes public school districts.

**Any Other Requestor (\$13 Fee)** – Includes any individual, agency or organization that does not meet the definition of governmental agency, nonprofit organization or a criminal justice agency involved in the administration of criminal justice.



**STATE OF WISCONSIN  
DEPARTMENT OF JUSTICE**

**DIVISION OF LAW ENFORCEMENT SERVICES**  
Crime Information Bureau  
Record Check Unit

PO Box 2688  
Madison, WI 53701-2688  
608-266-5764  
TTY 1-800-947-3529

**WISCONSIN CRIMINAL HISTORY  
SINGLE NAME RECORD REQUEST**

A self-addressed, postage-paid envelope must accompany every inquiry. Ensure sufficient postage is included. See reverse side for additional instructions and information. Please print legibly or type.

**Requestor Type – Check Only One**

- Government Agency \$5.00\*
- General Public \$13.00\*
- Nonprofit Org. \$2.00\*
- Public Defender (Fee Exempt)

**Request Purpose - Check Only One**

- General Information
  - Public Housing
  - Caregiver – General (\*Add \$2.50 DHFS fee)
  - Child Day Care - Caregiver (\*Add \$2.50 DHFS fee)
- Provide either Facility # \_\_\_\_\_  
or Certifying Agency # \_\_\_\_\_

**Payment Type – Check Only One**

- Bill Account  
Number # \_\_\_\_\_
- Amount  
Enclosed \$ \_\_\_\_\_

SPD # \_\_\_\_\_

**Search for a Record on: (Please type or print legibly)**

\* Name : \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(Last) (First) (Middle)

\* Sex: \_\_\_\_\_ \* Race: \_\_\_\_\_ \* Date of Birth: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(MM) (DD) (YYYY)

Other Identifying Data (Social Security Number, Maiden Name(s), Additional Names, etc.)  
\_\_\_\_\_  
\_\_\_\_\_

**\* Required Data**

**Return request to: (Include a self-addressed, postage-paid envelope)**

Name: \_\_\_\_\_ Attn: \_\_\_\_\_

Street: \_\_\_\_\_ Phone: \_\_\_\_\_

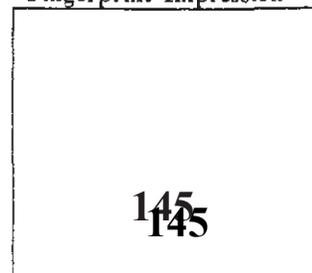
City, State, \_\_\_\_\_ FAX: \_\_\_\_\_

Zip: \_\_\_\_\_ E-mail: \_\_\_\_\_

**FOR CIB USE ONLY**

If an individual is requesting his or her own record *and* wishes to guarantee the correct record is furnished, a legible inked fingerprint impression of the right index finger must accompany this

**Right Index  
Fingerprint Impression**



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## General Instructions

Use form DJ-LE-250A to request criminal background checks on more than one individual. Use form DJ-LE-250 to request background checks on a single individual. Wisconsin Statutes 19.35(1) and 165.82 provide that any person or entity may request a criminal background check. The subject of the inquiry may be any person. Wisconsin adult criminal history data held by the Crime Information Bureau is public information. Wisconsin does not release juvenile information unless statutorily authorized.

The Wisconsin Criminal History Record Request must provide:

- (1) **Complete the "Return request to" section.**
- (2) **Requestor Type.** Check the box for your requestor type. If you are a nonprofit organization, you must include your nonprofit number. If you are a state public defender, you must include your SPD number.
- (3) **Request Purpose.** Check the "General Information" box unless you need the special processing described below. Requests received without a purpose checked will be processed as General. Public Housing entities are eligible under federal rules for information from the FBI's Interstate Identification Index. Check the "Public Housing" box to request information from CIB and FBI files. No record will be provided from the FBI files, but public housing entities will be advised if a record exists, and they may then initiate a fingerprint-supported background check. Caregiver Background Check processing should be used by entities or individuals required to do caregiver background checks under s. 50.065, and child care entities under s. 48.685. The caregiver background check includes a Wisconsin criminal background check, a license and registry check from the Wisconsin Department of Health and Family Services (DHFS) and a professional credential check from the Wisconsin Department of Regulation and Licensing (DRL). The results of the caregiver background check from DHFS/DRL are returned separately from the Wisconsin criminal history results. Child day care providers with day care facility numbers (assigned by the Division of Children and Family Services in DHFS) or with certifying agency numbers (assigned by the Wisconsin Department of Workforce Development (DWD)) must check the "Child Day Care" box and provide their facility or agency number. All other entities and individuals covered by the Caregiver legislation must check the "Caregiver Background Check - General" box.
- (4) **Enter the number of requests.**
- (5) **Payment Type.** Wisconsin s. 165.82 requires CIB to charge a fee for background checks. If you have an account and wish to be billed, enter your account number. Account customers will be billed monthly. A check or money order must accompany all other requests. Multiply the fee amount times the number of requests to determine the amount to enclose. If appropriate, include DHFS Caregiver fee in Amount Enclosed. Make checks payable to the Wisconsin Department of Justice.
- (6) **Enter the complete name, sex, race, and date of birth for each individual being checked.** Entry of social security number is optional, but please be aware that this number is one of the unique identifiers used by the Crime Information Bureau and by the Department of Health and Family Services. Social Security numbers help prevent incorrect matches.
- (7) **A self-addressed, postage-paid envelope must accompany every inquiry. Ensure sufficient postage is included.** This form will be returned and stamped "No Record" if there is no public criminal information on file at CIB. The form will be accompanied by public criminal history information if a record is found. Please allow 10 business days for the CIB record check and reasonable mailing time by the postal service. Do not provide an additional envelope for Caregiver results. General Caregiver results will be returned to the address specified in the "Return request to" section and Child Daycare results will be returned to the address on file at DHFS or DWD.

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**Any Other Requestor (\$13 Fee)** - Includes any individual, agency or organization that does not meet the definition of governmental agency, nonprofit organization or a criminal justice agency involved in the administration of criminal justice.



**BACKGROUND INFORMATION DISCLOSURE APPENDIX INSTRUCTIONS**  
**Entity Operators and Nonclient Residents in Bureau of Quality Assurance Regulated Facilities**

This Background Information Disclosure (BID) Appendix gathers information for Bureau of Quality Assurance (BQA) regulated facilities as required by the Wisconsin Caregiver Background Check Law. Complete and return this Appendix with your HFS-64 BID each time the forms are requested and attach explanations as specified by BQA.

**Section 1 – REQUIRED INDIVIDUALS**

*For non-governmental entities:*

- The owner/legal representative of the entity must submit a BID form and Appendix whether or not they have regular, direct contact with clients. If the owner is a corporation or other type of business that does not have a single owner (e.g. domestic corporation, non-stock corporation, partnership, limited liability company, etc.), then the organization must designate one principal officer to legally represent the organization for the purposes of fulfilling the background check requirements.
- Principal officers, corporation or board members of the business organization if they have regular, direct contact with clients.
- Nonclient residents (age 10 and older) of the entity if they have regular, direct contact with clients.

*For governmental and tribal entities:*

- An individual, e.g. the entity administrator designated by the government agency or tribe who operates the entity must submit a BID form and Appendix whether or not the person has regular, direct contact with clients.
- Nonclient residents (age 10 and older) of the entity if they have regular, direct contact with clients.

Note: Any entity that has completed a caregiver background check on the person(s) defined above within the past 12 months as an employee of the entity may submit a completed Appendix with copies of the (1) HFS-64 Background Information Disclosure form; (2) DOJ Criminal History Report; and 3) letter from the Department of Health & Family Services that reports the status of persons who have administrative findings or licensing restrictions. The Appendix and copies of the documents will be accepted as fulfilling the background check requirements at no additional fee (see Background Check fee section below), unless the Department believes that the documents are inaccurate.

**Sections 3 and 4 – ENTITY INFORMATION**

License Number/Certification Number/Registration Number/Entity Type Code

Entity types are licensed (L), certified (C) or registered (R) by the Department. Based on the entity type, complete either the License Number space or the Certification Number space and leave the other space blank. Complete entity type code for requested facility.

Code	Entity Type	L/C/R	Code	Entity Type	L/C/R
34	Emergency Mental Health Service Programs	C	89	Residential Care Apartment Complexes	C or R
40	Mental Health Day Treatment Services for Children	C	124	Hospitals	L
61	Community Mental Health Developmental Disabilities	C	127	Rural Medical Centers	L
63	Community Support Program	C	131	Hospices	L
75	AODA	C	132	Nursing Homes	L
82	Certified Adult Family Homes	C	133	Home Health Agencies	L
83	Community Based Residential Facilities	C	134	Facilities for the Developmentally Disabled	L
88	Licensed Adult Family Home	C	000	Other: (specify)	

**Section 4 – OTHER ENTITY INFORMATION PREVIOUSLY SUBMITTED TO BOA**

If the person submitting the BID form and Appendix represents more than one entity and has submitted a completed BID form from another entity to the Department within the past 12 months, please identify the previous entity in "Section 4 – Other Entity Information." No additional fee is required (see Background Check fee section).

**Section 5 – BACKGROUND CHECK FEE**

A processing fee of \$7.50 must accompany each BID form and Appendix. The forms are always required but the fee is waived if:

- The person is submitting accurate copies of a caregiver background check completed within the past year;
- The person represents more than one entity and has submitted the forms and fee for another entity to the Department within the past year; or
- The person has submitted the forms to the Department as part of the application process for a new license, certification or registration after 10/01/98.

Make checks payable to the *Division of Supportive Living*. Send forms, additional documentation and fees:

Entity Background Checks  
Bureau of Quality Assurance  
P. O. Box 2969  
Madison, WI 53701-2969

**HFS-64 Section B – ADDITIONAL DOCUMENTATION**

- Military Service – If the person has been discharged from the US Armed Forces within the past 3 years, the person must provide a copy of their military discharge papers (DD-214) to the entity to submit with the forms.
- Out-of-State Residency – If the person has resided outside of Wisconsin in the last 3 years, the person must provide a copy of their criminal history from the state to the entity to submit with the forms.

**BACKGROUND INFORMATION DISCLOSURE APPENDIX**

**Entity Operators and Nonclient Residents in Bureau of Quality Assurance Regulated Facilities**

Completion of this Appendix is required under the provisions of section 50.065 of the Wisconsin Statutes. Failure to comply may result in a denial or revocation of your license, certification or registration. Refer to the attached Appendix instructions for additional information. Providing your social security number is voluntary; however, your social security number is one of the unique identifiers used to prevent incorrect matches. Complete this Appendix in its entirety. Please print your answers. Submit this Appendix with the completed Background Information Disclosure form, HFS-64, to the address specified in the Appendix instructions.

**Section 1 - REQUIRED INDIVIDUALS (see Appendix instructions)**

**Non-governmental Entities**

Check all boxes that apply to you:

- Owner/legal representative of the entity  
 Applicant for a license or certification or registration  
 Principal officer, corporation or board member  
 Nonclient resident

**Governmental and Tribal Entities**

Check all boxes that apply to you:

- Entity Administrator/Operator  
 Applicant for a license or certification or registration  
 Nonclient resident

**Section 2 - PERSONAL INFORMATION**

Social Security Number	First Name	Middle Name	Last Name
------------------------	------------	-------------	-----------

Other names by which you have been known (including Maiden Name)	Birth Date	Gender (M / F)
--	------------	----------------

Race

<input type="checkbox"/> Black (not of Hispanic origin)	<input type="checkbox"/> American Indian or Alaskan Native	<input type="checkbox"/> White (not of Hispanic Origin)
<input type="checkbox"/> Asian or Pacific Islander	<input type="checkbox"/> Hispanic (Mexican, Puerto Rican, Cuban or Spanish culture)	<input type="checkbox"/> Other

Home Address	State	Zip Code
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**Section 3 - ENTITY INFORMATION (see Appendix instructions)**

Job Title/Relationship to Entity	Work Telephone Number
----------------------------------	-----------------------

Business Name - Entity	Entity License/Certification/Registration Number	Entity Type Code
------------------------	--	------------------

Address - Entity	State	Zip Code
------------------	-------	----------

Contact Person - Entity	Contact Telephone Number
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**Section 4 - OTHER ENTITY INFORMATION PREVIOUSLY SUBMITTED TO BQA (see Appendix instructions)**

Date Previous BID Submitted to BQA	Job Title/Relationship to Entity
------------------------------------	----------------------------------

Business Name - Entity	Entity License/Certification/Registration Number	Entity Type Code
------------------------	--	------------------

Address - Entity	State	Zip Code
------------------	-------	----------

Contact Person - Entity	Contact Telephone Number
-------------------------	--------------------------

**Section 5 - BACKGROUND CHECK FEE (see Appendix instructions)**

<input type="checkbox"/> Fee included	Fee not included:
	<input type="checkbox"/> Submitted completed within the past year on _____ (date)
	<input type="checkbox"/> Submitted with forms for _____ (entity type code) within the past year on _____ (date)
	<input type="checkbox"/> Submitted as part of application process for a new license/certification after 10/01/98 on _____ (date)

Please read and initial the following statements:

\_\_\_\_\_ I have reviewed the attached BID (HFS-64) and affirm that the information is true and correct as of today's date.  
 \_\_\_\_\_ I understand that I must report changes, pending charges and/or convictions to my employer and the Department within one (1) business day.

SIGNATURE - Person Completing Forms

Date Signed

## STANDARDS OF CONDUCT

The *Standards of Conduct* are a practical extension of our mission and values. The *Standards of Conduct* more fully articulate Columbia ♦ St. Mary's ("CSM") expectations for how CSM associates should conduct themselves to promote and protect the integrity of our mission and values. Therefore, in carrying out our health care delivery in a manner consistent with CSM's mission and values, each CSM Associate has a responsibility to adhere to these *Standards of Conduct* for individual and organizational ethical and legal business practices.

### ***Quality of Care:***

*A central concern of CSM in meeting patient needs is serving the whole person in his or her spiritual, intellectual, emotional and physical dimensions. CSM is committed to providing competent and compassionate care, to respect and safeguard the dignity of the patient, and to allow patients access to all the medical and ethical information necessary to make decisions about their care.*

- We treat the person rather than the disease.
- We allow patients to participate in decisions regarding their care by providing them with information in a manner that they can understand.
- We respect and maintain the dignity of every patient and strive to provide care in a manner sensitive to cultural differences and individual desires.
- We provide appropriate care based on the patient's medical need, without regard to race, religion, national origin, age, sex, sexual orientation, disability, ability to pay, or any classification protected by law.
- We provide medically necessary care that is properly documented in the patient's medical record.
- We maintain competencies related to our job responsibilities and exercise appropriate judgment and objectivity when providing patient care.
- We report situations that compromise quality through the appropriate, established channels, and correct the situations as soon as possible.

### ***Law and Regulations:***

*CSM will operate in accordance with all laws and regulations. These laws and regulations apply to areas such as patient referrals, employment, physician relationships, billing and payment practices, discount arrangements, lobbying, political contributions, the environment, health and safety, and dealings with payors and regulatory agencies.*

- We refrain from conduct that may violate federal or state fraud, abuse, and false claims laws.
- We prohibit any type of payment for or receipt of kickbacks or bribes for the purpose of inducing referrals in violation of the anti-kickback statute, Stark physician self-referral law, or other federal or state statutes or regulations.
- We recruit, hire, train, promote, assign, transfer, layoff, recall and terminate employees based on their own abilities, achievements, experience and conduct without regard to race, religion, national origin, age, sex, sexual orientation, disability, ability to pay, or any classification protected by law.

- We provide associates with the necessary training and education to perform their duties in accordance with applicable laws and regulations.
- We establish relationships only with only those individuals or entities who have not been excluded from participation in federal healthcare programs.
- We make certain that reports or other information required to be provided to any federal, state or local government agency are filed accurately and in conformance with the applicable laws and regulations to the best of our knowledge and understanding.
- We do not engage in activities that may jeopardize the tax-exempt status of the organization, including certain lobbying and political activities, activities that further the private or personal interests of an individual rather than our charitable purpose, and any antitrust activity that may attempt to regulate competition.
- We follow applicable environmental, health, and safety requirements in the planning of facilities and operations of our facilities.
- We report any practice or condition that may violate laws, rules or regulations, safety standards, internal policy or Standards of Conduct to appropriate levels of management in a timely manner.
- We take steps to ensure that our billing and coding are in compliance with our policies, federal and state laws and regulations, and are supported by documentation in the medical record.

***Human Resources:***

*CSM strives to cultivate a work environment where employees are highly regarded; where they are treated honestly and respectfully; where their health and safety are protected; where they are motivated to reach their potential; where they are given the opportunity for personal and career learning and advancement; where they are provided with opportunities to participate in decisions that affect their working conditions; where they are provided with the tools necessary to do their jobs well; where there are safe and adequate procedures for resolving conflicts; and where employees are recognized and rewarded for their achievements, without prejudice or discrimination.*

- We do not tolerate any form of harassment or discrimination.
- We seek to be a responsible employer by providing opportunities for professional satisfaction, pride of work and career growth.
- We keep employees informed of activities and events that affect their specific work environment and performance of their job duties.
- We provide training opportunities for employees to obtain and maintain certifications or licensures necessary for the performance of their job duties.
- We maintain a drug free workplace and will not tolerate the use or possession of illegally acquired drugs and/or alcoholic substances while employees are on duty.
- We function in an environmentally responsible manner, providing for the health and safety of our employees as well as our patients and the community.
- We provide a grievance process to report and resolve conflicts without fear of retribution.

The information provided above does not encompass all Human Resource Policies and Procedures. A copy of the Human Resources Policies and Procedures Manual is available from the local health ministry's Human Resources Department.

***Business and Ethical Practices:***

*CSM is committed to ethical business conduct and integrity, including the Ethical and Religious Directives for Catholic Health Care Services. Employees must represent CSM accurately and honestly and must not do anything that purposely defrauds anyone, including other companies or the government, of money, property, or services. Record keeping and billing for services provided to patients must be accurate, timely and lawful. Employees must take all reasonable steps to preserve and protect CSM's assets by making prudent and effective use of its resources, and properly and accurately reporting its financial condition.*

- We do not engage in unethical or illegal activities in the pursuit of business opportunities.
- We act in good faith and in the interest of CSM at all times in the performance of our job duties.
- We appropriately document the care that is provided.
- We submit claims only for medically necessary services and supplies ordered by a physician, or legally authorized individual and provided to the patient.
- We do not steal or misappropriate confidential or proprietary information belonging to another person or entity.
- We use resources and assets only to further the ministry and mission of CSM.
- We do not use "insider" information for any business activity conducted by or on behalf of CSM or its local health ministries.
- We do not offer, give, solicit or receive any form of bribe or other improper payment.
- We make certain that payments and other transactions are properly authorized by management and properly documented in the books and records.
- We prepare all financial documents, including financial statements, cost reports, accounting records, expense reports, and time sheets accurately.
- We deal with payors and regulatory agencies honestly and accurately.

***Confidentiality:***

*In keeping with various laws, regulations, professional ethical guidelines and the Ethical and Religious Directives for Catholic Health Care Services, CSM employees must maintain the confidentiality of medical records and other patient information. Employees are also expected to keep confidential information about other employees and the proprietary business practices of the organization.*

- We protect and respect the confidentiality of each patient and their medical information.
- We only reveal personal or confidential information concerning patients if legitimate business or patient care purposes support the request for information. The patient authorization for the release of the information is obtained, if appropriate.
- We only confidential information regarding the operations of CSM or its local health ministries with associates when they have a legitimate need to know the information in order to perform their job responsibilities.
- We will take precautions to maintain and manage all intellectual property, including patents, trademarks, copyright and software, to protect its value.
- We will maintain confidential information, including financial data and associate related information, in a confidential, secure manner according to relevant policies and applicable law.

