

**AGENDA**  
**PUBLIC SAFETY & WELFARE COMMITTEE MEETING**  
**Kenosha Municipal Building - Room 204**  
**Monday, March 10, 2014 - 5:00 pm**

<b>Chairman:</b>	<b>Rocco J. LaMacchia, Sr</b>	<b>Vice Chairman:</b>	<b>Chris Schwartz</b>
<b>Aldersperson:</b>	<b>Anthony Kennedy</b>	<b>Aldersperson:</b>	<b>Michael J. Orth</b>
<b>Aldersperson:</b>	<b>Kevin E. Mathewson</b>		

**Call to Order**  
**Roll Call**

Approval of the minutes of the meeting held on February 24, 2014.

1. Aldermanic Request for the installation of northbound and Southbound Stop Signs at the intersection of 23<sup>rd</sup> Street and 38<sup>th</sup> Avenue. *(District 5) Staff recommends a 90-day trial)*
2. Resolution by Aldersperson Kevin Mathewson; Co-Sponsors Aldersperson G. John Ruffolo, David Bogdala, and Steve Bostrom – To Urge the City of Kenosha Police and Fire Commission to Hold a Hearing on the Recent Allegations Made Against the Fire Chief. *(Referred from Council on 2/19/14) (Motion to approve pending)*
3. Clinical Affiliation Agreement for Health Occupations by and between the City *(of Kenosha)* and Gateway Technical College.

**CITIZEN COMMENTS/ALDERMEN COMMENTS/OTHER BUSINESS AS AUTHORIZED BY LAW**

IF YOU ARE DISABLED AND NEED ASSISTANCE, PLEASE CALL 653-4050 BEFORE THIS MEETING

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE MEMBERS OF THE COMMON COUNCIL MAY BE PRESENT AT THE MEETING, AND ALTHOUGH THIS MAY CONSTITUTE A QUORUM OF THE COMMON COUNCIL, THE COUNCIL WILL NOT TAKE ANY ACTION AT THIS MEETING.

**PUBLIC SAFETY & WELFARE COMMITTEE**  
**Minutes of Meeting held Monday, February 24, 2014**

A meeting of the Public Safety & Welfare Committee was held on Monday, February 24, 2014 in Room 204 of the Kenosha Municipal Building. The meeting was called to order at 5:00 pm by Chairman LaMacchia.

At roll call, the following members were present: Alderpersons Schwartz, Kennedy, and Mathewson. Alderperson Orth was excused. Staff members in attendance were: Michael Lemens, Director of Public Works; Cathy Austin, Assistant City Engineer; Jeff Warnock, Parks Superintendent; Deputy Police Chief Dan Miskinis; Deputy Fire Chief John Poltrock; City Attorney Matt Knight; Alderperson Curt Wilson; Alderperson David Bogdala; Alderperson Scott Gordon; and Alderperson G. John Ruffolo.

It was moved by Alderperson Mathewson, seconded by Alderperson Schwartz, to approve the minutes from the meeting held on Monday, February 10, 2014. Motion carried unanimously.

1. Aldermanic Request for a 4-Way Stop at 27th Avenue and 71st Street Intersection. *(District 8)*  
*(Staff recommends approval for a 90-day trial)*  
It was moved by Alderperson Mathewson, seconded by Alderperson Schwartz, to approve as recommended by staff.  
Staff: Michael Lemens spoke.  
Motion to approve carried unanimously.
2. Aldermanic Request to Remove the 2-hr Parking from 8:00am to 6:00pm Monday-Saturday except Holidays Signs on 31st Avenue from 56th Street to 60th Street and 58th Street from 30th Avenue to 31st Avenue. *(District 11)* *(Staff recommends approval for a 90-day trial)*  
Staff: Michael Lemens spoke.  
It was moved by Alderperson Mathewson, seconded by Alderperson Schwartz, to approve.  
Alderperson: Alderperson Scott Gordon spoke.  
Motion to approve carried unanimously.
3. Previous trial for a "No Parking, Stopping, and Standing 7:00am to 4:30pm on School Days" Signs on Both Sides of 85th Street between 25th Avenue to 30th Avenue. *(District 13)*  
Staff: Michael Lemens spoke.  
It was moved by Alderperson Schwartz, seconded by Alderperson Mathewson, to approve.  
Alderperson: Alderperson Curt Wilson spoke.  
Motion to approve carried unanimously.
4. Ordinance by Alderperson Bostrom -To repeal and Recreate Subsection 30.10 (of the Code of General Ordinances) Regarding Ethics Complaints. *(Referred from Council on 2/19/14)* *(Also referred to Public Works, Finance, and Licensing/Permit)*  
It was moved by Alderperson Mathewson, seconded by Alderperson Schwartz, to approve.  
Staff: City Attorney Matt Knight answered questions.  
It was then moved by Alderperson Kennedy, seconded by Alderperson Schwartz to defer.  
Motion to defer carried 3-1 (with Mathewson voting nay).
5. Resolution by Alderperson David F. Bogdala -To Recognize the Month of April as National Live.Love.Donate. Month in the City of Kenosha *(Referred from Council on 2/19/14)*.  
It was moved by Alderperson Kennedy, seconded by Alderperson Schwartz, to approve.  
Alderperson: Alderperson David Bogdala spoke.  
Motion to approve carried unanimously.

