



## **BOARD OF NURSING**

**Room 121A, 1400 East Washington Avenue, Madison**  
**Contact: Dan Williams (608) 266-2112**  
**March 12, 2015**

*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.*

**8:00 A.M.**

### **AGENDA**

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

- A. Adoption of the Agenda (1-4)**
- B. Approval of the Minutes of February 12, 2015 (5-10)**
- C. Administrative Matters – Discussion and Consideration**
  - 1) Staff Updates
  - 2) Board Member – Term Expiration Date
    - a. Paul Abegglen – 7/1/2015
    - b. Julie Ellis – 7/1/2015
    - c. Maria Joseph – 7/1/2013
    - d. Sheryl Krause – 7/1/ 2018
    - e. Jeffrey Miller – 7/1/2016
    - f. Peter Kallio – 7/1/ 2018
    - g. Lillian Nolan – 7/1/2015
    - h. Luann Skarlupka – 7/1/2017
    - i. Cheryl Streeter – 7/1/2017
- D. Speaking Engagement(s), Travel, or Public Relations Request(s) – Discussion and Consideration**
  - 1) Status Report from BON Presentation Workgroup
- E. Legislative and Administrative Rule Matters – Discussion and Consideration**
  - 1) Update on Pending and Possible Projects
  - 2) Update on Nurse Legislation and Rules Committee Meeting Dates
  - 3) Implementation of N1
    - a. NCLEX Scores
- F. Education and Examination Matters – Discussion and Consideration**
  - 1) Bryant and Stratton College Request for Authorization to Plan a Nursing School (PN) **(11-60)**
  - 2) Lakeshore Technical College NLCEX Pass Rate Analysis and Plan **(61-65)**

3) Status of Updates to Board of Nursing Forms and Website Pages

G. Discussion and Consideration of Items Received After Preparation of the Agenda

- 1) Introductions, Announcements, and Recognition
- 2) Election of Board Officers
- 3) Appointment of Board Liaison(s)
- 4) Informational Item(s)
- 5) Division of Legal Services and Compliance Matters
- 6) Education and Examination Matters
- 7) Credentialing Matters
- 8) Practice Matters
- 9) Legislation / Administrative Rule Matters
- 10) Liaison Report(s)
- 11) Presentations of Petition(s) for Summary Suspension
- 12) Presentation of Proposed Stipulation(s), Final Decision(s) and Order(s)
- 13) Presentation of Final Decision and Order(s)
- 14) Speaking Engagement(s), Travel, or Public Relations Request(s)

H. 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.).**

I. **Proposed Final Decision and Order**

- 1) Carrie Pietrasik-Dewey, R.N. (DHA case # SPS-14-0071)(DLSC case # 14 NUR 117) **(66-75)**
- 2) Karyn Kaiser, L.P.N. (DHA case # SPS-14-0097)(DLSC case # 14 NUR 007) **(76-85)**

J. **Deliberation on Division of Legal Services and Compliance (DLSC) Matters**

1) **Attorney Amanda Florek**

*a. Proposed Stipulations, Final Decisions and Orders*

1. 13 NUR 608 (L.J.W.) **(85-92)**
2. 13 NUR 708 (J.J.P.) **(93-107)**
3. 14 NUR 303 (S.U.) **(108-114)**
4. 14 NUR 357 (A.A.R.) **(115-121)**
5. 14 NUR 602 (B.A.H.) **(122-127)**
6. 14 NUR 623 (S.A.K.) **(128-133)**
7. 14 NUR 659 (J.A.C.) **(134-139)**
8. 14 NUR 702 (R.C.C.) **(140-151)**
9. 14 NUR 707 (E.S.J.) **(152-157)**
10. 14 NUR 722 (S.S.B.) **(158-164)**
11. 15 NUR 016 (T.L.A.) **(165-171)**