***Conflicts of Interest:***

*CSM employees are expected to act in a manner that is in the best interest of the organization and the patients it serves. Employees may not use their positions to profit personally or to assist others in profiting in any way at the expense of the organization. In any situation where an employee's outside interests conflict with those of the organization, the employee must disclose the conflict in accordance with organizational policy.*

- We avoid engaging in any activity, practice, or act that appears to conflict with the interests of CSM.
- We do not solicit or accept money, gifts, favors, services, entertainment or other things of value unless permitted by organizational policy.
- We abstain from any decision or discussion affecting CSM that might represent a conflict of interest when serving as a member of an outside organization or board.
- We do business only with individuals and companies on the basis of the best interests of CSM.
- We will avoid any appearance of impropriety when dealing with clinicians and referral sources.
- We prohibit the disclosure of proprietary and confidential information related to CSM to any unauthorized person or the use of such information for private benefit.
- We avoid outside employment and consulting or other personal investments if they interfere with our job responsibilities or unduly influence the decisions we are required to make on behalf of CSM.

**Exhibit 4**  
**STUDENT ACKNOWLEDGMENT**

I desire to receive clinical training at Columbia St. Mary's and its subsidiaries and affiliates ("CSM") and acknowledge the following:

1. I am a student of \_\_\_\_\_ (the "School") and will receive clinical training in CSM as part of a course at the School.
2. I am subject to, and shall abide by, all the written and verbal rules, regulations, policies, standards, and practices of CSM.
3. Any and all patient information created or maintained in any form or media, accessed and/or utilized during the clinical experience at CSM is confidential and will not be used or disclosed except as is necessary in the course of the clinical training.
4. I shall provide all services without regard to race, color, creed, sex, age, handicap or national origin of any individual requiring services. I shall comply with all applicable laws prohibiting discrimination.
5. I will present to CSM, prior to the commencement of my training in CSM, results of any and all TB tests or other general physical examinations requested by Facility.
6. I am not, and during the training I will not be, an employee or agent of CSM. CSM is not responsible for the payment of any wages or other benefits to me (including, without limitation, fringe benefits and coverage under workers' compensation insurance). While in CSM's facilities, I will have the status of a student, and I am not to replace the staff of CSM. I will only render services, if any, as specifically directed.
7. CSM is not obligated, now or at any time in the future, to hire me as an employee.
8. CSM may revoke my right to receive training in CSM if, in CSM's sole discretion: (a) my performance is unsatisfactory; (b) my health status is or becomes a detriment to the successful completion of the training or to CSM patients or a determination is made by the Hospital that my continuance is not in the best interests of the Hospital or its patients; or (c) I fail to fully comply with each of the statements in this Acknowledgment.

Dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

CSM

**Job Description / Job Profile**  
As of November 12, 2013

**Jobcode:** 800892      **Effective Date:** 01/01/1901  
**Job Title:** Clinical Nurse 2  
**Job Family:** Nursing  
**FLSA Status:** Nonexempt  
**Job Function:** RGN Registered Nurse    **Job Sub-Function:** RGN Registered Nurse

**Job Summary:**  
 Provides direct nursing care in accordance with established policies, procedures and protocols of the healthcare organization.

**Responsibilities:**  
 Implements and monitors patient care plans. Monitors, records and communicates patient condition as appropriate.

Serves as a primary coordinator of all disciplines for well-coordinated patient care.

Notes and carries out physician and nursing orders.

Assesses and coordinates patient's discharge planning needs with members of the healthcare team.

Contributes to the on going development and coaching/mentoring of peers and colleagues.

**Complexity of work:** Within scope of job, requires critical thinking skills, decisive judgment and the ability to work with minimal supervision. Must be able to work in a stressful environment.

**Personal Protective Equipment:** Follows Standard Precautions using personal protective equipment as required.

**Licensure / Certification / Registration:**

Advanced Cardiac Life Support  
 ACLS required in some areas.

**Required:** Basic Life Support  
 American Heart Association BLS for the Healthcare Provider required by date of hire.

**Required:** Registered Nurse  
 Current Wisconsin or multi-state/compact state licensure as a Registered Nurse (RN) required by date of hire.

**Education:**

Diploma  
 Graduate of an Board-Approved Registered Nurse Program required, BSN degree preferred.

**Work Experience:**

RN with approximately 18 months or more experience and/or meets all CSM entry level behaviors and competencies of the Clinical Nurse 2 position. Ability to manage complex workload required.

Populations Served	Yes	No
Adolescent (13 and <17 years)	X	
Early Childhood (1 year and <5 years)	X	
Infant (<1 year)	X	
Late Childhood (5 years and <13 years)	X	
Middle Adult (30years to <60 years)	X	
Neonate (<30 days)	X	
No Responsibility to treat or care for patients		X
Older Adult (>60 years)	X	
Serves Patients in areas other than patient care		X
Young Adult (17 to <30 years)	X	

Physical Requirements	Never	Rarely	Occasionally	Frequently	Constantly
Audible Speech					X
Bending/Stooping					X
Climbing		X			
Depth Perception	X				
Distinguish Color				X	
Hearing Acuity				X	
Keyboard Data Entry				X	
Kneeling			X		

**Job Description / Job Profile**  
As of November 12, 2013

Lifting/Carrying Non Patient 0-25lbs			X		
Lifting/Carrying Non Patient 25-50lbs			X		
Lifting/Carrying Non Patient over 50lbs	X				
Lifting/Moving Patients			X		
Pushing/Pulling 0-25lbs			X		
Pushing/Pulling 25-50lbs			X		
Pushing/Pulling over 50lbs			X		
Reaching				X	
Repetitive Foot/Leg Movements				X	
Repetitive Hand/Arm Movements				X	
Running		X			
Seeing - Far				X	
Seeing - Near				X	
Sitting			X		
Smelling Acuity				X	
Squatting			X		
Standing				X	
Taste Discrimination	X				
Walking				X	

Work Environment Exposures	Never	Rarely	Occasionally	Frequently	Constantly
Asbestos or Lead	X				
Biohazardous Waste				X	
Biological Hazards - Respiratory				X	
Biological Hazards - Skin or Ingestion				X	
Blood and/or Bodily Fluids				X	
Cleans / Maintains Contaminated Surfaces	X				
Cleans / Maintains contaminated Equipment	X				
Communicable Diseases and/or Pathogens				X	
Computer Monitor				X	
Cytotoxic Chemicals	X				
Domestic Animals	X				
Dust	X				
Extreme Heat or Cold	X				
Fire Risk	X				
Gases/Vapors/Fumes	X				
Handles Blood, other body fluids, or body tissues	X				
Handles Contaminated Waste	X				
Hazardous Chemicals	X				
Hazardous Medication	X				
Hazardous Noise	X				
Heating Devices	X				
Hypoxia	X				
Lasers/High Intensity Light	X				
Latex	X				
Magnetic Fields	X				
Moving Mechanical Parts	X				
Needles/Sharp Objects				X	
Operates / Handles Contaminated Equipment	X				
Performs Patient Care Activities Requiring Contact with Patient	X				
Potential Electric Shock	X				
Potential for Physical Assault	X				
Radiation	X				
Sudden Decompression During Flights	X				
TB		X			
Unprotected Heights	X				
Wet or Slippery Surfaces			X		

Required Competency	Proficiency Level	
IPR0010	Accountability	2
IPR0030	Responds to Change	2
IPR0050	Communication	2
IPR0070	Teamwork	2
NUR0130	Plan of Care -RN	2
NUR0150	Assessment of Patients	2
NUR0180	Pain Management	2
NUR0340	Infection Control Practices	2
NUR0490	Medication Management	2
SHR0190	Patient Safety	2
SHR0300	Service Excellence	2

**Job Description / Job Profile**  
As of November 12, 2013

**Jobcode:** 800430      **Effective Date:** 01/01/1901  
**Job Title:** LPN  
**Job Family:** Nursing  
**FLSA Status:** Nonexempt  
**Job Function:** LPN Licensed Practical Nurse    **Job Sub-Function:** NUR Nursing

**Job Summary:**

Provides basic bedside care to patients under the direction of a registered nurse or physician, functioning within scope of license.

**Responsibilities:**

Contributes to the assessment of patients by collecting data for analysis by a Registered Nurse (RN).

Administers medications and observes patients for adverse reactions to medications or treatments.

Performs routine laboratory tests and simple therapeutic services.

Educates patients/families about disease treatment plan including self care post discharge, holistic health needs, available resources and follow up care.

**Complexity of work:** Within scope of job, requires critical thinking skills, decisive judgment and the ability to work with minimal supervision. Must be able to work in a stressful environment.

**Personal Protective Equipment:** Follows Standard Precautions using personal protective equipment as required.

**Licensure / Certification / Registration:**

Required: Basic Life Support  
 American Heart Association BLS for the Healthcare Provider

Required: Licensed Practical Nurse

Current licensure as a Licensed Practical Nurse (LPN) or Licensed Vocational Nurse (LVN)

**Education:**

Associate Degree  
 Associate Degree, Graduate of an accredited practical or vocational nursing program.

**Work Experience:**

Populations Served	Yes	No
Adolescent (13 and <17 years)	X	
Early Childhood (1 year and <5 years)	X	
Infant (<1 year)	X	
Late Childhood (5 years and <13 years)	X	
Middle Adult (30years to <60 years)	X	
Neonate (<30 days)	X	
No Responsibility to treat or care for patients		X
Older Adult (>60 years)	X	
Serves Patients in areas other than patient care		X
Young Adult (17 to <30 years)	X	

Physical Requirements	Never	Rarely	Occasionally	Frequently	Constantly
Audible Speech					X
Bending/Stooping				X	
Climbing				X	
Depth Perception	X				
Distinguish Color				X	
Hearing Acuity				X	
Keyboard Data Entry				X	
Kneeling				X	
Lifting/Carrying Non Patient 0-25lbs				X	
Lifting/Carrying Non Patient 25-50lbs				X	
Lifting/Carrying Non Patient over 50lbs				X	
Lifting/Moving Patients					X
Pushing/Pulling 0-25lbs				X	
Pushing/Pulling 25-50lbs				X	
Pushing/Pulling over 50lbs	X				

**Job Description / Job Profile**  
As of November 12, 2013

Reaching				X	
Repetitive Foot/Leg Movements					X
Repetitive Hand/Arm Movements				X	
Running			X		
Seeing - Far				X	
Seeing - Near				X	
Sitting			X		
Smelling Acuity				X	
Squatting		X			
Standing				X	
Taste Discrimination	X				
Walking				X	

Work Environment Exposures	Never	Rarely	Occasionally	Frequently	Constantly
Asbestos or Lead	X				
Biohazardous Waste				X	
Biological Hazards - Respiratory				X	
Biological Hazards - Skin or Ingestion				X	
Blood and/or Bodily Fluids				X	
Cleans / Maintains Contaminated Surfaces	X				
Cleans / Maintains contaminated Equipment	X				
Communicable Diseases and/or Pathogens				X	
Computer Monitor				X	
Cytotoxic Chemicals	X				
Domestic Animals	X				
Dust	X				
Extreme Heat or Cold	X				
Fire Risk	X				
Gases/Vapors/Fumes	X				
Handles Blood, other body fluids, or body tissues	X				
Handles Contaminated Waste	X				
Hazardous Chemicals	X				
Hazardous Medication	X				
Hazardous Noise	X				
Heating Devices	X				
Hypoxia	X				
Lasers/High Intensity Light	X				
Latex	X				
Magnetic Fields	X				
Moving Mechanical Parts	X				
Needles/Sharp Objects				X	
Operates / Handles Contaminated Equipment	X				
Performs Patient Care Activities Requiring Contact with Patient	X				
Potential Electric Shock	X				
Potential for Physical Assault	X				
Radiation	X				
Sudden Decompression During Flights	X				
TB		X			
Unprotected Heights	X				
Wet or Slippery Surfaces			X		

Required Competency	Proficiency Level	
IPR0010	Accountability	2
IPR0030	Responds to Change	2
IPR0050	Communication	2
IPR0070	Teamwork	2
NUR0140	Contributes to Plan of Care	2
NUR0160	Contribute to Patient Assesmnt	2
NUR0340	Infection Control Practices	2
NUR0500	Medication Administration	2
SHR0190	Patient Safety	2
SHR0300	Service Excellence	2

# Wisconsin Department of Safety and Professional Services

Mail To: P.O. Box 8935  
Madison, WI 53708-8935

FAX #: (608) 266-2602  
Phone #: (608) 266-2112

1400 E. Washington Avenue  
Madison, WI 53703

E-Mail: web@dps.wi.gov  
Website: http://dps.wi.gov

## BOARD OF NURSING CLINICAL FACILITY SELECTION

Completion of this form is required for each clinical facility in order to apply for authorization to admit students. This form shall be completed, kept on file in the school of nursing office, and made available to the Board upon request for all clinical facilities utilized by the nursing program (Ch. N 1.06 (3) (f), Wis. Admin. Code).

### I. Identifying Data

- A. Name of facility: Milwaukee Center for Independence  
Address: 2020 West Wells Street  
Milwaukee, WI 53233  
Phone: (414) 937-2020
- B. Type of Facility:  Hospital  Nursing Home  Community Health Agency  
 Other
- C. Administrator of facility: Howard L. Garber, PhD, President
- D. Director of Nursing Service: Heidi Sycora, RN, DNP, VP Clinical Quality Services
- E. School(s) of nursing utilizing the facility:  
Alverno College, Marquette University, Milwaukee Area Technical College,  
Milwaukee School of Engineering, UW - Milwaukee, Wisconsin Lutheran College

### II. Exhibits (*attach to report*)

- A. Copy of formal agreement signed by:  
1. Administrator of facility  
2. Administrator of nursing program
- B. Copy of the position description for:  
1. Registered Nurses  
2. Licensed Practical Nurses

-OVER-

# Wisconsin Department of Safety and Professional Services

III. Please respond to the following questions:

- A. Have the nursing program objectives been shared with the facility?  Yes  No  
Comments: the program and course objectives are shared with the facility
- B. Does the facility agree to cooperate in promoting the nursing program objectives?  Yes  No  
Comments: \_\_\_\_\_
- C. Are there experiences in the facility available to the students to meet clinical objectives?  Yes  No  
Comments: the facility is evaluated by the students and instructor each semester for appropriateness of experiences
- D. Is the practice of registered nursing in the facility within the legal scope of practice for registered nurses as defined in Chapter 441.11(4), Wisconsin Statutes? (If no, this facility may not be approved.)  Yes  No  
Comments: \_\_\_\_\_
- E. Is the practice of licensed practical nurses in the facility within the legal scope of practice for licensed practical nurses as defined in Chapter 441.11(3), Wisconsin Statutes? (If no, this facility may not be approved.)  Yes  No  
Comments: \_\_\_\_\_

IV. Report completed by:

Lorilee R. Stutte, MSN, RN

Name

Program Chair

Title

November 18, 2013

Date

Signature

(414) 410-4389

Telephone Number

lrstutte@stritch.edu

Email Address

your original to me 5-27-13

**CSU/MILWAUKEE CENTER FOR INDEPENDENCE | 2013**

**CARDINAL STRITCH UNIVERSITY, INC.  
Ruth S. Coleman College of Nursing**

**And**

**Milwaukee Center for Independence**

**Associate of Science Degree in Nursing  
Bachelor of Science in Nursing Completion Degree  
Master of Science in Nursing**

**Clinical Affiliation Agreement**

This agreement is made by and between Cardinal Stritch University, Inc., located in Milwaukee, Wisconsin (hereinafter referred to as the "University"), and Milwaukee Center for Independence, (hereinafter referred to as the "Facility"). The purpose of this Agreement is to provide practicum experiences for the students of Cardinal Stritch University, College of Nursing enrolled in the Associate, Baccalaureate or Master of Science Degree Nursing Programs.

**Section I. General**

**A. Duration of the Agreement**

1. The agreement shall be in force and effect beginning 5/16/2013 and it shall be continued from year to year unless either party notifies the other within three (3) months of any termination date that it desires to modify any part of the agreement which shall be in writing, provided that the occurrence of conditions beyond the reasonable control of either party within such period making it impractical to continue will permit such a party to refuse to renew.

B. The agreement may be modified or revised any time by mutual consent. Such modifications or revisions must be in writing and be signed by the authorized representative of each party.

C. Either of the parties may terminate this agreement upon six (6) months' written notice. This action shall not be effective for any student in the process of completing an experience begun before such written notice.

D. The Facility may cancel, by written notice to the University, the clinical placement of any student whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within the Facility. The Facility will provide the student and the University with a written justification for any such cancellation. When possible, the Facility shall take reasonable steps to consult with the University prior to the cancellation of a student from the program.

- E. The parties agree to comply with all applicable federal, state and local laws, regulations and ordinances. Both parties specifically agree not to unlawfully discriminate against any individuals on the basis of race, creed, color, sex, religion, age, disability or national origin.
- F. This agreement is not a third-party beneficiary contract, and confers no rights upon any students or employees of the parties.
- G. Students are not employees of the University or the Facility, and are therefore ineligible to receive Worker's Compensation or Unemployment Compensation benefits from either party. Further, University Faculty are not eligible for coverage under the Facility's Worker's Compensation or Unemployment Compensation insurance programs.
- H. The University assumes full responsibility for offering an educational program eligible for approval by the Wisconsin Board of Nursing.
- I. The Facility shall maintain in full force and effect, at no cost to the University, general liability insurance to insure its faculty, officers, employees and agenda from liability arising out of the activities to be performed by this Agreement, with limits of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate per year. The Facility shall either maintain in full force and effect, at no cost to the University, professional liability insurance to insure Facility staff members from liability, with limits of not less than Four Hundred thousand dollars (\$400,000.00) per occurrence and One million dollars (\$1,000,000.00) in the aggregate per year or require it's staff members to maintain such insurance. Evidence of such insurance shall be provided to the University upon request.
- J. The University shall maintain in full force and effect, at no cost to the Facility, general liability insurance to insure its faculty, officers, employees and agenda from liability arising out of the activities to be performed by this Agreement, with limits of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate per year. The University shall either maintain in full force and effect, at no cost to the Facility, incidental medical malpractice insurance to insure students from liability with limits of not less than Four Hundred thousand dollars (\$400,000.00) per occurrence and One million dollars (\$1,000,000.00) in the aggregate per year or require it's students to maintain such insurance. This incidental medical malpractice insurance provides coverage for bodily injury arising out of the rendering of or failure to render professional health care services. Students are insured if they are participating in a supervised internship program in satisfaction of curriculum requirements, but only while performing services or activities within the scope of the internship. Evidence of such insurance shall be provided to the Facility upon request.

- K. The Facility shall indemnify, defend, and hold harmless the University, its faculty, students, agents and employees from and against any and all liabilities, claims, losses, lawsuits, judgments and/or expenses including reasonable attorney fees, arising, either directly or indirectly, from any act or failure to act by the Facility, its staff, agents and employees which may occur during or which arise out of the performance of this Agreement.
- L. The University shall indemnify, defend and hold harmless the Facility, its staff, agents and employees from and against any and all liabilities, claims, losses, lawsuits, judgments and/or expenses including reasonable attorney fees, arising, either directly or indirectly, from any act or failure to act by the University, its faculty, students, agents and employees which may occur during or which arise out of the performance of this Agreement.