6. Resolution by Alderperson Kevin Mathewson; Co-Sponsors Alderperson G. John Ruffolo, David Bogdala, and Steve Bostrom – To Urge the City of Kenosha Police and Fire Commission to Hold a Hearing on the Recent Allegations Made Against the Fire Chief. (*Referred from Council on 2/19/14*)

It was moved by Alderperson Mathewson, seconded by Alderperson Schwartz to open up to a public hearing. Motion carried unanimously.

Public Hearing: Alderperson David Bogdala, Jay Dee Adams (*Local 414 Representative*), and Alderperson G. John Ruffolo spoke.

It was moved by Alderperson Mathewson, seconded by Alderperson Kennedy, to approve for discussion purposes only.

Staff: City Attorney Matt Knight answered questions.

Alderperson Kennedy withdrew his second.

Due to a lack of second, the discussion is over.

ALDERMAN COMMENTS: Alderperson Mathewson spoke regarding item #6.

OTHER BUSINESS AS AUTHORIZED BY LAW: City Attorney Matt Knight spoke in regards to the withdrawal motion in item #6 and apologized for being incorrect that both parties need to withdraw their motion.

ADJOURNMENT - There being no further business to come before the Public Safety & Welfare Committee, it was moved, seconded and unanimously carried to adjourn at 5:35 pm.



**Engineering Division**  
Shelly Billingsley  
Director of Engineering  
**Fleet Maintenance**  
Mauro Lenci  
Superintendent  
**Park Division**  
Jeff Warnock  
Superintendent

**Street Division**  
John H. Prijic  
Superintendent  
**Waste Division**  
Rocky Bednar  
Superintendent

## DEPARTMENT OF PUBLIC WORKS

**Michael M. Lemens, P.E., Director**  
**Shelly Billingsley, P.E., Deputy Director**

Municipal Building · 625 52<sup>nd</sup> ST · RM 305 · Kenosha, WI 53140  
Telephone (262) 653-4050 · Fax (262) 653-4056

Date: March 7, 2014

To: Alderperson Rocco LaMacchia, Chairman  
Public Safety and Welfare Committee

From: Shelly Billingsley, P.E.,  
City Engineer & Deputy Director of Public Works

cc: Alderperson Rocco LaMacchia,  
5<sup>th</sup> District

Subject: ***Aldermanic Request for the installation of northbound and southbound Stop signs at the intersection of 23<sup>rd</sup> Street and 38<sup>th</sup> Avenue.***

### **BACKGROUND INFORMATION:**

Alderman LaMacchia is requesting for the installation of northbound and southbound Stop signs at the intersection of 23<sup>rd</sup> Street and 38<sup>th</sup> Avenue. The Parkview Heights and Park Ridge Estates subdivisions east of 39<sup>th</sup> Avenue utilize 23<sup>rd</sup> Street as their main access road. This intersection services a maximum 98 vehicles per hour is currently uncontrolled.