*b. Administrative Warnings*

1. 14 NUR 586 (F.E.S.) **(172-173)**
2. 15 NUR 010 (J.A.F.) **(174-175)**

2) **Attorney Kim Kluck**

*a. Proposed Stipulations, Final Decisions and Orders*

1. 14 NUR 060 (B.N.B.) **(176-187)**
2. 14 NUR 167 (R.J.S.) **(188-193)**

3. 14 NUR 290 (S.C.S.) **(194-205)**
4. 14 NUR 307 (J.M.K.) **(206-211)**
5. 14 NUR 395 (D.J.H.) **(212-218)**
6. 14 NUR 498 (J.L.N.) **(219-224)**
7. 14 NUR 530 (S.L.W.) **(225-230)**
8. 14 NUR 592 (L.K.S.) **(231-236)**
9. 14 NUR 642 (M.K.H.) **(237-243)**
10. 14 NUR 693 (J.L.H.) **(244-251)**
11. 15 NUR 008 (C.D.J.) **(252-257)**
12. 15 NUR 011 (D.C.B.) **(258-263)**
13. 15 NUR 059 (T.L.S.) **(264-275)**

*b. Administrative Warnings*

1. 14 NUR 710 (P.E.K.) **(276-277)**
2. 15 NUR 053 (A.M.N.) **(278-279)**

**3) Case Closures and Case Status Report (280-286)**

**4) Monitoring Matters (287-320)**

- a. Annette Malcomson, R.N. – Requesting Modification **(289-304)**
- b. Samantha (Bader) Schlesner, R.N. – Requesting Modifications **(305-320)**

**K. Deliberation of Credentialing Matters**

**1) Conviction Review**

- a. Joni Eberhardy **(321-346)**
- b. Ketura Wanless **(347-402)**

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

- 1) Professional Assistance Procedure (PAP) Matters
- 2) Division of Legal Services and Compliance Matters
- 3) Monitoring Matters
- 4) Credentialing Matters
- 5) Education and Examination Matters
- 6) Administrative Warnings
- 7) Review of Administrative Warnings
- 8) Proposed Stipulations, Final Decisions and Orders
- 9) Proposed Final Decisions and Orders
- 10) Orders Fixing Costs/Matters Related to Costs
- 11) Case Closings
- 12) Case Status Report
- 13) Petitions for Summary Suspension
- 14) Petitions for Designation of Hearing Examiner
- 15) Petitions for Re-hearings
- 16) Appearances from Requests Received or Renewed
- 17) Motions

**M. Consult 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

**N. Board Meeting Process (Time Allocation, Agenda Items) – Discussion and Consideration**

- 1) Newsletter Discussion

O. Board Strategic Planning and its Mission, Vision, and Values – Discussion and Consideration

**ADJOURNMENT**

The next scheduled meeting is April 9, 2015.

**BOARD OF NURSING  
MEETING MINUTES  
February 12, 2015**

**PRESENT:** Paul Abegglen, Julie Ellis, Maria Joseph, Peter Kallio, Sheryl Krause, Jeffrey Miller, Lillian Nolan, Luann Skarlupka, Cheryl Streeter (*Excused at 1:01 p.m.*)

**STAFF:** Dan Williams, Executive Director; Kimberly Wood, Bureau Assistant; and other DSPS Staff

**CALL TO ORDER**

Jeffrey Miller, called the meeting to order at 8:01 a.m. A quorum of nine (9) members was confirmed.

**ADOPTION OF THE AGENDA**

**Amendments:**

- ***Under Item K.5.-Monitoring (Closed Session) ADD: “Andrea Weber, R.N. – Requesting Modifications”***

**MOTION:** Sheryl Krause moved, seconded by Luann Skarlupka, to adopt the agenda as amended. Motion carried unanimously.

**APPROVAL OF MINUTES OF JANUARY 8, 2015**

**MOTION:** Luann Skarlupka moved, seconded by Julie Ellis, to approve the minutes of January 8, 2015 as published. Motion carried unanimously.