Section II. Responsibilities and Privileges of the University

- A. The University assures that students assigned to the Facility for learning experience meet both University and the Facility standards of health and have the academic ability to profit from the experiences.
- B. The health status of each student shall have been obtained by the University, including a recent report of general physical examination with related laboratory tests and if necessary a chest x-ray, and shall be on file with the Facility before the student enters the program.
- C. In the preceptor/student clinical practicum model College of Nursing Clinical Course Coordinators and/or Program Chairs assist students in the selection of academically experientially qualified preceptors who are willing to serve as role models, facilitators and evaluators of nursing students' (undergraduate/graduate) learning and ensures learning experiences are available to meet the learning objectives of the student.
- D. The University provides for instructor(s) of the program in nursing who are both qualified teachers and competent registered nurse practitioners.
- E. Instructors will plan, develop, implement and be responsible for all clinical instruction and evaluation of students.
- F. Instructors will be responsible for learning and observing the policies and regulations of both University and the Facility as they apply to the circumstances of clinical teaching.

Section III. Responsibilities and Privileges of the Facility

A. General Responsibilities

1. Maintain standards which make it eligible for approval as a facility for instruction in an accredited Associate of Science, Bachelor of Science and Master of Science in Nursing degree programs.
2. Permit the instructors and students of the University to use its patient care and patient service facilities for clinical education according to a plan approved by the Wisconsin State Board of Nursing. The "Nursing Practice Plan" heretofore approved, submitted to the Facility, and reviewed and approved prior to the arrival of each new class of students will contain details of such educational goals of the University and the patient care standards of the Facility.

The Facility's professional liability insurance coverage shall have limits of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate per year. The Facility agrees that all such insurance may not be either revoked or reduced without at least thirty (30) days written notice to the University. Evidence of such liability insurance coverage shall be provided to the University upon request.

3. Permit the educational use of audiovisual equipment supplies, equipment that support the course objectives and student learning.
4. Provide the following facilities and services to the students in undergraduate/graduate nursing program:
  - a. Access to cafeteria or dining room facilities.
  - b. Emergency medical care billed to the student or his/her insurance carrier.
5. Provide access to sources of information for educational purposes:
  - a. Charts, computerized patient records, and nursing station references such as Kardex.
  - b. Procedure guidelines, policy manuals.
  - c. Standard clinical references such as medical dictionary, information on diagnostic tests, drugs and standard references suitable to the clinical area and care program.

- d. Use of library, books, journals, computer access and other human and non-human resources.

B. Staff Participation in Education Program

- 1. The Facility staff may participate in education at the request of the instructor. This may be in the role of resources, persons, clinical experts or assisting in the planning and implementation of aspects of clinical education. Such participation will be voluntary and shall not interfere with hospital assigned duties.

C. Facility Privileges

- 1. May refuse educational access to its areas to any University personnel who do not meet its employee standards for safety, health, or ethical behavior, or whose presence may be disruptive.
- 2. May resolve any problem situation in favor of the patient's welfare and restrict the student either by excluding the student from educational access to the clinical areas or restricting the student to the observer role until the incident can be resolved by the staff in charge and the instructor.

Section IV. Responsibilities of the Clinical Preceptor and/or Clinical Nursing Instructor

- A. Act as a role model and support system for the student.
- B. Facilitate and guide the learning process of the student.
- C. Orient the student to the health care facility and staff.
- D. Assist the student in attainment of course objectives.
- E. Collaborate with the student to establish clinical and personal objectives and identify appropriate learning opportunities and activities to meet the objectives.
- F. Assist the student with communication within the health care organization.
- G. Meet with the student/faculty as needed. (Clinical Preceptor)
- H. Contact faculty as needed to clarify any issues. (Clinical Preceptor)
- I. Provide input in the evaluation of the student's clinical performance and achievement of learning objectives. (Clinical Preceptor)

- J. With input from Clinical Preceptor, provides evaluation of the student's clinical performance and acknowledgment of learning objectives. (Clinical Nursing Instructor and/or Course Coordinator).
- K. Evaluate preceptoring experience. (Clinical Preceptor).
- L. Facilitate the evaluation of the clinical experiences by students and agency/faculty staff (Clinical Nursing Instructor and/or Course Coordinator).

Section V. Responsibilities of Clinical Facility

- A. Maintain communication with students, clinical preceptors and/or clinical nursing instructor throughout the semester.
- B. Orient clinical preceptors and/or clinical nursing instructors to the course goals and focus, and the precepting role.
- C. Assist students in the establishment of and design of activities to meet clinical objectives, and the development of the clinical evaluation tool.
- D. Assist student clinical preceptor and/or clinical nursing instructor in problem-solving.
- E. Participate in ongoing evaluation of students' learning experiences with student, clinical preceptor and/or clinical nursing instructor.
- F. Provide input in the final evaluation of the student's clinical performance.

Section VI. Status of Students

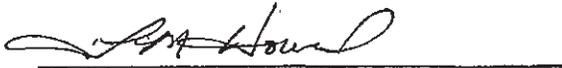
- A. Students will have the status of learners and will not replace the Facility staff nor give service to patients apart from its educational value, since they are not employees of the Facility.
- B. Students are subject to authority, policies and regulations of the Facility. They are also subject during clinical assignments to the same standards as are set for Facility employees in matters relating to the welfare of the patients.

CARDINAL STRITCH UNIVERSITY, INC.



Kelly J. Dries  
Dean, Ruth S. Coleman College of Nursing  
Cardinal Stritch University

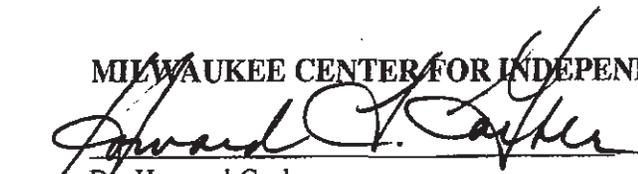
5-15-13 Date



Tammy M. Howard  
Treasurer  
Cardinal Stritch University

5/15/13 Date

MILWAUKEE CENTER FOR INDEPENDENCE



Dr. Howard Garber  
President  
Milwaukee Center for Independence

5-16-13 Date

## TRANSITIONAL LIVING SERVICES

**POSITION:** Registered Nurse                      **STATUS:** Salaried

**REPORTS TO:** Program Director (CSP)

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### **Position Summary:**

This is a highly skilled position involving the diagnosis and treatment of human responses to actual and potential health conditions.

### **Principal Duties and Responsibilities:**

1. Provide consumers, no later than thirty days after admission, an initial assessment to identify health problems and to screen for communicable disease. Each resident shall have a follow-up health assessment annually after admission, unless a physician is seeing the consumer regularly.
2. Ensure in accordance with CSP regulations that there are written orders on file for any prescription medications, treatments, physical therapy, or in the case of medically modified diets provided or arranged by the CBRF.
3. Ensure that all medication, which is being monitored, has a label permanently attached to the outside of the container, which identifies its contents. To insure that all aspects of medication handling is in accordance with CSP and OPMHC requirements. Monitor quality assurance related to medication monitoring.
4. The setting up of medication trays and the administering of I.M. shots to patients.
5. Educate staff on health requirements.
6. Educate staff on medication side effects and medication monitoring annually. Provide training to new staff on appropriate policy and procedure for medication management. Maintain educational and policy materials in clinical field manuals.
7. Develop strategies for providing consumer education. Educate consumers on medical issues as necessary.
8. Notify the Physician, Case Manager, Clinical Coordinator, OPMHC Supervisor, or Residential Services Supervisor of health related documentation for client record.
9. Maintain pertinent written records and documentation in accordance with CSP and OPMHC regulations.

10. Participate in the formulation of treatment plans, as appropriate.
11. Notify the Physician, Case Manager, Clinical Coordinator, OPMHC Supervisor, or Residential Services Supervisor of any psychiatric symptoms or behavior change that may require intervention.
12. Review consumer's accident, sickness, incident reports, and ensure proper follow-up.
13. Make recommendations for educational and clinical changes to the Director of Community Case Management.
14. Collaborate in development of policy related to health issues within the agency.
15. Maintain regular oral and/or written communication with the various program directors regarding job duties, concerns, and program status reports.
16. Will attend and participate in staff meetings, in-service trainings, and seminars/conferences as required.
17. Serve as liaison with other collaborative medical professionals.

**Other Duties and Responsibilities:**

1. Transport medication when necessary to individual sites or programs.
2. Perform medical/psychiatric outreach as needed.
3. Other job-related duties as may be necessary to carry out the responsibilities of the position.

**Work Relationships and Scope:** Reports directly to the Director. Works with case managers, support staff, mental health technicians, Director of Quality Assurance, Director of Residential Services, and Director of Community Case Management.

**Performance Expectations:** Professional workplace appearance and conduct; friendliness and courtesy to consumers and TLS employees; effectively communicates and develops good working relationships with co-workers; reliability in reporting to work regularly and on time; understands and adheres to established policies and procedures.

**Knowledge, Skills, and Abilities:** Bachelor of Science degree in Nursing from an accredited college Licensure of R.N. required. One-year experience working with people with mental illness. Must have good communication, listening, writing and organizational skills. Must be able to work independently in area of expertise. Certification as a generalist in psychiatric

nursing is recommended but not required. Must have some computer knowledge. Must have their own automobile, valid driver's license and carry sufficient liability insurance to meet agency standards. Must be able to bend, lift, twist, and climb at least two flights of stairs. Must be able to demonstrate clinical competence in standards of nursing practice. Must be able to read the label on medication bottles. Must be able to purchase medical supplies for the group home residents or CSP consumers.

**Working Conditions:** Work is performed in various settings such as: client's living situation, TLS facility and the TLS main office. Hours of work will vary but are usually Monday through Friday.

**Acknowledgment:** This job description describes the general nature and level of work performed by employee assigned to this position. It does not state or imply that these are the only duties and responsibilities assigned to the job. The employee may be required to perform other job-related duties as requested by the designated supervisor. All requirements are subject to change over time and to possible modifications to reasonably accommodate individuals with a disability.

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Received by Employee

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Date

**MILWAUKEE CENTER FOR INDEPENDENCE**  
Position Description  
**Licensed Practical Nurse/Pediatric Special Care**

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**NATURE OF THE WORK:**

The Licensed Practical Nurse is accountable for providing direct and indirect patient care to children with special health care needs and their families within the parameters of their licensure and the nurse practice act. Care is provided in accordance with the nursing process. Responsible for following a care plan that has been developed by the RN, reporting any changes in patient condition to the RN in charge, and providing accurate documentation of all care rendered to the children. This position reports directly to the Nursing Supervisor and/or the Director of Pediatric Special Care.

**DUTIES AND RESPONSIBILITIES:**

1. Functions in accordance with organization policies and procedures.
2. Provides direct patient care (including non IV medications) to children with special health care needs in accordance with the plan of treatment (physician orders), nursing care plan, and developmental care plan.
3. Maintains a safe and comfortable environment for the children.
4. Carries out activities under the supervision of an RN with the scope of practice for Licensed Practical Nurses.
5. Assists reinforcing learned skills included but not limited to safety, diet, nutrition, and technology.
6. Utilizes effective communication skills with patients, families, peers, and professionals on an ongoing basis.
7. Uses effective telephonic communication skills on an ongoing basis.
8. Maintains patient/family confidentiality at all times.
9. Uses critical thinking skills to address any issues that may arise while accompanying children home or to the Center on medical transport.
10. Maintains professional demeanor and behavior at all times.
11. Participates actively in care conferences as needed.
12. Adheres to dress and grooming policy of MCFI.
13. Keeps personnel file up to date.
14. Adheres to and supports the Mission statement and values of MCFI.
15. Functions as a team player.
16. Accepts constructive criticism from Supervisor.
17. Follows work rules and standards.
18. Provide skilled nursing service to children while accompanying them on medical van transport.
19. Delegate and oversee CNA performance while working in a team concept.
20. Utilize effective time management skills to perform all aspects of nursing process.
21. Accepts constructive criticism from Supervisor.

**REQUIRED QUALIFICATIONS:**

1. Graduate of an accredited Licensed Practical Nursing program.
2. Current LPN license in the State of Wisconsin and current CPR certification.
3. One year of recent clinical experience in pediatrics, home health care, caring for individuals with physical/mental challenges, or any equivalent.
4. Free from communicable disease.
5. Ability to perform tasks involving physical activity, which may include lifting up to 50 pounds, bending, and standing.

6. Effective communication skills and ability to function effectively in stressful situations.
7. Ability to establish positive interpersonal relationships with peers, patients, and families.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

1. Ability to work hours in excess of 40 hours per week.
2. Ability to render care to patients in accordance to an established plan of care for the patient.
3. Ability to communicate effectively and develop positive interpersonal relationships with peers, and clients
4. Visual/hearing sufficient to comprehend written/verbal communication.
5. Uses proper body mechanics.

**WORKING CONDITIONS/ENVIRONMENTS:**

The work environment characteristics described here are representative of those an employee may encounter while performing the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

1. Ability to successfully deal with change and potentially stressful situations.
2. Ability to work in a multi discipline care setting.

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

*Last updated 2010*

**MILWAUKEE CENTER FOR INDEPENDENCE**  
**L.I.F.E. SERVICES REGISTERED NURSE**

**NATURE OF WORK:**

This is a professional position providing health assessment, evaluation, and treatment in the L.I.F.E. Services department and oversees duties of the Activity Assistants in health related activities. This position is supervised by the Program Manager.

**DUTIES AND RESPONSIBILITIES:**

Duties listed below may vary in terms of importance and others may be added or eliminated as this position develops. In addition, specific positions within this classification may have special duties and special qualifications. Must be able to perform all the essential job functions with or without reasonable accommodation.

**ESSENTIAL DUTIES AND RESPONSIBILITIES:**

1. Provides full range of basic professional nursing services and methods to care for participants at MCFI in the L.I.F.E. Services department. Involves participants, family, physicians and other health care providers to determine health needs, health education and appropriate referral sources.
2. Performs multidimensional assessment on clients who have specialized medical issues using existing standardized tools and individual approaches.
3. Reviews all participant centered health information received including annual physical reports from physicians and related hospital discharge papers.
4. Ensures the STAR data base is up to date regarding the administration of daily medications and PRN's to L.I.F.E. Services participants.
5. Ensures all medications are given as prescribed by each individual's physician.
6. Works with Case Managers (internal and external) to ensure all medications are obtained.
7. Develops and implements a plan with L.I.F.E. Services management team to train all staff in medication review, administration, and side effects.
8. Oversees the care given by the Activity Assistants (Certified Nursing Assistants) who provide health related care to participants.
9. Develops nursing protocols and procedures using acceptable standards of care for MCFI L.I.F.E. Services staff .
10. Develops and implements educational programs to participants, and related health and safety training to staff.
11. Actively participates in both staff meetings and participants Service Treatment Plans as needed.
12. Maintains necessary compliance with all State and County imposed standards for adult day care programs.
13. Inventories, orders and maintains budget for medical supplies needed for the department.
14. Practices and promotes safety in the work place; reports all accidents according to Agency procedures.
15. Perform other related duties as assigned.

**REQUIRED QUALIFICATIONS:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The following are requirements for the job:

1. Registered or eligible for registration as a Registered Nurse in the State of Wisconsin.
2. Possession of Associates or Bachelor's degree in Nursing and two (2) years nursing experience.
3. Knowledge of the physical, psychological, and social aspects of aging throughout the lifespan, and the resultant impact on the individual family.
4. Knowledge of pathophysiology, epidemiology, and treatment of chronic diseases commonly encountered by individuals living in group settings and associated therapeutic regimens.
5. Knowledge of the spectrum of health and advocacy services available to people with disabilities in the community.

6. Possess the ability to communicate effectively both verbally and in writing.
7. An automobile, valid Wisconsin driver's license, and proper liability insurance is required.
8. Certified or eligible for certification in CPR/First Aid.

**PHYSICAL DEMANDS:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

**PHYSICAL**

1. Physical strength: Ability to transfer, lift, move resident from wheelchair, toilet, whirlpool bath and occasionally the floor. Required varying degrees of pushing, pulling and lifting due to the differences in participant weights which could be over 100 pounds.
2. Manual Dexterity: Ability to continuously perform simple/different manipulative tasks.
3. Coordination: Must be able to perform some tasks requiring good hand/eye coordination and steadiness such as use of a glucometer.
4. Mobility: Ability to continuously stand and walk.
5. Speech: Ability to continuously articulate clearly and precisely.
6. Emotional Stability: Ability to continuously deal effectively with stress created by participants with complex health care problems, multiple tasks, noises, interruptions, and work cooperatively as part of a team while maintaining a pleasant demeanor.
7. Ability to effectively communicate in writing.

**SENSORY**

1. Vision: Ability to continuously see printed material, distinguish colors.
2. Hearing: Ability to continuously hear normal sounds and voice patterns with some background noise while using a stethoscope. Able to hear the pulse beat and able to answer the phone.
3. Touch: Ability to distinguish abnormalities through palpitation.
4. Smell: Ability to use this sense to detect medical problems, smoke, soiled clothing, etc.

**COGNITIVE:**

1. Concentration: Ability to concentrate on moderate details with frequent interruptions
2. Attention Span: Ability to attend to tasks until complete
3. Conceptualization : Ability to understand and relate complex ideas and concepts.
4. Memory: Ability to remember multiple tasks and medical regimes extending over long periods of time (months).

**WORK CONDITIONS/ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities perform the essential functions.

Work setting/environment: Work is performed indoors. The Center is well-lighted. Heat and air conditioning are controlled by the building's central system with a temperature variance of not more than 7 degrees on either side of the norm of 70 degrees. There is frequent exposures to blood, body tissues and fluids with occasional exposures to hazardous materials and infectious diseases.

Equipment used: Glucometer, G-tube Feeding pumps, breathing treatment / suctioning equipment, sphygmomanometer, stethoscope, digital thermometer, telephone, wheelchair scale, office equipment (fax, copier), gait belt, wheelchair, walker, cane, pacemaker equipment, adaptive splints.

This is a general outline of the principle functions of the position and shall not be construed as an all inclusive description of all the work requirements that may be inherent in this position.

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

*Last Updated: 1/08; 08/08;06/09*

# Wisconsin Department of Safety and Professional Services

Mail To: P.O. Box 8935  
Madison, WI 53708-8935

FAX #: (608) 266-2602  
Phone #: (608) 266-2112

1400 E. Washington Avenue  
Madison, WI 53703

E-Mail: [web@dsps.wi.gov](mailto:web@dsps.wi.gov)  
Website: <http://dsps.wi.gov>

## BOARD OF NURSING

### CLINICAL FACILITY SELECTION

Completion of this form is required for each clinical facility in order to apply for authorization to admit students. This form shall be completed, kept on file in the school of nursing office, and made available to the Board upon request for all clinical facilities utilized by the nursing program (Ch. N 1.06 (3) (f), Wis. Admin. Code).