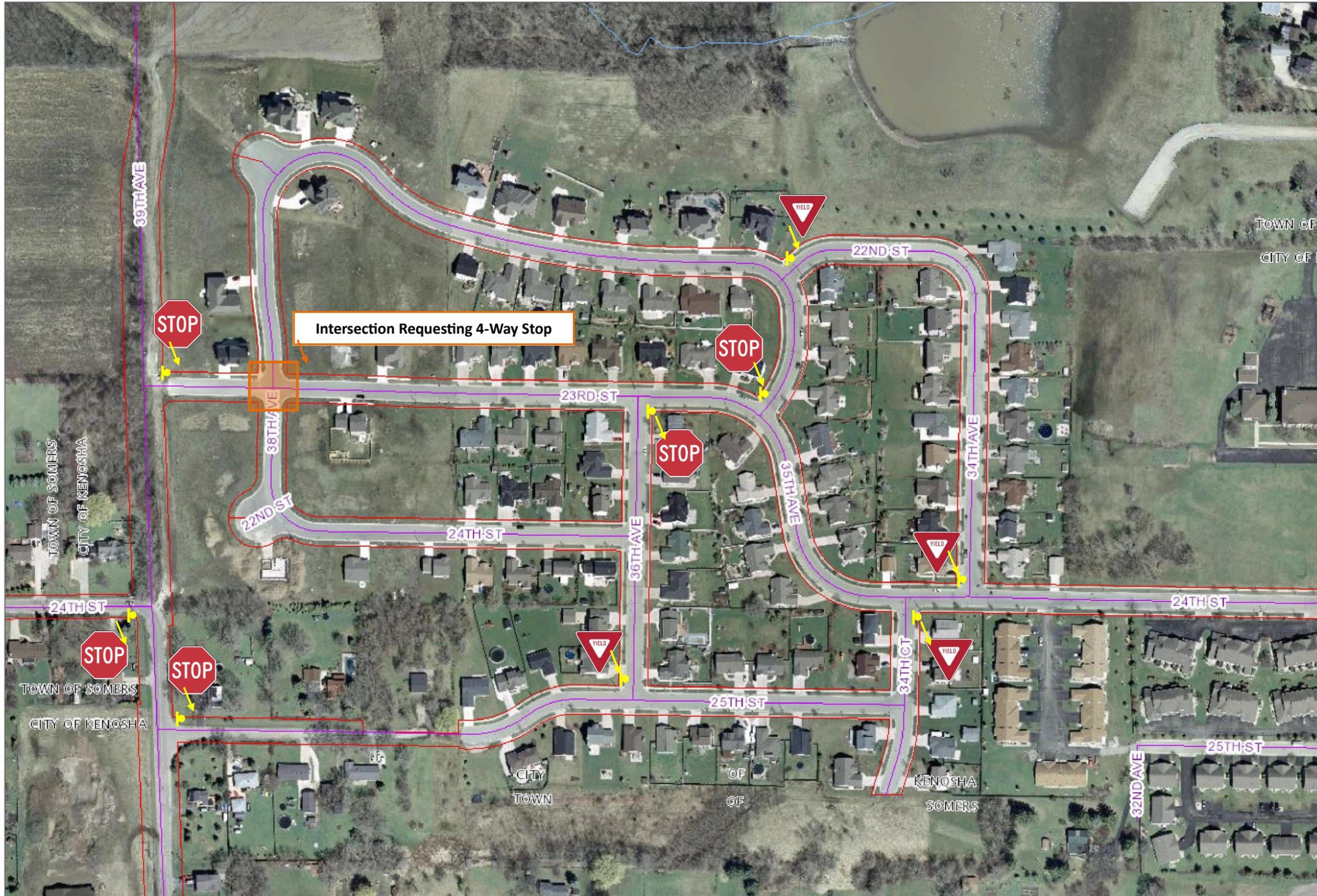
### **RECOMMENDATION:**

The Manual of Uniform Traffic Control Devices States: "Stop or Yield signs should be considered for use on low-volume roads where engineering judgment indicates that the normal right-of-way rule might not be readily apparent at an intersection of a less-important road with a main road."

Staff recommends a 90-day trial for northbound and southbound Stop signs on 38<sup>th</sup> Avenue at its intersection with 23<sup>rd</sup> Street.



### Intersection Control near 23<sup>rd</sup> Street and 38<sup>th</sup> Avenue



1 inch = 200 feet

**DISCLAIMER** This map is neither a legally recorded map nor a survey and is not intended to be used as one. This drawing is a compilation of records, data and information located in various state, county and municipal offices and other sources affecting the area shown and is to be used for reference purposes only. Kenosha County is not responsible for any inaccuracies herein contained. If discrepancies are found, please contact Kenosha County.



ENGINEERING DIVISION  
SHELLY BILLINGSLEY, P.E.  
CITY ENGINEER

PARK DIVISION  
JEFF WARNOCK  
SUPERINTENDENT

FLEET MAINTENANCE  
MAURO LENCI  
SUPERINTENDENT

STREET DIVISION  
JOHN H. PRIJIC  
SUPERINTENDENT

WASTE DIVISION  
ROCKY BEDNAR.  
SUPERINTENDENT

**DEPARTMENT OF PUBLIC WORKS**

MICHAEL M. LEMENS, P.E., DIRECTOR  
SHELLY BILLINGSLEY, P.E., DEPUTY DIRECTOR

MUNICIPAL BUILDING · 625 - 52ND ST · RM 305 · KENOSHA, WI 53140  
TELEPHONE (262) 653-4050 · FAX (262) 653-4056  
EMAIL PUBLICWORKS@KENOSHA.ORG

February 21, 2014

To: Rocco L. LaMacchia, Sr., Chairman,  
Public Safety & Welfare Committee

From: Michael M. Lemens, P.E.  
Director of Public Works *[Handwritten signature and date 2-21-14]*

Subject: Resolution by Alderperson Kevin Mathewson; Co-Sponsors Alderperson G. John Ruffolo,  
David Bogdala, and Steve Bostrom – To Urge the City of Kenosha Police and Fire  
Commission to Hold a Hearing on the Recent Allegations Made Against the Fire Chief.

**BACKGROUND INFORMATION**

Staff received this request from the Legal Department for a Resolution by Alderperson Mathewson which was referred to Public Safety and Welfare at the Common Council meeting on February 19, 2014.

**RECOMMENDATION**

Staff has no recommendation.

MML/dh

**RESOLUTION NO. \_\_\_\_**

**SPONSOR: ALDERPERSON KEVIN E. MATHEWSON**  
**CO-SPONSOR: ALDERPERSON G. JOHN RUFFOLO**  
**ALDERPERSON DAVID F. BOGDALA**  
**ALDERPERSON STEVE G. BOSTROM**

**TO URGE THE CITY OF KENOSHA POLICE AND FIRE COMMISSION TO HOLD A HEARING ON THE RECENT ALLEGATIONS MADE AGAINST THE FIRE CHIEF**

**WHEREAS**, on August 16th, 2010 the Common Council issued a public reprimand against Fire Chief John Thomsen due to his failure to maintain “objectivity” which caused a Fire Department Division Chief, Richard Meeker, to perceive that he was being persecuted; and,

**WHEREAS**, on February 5th, 2014 a complaint was filed with the Police and Fire Commission by Jeremy Ryan against Fire Chief John Thomsen for allegedly engaging in acts unbecoming of an officer of the City of Kenosha; and,

**WHEREAS**, the allegations made against Chief Thomson are very serious; and,

**WHEREAS**, the accused, the accuser, and the community deserve a fair public hearing where the facts can be discovered; and,

**WHEREAS**, the only way to insure fair and transparent government, is to utilize the processes put in place at both the State and City level without interference from anyone else.

