

July 6, 2016



**Degree Completion Articulation
University of Wisconsin Oshkosh &
Froedtert School of Radiologic Technology at Froedtert & The Medical
College of Wisconsin**

This is an agreement to articulate the following didactic and clinical components from a JRCERT-accredited School of Radiologic Technology/Radiography/Radiology: **Froedtert & The Medical College of Wisconsin** into the following degree program at UW Oshkosh: **Bachelor of Science degree with a Radiologic Science Major.**

RATIONALE: This agreement is being established in order to expand educational opportunities for student enrolled in the UW Oshkosh major in Radiologic Science so that they may complete degree requirements at accredited Schools of Radiologic Science. The first sixty credits of course work for the BS degree with a Radiologic Science major will be taken at UW-Oshkosh and the final sixty credits will be taken at the accredited School of Radiology. An Associate of Arts and Science Degree will be earned prior to the students' matriculation at the accredited School of Radiology. The BS degree with a major in Radiologic Science will be conferred by UW Oshkosh after the successful completion of the specified UW Oshkosh courses in residence at UW Oshkosh and the UW Osh00 kosh "block" courses in residence at the accredited School of Radiology. The Radiologic Technology profession is moving to a required BS degree for all persons working in the field.

ACCREDITATION: This articulation is entered into with the understanding that both parties shall remain properly accredited with their respective accrediting bodies, to wit:

- UW Oshkosh: The Higher Learning Commission
- The accredited School of Radiology: The Joint Review Committee on Education in Radiologic Technology

Effective date: Fall Semester 2016

Review date: This agreement will be reviewed in Fall 2020 or sooner should affected requirements change at either program.

Here follows the curriculum agreed upon in this Articulation between UW Oshkosh and the accredited School of Radiology:

University of Wisconsin Oshkosh		Accredited School of Radiology- Froedtert & The Medical College of Wisconsin	
General Education Courses			
All Gen Ed/USP courses will be taken at UW Oshkosh ; to include Written Communication, Oral Communication, Humanities, Intercultural Knowledge, and Social Sciences			
Core Courses Required for Radiologic Science Major and (credits)			
Bio 105	Biologic Concepts: Unity (4)	Bio 404	RT Block I (12)
Bio 211	Human Anatomy (4)	Bio 405	RT Block II (14)
Bio 212	Human Physiology (3)	Bio 406	RT Block III (4)
Chem 101 or 105	Introductory Chem I (4 or 5)	Bio 407	RT Block IV (12)
Chem 102 or 106	Introductory Chem II (4 or 5)	Bio 408	RT Block V (14)
OR			
Physics 107	Gen Physics I (5)	Bio 409	RT Block VI (4)
Physics 108	Gen Physics II (5)	Bio 410	RT Registry Exam Completion (0)
Math 201	Applied Statistics (3)		
Psyc 101	General Psych (3)		
Anthro 202	Physical Anthropology (3)		
Kin 170	Medical Terminology (1)		
TOTAL CREDITS	60 or more (depending on Gen Ed/USP choices)	60 credits	