#### I. Identifying Data

A. Name of facility: Horizon Home Care & Hospice, Inc  
Address: 11400 West Lake Park Drive  
Milwaukee, WI 53224  
Phone: (414) 365-8300

B. Type of Facility:  Hospital  Nursing Home  Community Health Agency  
 Other

C. Administrator of facility: Mary Haynor, President and CEO

D. Director of Nursing Service: Coleen M. Schmidt, BSN, RN, Sr. VP of Clinical Services & COO

E. School(s) of nursing utilizing the facility:  
Columbia College of Nursing, Marquette University, UW- Milwaukee, Wisconsin Lutheran College,  
Milwaukee School of Engineering, Alverno College

#### II. Exhibits (*attach to report*)

- A. Copy of formal agreement signed by:
1. Administrator of facility
  2. Administrator of nursing program
- B. Copy of the position description for:
1. Registered Nurses
  2. Licensed Practical Nurses

-OVER-

# Wisconsin Department of Safety and Professional Services

III. Please respond to the following questions:

- A. Have the nursing program objectives been shared with the facility?  Yes  No  
Comments: the program and course objectives are shared with the facility
- B. Does the facility agree to cooperate in promoting the nursing program objectives?  Yes  No  
Comments: \_\_\_\_\_
- C. Are there experiences in the facility available to the students to meet clinical objectives?  Yes  No  
Comments: facility evaluated each semester by students and instructor for appropriateness of experiences
- D. Is the practice of registered nursing in the facility within the legal scope of practice for registered nurses as defined in Chapter 441.11(4), Wisconsin Statutes? (If no, this facility may not be approved.)  Yes  No  
Comments: \_\_\_\_\_
- E. Is the practice of licensed practical nurses in the facility within the legal scope of practice for licensed practical nurses as defined in Chapter 441.11(3), Wisconsin Statutes? (If no, this facility may not be approved.)  Yes  No  
Comments: \_\_\_\_\_

IV. Report completed by:

Lorilee R. Stutte, MSN, RN  
Name  
  
Signature  
(414) 410-4389  
Telephone Number

Program Chair  
Title  
October 26, 2013  
Date  
lrstutte@stritch.edu  
Email Address

**CARDINAL STRITCH UNIVERSITY, INC.**  
**Ruth S. Coleman College of Nursing**  
and  
**Horizon Home Care & Hospice, Inc.** VM  
**11400 West Lake Park Drive, Milwaukee, WI 53224-3035**

**Associate of Science Degree in Nursing**  
**Bachelor of Science in Nursing Completion Degree**  
**Master of Science in Nursing**

**Clinical Affiliation Agreement**

This agreement is made by and between Cardinal Stritch University, Inc., located in Milwaukee, VM Wisconsin (hereinafter referred to as the "University"), and Horizon Home Care & Hospice, Inc 11400 West Lake Park Drive, Milwaukee, WI 53224-3035 (hereinafter referred to as the "Facility"). The purpose of this Agreement is to provide practicum experiences for the students of Cardinal Stritch University, College of Nursing enrolled in the Associate, Baccalaureate or Master of Science Degree Nursing Programs.

Section I. General

- A. Duration of the Agreement
1. The agreement shall be in force and effect for a period of two years beginning 9/1/13 and terminating on 6/30/15.
  2. The agreement shall be renewable for two year periods upon the mutual consent of the parties and as evidenced in a written agreement and signed by the authorized representatives of each party. The renewal of this agreement shall be granted by both parties without delay provided that the occurrence of conditions beyond the reasonable control of either party within such period making it impractical to continue will permit such a party to refuse to renew.
- B. The agreement may be modified or revised any time by mutual consent. Such modifications or revisions must be in writing and be signed by the authorized representative of each party.
- C. Either of the parties may terminate this agreement upon six (6) months' written notice. This action shall not be effective for any student in the process of completing an experience begun before such written notice.
- D. The Facility may cancel, by written notice to the University, the clinical placement of any student whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within the Facility. The Facility will provide the student and the University with a written justification for any such cancellation. When possible, the Facility shall take reasonable steps to consult with the University prior to the cancellation of a student from the program.

- E. The parties agree to comply with all applicable federal, state and local laws, regulations and ordinances and accrediting bodies. Both parties specifically agree not to unlawfully discriminate against any individuals on the basis of race, creed, color, sex, religion, age, disability or national origin.
- F. This agreement is not a third-party beneficiary contract, and confers no rights upon any students or employees of the parties.
- G. Students are not employees of the University or the Facility, and are therefore ineligible to receive Worker's Compensation or Unemployment Compensation benefits from either party. Further, University Faculty are not eligible for coverage under the Facility's Worker's Compensation or Unemployment Compensation insurance programs.
- H. The University assumes full responsibility for offering an educational program eligible for approval by the Wisconsin Board of Nursing.
- I. The Facility shall maintain in full force and effect, at no cost to the University, general liability insurance to insure its faculty, officers, employees and agenda from liability arising out of the activities to be performed by this Agreement, with limits of not less than One million dollars (\$1,000,000.00) per occurrence and Five million dollars (\$5,000,000) in the aggregate per year. Facility shall participate in and timely pay all required fees to the Wisconsin Patients Compensation Fund and shall maintain professional liability coverage in amounts not less than amounts required by Chapter 655 of the Wisconsin Statutes as amended, or any successor thereto. The Facility shall either maintain in full force and effect, at no cost to the University, professional liability insurance to insure Facility staff members from liability, with limits of not less than One million dollars (\$1,000,000.00) per occurrence and Three million dollars (\$3,000,000.00) in the aggregate per year or require it's staff members to maintain such insurance. The Facility agrees that all such insurance may not be either revoked or reduced without at least thirty (30) days written notice to the University. Evidence of such insurance shall be provided to the University annually during the term of this agreement.
- J. The University shall maintain in full force and effect, at no cost to the Facility, general liability insurance to insure its faculty, officers, employees and agenda from liability arising out of the activities to be performed by this Agreement, with limits of not less than One million dollars (\$1,000,000.00) per occurrence and Five million dollars (\$5,000,000.00) in the aggregate per year. The University shall either maintain in full force and effect, at no cost to the Facility, incidental medical malpractice insurance to insure students and University faculty from liability with limits of not less than One million dollars (\$1,000,000.00) per occurrence and Three million dollars (\$3,000,000.00) in the aggregate per year or require it's students and faculty to maintain such insurance. This incidental medical malpractice insurance provides coverage for bodily injury arising out of the rendering of or failure to render professional health care services. Students are insureds if they are participating in a supervised internship program in satisfaction of curriculum requirements, but only while performing services or activities within the scope of the internship. Evidence of such insurance shall be provided to the Facility annually during the term of this agreement.

- K. The Facility shall indemnify, defend, and hold harmless the University, its faculty, students, agents and employees from and against any and all liabilities, claims, losses, lawsuits, judgments and/or expenses including reasonable attorney fees, arising, either directly or indirectly, from any act or failure to act by the Facility, its staff, agents and employees which may occur during or which arise out of the performance of this Agreement.

## Section II. Responsibilities and Privileges of the University

- A. The University assures that students assigned to the Facility for learning experience meet both University and the Facility standards of health and have the academic ability to profit from the experiences.
- B. The health status of each student shall have been obtained by the University, including a recent report of general physical examination with related laboratory tests and if necessary a chest x-ray, and shall be on file with the Facility before the student enters the program and needs to be available upon request of the Facility. For the sake of clarity, this information must be submitted to the education manager of the Facility using the required student information form prior to the student clinical experience.
- C. In the preceptor/student clinical practicum model College of Nursing Clinical Course Coordinators and/or Program Chairs assist students in the selection of academically experientially qualified preceptors who are willing to serve as role models, facilitators and evaluators of nursing students' (undergraduate/graduate) learning and ensures learning experiences are available to meet the learning objectives of the student.
- D. The University provides for instructor(s) of the program in nursing who are both qualified teachers and competent registered nurse practitioners.
- E. Instructors will plan, develop, implement and be responsible for all clinical instruction and evaluation of students.
- F. Instructors will be responsible for learning and observing the policies and regulations of both University and the Facility as they apply to the circumstances of clinical teaching.

## Section III. Responsibilities and Privileges of the Facility

- A. General Responsibilities
  - 1. Maintain standards which make it eligible for approval as a facility for instruction in an accredited Associate of Science, Bachelor of Science and Master of Science in Nursing degree programs.
  - 2. Permit the instructors and students of the University to use its patient care and patient service facilities for clinical education according to a plan approved by the

Wisconsin State Board of Nursing. The "Nursing Practice Plan" heretofore approved, submitted to the Facility, and reviewed and approved prior to the arrival of each new class of students will contain details of such educational goals of the University and the patient care standards of the Facility.

3. Permit the educational use of audiovisual equipment supplies, equipment that support the course objectives and student learning.
4. Provide the following facilities and services to the students in undergraduate/graduate nursing program:
  - a. Locker and dressing room areas to change into uniforms (when needed/applicable).
  - b. Access to cafeteria or dining room facilities.
  - c. Emergency medical care billed to the student or his/her insurance carrier.
5. Provide access to sources of information for educational purposes:
  - a. Charts, computerized patient records, and nursing station references such as Kardex.
  - b. Procedure guidelines, policy manuals.
  - c. Standard clinical references such as medical dictionary, information on diagnostic tests, drugs and standard references suitable to the clinical area and care program.
  - d. Use of library, books, journals, and other human and non-human resources.

**B. Staff Participation in Education Program**

1. The Facility staff may participate in education at the request of the instructor. This may be in the role of resources, persons, clinical experts or assisting in the planning and implementation of aspects of clinical education. Such participation will be voluntary and shall not interfere with hospital assigned duties.

**C. Facility Privileges**

1. May refuse educational access to its areas to any University personnel who do not meet its employee standards for safety, health, or ethical behavior, or whose presence may be disruptive.
2. May resolve any problem situation in favor of the patient's welfare and restrict the student either by excluding the student from educational access to the clinical areas

or restricting the student to the observer role until the incident can be resolved by the staff in charge and the instructor.

Section IV. Responsibilities of the Clinical Preceptor and/or Clinical Nursing Instructor

- A. Act as a role model and support system for the student.
- B. Facilitate and guide the learning process of the student.
- C. Orient the student to the health care facility and staff.
- D. Assist the student in attainment of course objectives.
- E. Collaborate with the student to establish clinical and personal objectives and identify appropriate learning opportunities and activities to meet the objectives.
- F. Assist the student with communication within the health care organization.
- G. Meet with the student/faculty as needed. (Clinical Preceptor)
- H. Contact faculty as needed to clarify any issues. (Clinical Preceptor)
- I. Provide input in the evaluation of the student's clinical performance and achievement of learning objectives. (Clinical Preceptor)
- J. With input from Clinical Preceptor, provides evaluation of the student's clinical performance and acknowledgment of learning objectives. (Clinical Nursing Instructor and/or Course Coordinator).
- K. Evaluate preceptoring experience. (Clinical Preceptor).
- L. Facilitate the evaluation of the clinical experiences by students and agency/faculty staff (Clinical Nursing Instructor and/or Course Coordinator).

Section V. Responsibilities of Clinical Facility

- A. Maintain communication with students, clinical preceptors and/or clinical nursing instructor throughout the semester.
- B. Orient clinical preceptors and/or clinical nursing instructors to the course goals and focus, and the precepting role.
- C. Assist students in the establishment of and design of activities to meet clinical objectives, and the development of the clinical evaluation tool.
- D. Assist student clinical preceptor and/or clinical nursing instructor in problem-solving.

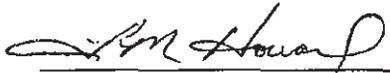
- E. Participate in ongoing evaluation of students' learning experiences with student, clinical preceptor and/or clinical nursing instructor.
- F. Provide input in the final evaluation of the student's clinical performance.

Section VI. Status of Students and Student Requirements

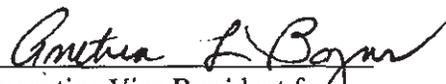
- A. Students will have the status of learners and will not replace the Facility staff nor give service to patients apart from its educational value, since they are not employees of the Facility.
- B. Students are subject to authority, policies and regulations of the Facility. They are also subject during clinical assignments to the same standards as are set for Facility employees in matters relating to the welfare of the patients.
- C. Criminal Background Check – All students who are assigned to the Clinical Education Setting shall have a background check performed under the direction of the University in accordance with applicable Wisconsin Caregiver Background Check Law. The background check shall include obtaining, as applicable, information from the Department of Justice, the Department of Regulation and Licensing, The Department of Health and Family Services and from out-of-state agencies if the student has lived outside of Wisconsin within the past three years. If the student has a criminal record, it will be evaluated by the University to determine if the individual is barred from performing duties at the Clinical Education Setting. Prior to placement of the Student, the University will notify the Clinical Education Setting in writing of any crime of which the Student has been convicted so that the Clinical Education may make a determination as to whether the conviction(s) is substantially related to the duties the Student would be performing. The Clinical Setting may refuse placement of any Student the Clinical Education Setting believes could put its patients, employees and/or visitors at risk. The University hereby agrees to notify the Clinical Education Setting when the University becomes aware that any Student on site at the Clinical Education Setting is charges with or convicted of any crime or is investigated by any government agency. Both the University and the Clinical Education Setting understand that the Student has an ongoing duty to report to the University should there be any change from the initial background check.
- D. Student Use and Disclosure of Patient Health Information - The parties agree and acknowledge that each Student may use and disclose health information concerning patients of the Clinical Education Setting in written reports and documents prepared as part of the Program in which the Student participates, and in discussions with other Students and University faculty concerning the Student's experiences at the Clinical Education Setting, which discussions may take place both at the Clinical Education Setting and in a classroom setting at the University. The parties acknowledge that disclosure of patient health information, other than information protected by the Wisconsin Mental Health Act and HIV test results, for purposes and in the manner described in the foregoing sentence, is generally permissible under Wisconsin law. All Students will be required to read and sign the Facility's Non-Disclosure of Confidential Information form.

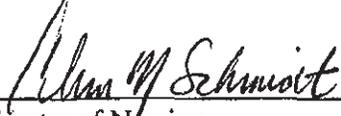
CARDINAL STRITCH UNIVERSITY, INC.

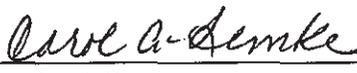
HORIZON HOME CARE & HOSPICE

By:   
Treasurer

  
Administrator Vice President + CFO

And   
Executive Vice President for  
Academic Affairs

  
Director of Nursing  
(where applicable)

And:   
Educational Coordinator  
(where applicable)

Date: 10-1-13

Date: 10/8/13

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "Agreement"), effective as of September 1, 2013 (the "Effective Date"), is entered into by and between Cardinal Stritch University, Inc. 6801 N. Yates Road, Milwaukee, WI 53217 ("Business Associate") and Horizon Home Care & Hospice, Inc. 11400 West Lake Park Drive, Milwaukee, WI 53224 ("HHCH"), is referred to as "Covered Entity" (HHCH and Business Associate are each a "Party" and collectively the "Parties").

The Parties have an agreement or agreements (the "Underlying Agreement") under which Business Associate uses and/or discloses Protected Health Information ("PHI") in its performance of the Services described below. The term "Underlying Agreement" specifically includes any and all written and oral agreements between HHCH or Covered Entity and Business Associate and purchase orders issued by Covered Entity, whether in existence as of the Effective Date or entered into at some future date, and all such agreements shall be collectively referred to as the "Underlying Agreement," provided that the singular shall mean the plural as the context so requires.

The Parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") and the Standards for Security of Electronic Protected Health Information (the "Security Rule") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). This Agreement, in conjunction with the Privacy and Security Rules, sets forth the terms and conditions pursuant to which PHI (electronic and non-electronic) that is created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity, will be handled between Business Associate and Covered Entity and with third parties during the term of their Underlying Agreement and after its termination. This Agreement is intended to supersede any business associate agreement previously in place between the Parties. The Parties agree as follows:

### 1. PERMITTED USES AND DISCLOSURES OF PHI.

- 1.1 **Services.** Pursuant to the Underlying Agreement, Business Associate provides services ("Services") for Covered Entity that involve the use and/or disclosure of PHI. Except as otherwise specified herein, Business Associate may make any and all uses of PHI necessary to perform its obligations under the Underlying Agreement. Moreover, Business Associate may disclose PHI for the purposes authorized by this Agreement only: (i) to its employees, subcontractors and agents, in accordance with Section 2.1.4 of this Agreement; or (ii) as otherwise permitted by or as required by the Privacy or Security Rule. All other uses and disclosures not authorized by this Agreement are prohibited. Except to the extent permitted in Sections 1.2.1, 1.2.2 and 1.2.3 of this Agreement, Business Associate may not use or disclose PHI in a manner that would violate the requirements of the Privacy or Security Rule if done by Covered Entity.
- 1.2 **Business Activities of Business Associate.** Unless otherwise limited herein, Business Associate may:
  - 1.2.1 Use the PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of Business Associate, provided that such uses are permitted under state and federal confidentiality laws.
  - 1.2.2 Disclose the PHI in its possession to third parties for the purpose of its proper management and administration or to fulfill any present or future legal responsibilities of Business Associate, provided that Business Associate represents to Covered Entity, in writing, that: (i) the disclosures are Required by Law as provided for in 45 C.F.R. § 164.103; or (ii) Business Associate has received from the third party written assurances regarding its confidential handling of such PHI as required under 45 C.F.R. §§ 164.504(e)(4) and 164.314, and the third party notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

- 1.2.3 If the Underlying Agreement provides for data aggregation services, provide data aggregation services relating to the health care operations of Covered Entity; provided, however, that under no circumstances may Business Associate disclose the PHI in its possession to another covered entity, whether or not aggregated, unless explicitly authorized by Covered Entity in writing.
- 1.2.4 If the Underlying Agreement provides for de-identification or when explicitly authorized by Covered Entity in writing, de-identify the PHI in its possession, provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514.

**2. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI.**

**2.1 Responsibilities of Business Associate.** With regard to its use and/or disclosure of PHI, Business Associate hereby agrees to do the following:

- 2.1.1 Not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- 2.1.2 Use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Agreement.
- 2.1.3 Report, in writing, to Covered Entity within five (5) business days any use or disclosure of PHI not provided for by this Agreement of which it becomes aware and any security incident of which it becomes aware, including breaches of unsecured PHI as required at 45 C.F.R. § 164.410, and cooperate with Covered Entity in any mitigation or breach reporting efforts.
- 2.1.4 In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of Business Associate agree, in writing, to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information.
- 2.1.5 Ensure that any agent or subcontractor to whom Business Associate provides PHI, as well as Business Associate, not provide, transmit or export PHI beyond the borders of the United States of America for any purpose or permit anyone located outside the borders of the United States of America access to PHI.
- 2.1.6 Within five (5) business days of a request by Covered Entity, make available PHI in a designated record set, if applicable, to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524.
- 2.1.7 Within five (5) business days, make any amendment(s) to PHI in a designated record set, if applicable, as directed or agreed to by Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526.
- 2.1.8 As applicable, maintain and make available the information required to provide an accounting of disclosures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528.

- 2.1.9 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).
  - 2.1.10 Upon request, make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary and to Covered Entity for purposes of determining compliance with the HIPAA Rules.
  - 2.1.11 Comply with the minimum necessary requirements under the HIPAA Rules.
  - 2.1.12 Provide all of its employees and members of its workforce who will have access to PHI with general HIPAA-related training and education prior to allowing the employees and members of its workforce access to PHI.
- 2.2 **Responsibilities of Covered Entity.** With regard to the use and/or disclosure of PHI by Business Associate, Covered Entity hereby agrees to do the following:
- 2.2.1 Inform Business Associate of any limitations in the form of notice of privacy practices that Covered Entity provides to individuals pursuant to 45 C.F.R. § 164.520, by posting on Covered Entity's website, to the extent such limitation may affect Business Associate's use or disclosure of PHI.
  - 2.2.2 Inform Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose PHI, to the extent such limitation may affect Business Associate's use or disclosure of PHI.
  - 2.2.3 Notify Business Associate, in writing and in a timely manner, of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may impact in any manner the use and/or disclosure of PHI by Business Associate under this Agreement.
  - 2.2.4 Except if Business Associate will use or disclose PHI for (and the Underlying Agreement includes provisions for) data aggregation or management and administration and legal responsibilities of Business Associate, not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy and Security Rules if done by Covered Entity.
- 2.3 **Mutual Responsibilities of the Parties.** Each Party agrees that it will reasonably cooperate with the other Party in the performance of the mutual obligations under this Agreement.
- 2.4 **No Sale of PHI.** Business Associate shall not directly or indirectly receive remuneration in exchange for PHI unless Business Associate: (i) has obtained explicit authorization from Covered Entity in writing; and (ii) has received a valid authorization from the individual that specifies that Business Associate can further exchange PHI about the individual for remuneration by the entity receiving the PHI, in compliance with the requirements of 45 C.F.R. § 164.508. The foregoing provision shall not apply to Covered Entity's payment to Business Associate for Services provided under the Underlying Agreement.
3. **TERM AND TERMINATION.**
- 3.1 **Term.** The term of this Agreement shall commence on the Effective Date, and shall terminate on the termination date of the Underlying Agreement or on the date Covered Entity

terminates this Agreement for cause as authorized in Section 3.2 of this Agreement, whichever is sooner.