**NOW THEREFORE BE IT RESOLVED** that the Common Council for the City of Kenosha does hereby urge the City of Kenosha Police and Fire Commission to hold a public hearing in reference to the complaint made by Jeremy Ryan on February 5th, 2014; and,

**BE IT FURTHER RESOLVED** that the City Clerk deliver copies of this resolution to each member of the City of Kenosha Police and Fire Commission

Adopted this day of \_\_\_\_\_, 2014.

ATTEST: \_\_\_\_\_ City Clerk

APPROVED: \_\_\_\_\_ Mayor

Drafted By:  
KEVIN MATHEWSON  
ALDERMAN, DISTRICT 8

**CLINICAL AFFILIATION AGREEMENT  
FOR HEALTH OCCUPATIONS**

**By And Between**

**THE CITY OF KENOSHA, WISCONSIN,  
A Wisconsin Municipal Corporation,**

**And**

**GATEWAY TECHNICAL COLLEGE  
3520 30<sup>th</sup> Avenue,  
Kenosha, Wisconsin 53144**

This Agreement is made effective this 18<sup>th</sup> day of March, 2014 (“Effective Date”) by and between the City of Kenosha, Wisconsin, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin (“CITY”) and Gateway Technical College, a Wisconsin institution for technical education and training (“GATEWAY”).

**WITNESSETH**

WHEREAS, GATEWAY 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 clinical experiences for GATEWAY students enrolled in the Programs ("Students"); and

WHEREAS, the CITY through its Fire Department (“Clinical Education Setting”) serves patients/residents in various health settings through the provision of treatments and services consistent with one or more Programs, and seeks to train future health care practitioners by providing Students with supervised clinical experiences at the Clinical Education Setting sites, consistent with the educational objectives of Students and GATEWAY; and

WHEREAS, GATEWAY and the CITY have determined that each may best accomplish its objectives by mutual assistance, and seek to describe their affiliation in this Agreement combined with the Program Addenda attached to and made a part of this Agreement;

NOW THEREFORE, in consideration for the mutual promises contained herein, GATEWAY and the CITY agree as follows:

**ARTICLE 1 – GATEWAY  
RIGHTS AND RESPONSIBILITIES**

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

**1.1 PREPARATION OF STUDENTS FOR CLINICAL PLACEMENT.** GATEWAY shall ensure, through qualified faculty, that each Student assigned to the Clinical Education Setting is adequately prepared to benefit from such assignment. 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 clinical placement; and (ii) appreciation of the nature and seriousness of the work Student will observe and/or perform.

**1.2 ELIGIBLE STUDENTS FOR THE CLINICAL EDUCATION SETTING.** After receiving from the Clinical Education Setting the number of placements available for Students, GATEWAY shall submit a list of Students available for assignment to the Clinical Education Setting.

**1.3 EDUCATIONAL COORDINATOR.** GATEWAY shall appoint a faculty member to serve as Educational Coordinator for each Program, and shall communicate his or her name, title and telephone number to the Clinical 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.** GATEWAY shall provide to each Student assigned to the Clinical Education Setting professional liability insurance pursuant to Article 8 of this Agreement. This coverage shall be provided at no cost to the Clinical Education Setting. Proof of insurance shall be provided to the Clinical Education Setting upon request. In the event that insurance is discontinued, or carrier changed, GATEWAY shall notify Clinical Education Setting immediately.

**1.5 ACCREDITATION AND LICENSURE.** GATEWAY shall maintain, at all times during the term of this Agreement: (i) regional accreditation as an educational institution; (ii) all licensures and approvals from the State of Wisconsin necessary to the applicable Program; and (iii) full and unrestricted accreditation of the Programs from the accrediting organization specified in the applicable Program Addendum. GATEWAY shall promptly notify the Clinical Education Setting of any change in its accreditation, approval or licensure status.

**1.6 BACKGROUND INVESTIGATIVE DISCLOSURE.** If required, responsibility for background investigative disclosure, pursuant to the Wisconsin Caregiver Background Check Law, shall be as described in the Program Addendum.

## **ARTICLE 2 - CLINICAL EDUCATION SETTING RIGHTS AND RESPONSIBILITIES**

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

**2.1 ASSIGNMENT OF STUDENTS TO THE CLINICAL EDUCATION SETTING.** The Clinical Education Setting shall have the sole discretion to select students for assignment to the Clinical Education Setting from the list of Students submitted by GATEWAY. The Clinical Education Setting 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 the number of Students on-site at any one time, the number of hours of clinical supervision that the Clinical Education Setting can provide over a period of time, or other such description of capacity. The Clinical Education Setting shall communicate such capacity to GATEWAY before GATEWAY submits its list of students available for assignment to the Clinical Education Setting. The Clinical Education

Setting shall have the sole discretion to remove any Student from the Clinical Education Setting at any time.