1. An AAS degree (Associates of Arts & Sciences) degree will be conferred for students successfully completing degree requirements, including a minimum of sixty credits of course work in residence at UW Oshkosh. After successful completion of the final sixty credits of UW Oshkosh course work in residence at the accredited School of Radiology (for a minimum total of 120 credits) and a passing grade on the ARRT Registry exam (75% or higher), the student will be awarded the Bachelor of Science degree with a Radiologic Science major from UW Oshkosh.
2. Students will be simultaneously enrolled at UW Oshkosh and the accredited School of Radiology during their residence at the latter and will be eligible for financial aid through UW Oshkosh.
3. While in residence at UWO or at the accredited School of Radiology, students will have full access to student support services including but not limited to counseling, advising, tutoring, and academic support services.
4. UW Oshkosh's requirement for earning last 30 credits at UW Oshkosh has been waived for students in this major.
5. Transfer students will be required to take a total 75 credits from UW Oshkosh.
6. Bio 404-410 are blocks of courses taken at the accredited School of Radiology. These block courses will transfer back to UW Oshkosh only to fulfill the Radiologic Science major, they will not apply to any other major.
7. Individual RT Block courses will be transferred to UW Oshkosh immediately after they are successfully completed at the accredited School of Radiology; however only successful completion of the entire block series (Bio 404-410) will allow the student to graduate with a BS degree with a Radiologic Science major.
8. Instructors at the accredited School of Radiology will assign grades for individual School of Radiology courses within the RT Blocks. A UW Oshkosh instructor will assign grades for the UW Oshkosh RT Block courses, based on these School of Radiology grades.
9. A UW Oshkosh faculty member will serve as the adviser for the Radiologic Science major and will be available to assist students while they are on campus and at the accredited School of Radiology.
10. A faculty member at the accredited School of Radiology also will serve as an adviser for students in residence at the accredited School of Radiology.
11. Grades from the first sixty credits and from individual courses within the RT Block courses will be used to determine UW Oshkosh graduation honors.
12. UW Oshkosh will continue to bill students for tuition while they are in residence at the accredited School of Radiology (i.e. for the last sixty credits taken at the accredited School of Radiology) and subsequently will transfer the appropriate amount for tuition back to the accredited School of Radiology, unless a different arrangement is specified in the Degree Completion Articulation. Details for tuition transfer will be provided in the Memorandum of Understanding. Tuition for the coursework taken in residence at the accredited School of Radiology will be determined by that School.
13. The terms of this agreement apply only to students pursuing the Bachelor of Science degree with a major in Radiologic Science at UW Oshkosh. Students admitted to UW Oshkosh under the terms of this agreement who subsequently elect to pursue a degree other than the BS degree with a major in Radiologic Science may encounter additional program requirements.

**Degree Completion Articulation
University of Wisconsin Oshkosh &
Froedtert School of Radiologic Technology at Froedtert & The Medical
College of Wisconsin**

Agreement Contact Persons:

UW Oshkosh:

Dana Merriman, Ph.D.
Dept. of Biology & Microbiology
University of Wisconsin Oshkosh
249 Halsey Science Hall North
Oshkosh, WI 54901
920-424-3076
merrimad@uwosh.edu


**Froedtert School of Radiologic Technology at
Froedtert & The Medical College of Wisconsin:**

Kyle Theine MBA RT(R) (MR)
Program Director
Froedtert School of Radiologic Technology
Froedtert & The Medical College of Wisconsin
9200 W. Wisconsin Avenue
Milwaukee, WI 53226
414-805-4999; kyle.theine@froedtert.com

Approvals:


UW Oshkosh

Froedtert School of Radiologic Technology
at Froedtert & The Medical College of
Wisconsin

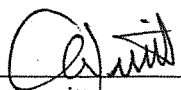


John Koker 7/16/16
Dean, College of Letters and Science Date

Kyle Theine Date
Program Director



Lane Earns 7/20/16
Provost and Vice Chancellor Date



Andrew Leavitt 7/21/16
Chancellor Date

AFFILIATION AGREEMENT FOR RADIOLOGIC TECHNOLOGY

THIS AGREEMENT, effective as of the 1st day of September, 2016, is made by and between UNIVERSITY OF WISCONSIN-OSHKOSH ("University"), a Wisconsin institution of higher learning, and FROEDTERT MEMORIAL LUTHERAN HOSPITAL, INC. ("Hospital"), a Wisconsin nonstock corporation.