**3.2 Termination for Cause.** Business Associate authorizes termination of this Agreement and the Underlying Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of this Agreement and:

3.2.1 Business Associate has not cured the breach within the time specified by Covered Entity; or

3.2.2 Covered Entity determines, in its sole discretion, that cure is not possible and provides immediate written notice of termination.

**3.3 Obligations of Business Associate upon Termination.** Within five (5) business days of termination of this Agreement, Business Associate agrees to, at Covered Entity's sole discretion, return or destroy all PHI in its possession pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) and retain no copies (which for purposes of this Agreement shall include destroying all backup tapes). Prior to doing so, Business Associate further agrees to recover any PHI in the possession of its subcontractors or agents. If it is not feasible for Business Associate to return or destroy said PHI, Business Associate will notify Covered Entity in writing and Covered Entity may disagree with Business Associate's determination. Said notification shall include: (i) a statement that Business Associate has determined that it is not feasible to return or destroy the PHI in its possession; and (ii) the specific reasons for such determination. Business Associate further agrees to extend any and all protections, limitations and restrictions contained in this Agreement to Business Associate's use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. If it is infeasible for Business Associate to obtain from a subcontractor or agent any PHI in the possession of the subcontractor or agent, Business Associate must provide a written explanation to Covered Entity and require the subcontractors and agents to agree to extend any and all protections, limitations and restrictions contained in this Agreement to the subcontractors' and/or agents' use and/or disclosure of any PHI retained after the termination of this Agreement, and to limit any further uses and/or disclosures to the purposes that make the return or destruction of the PHI infeasible. Any termination of the Underlying Agreement as provided in this Section 3, shall be without liability or further obligation on the part of Covered Entity, except those provisions that survive any termination of the Underlying Agreement.

**3.4 Automatic Termination.** This Agreement will automatically terminate without any further action of the Parties upon the termination or expiration of the Underlying Agreement.

**4. CONFIDENTIALITY.** In the course of performing under this Agreement, each Party may receive, be exposed to, or acquire the confidential information including but not limited to, all information, data, reports, records, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in any computer data base or computer readable form, as well as any information identified as confidential ("Confidential Information") of the other Party. For purposes of this Agreement, "Confidential Information" shall not include PHI, the security of which is the subject of this Agreement and is provided for elsewhere. The Parties, including their employees, agents or representative shall: (i) not disclose to any third party the Confidential Information of the other Party except as otherwise permitted by this Agreement; (ii) only permit use of such Confidential Information by employees, agents and representatives having a need to know in connection with performance under this Agreement; and (iii) advise each of their employees, agents, and representatives of their obligations to keep such Confidential Information confidential.

Notwithstanding anything to the contrary herein, each Party shall be free to use, for its own business purposes, any ideas, suggestions, concepts, know-how or techniques contained in information received from each other that directly relates to the performance under this Agreement. This provision shall not apply to Confidential Information: (i) after it becomes publicly available through no fault of either Party; (ii) which is later publicly released by either Party in writing; (iii) which is lawfully obtained from third parties without restriction; or (iv) which can be shown to be previously known or developed by either Party independently of the other Party.

## 5. INSURANCE AND INDEMNIFICATION.

- 5.1 **Insurance.** Business Associate will procure and maintain in effect during the term of this Agreement: (i) general liability insurance coverage with minimum limits of \$1 million per occurrence and \$3 million aggregate; (ii) as applicable, professional liability insurance coverage with minimum limits of \$1 million per occurrence and \$3 million in aggregate; and (iii) workers' compensation insurance coverage within statutory limits of state law in which Business Associate is located. Upon request, Business Associate shall provide evidence of continuous coverage to Covered Entity.

Covered Entity will procure and maintain in effect during the term of this Agreement: (i) general liability insurance coverage with minimum limits of \$1 million per occurrence and \$3 million aggregate; (ii) as applicable, professional liability insurance coverage with minimum limits of \$1 million per occurrence and \$3 million in aggregate; and (iii) workers' compensation insurance coverage within statutory limits of state law in which Covered Entity is located. Upon request, Covered Entity shall provide evidence of continuous coverage to Business Associate.

- 5.2 **Indemnification.** Business Associate agrees to indemnify, defend and hold harmless Covered Entity and Covered Entity's employees, directors, officers, subcontractors, agents or other members of its workforce from any costs, damages, expenses, judgments, losses, and attorneys' fees arising from any breach of this Agreement by Business Associate, or arising from any negligent or wrongful acts or omissions of Business Associate, including failure to perform its obligations under the Privacy Rule. Business Associate's indemnification obligation shall survive the expiration or termination of this Agreement for any reason.

Covered Entity agrees to indemnify, defend and hold harmless Business Associate and Business Associate's employees, directors, officers, subcontractors, agents or other members of its workforce from any costs, damages, expenses, judgments, losses, and attorneys' fees arising from any breach of this Agreement by Covered Entity, or arising from any negligent or wrongful acts or omissions of Covered Entity, including failure to perform its obligations under the Privacy Rule. Covered Entity's indemnification obligation shall survive the expiration or termination of this Agreement for any reason.

## 6. MISCELLANEOUS.

- 6.1 **Business Associate.** For purposes of this Agreement, Business Associate shall include the named Business Associate herein. However, in the event that Business Associate is otherwise a covered entity under the Privacy or Security Rule, that entity may appropriately designate a health care component of the entity, pursuant to 45 C.F.R. § 164.504(a), as Business Associate for purposes of this Agreement.
- 6.2 **Survival.** The respective rights and obligations of Business Associate and Covered Entity under this Agreement shall survive termination of this Agreement indefinitely.

- 6.3 **Amendments; Waiver.** This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of, any right or remedy as to subsequent events. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 6.4 **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.
- 6.5 **Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever; provided, however, that the Parties agree the affiliates of FH and any covered entity participating in an organized health care arrangement with Covered Entity are third-party beneficiaries of this Agreement.
- 6.6 **Notices.** Any notices required to be given hereunder shall be in writing and made by personal delivery, registered or certified mail, postage prepaid, or sent by nationally recognized express courier to such Party's address given below:

If to HHCH, to:  
 Horizon Home Care & Hospice, Inc.  
 11400 West Lake Park Drive  
 Milwaukee, WI 53224  
 Attn: Privacy Officer

If to Business Associate, to:  
 Cardinal Stritch University, Inc.  
 6801 N. Yates Road  
 Milwaukee, WI 53217  
 Attn: Business Office

Each Party named above may change its address and that of its representative for notices by the giving of notice thereof in the manner hereinabove provided.

- 6.7 **Counterparts; Facsimiles.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile or electronic copies hereof shall be deemed to be originals.
- 6.8 **Disputes.** If any controversy, dispute or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally.
- 6.9 **Waiver of Limitation of Liability and Disclaimer of Warranty.** Notwithstanding any term, condition or provision of the Underlying Agreement, any limitations of liability and/or disclaimers of warranty in the Underlying Agreement shall not apply to Business Associate's liability arising under this Agreement or any obligations arising under HIPAA.
- 6.10 **Changes in Law.** The Parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws. The Parties further recognize that this Agreement may become subject to amendments in such laws and regulations and to new legislation. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the Parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the Parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement, set forth in an executed written agreement within thirty (30) days of receipt of notice from one Party to the other Party setting forth the

proposed changes, then either Party may, by giving the other an additional sixty (60) days' written notice, terminate this Agreement, unless this Agreement would terminate earlier by its terms. In the event amendments or changes in existing law, general instructions, or new legislation, rules, regulations, or decisional law preclude or substantially preclude a contractual relationship between the Parties similar to that expressed in this Agreement, then, under such circumstances, where renegotiation of the applicable terms of this Agreement would be futile, either Party may provide the other at least sixty (60) days' advance notice of termination of this Agreement unless this Agreement would terminate earlier by its terms. Upon termination of this Agreement as hereinabove provided, neither Party shall have any further obligation hereunder except for: (i) obligations occurring prior to the date of termination; and (ii) obligations, promises or covenants contained herein which are expressly made and intended to extend beyond the terms of this Agreement.

- 6.11 **Construction of Terms.** The terms of this Agreement shall be construed in light of any applicable interpretation or guidance on HIPAA and/or the Privacy Rule issued by the Department of Health and Human Services or the Office for Civil Rights from time to time.
- 6.12 **Contradictory Terms.** Any provision of the Underlying Agreement that is directly contradictory to one or more terms of this Agreement ("Contradictory Term") shall be superseded by the terms of this Agreement as of the Effective Date of this Agreement to the extent and only to the extent of the contradiction, only for the purpose of the Covered Entity's compliance with the HIPAA Rules and only to the extent that it is reasonably impossible to comply with both the Contradictory Term and the terms of this Agreement.
- 6.13 **Representation and Warranty.** Business Associate represents and warrants to Covered Entity that all of its employees, agents, representatives, and members of its workforce, whose services may be used to fulfill obligations under this Agreement, are or shall be appropriately informed of the terms of this Agreement and are under legal obligation to Business Associate, by contract or otherwise, sufficient to enable Business Associate to fully comply with all provisions of this Agreement.
- 6.14 **Ownership of Information.** Covered Entity shall retain all ownership and other rights to PHI that Business Associate receives, has access to, creates or maintains in order to perform the Services on behalf of Covered Entity and any information derived from the PHI.
- 6.15 **Governing Law.** This Agreement and any Underlying Agreement shall be governed by Wisconsin law notwithstanding any conflicts of law provisions to the contrary.

7. **DEFINITIONS.** The following terms used in this Agreement, whether or not capitalized, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Organized Health Care Arrangement, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use. Specific definitions include:

- 7.1 **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean the Party identified as the Business Associate in the introductory paragraph of this Agreement.
- 7.2 **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall

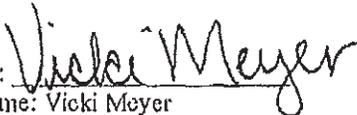
mean the Party identified as the Covered Entity in the introductory paragraph of this Agreement.

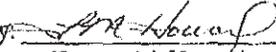
- 7.3 **Electronic Protected Health Information or Electronic PHI.** "Electronic PHI" shall mean PHI which is transmitted by Electronic Media (as defined in the Security and Privacy Rules) or maintained in Electronic Media.
- 7.4 **HIPAA Rules.** "HIPAA Rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Part 160 and Part 164.
- 7.5 **Privacy Officer.** "Privacy Officer" shall have the same meaning as the term "privacy official" as set out in its definition at 45 C.F.R. § 164.530(a)(1).
- 7.6 **Privacy Rule.** Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.
- 7.7 **Security Rule.** Security Rule shall mean the Standards for Security of Electronic Protected Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and C.
- 7.8 **Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as subsequently updated, amended, or revised.

**EFFECTIVE** as of the Effective Date.

**Horizon Home Care & Hospice, Inc.**

**Cardinal Stritch University, Inc.**

By:   
Name: Vicki Meyer  
Title: Vice President/CFO  
Date: 9/18/13

By:   
Name: Tammy M. Howard  
Title: Treasurer  
Date: 9/23/13

Operational Contact:  
Name: Vicki Meyer  
Title: Vice President, CFO  
Phone: 414-365-8300  
E-Mail: [vicki.meyer@hhch.net](mailto:vicki.meyer@hhch.net)

Operational Contact:  
Name: Kelly J. Dries  
Title: Dean, Ruth S. Coleman  
College of Nursing  
Phone: 414-410-4397  
Email: [kjdries@stritch.edu](mailto:kjdries@stritch.edu)

# Annual Performance Evaluation Summary

Employee: 0  
 Date of Hire: 1/0/1900  
 Position: RN Case Manager  
 Date of Assessment: 1/0/1900  
 Training: Annual  
 Joint Visit: Y N N/A Completion Date:

**H O R**  
 Home C

## Performance Evaluation Key

- 3. **Meets Expectations**
  - Consistently performs at an acceptable level. Frequently independently with little guidance.
  - Some areas of the function are better than adequate part of the function requires improvement.
  - Customer service to internal/external customers may not have received any legitimate customer complaints.
  - Patient outcomes meet national average (clinician).
  - No documented corrective action or repeated concerns in the past 12 months.
  - Has a solid knowledge base.

## 4. Exceeds Expectations

- Consistently performs at an acceptable level; frequently performs above expectations in results achieved and interactions with others.
- Customer service to internal/external customers exceeds the Agency standard overall.
- Patient outcomes exceed national average by 2% (clinicians only).
- Assists peers regularly and serves as a preceptor for new employees.
- Has a strong knowledge base of job requirements and regulations and is viewed as a resource by peers and manager.

## 2. Partially Meets Expectations

- Generally performs at an acceptable level. Occasionally independently but requires guidance or correction.
- Patient outcomes inconsistently meet national average (clinicians only).
- May have had documented corrective action or coaching in the 12 months, but has shown marked improvement.
- File may include meritorious comments from other staff.
- May be in training period and not completely functioning.

## 1. Does not meet expectations\*\*

- Lacks consistent performance at an acceptable level.
- Has documented corrective action or coaching in the past 12 months.
- May have received legitimate customer complaints.

Meets annual competency requirements*
Meets annual in-service requirements*
Next performance year's goals determined
Conflict of Interest/Confidentiality reviewed/signed*
Valid Drivers license*

# Annual Performance Evaluation Summary

Current Auto Insurance*
Date received in Human Resources
* Must be completed before any salary increase is granted.

- Fails to embrace opportunities for improvement.
  - Patient outcomes does not meet benchmarks (clinical)
- \*\* Immediate improvement is required. Action plan is to be implemented.

Approval Signatures/Date

Employee \_\_\_\_\_ Date \_\_\_\_\_ Manager/Supervisor \_\_\_\_\_ Date \_\_\_\_\_ Director/VP \_\_\_\_\_



# *Horizon Home Care & Hospice Inc.*

## Qualifications & Skills Requirements:

- Must be a graduate of an Accredited School of Nursing.
- Must have a current LPN License in the State of Wisconsin.
- A minimum of one year experience as an LPN in acute care, long term care (Geriatrics), or home care or Hospice setting required.
- Home health care or public health nursing experience preferred.
- Previous Home Care experience preferred.
- Excellent communication, organization, prioritization and customer relation skills.
- Current driver's license for the State of Wisconsin and proof of current automobile insurance - refer to Human Resources Policy No. 6.650 "Driver's License/Insurance" for expectations.

## Continuing Education Requirements:

- Attendance at all safety and other mandatory organization
- Complete OSHA in-services and PPD testing upon hire and

## Job Analysis & Physical Requirements

Work Environment Description: Field

Risk Category: 1

Evaluated by: Kathy Schmitz

Date: 9/2/98

### \*Risk Categories:

- 1 = Exposure anticipated in normal routine of job.
- 2 = anticipated.
- 3 = No exposure anticipated in normal routine of job. However, exposure may occur if an emergency is encountered

## Physical Exposure

- Unprotected heights
- Lighting either bright or dim
- Mechanical Hazards
- Hazardous Materials
- Infectious Diseases
- Heat or Cold
- Noise

## Physical Ability

- Hearing
- Normal
- Moderate Loss
- Deaf

## Manual Dexterity

Fine Motor Skills

## Vision, With Correction

- Normal
- Impaired
- Blind

## Color Vision

- Normal
- Impaired

## Talking/Speech

- Good
- Fair
- Mute

N= Never

O= Occasional, represents 1-33% of the time or 1-2 hours i

F= Frequent, represents 34-66% of the time or 2 1/2 - 5 1/2 h

C= Continuous, represents 66-100% of the time or 6-8 hou

## Physical Activity

		N
1	Walking	
2	Sitting	
3	Standing	
4	Reaching	
	Shoulder Height	
	Above Shoulder Height	
	Below Shoulder Height	
5	Climbing	
6	Pulling/Pushing	
	Less than 25 lbs.	
	25 - 50 lbs	
	Over 50 lbs	X
7	Lifting	
	Less than 25 lbs.	
	25 - 50 lbs	
	Over 50 lbs	X

X Good  
 \_\_\_ Fair  
 \_\_\_ Poor  
 Large Motor Skills  
 X Good  
 \_\_\_ Fair  
 \_\_\_ Poor

8	Carrying	
	Less than 25 lbs.	
	25 - 50 lbs	
	Over 50 lbs	X
9	Crawling/Kneeling	
10	Bending/Stooping/Crouching	
11	Twisting/Turning	
12	Repetitive Movement: Word Processing, Input, Writing	



	X	X	X		X	X
X						

# Wisconsin Department of Safety and Professional Services

Mail To: P.O. Box 8935  
Madison, WI 53708-8935

FAX #: (608) 266-2602  
Phone #: (608) 266-2112

1400 E. Washington Avenue  
Madison, WI 53703

E-Mail: [web@dps.wi.gov](mailto:web@dps.wi.gov)  
Website: <http://dps.wi.gov>

## BOARD OF NURSING

### CLINICAL FACILITY SELECTION

Completion of this form is required for each clinical facility in order to apply for authorization to admit students. This form shall be completed, kept on file in the school of nursing office, and made available to the Board upon request for all clinical facilities utilized by the nursing program (Ch. N 1.06 (3) (f), Wis. Admin. Code).

#### I. Identifying Data

A. Name of facility: St. Adalbert School  
Address: 1913 West Becher Street  
Milwaukee, WI 53215  
Phone: 414.645.5450

B. Type of Facility:  Hospital  Nursing Home  Community Health Agency  
 Other

C. Administrator of facility: Julia Hutchinson, Principal

D. Director of Nursing Service: NA

E. School(s) of nursing utilizing the facility:  
none  
\_\_\_\_\_  
\_\_\_\_\_

#### II. Exhibits (*attach to report*)

- A. Copy of formal agreement signed by:
1. Administrator of facility
  2. Administrator of nursing program
- B. Copy of the position description for:
1. Registered Nurses
  2. Licensed Practical Nurses

-OVER-

# Wisconsin Department of Safety and Professional Services

III. Please respond to the following questions:

- A. Have the nursing program objectives been shared with the facility?  Yes  No  
Comments: the program and course objectives are shared with the facility
- B. Does the facility agree to cooperate in promoting the nursing program objectives?  Yes  No  
Comments: \_\_\_\_\_
- C. Are there experiences in the facility available to the students to meet clinical objectives?  Yes  No  
Comments: the students provide health teaching to grade school children
- D. Is the practice of registered nursing in the facility within the legal scope of practice for registered nurses as defined in Chapter 441.11(4), Wisconsin Statutes? (If no, this facility may not be approved.)  Yes  No  
Comments: Not applicable - not providing nursing services
- E. Is the practice of licensed practical nurses in the facility within the legal scope of practice for licensed practical nurses as defined in Chapter 441.11(3), Wisconsin Statutes? (If no, this facility may not be approved.)  Yes  No  
Comments: Not applicable - not providing nursing services

IV. Report completed by:

Lorilee R. Stutte, MSN, RN  
Name  
  
Signature  
(414) 410-4389  
Telephone Number

Program Chair  
Title  
October 26, 2013  
Date  
lrstutte@stritch.edu  
Email Address

your original to HR on 7/6/13

# CSU/ST. ADALBERT SCHOOL | 2013

**CARDINAL STRITCH UNIVERSITY, INC.**  
**Ruth S. Coleman College of Nursing**

**And**

**St. Adalbert School**

**Associate of Science Degree in Nursing**  
**Bachelor of Science in Nursing Completion Degree**  
**Master of Science in Nursing**

## **Clinical Affiliation Agreement**

This agreement is made by and between Cardinal Stritch University, Inc., located in Milwaukee, Wisconsin (hereinafter referred to as the "University"), and St. Adalbert School, (hereinafter referred to as the "Facility"). The purpose of this Agreement is to provide practicum experiences for the students of Cardinal Stritch University, College of Nursing enrolled in the Associate, Baccalaureate or Master of Science Degree Nursing Programs.