**2.2 SITE COORDINATOR.** The Clinical Education Setting shall appoint an employee or representative to serve as a coordinator at the site for each Program (for purposes of this Agreement, the "Site Coordinator" and as may be described in the Program Addendum), and shall communicate his or her name, title and telephone number to GATEWAY. The Site Coordinator shall be responsible for overall management of the experience at the Clinical Education Setting, and may be assigned as Site Coordinator for one or more Programs.

**2.3 ORIENTATION.** The Clinical Education Setting shall provide GATEWAY faculty and Students with a comprehensive orientation to the Clinical Education Setting. The orientation shall include a comprehensive review and explanation of the policies, rules, regulations and procedures of the Clinical Education Setting required to be followed by GATEWAY faculty and Students, including but not limited to those relating to the confidentiality of patient health information required by state and federal law, as well as the consequences for failing to abide by the policies, rules, regulations and procedures. The orientation shall also include a comprehensive review and explanation of the Clinical Education Setting's emergency and safety protocols and policies, a tour of the physical facilities and such other orientation activities as may be deemed appropriate by GATEWAY and the Clinical Education Setting.

**2.4 QUALIFIED SUPERVISION.** Clinical Education Setting shall assure that a qualified practitioner supervises each 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. The Student to practitioner ratio shall not exceed that ratio specified in the applicable Program Addendum, if any.

**2.5 STUDENT ACCESS TO THE CLINICAL EDUCATION SETTING AND PATIENTS.** The Clinical Education Setting shall permit access by Students to any and all areas of the Clinical Education Setting as reasonably required to support Students' clinical development and as permitted under applicable law. These areas shall include patient care units, laboratories, ancillary departments, cafeteria and parking facilities.

**2.6 ACCREDITATION, LICENSURE AND ELIGIBILITY.** The Clinical Education Setting shall maintain, at all times during the term of this Agreement all qualifications necessary to provide services under this Agreement, including: (i) full and unrestricted accreditation, as appropriate and as described in the Program Addendum; (ii) all necessary licensures, certifications and approvals from the State of Wisconsin or other authority; and (iii) if applicable, eligibility for participation in the Medicare and Medicaid programs. The Clinical Education Setting shall immediately notify GATEWAY of any change in the Clinical Education Setting's qualifications, accreditation, licensure or eligibility status.

**2.7 CLINICAL COMPONENT REQUIREMENTS.** The clinical component offered by GATEWAY shall in all respects be implemented and administered by the Clinical Education Setting in a manner that meets the requirements of any agency that accredits, licenses, certifies or otherwise oversees the Program, other authorities identified by GATEWAY, and all applicable laws.

**2.8 FINAL AUTHORITY.** The Clinical Education Setting retains final authority for all aspects of operations at and management of the Clinical Education Setting.

**2.9 REMUNERATION.** Students may not receive remuneration for services relating to the Program and performed for or on behalf of the Clinical Education Setting.

### **ARTICLE 3 - JOINT RIGHTS AND RESPONSIBILITIES**

In addition to their rights and responsibilities described elsewhere in this Agreement, GATEWAY and the Clinical Education Setting shall have the following rights and responsibilities.

**3.1 SUPERVISION AND EVALUATION OF STUDENTS.** GATEWAY and the Clinical Education Setting shall, in good faith, work cooperatively to assure adequate supervision and evaluation of Students while Students are on-site at the Clinical Education Setting. Both parties shall reinforce with Students: (i) the seriousness of the service being performed at the Clinical Education Setting, including the Students' impact upon patients' well being; (ii) the importance of abiding by the Clinical Education Setting rules and regulations; and (iii) the confidentiality of patient identities and health information. GATEWAY shall, if the Clinical Education Setting so desires, assure prompt feedback to the Clinical Education Setting regarding Students' evaluation of their clinical experience at the Clinical Education Setting. The Clinical Education Setting shall assure prompt feedback to GATEWAY regarding Students' performance at the Clinical Education Setting and additional feedback as described in the Program Addendum, if any.

**3.2 REVIEW AND EVALUATION OF AFFILIATION.** GATEWAY and the Clinical Education Setting agree to review and evaluate any and all aspects of their affiliation at periodic intervals, and to work cooperatively to establish and maintain clinical experiences that meet their respective objectives based on clinical education availability and coordination with other commitments of the Clinical Education Setting. This Agreement may be amended or modified pursuant to Article 6.4 to reflect changes in the parties' relationship.