**DELEGATION OF AUTHORITY**

**Monitoring Liaison**

**MOTION:** Cheryl Streeter moved, seconded by Maria Joseph, to adopt the revised “Roles and Authorities Delegated to the Monitoring Liaison and Department Monitor” document as outlined in the February 12, 2015 agenda materials. Motion carried unanimously.

**APPEARANCE – BRIAN SCHERTZ, RN, BSN, CEN: NURSING WITHIN THE WISCONSIN CORRECTIONAL SYSTEM – DISCUSSION AND CONSIDERATION**

**MOTION:** Luann Skarlupka moved, seconded by Peter Kallio, to acknowledge and thank Brian Schertz for his presentation to the Board of Nursing. Motion carried unanimously.

## EDUCATION AND EXAMINATION MATTERS

### 2014 NCLEX Pass Rate Report

**MOTION:** Maria Joseph moved, seconded by Peter Kallio, that Bryant & Stratton College, Herzing University-Brookfield/Kenosha, Herzing University-Madison, Lakeshore Technical College, Milwaukee School of Engineering, Rasmussen-Wausau, University of Wisconsin Milwaukee, and Wisconsin Indianhead Technical College submit an explanation or analysis of NCLEX pass rates and their plan to meet the NCLEX 1<sup>st</sup> time taker pass rate standard by no later than May 15, 2015. Motion carried unanimously.

**MOTION:** Julie Ellis moved, seconded by Cheryl Streeter, that Rasmussen-Green Bay receive a warning letter for not meeting the NCLEX pass rate standard. The school shall identify factors potentially affecting the low NCLEX pass rates and an institutional plan for assessment and improvement of NCLEX results including outcomes and timeframes, which shall be Board approved by no later than July 1, 2015. The plan shall address administration, faculty, students, curriculum, resources and policies. Motion carried unanimously.

### **SPEAKING ENGAGEMENT(S), TRAVEL, OR PUBLIC RELATIONS REQUEST(S) DISCUSSION AND CONSIDERATION**

#### Status Report from BON Presentation Workgroup

**MOTION:** Luann Skarlupka moved, seconded by Julie Ellis, to authorize Jeffrey Miller and Peter Kallio to represent the Board at Drug Reduction Task Force meetings. Motion carried unanimously.

### **CLOSED SESSION**

**MOTION:** Maria Joseph moved, seconded by Luann Skarlupka, 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.). Jeffrey Miller, Chair, read the language of the motion. The vote of each member was ascertained by voice vote. Roll Call Vote: Paul Abegglen-yes; Julie Ellis-yes; Maria Joseph-yes; Peter Kallio-yes; Sheryl Krause-yes; Jeffrey Miller-yes; Lillian Nolan-yes; Luann Skarlupka-yes; and Cheryl Streeter-yes. Motion carried unanimously.

The Board convened into Closed Session at 10:11 a.m.

## RECONVENE TO OPEN SESSION

**MOTION:** Peter Kallio moved, seconded by Luann Skarlupka, to reconvene into open session. Motion carried unanimously.

The Board reconvened into Open Session at 12:54 p.m.

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

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

## DIVISION OF LEGAL SERVICES AND COMPLIANCE (DLSC) MATTERS

### Proposed Final Decision and Order

#### *Robin J. Staver, RN, Respondent (DHA case SPS-14-0039)(DLSC case 13 NUR 307)*

**MOTION:** Julie Ellis moved, seconded by Paul Abegglen, to adopt the Findings of Fact, Conclusions of Law, and Proposed Decision and Order in the matter of disciplinary proceedings against Robin J. Staver, RN, Respondent (DHA case SPS-14-0039)(DLSC case 13 NUR 307). Motion carried. Recused: Jeffrey Miller