### Section I. General

#### A. Duration of the Agreement

1. The agreement shall be in force and effect beginning 8/1/2013 and it shall be continued from year to year unless either party notifies the other within three (3) months of any termination date that it desires to modify any part of the agreement which shall be in writing, provided that the occurrence of conditions beyond the reasonable control of either party within such period making it impractical to continue will permit such a party to refuse to renew.

B. The agreement may be modified or revised any time by mutual consent. Such modifications or revisions must be in writing and be signed by the authorized representative of each party.

C. Either of the parties may terminate this agreement upon six (6) months' written notice. This action shall not be effective for any student in the process of completing an experience begun before such written notice.

D. The Facility may cancel, by written notice to the University, the clinical placement of any student whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within the Facility. The Facility will provide the student and the University with a written justification for any such cancellation. When possible, the Facility shall take reasonable steps to consult with the University prior to the cancellation of a student from the program.

- E. The parties agree to comply with all applicable federal, state and local laws, regulations and ordinances. Both parties specifically agree not to unlawfully discriminate against any individuals on the basis of race, creed, color, sex, religion, age, disability or national origin.
- F. This agreement is not a third-party beneficiary contract, and confers no rights upon any students or employees of the parties.
- G. Students are not employees of the University or the Facility, and are therefore ineligible to receive Worker's Compensation or Unemployment Compensation benefits from either party. Further, University Faculty are not eligible for coverage under the Facility's Worker's Compensation or Unemployment Compensation insurance programs.
- H. The University assumes full responsibility for offering an educational program eligible for approval by the Wisconsin Board of Nursing.
- I. The Facility shall maintain in full force and effect, at no cost to the University, general liability insurance to insure its faculty, officers, employees and agenda from liability arising out of the activities to be performed by this Agreement, with limits of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate per year. The Facility shall either maintain in full force and effect, at no cost to the University, professional liability insurance to insure Facility staff members from liability, with limits of not less than Four Hundred thousand dollars (\$400,000.00) per occurrence and One million dollars (\$1,000,000.00) in the aggregate per year or require it's staff members to maintain such insurance. Evidence of such insurance shall be provided to the University upon request.
- J. The University shall maintain in full force and effect, at no cost to the Facility, general liability insurance to insure its faculty, officers, employees and agenda from liability arising out of the activities to be performed by this Agreement, with limits of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate per year. The University shall either maintain in full force and effect, at no cost to the Facility, incidental medical malpractice insurance to insure students from liability with limits of not less than Four Hundred thousand dollars (\$400,000.00) per occurrence and One million dollars (\$1,000,000.00) in the aggregate per year or require it's students to maintain such insurance. This incidental medical malpractice insurance provides coverage for bodily injury arising out of the rendering of or failure to render professional health care services. Students are insured if they are participating in a supervised internship program in satisfaction of curriculum requirements, but only while performing services or activities within the scope of the internship. Evidence of such insurance shall be provided to the Facility upon request.

- K. The Facility shall indemnify, defend, and hold harmless the University, its faculty, students, agents and employees from and against any and all liabilities, claims, losses, lawsuits, judgments and/or expenses including reasonable attorney fees, arising, either directly or indirectly, from any act or failure to act by the Facility, its staff, agents and employees which may occur during or which arise out of the performance of this Agreement.
- L. The University shall indemnify, defend and hold harmless the Facility, its staff, agents and employees from and against any and all liabilities, claims, losses, lawsuits, judgments and/or expenses including reasonable attorney fees, arising, either directly or indirectly, from any act or failure to act by the University, its faculty, students, agents and employees which may occur during or which arise out of the performance of this Agreement.

Section II. Responsibilities and Privileges of the University

- A. The University assures that students assigned to the Facility for learning experience meet both University and the Facility standards of health and have the academic ability to profit from the experiences.
- B. The health status of each student shall have been obtained by the University, including a recent report of general physical examination with related laboratory tests and if necessary a chest x-ray, and shall be on file with the Facility before the student enters the program.
- C. In the preceptor/student clinical practicum model College of Nursing Clinical Course Coordinators and/or Program Chairs assist students in the selection of academically experientially qualified preceptors who are willing to serve as role models, facilitators and evaluators of nursing students' (undergraduate/graduate) learning and ensures learning experiences are available to meet the learning objectives of the student.
- D. The University provides for instructor(s) of the program in nursing who are both qualified teachers and competent registered nurse practitioners.
- E. Instructors will plan, develop, implement and be responsible for all clinical instruction and evaluation of students.
- F. Instructors will be responsible for learning and observing the policies and regulations of both University and the Facility as they apply to the circumstances of clinical teaching.

Section III. Responsibilities and Privileges of the Facility

A. General Responsibilities

1. Maintain standards which make it eligible for approval as a facility for instruction in an accredited Associate of Science, Bachelor of Science and Master of Science in Nursing degree programs.
2. Permit the instructors and students of the University to use its patient care and patient service facilities for clinical education according to a plan approved by the Wisconsin State Board of Nursing. The "Nursing Practice Plan" heretofore approved, submitted to the Facility, and reviewed and approved prior to the arrival of each new class of students will contain details of such educational goals of the University and the patient care standards of the Facility.

Facility shall participate in and timely pay all required fees to the Wisconsin Patients Compensation Fund and shall maintain professional liability coverage in amounts not less than amounts required by Chapter 655 of the Wisconsin Statutes as amended, or any successor thereto. The Facility's professional liability insurance coverage shall have limits of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate per year. The Facility agrees that all such insurance may not be either revoked or reduced without at least thirty (30) days written notice to the University. Evidence of such insurance shall be provided to the University upon request.

3. Permit the educational use of audiovisual equipment supplies, equipment that support the course objectives and student learning.
4. Provide the following facilities and services to the students in undergraduate/graduate nursing program:
  - a. Locker and dressing room areas to change into uniforms (when needed/applicable).
  - b. Access to cafeteria or dining room facilities.
  - c. Emergency medical care billed to the student or his/her insurance carrier.

5. Provide access to sources of information for educational purposes:
  - a. Charts, computerized patient records, and nursing station references such as Kardex.
  - b. Procedure guidelines, policy manuals.
  - c. Standard clinical references such as medical dictionary, information on diagnostic tests, drugs and standard references suitable to the clinical area and care program.
  - d. Use of library, books, journals, computer access and other human and non-human resources.

B. Staff Participation in Education Program

1. The Facility staff may participate in education at the request of the instructor. This may be in the role of resources, persons, clinical experts or assisting in the planning and implementation of aspects of clinical education. Such participation will be voluntary and shall not interfere with hospital assigned duties.

C. Facility Privileges

1. May refuse educational access to its areas to any University personnel who do not meet its employee standards for safety, health, or ethical behavior, or whose presence may be disruptive.
2. May resolve any problem situation in favor of the patient's welfare and restrict the student either by excluding the student from educational access to the clinical areas or restricting the student to the observer role until the incident can be resolved by the staff in charge and the instructor.

Section IV. Responsibilities of the Clinical Preceptor and/or Clinical Nursing Instructor

- A. Act as a role model and support system for the student.
- B. Facilitate and guide the learning process of the student.
- C. Orient the student to the health care facility and staff.
- D. Assist the student in attainment of course objectives.
- E. Collaborate with the student to establish clinical and personal objectives and identify appropriate learning opportunities and activities to meet the objectives.

- F. Assist the student with communication within the health care organization.
- G. Meet with the student/faculty as needed. (Clinical Preceptor)
- H. Contact faculty as needed to clarify any issues. (Clinical Preceptor)
- I. Provide input in the evaluation of the student's clinical performance and achievement of learning objectives. (Clinical Preceptor)
- J. With input from Clinical Preceptor, provides evaluation of the student's clinical performance and acknowledgment of learning objectives. (Clinical Nursing Instructor and/or Course Coordinator).
- K. Evaluate precepting experience. (Clinical Preceptor).
- L. Facilitate the evaluation of the clinical experiences by students and agency/faculty staff (Clinical Nursing Instructor and/or Course Coordinator).

Section V. Responsibilities of Clinical Facility

- A. Maintain communication with students, clinical preceptors and/or clinical nursing instructor throughout the semester.
- B. Orient clinical preceptors and/or clinical nursing instructors to the course goals and focus, and the precepting role.
- C. Assist students in the establishment of and design of activities to meet clinical objectives, and the development of the clinical evaluation tool.
- D. Assist student clinical preceptor and/or clinical nursing instructor in problem-solving.
- E. Participate in ongoing evaluation of students' learning experiences with student, clinical preceptor and/or clinical nursing instructor.
- F. Provide input in the final evaluation of the student's clinical performance.

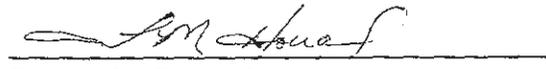
Section VI. Status of Students

- A. Students will have the status of learners and will not replace the Facility staff nor give service to patients apart from its educational value, since they are not employees of the Facility.
  
- B. Students are subject to authority, policies and regulations of the Facility. They are also subject during clinical assignments to the same standards as are set for Facility employees in matters relating to the welfare of the patients.

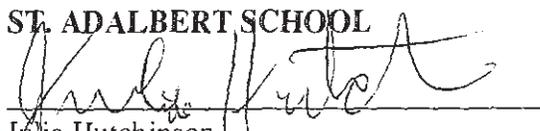
**CARDINAL STRITCH UNIVERSITY, INC.**

  
\_\_\_\_\_  
Kelly J. Dries  
Dean, Ruth S. Coleman College of Nursing  
Cardinal Stritch University

4/18/13 Date

  
\_\_\_\_\_  
Tammy M. Howard  
Treasurer  
Cardinal Stritch University

4/22/13 Date

**ST. ADALBERT SCHOOL**  
  
\_\_\_\_\_  
Julia Hutchinson  
Principal  
St. Adalbert School

5/1/2013 Date

# Wisconsin Department of Safety and Professional Services

Mail To: P.O. Box 8935  
Madison, WI 53708-8935

FAX #: (608) 266-2602  
Phone #: (608) 266-2112

1400 E. Washington Avenue  
Madison, WI 53703

E-Mail: [web@dsps.wi.gov](mailto:web@dsps.wi.gov)  
Website: <http://dsps.wi.gov>

## BOARD OF NURSING

### CLINICAL FACILITY SELECTION

Completion of this form is required for each clinical facility in order to apply for authorization to admit students. This form shall be completed, kept on file in the school of nursing office, and made available to the Board upon request for all clinical facilities utilized by the nursing program (Ch. N 1.06 (3) (f), Wis. Admin. Code).

#### I. Identifying Data

A. Name of facility: Our Lady Queen of Peace School  
Address: 2733 West Euclid Avenue  
Milwaukee, WI 53215  
Phone: 414.672.6660

B. Type of Facility:  Hospital  Nursing Home  Community Health Agency  
 Other

C. Administrator of facility: Janet Orlowski, Principle

D. Director of Nursing Service: NA

E. School(s) of nursing utilizing the facility:  
none  
\_\_\_\_\_  
\_\_\_\_\_

#### II. Exhibits (*attach to report*)

A. Copy of formal agreement signed by:

1. Administrator of facility
2. Administrator of nursing program

B. Copy of the position description for:

1. Registered Nurses
2. Licensed Practical Nurses

-OVER-

# Wisconsin Department of Safety and Professional Services

III. Please respond to the following questions:

- A. Have the nursing program objectives been shared with the facility?  Yes  No  
Comments: the program and course objectives are shared with the facility
- B. Does the facility agree to cooperate in promoting the nursing program objectives?  Yes  No  
Comments: \_\_\_\_\_
- C. Are there experiences in the facility available to the students to meet clinical objectives?  Yes  No  
Comments: the students provide health teaching to grade school children
- D. Is the practice of registered nursing in the facility within the legal scope of practice for registered nurses as defined in Chapter 441.11(4), Wisconsin Statutes? (If no, this facility may not be approved.)  Yes  No  
Comments: Not applicable - not providing nursing services
- E. Is the practice of licensed practical nurses in the facility within the legal scope of practice for licensed practical nurses as defined in Chapter 441.11(3), Wisconsin Statutes? (If no, this facility may not be approved.)  Yes  No  
Comments: Not applicable - not providing nursing services

IV. Report completed by:

Lorilee R. Stutte, MSN, RN

Name

Lor Stutte

Signature

(414) 410-4389

Telephone Number

Program Chair

Title

October 26, 2013

Date

lrstutte@stitch.edu

Email Address

KKK Sent original to Brian  
Blank on 10/31/12

# CSU/Our Lady Queen of Peace Contract | 2009

**CARDINAL STRITCH UNIVERSITY, INC.**  
**Ruth S. Coleman College of Nursing**  
and

**Our Lady Queen of Peace School**

**Associate of Science Degree in Nursing**  
**Bachelor of Science in Nursing Completion Degree**  
**Master of Science in Nursing**

**Clinical Affiliation Agreement**

This agreement is made by and between Cardinal Stritch University, Inc., located in Milwaukee, Wisconsin (hereinafter referred to as the "University"), and Our Lady Queen of Peace School (hereinafter referred to as the "Facility"). The purpose of this Agreement is to provide practicum experiences for the students of Cardinal Stritch University, College of Nursing enrolled in the Associate, Baccalaureate or Master of Science Degree Nursing Programs.

## Section I. General

### A. Duration of the Agreement

1. The agreement shall be in force and effect beginning September 22, 2009 and it shall be continued from year to year unless either party notifies the other within three (3) months of any termination date that it desires to modify any part of the agreement which shall be in writing, provided that the occurrence of conditions beyond the reasonable control of either party within such period making it impractical to continue will permit such a party to refuse to renew.

B. The agreement may be modified or revised any time by mutual consent. Such modifications or revisions must be in writing and be signed by the authorized representative of each party.

C. Either of the parties may terminate this agreement upon six (6) months' written notice. This action shall not be effective for any student in the process of completing an experience begun before such written notice.

D. The Facility may cancel, by written notice to the University, the clinical placement of any student whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within the Facility. The Facility will provide the student and the University with a written justification for any such cancellation. When possible, the Facility shall take reasonable steps to consult with the University prior to the cancellation of a student from the program.

- E. The parties agree to comply with all applicable federal, state and local laws, regulations and ordinances. Both parties specifically agree not to unlawfully discriminate against any individuals on the basis of race, creed, color, sex, religion, age, disability or national origin.
- F. This agreement is not a third-party beneficiary contract, and confers no rights upon any students or employees of the parties.
- G. Students are not employees of the University or the Facility, and are therefore ineligible to receive Worker's Compensation or Unemployment Compensation benefits from either party. Further, University Faculty are not eligible for coverage under the Facility's Worker's Compensation or Unemployment Compensation insurance programs.
- H. The University assumes full responsibility for offering an educational program eligible for approval by the Wisconsin Board of Nursing.
- I. The Facility shall maintain in full force and effect, at no cost to the University, general liability insurance to insure its faculty, officers, employees and agenda from liability arising out of the activities to be performed by this Agreement, with limits of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate per year. The Facility shall either maintain in full force and effect, at no cost to the University, professional liability insurance to insure Facility staff members from liability, with limits of not less than Four Hundred thousand dollars (\$400,000.00) per occurrence and One million dollars (\$1,000,000.00) in the aggregate per year or require it's staff members to maintain such insurance. Evidence of such insurance shall be provided to the University upon request.
- J. The University shall maintain in full force and effect, at no cost to the Facility, general liability insurance to insure its faculty, officers, employees and agenda from liability arising out of the activities to be performed by this Agreement, with limits of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate per year. The University shall either maintain in full force and effect, at no cost to the Facility, professional liability insurance to insure Students from liability, with limits of not less than Four Hundred thousand dollars (\$400,000.00) per occurrence and One million dollars (\$1,000,000.00) in the aggregate per year or require it's students to maintain such insurance. Evidence of such insurance shall be provided to the Facility upon request.
- K. The Facility shall indemnify, defend, and hold harmless the University, its faculty, students, agents and employees from and against any and all liabilities, claims, losses, lawsuits, judgments and/or expenses including reasonable attorney fees, arising, either directly or indirectly, from any act or failure to act by the Facility, its staff, agents and employees which may occur during or which arise out of the performance of this Agreement.
- L. The University shall indemnify, defend and hold harmless the Facility, its staff, agents and employees from and against any and all liabilities, claims, losses, lawsuits, judgments

and/or expenses including reasonable attorney fees, arising, either directly or indirectly, from any act or failure to act by the University, its faculty, students, agents and employees which may occur during or which arise out of the performance of this Agreement.

Section II. Responsibilities and Privileges of the University

- A. The University assures that students assigned to the Facility for learning experience meet both University and the Facility standards of health and have the academic ability to profit from the experiences.
- B. The health status of each student shall have been obtained by the University, including a recent report of general physical examination with related laboratory tests and if necessary a chest x-ray, and shall be on file with the Facility before the student enters the program.
- C. In the preceptor/student clinical practicum model College of Nursing Clinical Course Coordinators and/or Program Chairs assist students in the selection of academically experientially qualified preceptors who are willing to serve as role models, facilitators and evaluators of nursing students' (undergraduate/graduate) learning and ensures learning experiences are available to meet the learning objectives of the student.
- D. The University provides for instructor(s) of the program in nursing who are both qualified teachers and competent registered nurse practitioners.
- E. Instructors will plan, develop, implement and be responsible for all clinical instruction and evaluation of students.
- F. Instructors will be responsible for learning and observing the policies and regulations of both University and the Facility as they apply to the circumstances of clinical teaching.

Section III. Responsibilities and Privileges of the Facility

A. General Responsibilities

- 1. Maintain standards which make it eligible for approval as a facility for instruction in an accredited Associate of Science, Bachelor of Science and Master of Science in Nursing degree programs.
- 2. Permit the instructors and students of the University to use its patient care and patient service facilities for clinical education according to a plan approved by the Wisconsin State Board of Nursing. The "Nursing Practice Plan" heretofore approved, submitted to the Facility, and reviewed and approved prior to the arrival of each new class of students will contain details of such educational goals of the University and the patient care standards of the Facility.

Facility shall participate in and timely pay all required fees to the Wisconsin Patients Compensation Fund and shall maintain professional liability coverage in amounts not less than amounts required by Chapter 655 of the Wisconsin Statutes

as amended, or any successor thereto. The Facility's professional liability insurance coverage shall have limits of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate per year. The Facility agrees that all such insurance may not be either revoked or reduced without at least thirty (30) days written notice to the University. Evidence of such insurance shall be provided to the University upon request.

3. Permit the educational use of audiovisual equipment supplies, equipment that support the course objectives and student learning.
4. Provide the following facilities and services to the students in undergraduate/graduate nursing program:
  - a. Locker and dressing room areas to change into uniforms (when needed/applicable).
  - b. Access to cafeteria or dining room facilities.
  - c. Emergency medical care billed to the student or his/her insurance carrier.
5. Provide access to sources of information for educational purposes:
  - a. Charts, computerized patient records, and nursing station references such as Kardex.
  - b. Procedure guidelines, policy manuals.
  - c. Standard clinical references such as medical dictionary, information on diagnostic tests, drugs and standard references suitable to the clinical area and care program.
  - d. Use of library, books, journals, computer access and other human and non-human resources.

B. Staff Participation in Education Program

1. The Facility staff may participate in education at the request of the instructor. This may be in the role of resources, persons, clinical experts or assisting in the planning and implementation of aspects of clinical education. Such participation will be voluntary and shall not interfere with hospital assigned duties.