### **ARTICLE 4 - STUDENT RIGHTS AND RESPONSIBILITIES**

GATEWAY and the Clinical Education Setting shall instruct Students regarding Students' rights and responsibilities while on site at the Clinical Education Setting. These rights and responsibilities shall include the following:

**4.1 CONDUCT.** Student shall, at all times while on the Clinical 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 except as otherwise permitted by law carry any firearms or other weapons while on the Clinical Education Setting premises. Student shall abide by all policies, rules, regulations and procedures of the Clinical Education Setting and GATEWAY, including but not limited to the confidentiality of patient health information required by state and federal law. Failure to abide by the polices, rules, regulations and procedures may result in the Student's removal from the Program and the Clinical Education Setting. Student shall be personally liable to the CITY and the Clinical

Education Setting for any damages, liabilities, costs or expenses arising out of or in anyway related to the Student's failure to abide by the polices, rules, regulations and procedures of the Clinical Education Setting. Student shall indemnify, defend, and hold harmless the CITY, the Clinical Education Setting and their officers, employees and agents from and against any and all liabilities, claims, losses, lawsuits, judgments and/or expenses including actual attorney fees, arising out of or in any way related to the Student's failure to abide by the policies, rules, regulations and procedures of the Clinical Education Setting. The Student's personal liability and obligation to indemnify, defend and hold harmless shall survive beyond the expiration of the Student's participation in the Program.

**4.2 TIMELINESS.** Student shall report to the Clinical Education Setting at the assigned place and time. Student shall immediately inform the Clinical Education Setting and GATEWAY of Student's inability to report to the Clinical Education Setting as assigned.

**4.3 UNIFORM AND IDENTIFICATION.** Student shall wear the uniform or other clothing as directed by GATEWAY. Student shall display proper identification as directed by the Clinical Education Setting. Student's appearance shall be, at all times, neat and clean, and follow the Clinical Education Setting dress code policy.

**4.4 PERSONAL EXPENSES.** While at the Clinical Education Setting, Student shall be responsible for Student's personal expenses such as meals, travel, medical care and incidentals.

**4.5 EVALUATION OF CLINICAL EXPERIENCE.** Student shall, upon request of GATEWAY or the Clinical Education Setting, provide a candid written evaluation of the clinical experience at the Clinical Education Setting including, without limitation, preparation for the on-site experience, orientation to the Clinical Education Setting and experience and supervision at the Clinical Education Setting.

## **ARTICLE 5 - STUDENT HEALTH POLICIES**

**5.1 EMERGENCY MEDICAL SERVICES.** If Student is injured or becomes ill while at the Clinical Education Setting, the Clinical Education Setting shall provide emergent or urgent medical care, as appropriate, consistent with the Clinical Education Setting's capability and policies. The Clinical Education Setting shall promptly notify GATEWAY that Student has been injured or has become ill. Student shall bear full financial responsibility for charges associated with said treatment.

**5.2 IMMUNIZATIONS.** GATEWAY shall assure that Student has received, before reporting to the Clinical Education Setting, appropriate immunizations and vaccines, or, in the alternative, has completed the appropriate declination of immunization form, notice of which is provided to the Clinical Education Setting. Proof of immunization shall be provided by GATEWAY to Clinical Education Setting upon request. The Clinical Education Setting shall have the sole discretion to refuse assignment of any Student to, or remove any Student from, the Clinical Education Setting who has not received any immunization which may be required by the Clinical Education Setting.

**5.3 OSHA POLICIES.** Clinical Education Setting shall instruct Students regarding precautions and other procedures to protect Students, patients and the Clinical Education Setting personnel from blood borne and other pathogens.

## **ARTICLE 6 - TERM AND TERMINATION**

**6.1 INITIAL AND RENEWAL TERM.** Subject to Article 6.2, 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 as set forth in the Program Addendum. 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 Clinical Education Setting. Notwithstanding the foregoing, either party may choose not to renew this Agreement at the end of the then-current Program by providing the other with not less than sixty (60) days' advance written notice of its intent not to renew prior to the end of then-current Program.

**6.2 TERMINATION.** Notwithstanding Article 6.1, this Agreement may be terminated as follows.

A. GATEWAY and/or the Clinical Education Setting may terminate this Agreement at any time with or without cause, and on any terms in writing, though the parties shall attempt, in good faith and using their best effort, to effectuate the termination to coincide with a normal academic or Program break.

B. Immediate Termination. GATEWAY may immediately terminate this Agreement and any and all Program Addenda upon written notice to Clinical Education Setting if the Clinical Education Setting fails to maintain full and unrestricted accreditation, licensure and, if applicable, eligibility as required under Article 2.6 of this Agreement. The Clinical Education Setting may immediately terminate this Agreement and any and all Program Addenda upon written notice to GATEWAY if GATEWAY fails to maintain full and unrestricted accreditation and licensure as required under Article 1.5 of this Agreement. In addition, the Clinical Education Setting may also immediately terminate any Program Addenda upon written notice to GATEWAY if GATEWAY fails to maintain full and unrestricted accreditation with respect to said Program as required under the applicable Program Addendum.

**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.

**6.4 AMENDMENTS AND MODIFICATIONS.** This Agreement may be amended or modified at any time with the signed written approval of the parties and made a part of this Agreement.

## **ARTICLE 7 - INDEMNIFICATION AND LIABILITY**

**7.1 GATEWAY.** GATEWAY shall indemnify, defend and hold harmless the Clinical 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 GATEWAY or any of its employees. GATEWAY shall indemnify, defend and hold harmless the Clinical Education Setting for any acts or omissions by any Student that may arise during the course and scope of the clinical experience as described in this Agreement and the attached Program Addendum..