WITNESSETH:

WHEREAS, University provides undergraduate curriculum in health sciences and/or radiologic technology ("RT") and seeks to provide supervised clinical and educational experiences for enrolled students ("Students") for completion of their baccalaureate requirements in RT; and

WHEREAS, Hospital owns and operates an acute care hospital and a two-year education program in RT designed to provide baccalaureate candidates with clinical and educational experiences required for graduation ("Program"); and

WHEREAS, the parties have determined they may best accomplish certain objectives by mutual assistance, and seek to describe their affiliation in this Agreement;

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. OPERATION OF UNIVERSITY

University shall, at all times during the term of this Agreement: (i) maintain all necessary licensures and approvals from the State of Wisconsin; and (ii) maintain accreditation from the North Central Association of Colleges and Schools. University shall promptly notify Hospital of any change in its licensure or accreditation status.

2. OPERATION OF THE PROGRAM

2.1 Program Overview. The Program is a two-year course consisting of formal classroom theory, laboratory application and supervised training.

2.2 Licensure and Accreditation. Hospital shall, with respect to the Program and its hospital at all times during the term of the Agreement: (i) for the hospital, maintain full and unrestricted accreditation from The Joint Commission; (ii) for the Program, maintain accreditation by the Joint Review Committee on Education in RT; and (iii) maintain all licensures and approvals from the State of Wisconsin necessary for the operation of a hospital. Hospital shall promptly notify University of any change in its licensure or accreditation status.

2.3 Operation and Management. Hospital shall have full and complete control over the Program including, but not limited to, the administration, management and operation of the Program. Hospital shall have the exclusive right to make all fiscal, technical and professional policies relating to the Program including, but not limited to, the educational curriculum and

the recruitment, selection, and termination of faculty, staff and Students. Hospital shall also be responsible for clinical instruction and classroom training.

2.4 Curriculum. Hospital shall develop the overall objectives for the Program and have exclusive control over Program curriculum content including, but not limited to RT theory and practice. University may propose changes to the curriculum in order to conform to applicable accreditation requirements, however, Hospital shall have final authority over all curriculum-related decisions. Hospital agrees to provide University with not less than four (4) months written notice of substantial changes in Program curriculum.

3. PLACEMENT OF STUDENTS IN THE PROGRAM

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

3.2 Selection of Students. Hospital shall select Students for placement in the Program. University shall require all Students to apply for placement in the Program and shall, on or before January 1st of each year during the term of this Agreement, forward to Hospital a copy of each completed application for admission the following fall term. Students eligible for placement in the Program shall meet or exceed the following qualifications:

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

After reviewing the applications and, if desired, interviewing applicants, Hospital shall, within ninety (90) days of receiving said applications, notify each Student selected for enrollment in the Program and communicate to University the name of each Student so selected; such selection shall not be unreasonably withheld. University shall promptly provide Hospital with each Student's current schedule and health report as required under Section 7.3.

3.3 Termination or Continuation of Student's Enrollment. Hospital may terminate a Student's enrollment in the Program if, in its opinion, the Student is not making satisfactory progress in the Program or otherwise fails to comply with Hospital's policies and procedures

including, but not limited to, those stated in Section 7 herein. Hospital shall provide prior written notice to University of any such Student terminations.

3.4 Orientation. Hospital shall provide Students with a comprehensive orientation to the Hospital and the Program including Students' duties, all applicable policies and procedures (including, but not limited to, applicable OSHA standards), and a tour of the physical plant.

4. FACULTY

4.1 Program. Hospital shall appoint a Program Director who shall be responsible for overall coordination of the Students' experience in the Program, and to supervise such clinical instructors as are required to provide appropriate instruction to Students. Hospital shall require each clinical instructor to: (i) maintain required licensure or certification; (ii) possess adequate experience and competence in his or her area of practice; and (iii) demonstrate an interest and ability in teaching. The student: faculty ratio shall be such as to ensure proper supervision and frequent assessment of Students' performance.

4.2 University. University shall appoint an Education Coordinator or equivalent to serve as a liaison between University and Hospital.