*(Jeffrey Miller recused himself and left the room for deliberation, and voting in the matter concerning Robin J. Staver, RN, Respondent (DHA case SPS-14-0039)(DLSC case 13 NUR 307). Sheryl Krause, Vice Chair, assumed the role of Chair during this topic.)*

### DLSC Attorney Amanda Florek

#### *Proposed Stipulations, Final Decisions and Orders*

**MOTION:** Cheryl Streeter moved, seconded by Maria Joseph, to adopt the Findings of Fact, Conclusions of Law and Order in the matter of disciplinary proceedings against:

1. 13 NUR 254 (R.I.P.)
2. 14 NUR 095 (K.M.H.)
3. 14 NUR 250 (P.M.S.)
4. 14 NUR 464 (C.A.S.)
5. 14 NUR 474 (T.R.F.)
6. 14 NUR 485 (K.E.S.)
7. 14 NUR 569 (C.A.M.)
8. 14 NUR 588 (S.M.B.)
9. 14 NUR 595 (D.J.N.)
10. 14 NUR 610 (K.J.L.)
11. 14 NUR 632 (A.K.H.)
12. 15 NUR 009 (R.J.H.)

Motion carried unanimously.

**Administrative Warnings**

**MOTION:** Peter Kallio moved, seconded by Paul Abegglen, to issue an Administrative Warning in the matter of 14 NUR 287 (A.L.C). Motion carried unanimously.

**DLSC Attorney Kim Kluck**

**Proposed Stipulations, Final Decisions and Orders**

**MOTION:** Paul Abegglen moved, seconded by Maria Joseph, to accept the Findings of Fact, Conclusions of Law and Order in the matter of disciplinary proceedings against:

1. 13 NUR 220 (T.M.B.)
2. 13 NUR 258 (A.G.J.)
3. 13 NUR 303 (S.L.M.)
4. 13 NUR 365 and 14 NUR 098 (L.N.M.)
5. 13 NUR 373 and 13 NUR 397 (K.J.E.)
6. 13 NUR 536 (C.L.B.)
7. 14 NUR 077 (M.L.C.)
8. 14 NUR 127 (M.R.T.)
9. 14 NUR 138 and 14 NUR 380 (L.A.C.)
10. 14 NUR 268 (K.G.B.)
11. 14 NUR 273 (E.J.M.)
12. 14 NUR 534 (A.M.S.)
13. 14 NUR 540 (H.L.A.B.)
14. 14 NUR 565 (M.L.F.)
15. 14 NUR 604 (D.R.P.)
16. 14 NUR 663 (L.A.W.)

Motion carried unanimously.

**Administrative Warnings**

**MOTION:** Luann Skarlupka moved, seconded by Paul Abegglen, to issue Administrative Warnings in the matter of the following cases:

1. 14 NUR 511 (G.M.D.)
2. 14 NUR 601 (S.A.P.)
3. 14 NUR 616 (D.M.S.)
4. 14 NUR 661 (R.M.H.)

Motion carried unanimously.

## Case Closures

**MOTION:** Peter Kallio moved, seconded by Cheryl Streeter, to close the DLSC cases for the reasons outlined below:

1. 14 NUR 396 – Prosecutorial Discretion (P2)
2. 14 NUR 671 – No Violation
3. 13 NUR 323 – Insufficient Evidence
4. 13 NUR 510 – Insufficient Evidence
5. 14 NUR 689 – No Violation
6. 14 NUR 212 – Insufficient Evidence
7. 13 NUR 495 – Insufficient Evidence
8. 13 NUR 630 – No Violation
9. 14 NUR 613 – Prosecutorial Discretion (P3)
10. 14 NUR 552 – No Violation
11. 14 NUR 716 – No Violation
12. 14 NUR 700 – No Violation
13. 14 NUR 327 – Insufficient Evidence
14. 14 NUR 135 (D.H.) – Prosecutorial Discretion (P7)
15. 14 NUR 135 (Unknown) – Insufficient Evidence
16. 14 NUR 560 – Insufficient Evidence
17. 14 NUR 123 – Prosecutorial Discretion (P2)
18. 14 NUR 730 – No Violation
19. 13 NUR 184 – Prosecutorial Discretion (P7)
20. 14 NUR 223 – Insufficient Evidence

Motion carried unanimously.