**THE CLINICAL EDUCATION SETTING.** The Clinical Education Setting shall indemnify, defend and hold harmless GATEWAY TECHNICAL COLLEGE, 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 Clinical Education Setting or any of its employees, agents, medical residents or members of its medical, dental or professional staff that may occur during or that may arise out of this Agreement.

**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.

**7.2 SURVIVAL.** This Article 7 shall survive the expiration, non-renewal or termination of this Agreement.

### **ARTICLE 8 - INSURANCE**

GATEWAY shall maintain, at no cost to the Clinical Education Setting, general and professional liability insurance covering GATEWAY as an entity and each of its employees and agents against general and professional liability claims, in the minimum amount of one million dollars (\$1,000,000) per occurrence. Evidence of such insurance shall be provided to the Clinical Education Setting upon request.

### **ARTICLE 9 - NOTICES AND COMMUNICATIONS**

**9.1 NOTICES.** Any notice required to be given in this Agreement by any of the parties is to be by certified mail with return receipt or by personal service addressed to GATEWAY or the Clinical Education Setting as the case may be as set forth below. Either party may designate a different address by delivery, sending or serving written notice of such change of address upon the other party. Notice shall be effective as of the date of delivery, if by hand, or mailing, if by certified mail.

If to GATEWAY:

Terry Simmons  
Dean of Service Occupations  
Gateway Technical College  
496 McCanna Parkway  
Burlington, Wisconsin 53105

If to Clinical Education Setting:

City Clerk/Treasurer  
City of Kenosha Municipal Building  
625 52<sup>nd</sup> Street, Room 105  
Kenosha, Wisconsin 53144

With copies to:

Fire Chief  
City of Kenosha Municipal Building  
625 52<sup>nd</sup> Street, Room 109  
Kenosha, WI 53140

**9.2 OTHER COMMUNICATIONS.** Communications, other than notices as described in Article 9.1, whether written or oral, shall be directed to the appropriate GATEWAY Dean, Educational Coordinator or Site Coordinator as indicated in the Program Addendum.

#### **ARTICLE 10 - NON-EXCLUSIVE**

The parties agree that GATEWAY shall be free to enter into similar agreements with other facilities, and that the Clinical Education Setting shall be free to enter into similar agreements with other educational institutions.

#### **ARTICLE 11 - GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

#### **ARTICLE 12 - 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.

#### **ARTICLE 13 - 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.

#### **ARTICLE 14 - RELATIONSHIP OF PARTIES**

GATEWAY and the Clinical 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 GATEWAY, the Clinical Education Setting or their employees, both GATEWAY and the Clinical 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 discussions or negotiations, irrespective of how such discussions or negotiations are initiated.

#### **ARTICLE 15 - CONFIDENTIALITY OF RECORDS**

**15.1 STUDENT RECORDS.** GATEWAY and the Clinical 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 GATEWAY.

GATEWAY agrees to provide the Clinical Education Setting with guidance with respect to compliance with FERPA.

**15.2 PATIENT HEALTH CARE RECORDS.** GATEWAY and the Clinical Education Setting acknowledge that patient health information is protected under Wisconsin law (e.g., Wis. Stat. §§ 146.82, 51.30 and 252.15) and the Health Insurance Portability and Accountability Act ("HIPAA") and its accompanying regulations. The Clinical Education Setting agrees to provide Students and GATEWAY with guidance with respect to compliance with these statutes and regulations upon request. No patient identifiable information may leave the Clinical Education Setting without Clinical Education Setting administrative approval.

#### **ARTICLE 16 - NON-DISCRIMINATION**

GATEWAY and the Clinical 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 applicable anti-discriminatory laws and policies promulgated by GATEWAY.

#### **ARTICLE 17 - ENTIRE AGREEMENT**

This Agreement, together with one or more Program 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 supersedes any and all other agreements, in writing or oral, between the parties hereto with respect to the subject matter thereof.

*Signatures on following pages*





**PROGRAM ADDENDUM TO THE CLINICAL AFFILIATION  
AGREEMENT FOR HEALTH OCCUPATIONS**

This Agreement is made effective this 18th day of March, 2014 (“Effective Date”) by and between the City of Kenosha, Wisconsin, a municipal corporation, duly organized and existing under the laws of the State of Wisconsin (“CITY”) and Gateway Technical College, a Wisconsin institution for technical education and training (“GATEWAY”).

WHEREAS, GATEWAY and Clinical Education Setting have executed a Clinical Affiliation Agreement for Health Occupations dated March 18, 2014 (“Agreement”) that describes their relationship regarding educational and clinical experiences for Students enrolled in one or more of GATEWAY’S health occupation programs; and

WHEREAS, the Agreement provides for the execution of a Program Addendum pertaining to each health occupation program to which it applies and any capitalized terms not defined in this Program Addendum shall have the meaning set forth in the Agreement; and

WHEREAS, the parties desire to execute this Program Addendum to effectuate the Agreement with regard to GATEWAY’S Paramedic Program (“Program”);

NOW, THEREFORE, with regard to the Program, the parties agree as follows:

1. Pursuant to Article 1.3 of the Agreement, GATEWAY's Educational Coordinator for the Program shall be: Gary E. Leyer EMS Program Chair, Gateway Technical College, 380 McCanna Parkway, Burlington, WI, 53105.