5. SUPERVISION AND EVALUATION OF STUDENTS

5.1 Supervision. Hospital shall be primarily responsible for the supervision of Students enrolled in the Program. Both parties shall reinforce with Students: (i) the seriousness of the service being performed, including the Student's impact upon patients' well being; and (ii) the importance of abiding by the Program's rules and regulations. Day-to-day supervision of Students shall be provided according to protocols or schedules agreed to by the Educational Coordinator and the Program Director.

5.2 Evaluation. Hospital shall be primarily responsible for the evaluation of Students. Hospital shall require the Program Director to provide to University, at the conclusion of each semester, feedback regarding each Student's performance in a form acceptable to University.

6. EVALUATION OF THE AFFILIATION

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

7. POLICIES AND PROCEDURES REGARDING STUDENTS

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

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

7.3 Medical Services. University shall require each Student to comply with reasonable health policies of each party including, but not limited to, certifying that he or she has received, prior to reporting to the Program, appropriate immunizations and vaccines. Hospital shall instruct Students regarding universal precautions to protect Students, patients and School and hospital personnel from bloodborne pathogens.

Hospital shall instruct Students regarding additional precautions, procedures and practices that it expects of Students while in the Program and/or hospital. Hospital shall, consistent with its capabilities and policies, provide emergent or urgent medical care to any Student requiring such care while on Program premises. University acknowledges and agrees that Students are responsible for paying charges associated with treatment received pursuant to this Section 7.3.

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

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

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

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

8. FINANCIAL ARRANGEMENT

University agrees to collect from each Student enrolled in the Program the annual sum of Five Thousand dollars (\$5,000.00) per student as tuition for receiving clinical and educational experiences in the Program. In this regard, the parties understand and agree that the collection of such amounts has been subcontracted to University by Hospital pursuant to the terms of this Agreement. Unless otherwise agreed to by the parties, such payments shall be made to Hospital in two (2) equal payments per academic year coinciding with the conclusion of each semester. Any additional tuition or fees required by Hospital will be collected directly by Hospital from Students. Late payments shall accrue interest at the rate of one-and-one half percent (1.5%) per month.

9. TERM AND TERMINATION

9.1 Effective Date and Term. This Agreement shall be effective on the date shown in the beginning paragraph and will remain in effect for a period of two (2) years from such effective date. Unless otherwise terminated as provided herein or unless either party gives written notice of intent not to renew to the other party at least sixty (60) days prior to the expiration of the original term or any renewal term, this Agreement will be automatically renewed for successive one-year periods.

9.2 Termination. This Agreement may be terminated as follows:

- a. By Hospital. In the event Hospital ceases or plans to cease sponsoring the Program, Hospital may terminate this Agreement upon six (6) months written notice to University.
- b. By University. In the event a substantial change in the Program's curriculum is, in the reasonable judgment of the University, likely to adversely affect the University's licensure or accreditation as set forth in Section 1., University may terminate this Agreement upon ninety (90) days advance written notice to Hospital.
- c. By Mutual Agreement. The parties may terminate this Agreement at any time on any terms to which they agree in writing.
- d. For Cause. In the event either party fails in any substantial manner to perform as required herein, this Agreement may be terminated as described below:

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

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

9.3 Effect of Termination. In the event Hospital terminates this Agreement pursuant to Section 9.2.a., Hospital shall promptly return to University any Tuition received by Hospital related to the portion of the discontinued academic year, if any. No party shall have any further obligation hereunder except for obligations accruing under the terms of this Agreement prior to the date of termination. Notwithstanding any termination of this Agreement, the provisions of this Agreement insofar as applicable to any Students who are enrolled in the Program on the date of termination shall be observed by both parties until the end of the semester then in effect for such Students.

10. INDEMNIFICATION AND LIABILITY

Each party shall be responsible for the acts and omissions of itself and its employees, directors, officers and agents. This Agreement shall not be construed to create a contractual obligation for either party to indemnify the other for loss or damage resulting from any act or omission of the other party or its employees, directors, officers and agents. This Section shall not constitute a waiver by either party of any rights to indemnification, contribution, or subrogation, which the party may have by operation of law.