## Professional Assistance Procedure

### *Review of Adverse Determination (B.M.)*

**MOTION:** Julie Ellis moved, seconded by Luann Skarlupka, to affirm the denial of the PAP application of B.M. Motion carried unanimously.

## Monitoring

### *Kristin Bleichwehl, R.N. – Requesting Full Licensure*

**MOTION:** Peter Kallio moved, seconded by Maria Joseph, to grant the request of Kristin Bleichwehl, R.N. for full licensure. Motion carried unanimously.

### *Samantha Connaughty, R.N. – Requesting Modifications*

**MOTION:** Lillian Nolan moved, seconded by Sheryl Krause, to deny the request of Samantha Connaughty, R.N. for ability to work in agency setting. **Reason for Denial:** Respondent needs to work under the complete terms and conditions of the original Board Order (06/07/12) and the Board will not consider modification requests until she has demonstrated full compliance. Motion carried unanimously.

**Andrea Kempinski, R.N. – Requesting Modifications**

**MOTION:** Cheryl Streeter moved, seconded by Maria Joseph, to grant the request of Andrea Kempinski, R.N. for reduction in the frequency of drug screens to 14 per year plus one annual hair test. Motion carried unanimously.

**Joseph Scallon, R.N. – Requesting Modifications**

**MOTION:** Lillian Nolan moved, seconded by Cheryl Streeter, to deny the request of Joseph Scallon, R.N. for termination of AODA treatment requirements.  
**Reason for Denial:** Failure to comply with Board Order. Respondent needs to work under the complete terms and conditions of the original Board Order (05/09/13) and the Board will not consider modification requests until he has demonstrated full compliance. Motion carried unanimously.

**Andrea Weber, R.N. – Requesting Modifications**

**MOTION:** Paul Abegglen moved, seconded by Cheryl Streeter, to deny the request of Andrea Weber, R.N. for access to controlled substances (ADHD medications).  
**Reason for Denial:** Failure to comply with Board Order. Respondent needs to work under the complete terms and conditions of the original Board Order (01/27/11) and the Board will not consider modification requests until she has demonstrated full compliance. Motion carried unanimously.

**DELIBERATION OF CREDENTIALING MATTERS**

**John Vitrano, LPN Applicant – Conviction Review**

**MOTION:** Sheryl Krause moved, seconded by Peter Kallio, to issue an intent to deny the LPN application of John Vitrano for licensure. **Reason for Intent to Deny:** Denial of full licensure per Wis. Stat. 441.07(1g). Motion carried unanimously.

*(Cheryl Streeter left the meeting at 1:01 p.m.)*

**ADJOURNMENT**

**MOTION:** Paul Abegglen moved, seconded by Luann Skarlupka, to adjourn the meeting. Motion carried.

The meeting adjourned at 1:02 p.m.

**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> 3/2/2015	
		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> 3/12/2015	<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> Bryant and Stratton College Request for Authorization to Plan a Nursing School (PN)	
<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 plan a nursing school (PN) received from Bryant and Stratton College; make recommendations as necessary.			
<b>11) Authorization</b>			
Jill M. Remy		3/2/2015	
Signature of person making this request		Date	
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> 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.			