C. Facility Privileges

1. May refuse educational access to its areas to any University personnel who do not meet its employee standards for safety, health, or ethical behavior, or whose presence may be disruptive.

2. May resolve any problem situation in favor of the patient's welfare and restrict the student either by excluding the student from educational access to the clinical areas or restricting the student to the observer role until the incident can be resolved by the staff in charge and the instructor.

Section IV. Responsibilities of the Clinical Preceptor and/or Clinical Nursing Instructor

- A. Act as a role model and support system for the student.
- B. Facilitate and guide the learning process of the student.
- C. Orient the student to the health care facility and staff.
- D. Assist the student in attainment of course objectives.
- E. Collaborate with the student to establish clinical and personal objectives and identify appropriate learning opportunities and activities to meet the objectives.
- F. Assist the student with communication within the health care organization.
- G. Meet with the student/faculty as needed. (Clinical Preceptor)
- H. Contact faculty as needed to clarify any issues. (Clinical Preceptor)
- I. Provide input in the evaluation of the student's clinical performance and achievement of learning objectives. (Clinical Preceptor)
- J. With input from Clinical Preceptor, provides evaluation of the student's clinical performance and acknowledgment of learning objectives. (Clinical Nursing Instructor and/or Course Coordinator).
- K. Evaluate preceptoring experience. (Clinical Preceptor).
- L. Facilitate the evaluation of the clinical experiences by students and agency/faculty staff (Clinical Nursing Instructor and/or Course Coordinator).

Section V. Responsibilities of Clinical Faculty

- A. Maintain communication with students, clinical preceptors and/or clinical nursing instructor throughout the semester.
- B. Orient clinical preceptors and/or clinical nursing instructors to the course goals and focus, and the precepting role.

- C. Assist students in the establishment of and design of activities to meet clinical objectives, and the development of the clinical evaluation tool.
- D. Assist student clinical preceptor and/or clinical nursing instructor in problem-solving.
- E. Participate in ongoing evaluation of students' learning experiences with student, clinical preceptor and/or clinical nursing instructor.
- F. Provide input in the final evaluation of the student's clinical performance.

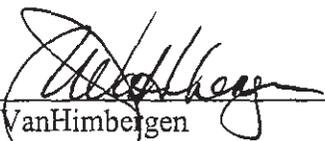
Section VI. Status of Students

- A. Students will have the status of learners and will not replace the Facility staff nor give service to patients apart from its educational value, since they are not employees of the Facility.
- B. Students are subject to authority, policies and regulations of the Facility. They are also subject during clinical assignments to the same standards as are set for Facility employees in matters relating to the welfare of the patients.

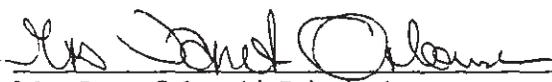
**CARDINAL STRITCH UNIVERSITY, INC.**

  
\_\_\_\_\_  
Ruth M. White, PhD, RN  
Dean, Ruth S. Coleman College of Nursing

9/11/09 Date

  
\_\_\_\_\_  
Thomas W. VanHimbergen  
Executive Vice-President for Administration &  
Chief Financial Officer

9-11-09 Date

  
\_\_\_\_\_  
Mrs. Janet Orłowski, Principal  
Our Lady Queen of Peace School

9-15-09 Date

# Wisconsin Department of Safety and Professional Services

Mail To: P.O. Box 8935  
Madison, WI 53708-8935

FAX #: (608) 266-2602  
Phone #: (608) 266-2112

1400 E. Washington Avenue  
Madison, WI 53703

E-Mail: [web@dsps.wi.gov](mailto:web@dsps.wi.gov)  
Website: <http://dsps.wi.gov>

## BOARD OF NURSING

### CLINICAL FACILITY SELECTION

Completion of this form is required for each clinical facility in order to apply for authorization to admit students. This form shall be completed, kept on file in the school of nursing office, and made available to the Board upon request for all clinical facilities utilized by the nursing program (Ch. N 1.06 (3) (f), Wis. Admin. Code).

#### I. Identifying Data

A. Name of facility: Christ Memorial Lutheran School  
Address: 5719 North Teutonia Avenue  
Milwaukee, WI 53209  
Phone: 414.641.3371

B. Type of Facility:  Hospital  Nursing Home  Community Health Agency  
 Other

C. Administrator of facility: Kenneth Morton, Administrator

D. Director of Nursing Service: NA

E. School(s) of nursing utilizing the facility:  
none  
\_\_\_\_\_  
\_\_\_\_\_

#### II. Exhibits (*attach to report*)

A. Copy of formal agreement signed by:

1. Administrator of facility
2. Administrator of nursing program

B. Copy of the position description for:

1. Registered Nurses
2. Licensed Practical Nurses

-OVER-

## Wisconsin Department of Safety and Professional Services

III. Please respond to the following questions:

- A. Have the nursing program objectives been shared with the facility?  Yes  No  
Comments: the program and course objectives are shared with the facility
- B. Does the facility agree to cooperate in promoting the nursing program objectives?  Yes  No  
Comments: \_\_\_\_\_
- C. Are there experiences in the facility available to the students to meet clinical objectives?  Yes  No  
Comments: the students provide health teaching to grade school children
- D. Is the practice of registered nursing in the facility within the legal scope of practice for registered nurses as defined in Chapter 441.11(4), Wisconsin Statutes? (If no, this facility may not be approved.)  Yes  No  
Comments: Not applicable - not providing nursing services
- E. Is the practice of licensed practical nurses in the facility within the legal scope of practice for licensed practical nurses as defined in Chapter 441.11(3), Wisconsin Statutes? (If no, this facility may not be approved.)  Yes  No  
Comments: Not applicable - not providing nursing services

IV. Report completed by:

Lorilee R. Stutte, MSN, RN

Name

Lorilee Stutte

Signature

(414) 410-4389

Telephone Number

Program Chair

Title

October 26, 2013

Date

lrstutte@stritch.edu

Email Address

**CARDINAL STRITCH UNIVERSITY, INC.**  
**Ruth S. Coleman College of Nursing**

**And**

**Christ Memorial Lutheran School**

**Associate of Science Degree in Nursing**  
**Bachelor of Science in Nursing Completion Degree**  
**Master of Science in Nursing**

**Clinical Affiliation Agreement**

This agreement is made by and between Cardinal Stritch University, Inc., located in Milwaukee, Wisconsin (hereinafter referred to as the "University"), and Christ Memorial Lutheran School, (hereinafter referred to as the "Facility"). The purpose of this Agreement is to provide practicum experiences for the students of Cardinal Stritch University, College of Nursing enrolled in the Associate, Baccalaureate or Master of Science Degree Nursing Programs.

Section I. General

- A. Duration of the Agreement
  - 1. The agreement shall be in force and effect beginning May 1, 2012 and it shall be continued from year to year unless either party notifies the other within three (3) months of any termination date that it desires to modify any part of the agreement which shall be in writing, provided that the occurrence of conditions beyond the reasonable control of either party within such period making it impractical to continue will permit such a party to refuse to renew.
- B. The agreement may be modified or revised any time by mutual consent. Such modifications or revisions must be in writing and be signed by the authorized representative of each party.
- C. Either of the parties may terminate this agreement upon six (6) months' written notice. This action shall not be effective for any student in the process of completing an experience begun before such written notice.
- D. The Facility may cancel, by written notice to the University, the clinical placement of any student whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within the Facility. The Facility will provide the student and the University with a written justification for any such cancellation. When possible, the Facility shall take reasonable steps to consult with the University prior to the cancellation of a student from the program.

- E. The parties agree to comply with all applicable federal, state and local laws, regulations and ordinances. Both parties specifically agree not to unlawfully discriminate against any individuals on the basis of race, creed, color, sex, religion, age, disability or national origin.
- F. This agreement is not a third-party beneficiary contract, and confers no rights upon any students or employees of the parties.
- G. Students are not employees of the University or the Facility, and are therefore ineligible to receive Worker's Compensation or Unemployment Compensation benefits from either party. Further, University Faculty are not eligible for coverage under the Facility's Worker's Compensation or Unemployment Compensation insurance programs.
- H. The University assumes full responsibility for offering an educational program eligible for approval by the Wisconsin Board of Nursing.
- I. The Facility shall maintain in full force and effect, at no cost to the University, general liability insurance to insure its faculty, officers, employees and agenda from liability arising out of the activities to be performed by this Agreement, with limits of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate per year. The Facility shall either maintain in full force and effect, at no cost to the University, professional liability insurance to insure Facility staff members from liability, with limits of not less than Four Hundred thousand dollars (\$400,000.00) per occurrence and One million dollars (\$1,000,000.00) in the aggregate per year or require it's staff members to maintain such insurance. Evidence of such insurance shall be provided to the University upon request.
- J. The University shall maintain in full force and effect, at no cost to the Facility, general liability insurance to insure its faculty, officers, employees and agenda from liability arising out of the activities to be performed by this Agreement, with limits of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate per year. The University shall either maintain in full force and effect, at no cost to the Facility, incidental medical malpractice insurance to insure students from liability with limits of not less than Four Hundred thousand dollars (\$400,000.00) per occurrence and One million dollars (\$1,000,000.00) in the aggregate per year or require it's students to maintain such insurance. This incidental medical malpractice insurance provides coverage for bodily injury arising out of the rendering of or failure to render professional health care services. Students are insured if they are participating in a supervised internship program in satisfaction of curriculum requirements, but only while performing services or activities within the scope of the internship. Evidence of such insurance shall be provided to the Facility upon request.

- K. The Facility shall indemnify, defend, and hold harmless the University, its faculty, students, agents and employees from and against any and all liabilities, claims, losses, lawsuits, judgments and/or expenses including reasonable attorney fees, arising, either directly or indirectly, from any act or failure to act by the Facility, its staff, agents and employees which may occur during or which arise out of the performance of this Agreement.
- L. The University shall indemnify, defend and hold harmless the Facility, its staff, agents and employees from and against any and all liabilities, claims, losses, lawsuits, judgments and/or expenses including reasonable attorney fees, arising, either directly or indirectly, from any act or failure to act by the University, its faculty, students, agents and employees which may occur during or which arise out of the performance of this Agreement.

Section II. Responsibilities and Privileges of the University

- A. The University assures that students assigned to the Facility for learning experience meet both University and the Facility standards of health and have the academic ability to profit from the experiences.
- B. The health status of each student shall have been obtained by the University, including a recent report of general physical examination with related laboratory tests and if necessary a chest x-ray, and shall be on file with the Facility before the student enters the program.
- C. In the preceptor/student clinical practicum model College of Nursing Clinical Course Coordinators and/or Program Chairs assist students in the selection of academically experientially qualified preceptors who are willing to serve as role models, facilitators and evaluators of nursing students' (undergraduate/graduate) learning and ensures learning experiences are available to meet the learning objectives of the student.
- D. The University provides for instructor(s) of the program in nursing who are both qualified teachers and competent registered nurse practitioners.
- E. Instructors will plan, develop, implement and be responsible for all clinical instruction and evaluation of students.
- F. Instructors will be responsible for learning and observing the policies and regulations of both University and the Facility as they apply to the circumstances of clinical teaching.

Section III. Responsibilities and Privileges of the Facility

A. General Responsibilities

1. Maintain standards which make it eligible for approval as a facility for instruction in an accredited Associate of Science, Bachelor of Science and Master of Science in Nursing degree programs.
2. Permit the instructors and students of the University to use its patient care and patient service facilities for clinical education according to a plan approved by the Wisconsin State Board of Nursing. The "Nursing Practice Plan" heretofore approved, submitted to the Facility, and reviewed and approved prior to the arrival of each new class of students will contain details of such educational goals of the University and the patient care standards of the Facility.

Facility shall participate in and timely pay all required fees to the Wisconsin Patients Compensation Fund and shall maintain professional liability coverage in amounts not less than amounts required by Chapter 655 of the Wisconsin Statutes as amended, or any successor thereto. The Facility's professional liability insurance coverage shall have limits of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate per year. The Facility agrees that all such insurance may not be either revoked or reduced without at least thirty (30) days written notice to the University. Evidence of such insurance shall be provided to the University upon request.

3. Permit the educational use of audiovisual equipment supplies, equipment that support the course objectives and student learning.
4. Provide the following facilities and services to the students in undergraduate/graduate nursing program:
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  - c. Emergency medical care billed to the student or his/her insurance carrier.
5. Provide access to sources of information for educational purposes:
  - a. Charts, computerized patient records, and nursing station references such as Kardex.

- b. Procedure guidelines, policy manuals.
- c. Standard clinical references such as medical dictionary, information on diagnostic tests, drugs and standard references suitable to the clinical area and care program.
- d. Use of library, books, journals, computer access and other human and non-human resources.

B. Staff Participation in Education Program

- 1. The Facility staff may participate in education at the request of the instructor. This may be in the role of resources, persons, clinical experts or assisting in the planning and implementation of aspects of clinical education. Such participation will be voluntary and shall not interfere with hospital assigned duties.

C. Facility Privileges

- 1. May refuse educational access to its areas to any University personnel who do not meet its employee standards for safety, health, or ethical behavior, or whose presence may be disruptive.
- 2. May resolve any problem situation in favor of the patient's welfare and restrict the student either by excluding the student from educational access to the clinical areas or restricting the student to the observer role until the incident can be resolved by the staff in charge and the instructor.

Section IV. Responsibilities of the Clinical Preceptor and/or Clinical Nursing Instructor

- A. Act as a role model and support system for the student.
- B. Facilitate and guide the learning process of the student.
- C. Orient the student to the health care facility and staff.
- D. Assist the student in attainment of course objectives.
- E. Collaborate with the student to establish clinical and personal objectives and identify appropriate learning opportunities and activities to meet the objectives.
- F. Assist the student with communication within the health care organization.
- G. Meet with the student/faculty as needed. (Clinical Preceptor)

- H. Contact faculty as needed to clarify any issues. (Clinical Preceptor)
- I. Provide input in the evaluation of the student's clinical performance and achievement of learning objectives. (Clinical Preceptor)
- J. With input from Clinical Preceptor, provides evaluation of the student's clinical performance and acknowledgment of learning objectives. (Clinical Nursing Instructor and/or Course Coordinator).
- K. Evaluate preceptoring experience. (Clinical Preceptor).
- L. Facilitate the evaluation of the clinical experiences by students and agency/faculty staff (Clinical Nursing Instructor and/or Course Coordinator).

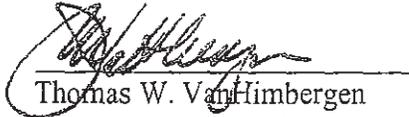
Section V. Responsibilities of Clinical Facility

- A. Maintain communication with students, clinical preceptors and/or clinical nursing instructor throughout the semester.
- B. Orient clinical preceptors and/or clinical nursing instructors to the course goals and focus, and the precepting role.
- C. Assist students in the establishment of and design of activities to meet clinical objectives, and the development of the clinical evaluation tool.
- D. Assist student clinical preceptor and/or clinical nursing instructor in problem-solving.
- E. Participate in ongoing evaluation of students' learning experiences with student, clinical preceptor and/or clinical nursing instructor.
- F. Provide input in the final evaluation of the student's clinical performance.

Section VI. Status of Students

- A. Students will have the status of learners and will not replace the Facility staff nor give service to patients apart from its educational value, since they are not employees of the Facility.
- B. Students are subject to authority, policies and regulations of the Facility. They are also subject during clinical assignments to the same standards as are set for Facility employees in matters relating to the welfare of the patients.

CARDINAL STRITCH UNIVERSITY, INC.



Thomas W. Van Himbergen  
Executive Vice-President for Administration & Chief Financial Officer  
Cardinal Stritch University

4/24/12 Date



Mr. Kenneth Marton  
Administrator  
Christ Memorial Lutheran School

5/2/12 Date



Ms. Katie Foxe  
Educational Coordinator  
Christ Memorial Lutheran School

5/2/12 Date

# Wisconsin Department of Safety and Professional Services

Mail To: P.O. Box 8935  
Madison, WI 53708-8935

FAX #: (608) 266-2602  
Phone #: (608) 266-2112

1400 E. Washington Avenue  
Madison, WI 53703

E-Mail: [web@dps.wi.gov](mailto:web@dps.wi.gov)  
Website: <http://dps.wi.gov>

## BOARD OF NURSING CLINICAL FACILITY SELECTION

Completion of this form is required for each clinical facility in order to apply for authorization to admit students. This form shall be completed, kept on file in the school of nursing office, and made available to the Board upon request for all clinical facilities utilized by the nursing program (Ch. N 1.06 (3) (f), Wis. Admin. Code).

### I. Identifying Data

A. Name of facility: Blessed Sacrament School  
Address: 3216 South 41st Street  
Milwaukee, WI 53215  
Phone: 414.649.4730

B. Type of Facility:  Hospital  Nursing Home  Community Health Agency  
 Other

C. Administrator of facility: Jean Pyzyk, Principal

D. Director of Nursing Service: NA

E. School(s) of nursing utilizing the facility:  
none  
\_\_\_\_\_  
\_\_\_\_\_

### II. Exhibits (*attach to report*)

- A. Copy of formal agreement signed by:
1. Administrator of facility
  2. Administrator of nursing program
- B. Copy of the position description for:
1. Registered Nurses
  2. Licensed Practical Nurses

-OVER-

# Wisconsin Department of Safety and Professional Services

III. Please respond to the following questions:

- A. Have the nursing program objectives been shared with the facility?  Yes  No  
Comments: the program and course objectives are shared with the facility
- B. Does the facility agree to cooperate in promoting the nursing program objectives?  Yes  No  
Comments: \_\_\_\_\_
- C. Are there experiences in the facility available to the students to meet clinical objectives?  Yes  No  
Comments: the students provide health teaching to grade school children
- D. Is the practice of registered nursing in the facility within the legal scope of practice for registered nurses as defined in Chapter 441.11(4), Wisconsin Statutes? (If no, this facility may not be approved.)  Yes  No  
Comments: Not applicable - not providing nursing services
- E. Is the practice of licensed practical nurses in the facility within the legal scope of practice for licensed practical nurses as defined in Chapter 441.11(3), Wisconsin Statutes? (If no, this facility may not be approved.)  Yes  No  
Comments: Not applicable - not providing nursing services

IV. Report completed by:

**Lorilee R. Stutte, MSN, RN**

Name

Lorilee Stutte

Signature

**(414) 410-4389**

Telephone Number

**Program Chair**

Title

**October 26, 2013**

Date

**lrstutte@stitch.edu**

Email Address

**CARDINAL STRITCH UNIVERSITY, INC.**  
**Ruth S. Coleman College of Nursing**

**And**

**Blessed Sacrament School**

**Associate of Science Degree in Nursing**  
**Bachelor of Science in Nursing Completion Degree**  
**Master of Science in Nursing**

**Clinical Affiliation Agreement**

This agreement is made by and between Cardinal Stritch University, Inc., located in Milwaukee, Wisconsin (hereinafter referred to as the "University"), and Blessed Sacrament School, (hereinafter referred to as the "Facility"). The purpose of this Agreement is to provide practicum experiences for the students of Cardinal Stritch University, College of Nursing enrolled in the Associate, Baccalaureate or Master of Science Degree Nursing Programs.