11. DISPUTE RESOLUTION

If any of the terms and conditions of this Agreement are claimed by one party to have been violated by the other, or if there is a dispute as to the effect of any of the terms of this Agreement, both parties agree to make every reasonable effort to resolve such controversy or dispute through "good faith" negotiations prior to seeking remedies at law. If such "good faith" negotiations do not resolve the controversy or dispute, either party shall then make application to the American Health Lawyers Association by way of formal demand for arbitration of said dispute by a single neutral arbitrator. The details and rules concerning arbitration are available from any office of the American Health Lawyers Association. The arbitration shall take place in Milwaukee, Wisconsin and shall be binding on all parties and may be judicially enforced. Each party shall bear its own arbitration costs and expenses, unless otherwise determined by the arbitrator.

12. MISCELLANEOUS

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

12.2 Assignment and Delegation. This Agreement shall be binding upon and inure to the benefit of, and shall be enforceable by and against, the parties and their respective successors and assigns. In the event of the consolidation or merger of either party with or into another

entity, or the sale, assignment or transfer of substantially all of the operating assets of either party, the successor in-interest shall be bound by this Agreement and shall be deemed to have assumed all rights and liabilities under this Agreement. No rights or duties of a party may be delegated without the written consent of the other party.

12.3 Confidentiality of Records.

- a. Student Records. The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act, P.L. 93-380, section 513 (1974) ("FERPA") and that, generally, student permission must be obtained before releasing student-specific information to anyone other than University.
- b. Patient Health Care Records. The parties acknowledge that patient health care records are protected under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and Sections 146.82 and 51.40, Wis. Stats., among other applicable laws and regulations, 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.

12.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties and contains all the agreements between the parties with respect to the subject hereof. This Agreement supersedes any and all other agreements, either in writing or oral, between the parties hereto with respect to the subject matter thereof.

12.5 Governing Law. This Agreement shall be governed by the laws of the State of Wisconsin, without regard to its conflict of laws provisions.

12.6 Nondiscrimination. In addition to any other requirements of law, neither party shall discriminate against any employee, applicant for employment, student, or applicant for registration because of age, race, religion, color, handicap, sex, sexual orientation, or national origin in the performance of their obligations under this Agreement.

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

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

If to University:

University of Wisconsin-Oshkosh
Attn: _____

If to Hospital:

Froedtert Memorial Lutheran Hospital
Attn: General Counsel
9200 W. Wisconsin Avenue
Milwaukee, WI 53226

or to other such addresses or numbers as an entity from time to time may have designated by written notice to the other entities. If personally delivered, such communication shall be deemed delivered upon such delivery; if sent by overnight courier, such communications shall be deemed delivered the next business day after deposit with such courier postage prepaid and properly addressed (and sender shall bear the burden of proof of delivery); and if sent by U.S. mail, such communication shall be deemed delivered two days after deposit in the U.S. mail, postage prepaid and properly addressed (and sender shall bear the burden of proof of delivery).

12.9 Relationships.

- a. Parties. The parties and their respective employees shall at all times be independent contractors of the other. Nothing in this Agreement is intended or shall be construed to create an employment, partnership or joint venture relationship. Should any governmental agency question or challenge the independent contractor status of any party or its employees, said party, upon receipt of notice, shall promptly notify the other parties and afford them the opportunity to participate in any government agency discussion or negotiations irrespective of whom or by whom such discussions are initiated.
- b. Students. Students shall at all times be students. Nothing in this Agreement is intended or shall be construed to create an employment or employee's helper relationship between a Student and either party of any employee or agent of either party.

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

12.11 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 by the other party.

**UNIVERSITY OF WISCONSIN -
OSHKOSH**

By: Deborah Smatelle
Name: Deborah Smatelle
Title: Interim Controller

**FROEDTERT MEMORIAL LUTHERAN
HOSPITAL, INC.**

By: _____
Name: _____
Title: _____