2. Pursuant to Article 1.6 of the Agreement, all Students who are assigned to the Clinical Education Setting shall have had a national background check performed under the direction of GATEWAY in accordance with applicable Wisconsin Caregiver Background Check Law. The background check shall include but not be limited to obtaining, as applicable, information from the Wisconsin Departments of Justice, Regulation and Licensing, and Health Services and from out-of-state agencies if the Student has lived outside of Wisconsin within the past three years. The results of the background check will be evaluated by GATEWAY and the Clinical Education Setting to determine if the Student will be barred from assignment to the Clinical Education Setting. Prior to assignment of the Student, GATEWAY will notify the Clinical Education Setting in writing of any crime of which Student has been convicted so that the Clinical Education Setting may make a determination as to whether the conviction(s) is substantially related to the duties the Student would be performing and if so whether the conviction(s) will bar the Student from assignment to the Clinical Education Setting. The Clinical Education Setting may also refuse placement of any Student the Clinical Education Setting believes could put its patients, employees and/or visitors at risk or is not to the same standard as its own internal employees. GATEWAY hereby agrees to notify the Clinical Education Setting in writing when GATEWAY becomes aware that any Student on site at the Clinical Education Setting is being investigated by any regulatory agency, charged with or convicted of any crime or is investigated by any governmental agency. Upon receipt of the written notification, the Clinical Education Setting may suspend or remove the Student from the Program. Both GATEWAY and the Clinical Education Setting understand that the Student has an ongoing duty to report to GATEWAY should there be any change from the initial national background check.

3. Pursuant to Article 2.2 of the Agreement, the Clinical Education Setting's Site Coordinator shall be EMS Division Chief James Poltrock, Kenosha Fire Department, 625 – 52<sup>nd</sup> Street, Kenosha, WI 53140.

4. Pursuant to Article 2.4 of the Agreement, responsibility for qualified supervision shall be as follows: Clinical Instructors assigned to the Program will be responsible for provision, coordination and supervision of the clinical instruction, and the experience to be provided by Clinical Education Setting to the Students enrolled in the Program. Clinical Instructors will be licensed by the State of Wisconsin in good professional standing with at least two (2) years of experience as a Wisconsin licensed EMT Paramedic with current ACLS recognition or such higher number of years of experience as requested by accreditation agencies, and have such other qualifications and experience as agreed to by GATEWAY and the Clinical Education Setting or as may be required for Program accreditation by accrediting agencies and authorities.

5. Pursuant to Article 2.7 of the Agreement, the clinical component offered by GATEWAY shall in all respects be implemented and administered by the Clinical Education Setting in a manner that meets the requirements of any accreditation agency that accredits the Program, including the Wisconsin Technical College System and the DHS State EMS Office.

6. Pursuant to Article 3.1 of the Agreement, the Clinical Education Setting shall provide the following additional feedback to the Program: Evaluation of clinical performance by enrolled Students at the Clinical Education Setting will be the responsibility of the Clinical Instructors and the Clinical Education Setting. The Clinical Instructors will participate in evaluation of the Student through written communication. It is the responsibility of the Clinical Instructors to notify GATEWAY of performance of a Student that is less than satisfactory in a timely manner so that appropriate remediation may be initiated by the Clinical Education Setting, and if necessary, other action including removal from the Program taken with the assistance of GATEWAY. GATEWAY, following review of written reports and input from the Clinical Education Setting concerning Student performance and coursework in the Program, will assign the final Pass-Fail grade to the Student for each clinical internship.

7. Pursuant to Article 6.1, the initial term of the Agreement shall be one Program year ending on March 17, 2015.

8. All other terms of the Agreement shall apply, as applicable, to the Program and this Program Addendum.

9. This Program Addendum shall be effective as of the date first written above and shall continue in full force and effect for so long as the Agreement remains in full force and effect unless this Program Addendum is (a) terminated prior to termination of the Agreement pursuant to Article 6.2 of the Agreement, or (b) superseded by the execution of an amended and/or restated Program Addendum.



**GATEWAY TECHNICAL COLLEGE**  
**a Wisconsin technical college**

BY: \_\_\_\_\_  
MARK ZLEVOR  
Chief Financial Officer  
Vice President Administration

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

STATE OF WISCONSIN )  
  :SS.  
COUNTY OF KENOSHA)

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2014,  
MARK ZLEVOR, Chief Financial Officer/Vice President Administration of GATEWAY  
TECHNICAL COLLEGE, to me known to be Chief Financial Officer and Vice President  
of Administration of said Technical College, and acknowledged that he executed the  
foregoing instrument as such officer as the agreement of said College, by its authority.

\_\_\_\_\_  
Notary Public, Kenosha County, WI.  
My Commission expires/is: \_\_\_\_\_

Drafted By:  
JONATHAN A. MULLIGAN,  
Assistant City Attorney