Section I. General

- A. Duration of the Agreement
  - 1. The agreement shall be in force and effect beginning 8/26/10 and it shall be continued from year to year unless either party notifies the other within three (3) months of any termination date that it desires to modify any part of the agreement which shall be in writing, provided that the occurrence of conditions beyond the reasonable control of either party within such period making it impractical to continue will permit such a party to refuse to renew.
- B. The agreement may be modified or revised any time by mutual consent. Such modifications or revisions must be in writing and be signed by the authorized representative of each party.
- C. Either of the parties may terminate this agreement upon six (6) months' written notice. This action shall not be effective for any student in the process of completing an experience begun before such written notice.
- D. The Facility may cancel, by written notice to the University, the clinical placement of any student whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within the Facility. The Facility will provide the student and the University with a written justification for any such cancellation. When possible, the Facility shall take reasonable steps to consult with the University prior to the cancellation of a student from the program.

- E. The parties agree to comply with all applicable federal, state and local laws, regulations and ordinances. Both parties specifically agree not to unlawfully discriminate against any individuals on the basis of race, creed, color, sex, religion, age, disability or national origin.
- F. This agreement is not a third-party beneficiary contract, and confers no rights upon any students or employees of the parties.
- G. Students are not employees of the University or the Facility, and are therefore ineligible to receive Worker's Compensation or Unemployment Compensation benefits from either party. Further, University Faculty are not eligible for coverage under the Facility's Worker's Compensation or Unemployment Compensation insurance programs.
- H. The University assumes full responsibility for offering an educational program eligible for approval by the Wisconsin Board of Nursing.
- I. The Facility shall maintain in full force and effect, at no cost to the University, general liability insurance to insure its faculty, officers, employees and agenda from liability arising out of the activities to be performed by this Agreement, with limits of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate per year. The Facility shall either maintain in full force and effect, at no cost to the University, professional liability insurance to insure Facility staff members from liability, with limits of not less than Four Hundred thousand dollars (\$400,000.00) per occurrence and One million dollars (\$1,000,000.00) in the aggregate per year or require it's staff members to maintain such insurance. Evidence of such insurance shall be provided to the University upon request.
- J. The University shall maintain in full force and effect, at no cost to the Facility, general liability insurance to insure its faculty, officers, employees and agenda from liability arising out of the activities to be performed by this Agreement, with limits of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate per year. The University shall either maintain in full force and effect, at no cost to the Facility, incidental medical malpractice insurance to insure students from liability with limits of not less than Four Hundred thousand dollars (\$400,000.00) per occurrence and One million dollars (\$1,000,000.00) in the aggregate per year or require it's students to maintain such insurance. This incidental medical malpractice insurance provides coverage for bodily injury arising out of the rendering of or failure to render professional health care services. Students are insured if they are participating in a supervised internship program in satisfaction of curriculum requirements, but only while performing services or activities within the scope of the internship. Evidence of such insurance shall be provided to the Facility upon request.

- K. The Facility shall indemnify, defend, and hold harmless the University, its faculty, students, agents and employees from and against any and all liabilities, claims, losses, lawsuits, judgments and/or expenses including reasonable attorney fees, arising, either directly or indirectly, from any act or failure to act by the Facility, its staff, agents and employees which may occur during or which arise out of the performance of this Agreement.
- L. The University shall indemnify, defend and hold harmless the Facility, its staff, agents and employees from and against any and all liabilities, claims, losses, lawsuits, judgments and/or expenses including reasonable attorney fees, arising, either directly or indirectly, from any act or failure to act by the University, its faculty, students, agents and employees which may occur during or which arise out of the performance of this Agreement.

Section II. Responsibilities and Privileges of the University

- A. The University assures that students assigned to the Facility for learning experience meet both University and the Facility standards of health and have the academic ability to profit from the experiences.
- B. The health status of each student shall have been obtained by the University, including a recent report of general physical examination with related laboratory tests and if necessary a chest x-ray, and shall be on file with the Facility before the student enters the program.
- C. In the preceptor/student clinical practicum model College of Nursing Clinical Course Coordinators and/or Program Chairs assist students in the selection of academically experientially qualified preceptors who are willing to serve as role models, facilitators and evaluators of nursing students' (undergraduate/graduate) learning and ensures learning experiences are available to meet the learning objectives of the student.
- D. The University provides for instructor(s) of the program in nursing who are both qualified teachers and competent registered nurse practitioners.
- E. Instructors will plan, develop, implement and be responsible for all clinical instruction and evaluation of students.
- F. Instructors will be responsible for learning and observing the policies and regulations of both University and the Facility as they apply to the circumstances of clinical teaching.

Section III. Responsibilities and Privileges of the Facility

A. General Responsibilities

1. Maintain standards which make it eligible for approval as a facility for instruction in an accredited Associate of Science, Bachelor of Science and Master of Science in Nursing degree programs.
2. Permit the instructors and students of the University to use its patient care and patient service facilities for clinical education according to a plan approved by the Wisconsin State Board of Nursing. The "Nursing Practice Plan" heretofore approved, submitted to the Facility, and reviewed and approved prior to the arrival of each new class of students will contain details of such educational goals of the University and the patient care standards of the Facility.

Facility shall participate in and timely pay all required fees to the Wisconsin Patients Compensation Fund and shall maintain professional liability coverage in amounts not less than amounts required by Chapter 655 of the Wisconsin Statutes as amended, or any successor thereto. The Facility's professional liability insurance coverage shall have limits of not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate per year. The Facility agrees that all such insurance may not be either revoked or reduced without at least thirty (30) days written notice to the University. Evidence of such insurance shall be provided to the University upon request.

3. Permit the educational use of audiovisual equipment supplies, equipment that support the course objectives and student learning.
4. Provide the following facilities and services to the students in undergraduate/graduate nursing program:
  - a. Locker and dressing room areas to change into uniforms (when needed/applicable).
  - b. Access to cafeteria or dining room facilities.
  - c. Emergency medical care billed to the student or his/her insurance carrier.
5. Provide access to sources of information for educational purposes:
  - a. Charts, computerized patient records, and nursing station references such as Kardex.

- b. Procedure guidelines, policy manuals.
  - c. Standard clinical references such as medical dictionary, information on diagnostic tests, drugs and standard references suitable to the clinical area and care program.
  - d. Use of library, books, journals, computer access and other human and non-human resources.
- B. Staff Participation in Education Program
- 1. The Facility staff may participate in education at the request of the instructor. This may be in the role of resources, persons, clinical experts or assisting in the planning and implementation of aspects of clinical education. Such participation will be voluntary and shall not interfere with hospital assigned duties.
- C. Facility Privileges
- 1. May refuse educational access to its areas to any University personnel who do not meet its employee standards for safety, health, or ethical behavior, or whose presence may be disruptive.
  - 2. May resolve any problem situation in favor of the patient's welfare and restrict the student either by excluding the student from educational access to the clinical areas or restricting the student to the observer role until the incident can be resolved by the staff in charge and the instructor.

Section IV. Responsibilities of the Clinical Preceptor and/or Clinical Nursing Instructor

- A. Act as a role model and support system for the student.
- B. Facilitate and guide the learning process of the student.
- C. Orient the student to the health care facility and staff.
- D. Assist the student in attainment of course objectives.
- E. Collaborate with the student to establish clinical and personal objectives and identify appropriate learning opportunities and activities to meet the objectives.
- F. Assist the student with communication within the health care organization.
- G. Meet with the student/faculty as needed. (Clinical Preceptor)
- H. Contact faculty as needed to clarify any issues. (Clinical Preceptor)

- I. Provide input in the evaluation of the student's clinical performance and achievement of learning objectives. (Clinical Preceptor)
- J. With input from Clinical Preceptor, provides evaluation of the student's clinical performance and acknowledgment of learning objectives. (Clinical Nursing Instructor and/or Course Coordinator).
- K. Evaluate preceptoring experience. (Clinical Preceptor).
- L. Facilitate the evaluation of the clinical experiences by students and agency/faculty staff (Clinical Nursing Instructor and/or Course Coordinator).

Section V. Responsibilities of Clinical Facility

- A. Maintain communication with students, clinical preceptors and/or clinical nursing instructor throughout the semester.
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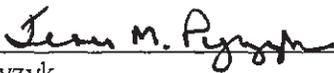
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- B. Students are subject to authority, policies and regulations of the Facility. They are also subject during clinical assignments to the same standards as are set for Facility employees in matters relating to the welfare of the patients.

CARDINAL STRITCH UNIVERSITY, INC.

  
\_\_\_\_\_  
Thomas W. VanHimbergen  
Executive Vice-President for Administration & Chief Financial Officer  
Cardinal Stritch University

7-13-10 Date

  
\_\_\_\_\_  
Ms. Jean Pyzyk  
Principal  
Blessed Sacrament School

8-27-2010 Date

# Wisconsin Department of Safety and Professional Services

Mail To: P.O. Box 8935  
Madison, WI 53708-8935

FAX #: (608) 266-2602  
Phone #: (608) 266-2112

1400 E. Washington Avenue  
Madison, WI 53703

E-Mail: [web@dps.wi.gov](mailto:web@dps.wi.gov)  
Website: <http://dps.wi.gov>

## BOARD OF NURSING

### CLINICAL FACILITY SELECTION

Completion of this form is required for each clinical facility in order to apply for authorization to admit students. This form shall be completed, kept on file in the school of nursing office, and made available to the Board upon request for all clinical facilities utilized by the nursing program (Ch. N 1.06 (3) (f), Wis. Admin. Code).

#### I. Identifying Data

A. Name of facility: St. Catherine School  
Address: 2647 N 51st Street  
Milwaukee, WI 53210  
Phone: 414.445.2846

B. Type of Facility:  Hospital  Nursing Home  Community Health Agency  
 Other

C. Administrator of facility: Debra Zabinski, Principal

D. Director of Nursing Service: NA

E. School(s) of nursing utilizing the facility:  
none  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

#### II. Exhibits (*attach to report*)

- A. Copy of formal agreement signed by:
1. Administrator of facility
  2. Administrator of nursing program
- B. Copy of the position description for:
1. Registered Nurses
  2. Licensed Practical Nurses

-OVER-

# Wisconsin Department of Safety and Professional Services

III. Please respond to the following questions:

- A. Have the nursing program objectives been shared with the facility?  Yes  No  
Comments: the program and course objectives are shared with the facility
- B. Does the facility agree to cooperate in promoting the nursing program objectives?  Yes  No  
Comments: \_\_\_\_\_
- C. Are there experiences in the facility available to the students to meet clinical objectives?  Yes  No  
Comments: the students provide health teaching to grade school children
- D. Is the practice of registered nursing in the facility within the legal scope of practice for registered nurses as defined in Chapter 441.11(4), Wisconsin Statutes? (If no, this facility may not be approved.)  Yes  No  
Comments: Not applicable - not providing nursing services
- E. Is the practice of licensed practical nurses in the facility within the legal scope of practice for licensed practical nurses as defined in Chapter 441.11(3), Wisconsin Statutes? (If no, this facility may not be approved.)  Yes  No  
Comments: Not applicable - not providing nursing services

IV. Report completed by:

**Lorilee R. Stutte, MSN, RN**

Name

*Lor Stutte*

Signature

**(414) 410-4389**

Telephone Number

**Program Chair**

Title

**October 26, 2013**

Date

**lrstutte@stitch.edu**

Email Address

*have original in...*  
5.1.13

# CSU/ST. CATHERINE SCHOOL 2013

**CARDINAL STRITCH UNIVERSITY, INC.**  
**Ruth S. Coleman College of Nursing**

**And**

**St. Catherine School**

**Associate of Science Degree in Nursing**  
**Bachelor of Science in Nursing Completion Degree**  
**Master of Science in Nursing**

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### Section I. General

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1. The agreement shall be in force and effect beginning 8/1/2013 and it shall be continued from year to year unless either party notifies the other within three (3) months of any termination date that it desires to modify any part of the agreement which shall be in writing, provided that the occurrence of conditions beyond the reasonable control of either party within such period making it impractical to continue will permit such a party to refuse to renew.

B. The agreement may be modified or revised any time by mutual consent. Such modifications or revisions must be in writing and be signed by the authorized representative of each party.

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1. The Facility staff may participate in education at the request of the instructor. This may be in the role of resources, persons, clinical experts or assisting in the planning and implementation of aspects of clinical education. Such participation will be voluntary and shall not interfere with hospital assigned duties.

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**CARDINAL STRITCH UNIVERSITY, INC.**

  
Kelly J. Dries  
Dean, Ruth S. Coleman College of Nursing  
Cardinal Stritch University

4/18/13 Date

  
Tammy M. Howard  
Treasurer  
Cardinal Stritch University

4/22/13 Date

**ST. CATHERINE SCHOOL**

  
Deborah Zabinski  
Principal  
St. Catherine School

4/25/13 Date

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# 2014 MIDYEAR MEETING

March 10-13, 2014 ■ Kansas City

## 2014 NCSBN Midyear Meeting

Registration is open for the 2014 NCSBN Midyear Meeting.

Day One - March 10, 2014 - Leadership Day - For Member Board Presidents and Executive Officers Only  
Day Two - March 11, 2014 - Regulatory Day  
Day Three - March 12, 2014 - Education Day

Accommodations for the 2014 Midyear Meeting are provided by the Kansas City Marriott Country Club Plaza.

The registration fee is \$250. This meeting is only open to NCSBN Member Boards and Associate Members.

The registration fee includes all continuing education programs, continental breakfasts, lunches, breaks and a reception.

CE provider number/expiration date: CEP 15807; Expiration date: July 31, 2015

**When**  
Monday, March 10, 2014 8:30 am - Wednesday, March 12, 2014 3:30 pm  
Central Time

**Where**  
Kansas City Marriott Country Club Plaza  
4445 Main Street, Kansas City, Missouri 64111

**Fee**  
**2014 NCSBN Midyear Meeting**  
Member \$250.00

[View Event Summary](#)

[View Event Agenda](#)

**RSVP**

Monday, February 24, 2014

**State of Wisconsin  
Department of Safety & Professional Services**

**AGENDA REQUEST FORM**

1) Name and Title of Person Submitting the Request:  <b>Dan Williams</b>		2) Date When Request Submitted:  Items will be considered late if submitted after 4:30 p.m. and less than: <ul style="list-style-type: none"> <li>▪ 10 work days before the meeting for Medical Board</li> <li>▪ 14 work days before the meeting for all others</li> </ul>	
3) Name of Board, Committee, Council, Sections:  <b>Wisconsin Board of Nursing</b>			
4) Meeting Date:  <b>1/9/14</b>	5) Attachments: <input type="checkbox"/> Yes <input type="checkbox"/> No	6) How should the item be titled on the agenda page?  <b>Request for a BON speaker at the WNA Annual Nurses Day – Discussion and Consideration</b>	
7) Place Item in: <input checked="" type="checkbox"/> Open Session <input type="checkbox"/> Closed Session <input type="checkbox"/> Both	8) Is an appearance before the Board being scheduled? If yes, who is appearing?  <input type="checkbox"/> Yes by <input checked="" type="checkbox"/> No	9) Name of Case Advisor(s), if required:  N/A	
10) Describe the issue and action that should be addressed:  <p><b>The Wisconsin Nurses Association is sponsoring our Annual Nurses Day at the Capitol. We would like to invite a representative from the Wisconsin Board of Nursing to provide an overview of their role and an update on the proposed changes to Wisconsin Administrative Code for Nurses.</b></p> <p><b>The details are as follows:</b></p> <p><b>Date: Tuesday March 4, 2014</b>  <b>Time: 11:45 am – 12:45 pm</b>  <b>Place: Monona Terrace, Madison, WI</b></p> <p><b>I thank the Board in advance for their consideration of my request.</b>  <b>Sincerely</b>  <b>Gina</b></p> <p>Gina Dennik-Champion MSN, RN, MSHA          Executive Director, Wisconsin Nurses Association          6117 Monona Drive, Suite 1          Madison, WI 53716          Email: <a href="mailto:gina@wisconsinnurses.org">gina@wisconsinnurses.org</a>          Office: 608-221-0383 ext. 13          Cell: 608-228-3300</p>			

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**State of Wisconsin  
Department of Safety & Professional Services**

**AGENDA REQUEST FORM**

1) Name and Title of Person Submitting the Request:  Ashley Horton  Department Monitor Division of Legal Services and Compliance		2) Date When Request Submitted:  December 20, 2013  Items will be considered late if submitted after 4:30 p.m. and less than: <ul style="list-style-type: none"> <li>▪ 10 work days before the meeting for Medical Board</li> <li>▪ 14 work days before the meeting for all others</li> </ul>	
3) Name of Board, Committee, Council, Sections:			
4) Meeting Date:	5) Attachments:  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	6) How should the item be titled on the agenda page?  Monitoring: Appointment of Monitoring Liaison and Delegated Authority Motion	
7) Place Item in:  <input checked="" type="checkbox"/> Open Session <input type="checkbox"/> Closed Session <input type="checkbox"/> Both	8) Is an appearance before the Board being scheduled?  <input type="checkbox"/> Yes ( <a href="#">Fill out Board Appearance Request</a> ) <input checked="" type="checkbox"/> No	9) Name of Case Advisor(s), if required:	
10) Describe the issue and action that should be addressed:  1. Appointment of 2014 Monitoring Liaison  2. Delegated Authority Motion:  <i>“ _____ moved, seconded by _____ to adopt/reject the Roles and Authorities Delegated to the Monitoring Liaison and Department Monitor document as presented in today’s agenda packet.”</i>			
11) <span style="float: right;">Authorization</span>  <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">  </div> <div style="width: 35%; text-align: right;">           December 20, 2013         </div> </div> <hr/> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">Signature of person making this request</div> <div style="width: 35%; text-align: right;">Date</div> </div> <hr/> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">Supervisor (if required)</div> <div style="width: 35%; text-align: right;">Date</div> </div> <hr/> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">Executive Director signature (indicates approval to add post agenda deadline item to agenda)</div> <div style="width: 35%; text-align: right;">Date</div> </div>			
Directions for including supporting documents: 1. This form should be attached to any documents submitted to the agenda. 2. Post Agenda Deadline items must be authorized by a Supervisor and the Policy Development Executive Director. 3. If necessary, Provide original documents needing Board Chairperson signature to the Bureau Assistant prior to the start of a meeting.			

## **Roles and Authorities Delegated to the Monitoring Liaison and Department Monitor**

The Monitoring Liaison is a board designee who works with department monitors to enforce the Board's orders as explained below.

### **Current Authorities Delegated to the Monitoring Liaison**

The Liaison may take the following actions on behalf of the Board:

1. Grant a temporary reduction in random drug screen frequency upon Respondent's request if he/she is unemployed and is otherwise compliant with Board order. The Department Monitor will draft an order and sign on behalf of the Liaison. The temporary reduction will be in effect until Respondent secures employment in the profession.
2. Grant a stay of suspension if Respondent is eligible per the Board order. The Department Monitor will draft an order and sign on behalf of the Liaison.
3. Remove the stay of suspension if there are repeated violations or a substantial violation of the Board order. The Department Monitor will draft an order and sign on behalf of the Liaison.
4. Grant or deny approval when Respondent proposes continuing/remedial education courses, treatment providers, mentors, supervisors, change of employment, etc. unless the order specifically requires full-Board approval. The Department Monitor will notify Respondent of the Liaison's decision.
5. Grant a maximum 90-day extension, if warranted and requested in writing by Respondent, to complete Board-ordered CE, pay proceeding costs, and/or pay forfeitures upon Respondent's request.

### **Current Authorities Delegated to the Department Monitor**

The Department Monitor may take the following actions on behalf of the Board, draft an order and sign:

1. Grant full reinstatement of licensure if CE is the sole condition of the limitation and Respondent has submitted the required proof of completion for approved courses.
2. Suspend the license if Respondent has not completed Board-ordered CE and/or paid costs and forfeitures within the time specified by the Board order. The Department Monitor may remove the suspension and issue an order when proof completion and/or payment have been received.

### **Clarification**

1. In conjunction with removal of any stay of suspension, the Liaison may prohibit Respondent from seeking reinstatement of the stay for a specified period of time. (This is consistent with current practice.)