# Bryant & Stratton College

February 2, 2015

Jeffery Miller, Chairperson  
Wisconsin Board of Nursing  
Department of Safety and Professional Services  
1400 East Washington Avenue  
Post Office Box 8935  
Madison, Wisconsin 53708-8935

Dear Mr. Miller,

Please find enclosed a request for approval by Bryant & Stratton College to plan a Licensed Practical Nurse program. The application, supporting evidence, and the written proposal addressing the five requirements are enclosed. Also included are the agreement for clinical placement of PN students at the Wisconsin Veterans Home at Union Grove as well as email confirmations of interest from two additional clinical sites. We believe there is a need for LPNs in the Milwaukee region and the College is committed to allocating appropriate resources to this program.

We would appreciate the opportunity to discuss this request with the Board of Nursing at the February, 2015 meeting if at all possible. Thank you for your time and consideration.

Sincerely,

Linda Krueger, EdD, RN, MSN  
Dean of Nursing  
Bryant & Stratton College  
10950 W. Potter Rd  
Wauwatosa WI 53226  
414-302-7007 ext. 572  
lmkrueger@Bryantstratton.edu

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# Wisconsin Department of Safety and Professional Services

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## BOARD OF NURSING

### APPLICATION FOR AUTHORIZATION TO PLAN A SCHOOL OF NURSING

Wis. Admin. Code Chapter N 1.03 requires an institution planning to establish and conduct a school of nursing for professional nursing or practical nursing to submit an application including all of the following to the Board:

- (1) Name and address of controlling institution and evidence of accreditation status of controlling institution.
- (2) Statement of intent to establish a school of nursing, including the academic and licensure levels of all programs to be offered and the primary method of instruction.
- (3) Evidence of the availability of sufficient clinical facilities and resources.
- (4) Plans to recruit and employ a qualified educational administrator and qualified faculty.
- (5) Proposed timeline for planning and implementing the school and intended date of entry of the first class.

The Board shall make a decision on the application within two months of receipt of the completed application and will notify the controlling institution of the action taken on the application.

To apply, please submit the following to [dspsexaminationsoffice@wisconsin.gov](mailto:dspsexaminationsoffice@wisconsin.gov):

- (1) This completed and signed application form.
- (2) A written proposal addressing the five items above.

#### Institution applying for authorization to plan a nursing school:

Name of School: Bryant & Stratton College

Address: 10950 West Potter Rd

Wauwatosa WI 53226

Nursing Program(s) (ADN, BSN, Other): Practical Nursing

Linda Krueger  
Name of School Representative Submitting Proposal

Dean of Nursing  
Title

Linda Krueger  
Signature

1-30-2015  
Date

414-302-7007 ext 572  
Telephone Number

lkrueger@bryantstratton.edu  
Email Address

Bryant & Stratton College

Application for Approval to Plan A Licensed Practical Nurse Program

N 1.03- Authorization to Plan a School of Nursing

(a). Name and address of the controlling institution and evidence of the accreditation status of the controlling institution:

Bryant & Stratton College  
10950 W. Potter Rd  
Wauwatosa WI 53226

Regional Accreditation  
Middle States Commission on Higher Education  
Accreditation Reaffirmed 2012  
Next Self-Study Evaluation 2016-2017 (See attached "Middle States College Accreditation")

(b). Statement of intent to establish a school of nursing, including the academic and licensure levels of all programs to be offered and the primary method of instruction:

Bryant & Stratton College intends to offer a practical nursing program. The intent is to prepare graduates to successfully pass the NCLEX-PN and become Licensed Practical Nurses. The primary method of instruction includes face-to-face, web-enhanced, simulation, clinical, and lab. There may be opportunity in the future to offer blended courses. Bryant & Stratton College already offers an approved Associate Degree Nursing Program and an RN to BSN program.

(c). Evidence of availability of sufficient clinical facilities and resources:

Numerous long-term care and skilled nursing facilities exist in the Milwaukee WI region and will be appropriate for clinical placement and learning. Bryant & Stratton College has received acceptance from two clinical agencies to provide clinical facilities for the PN students: Maple Ridge Health & Rehabilitation and Cedar Springs Health & Rehabilitation Center. (See attached "email approval to accept PN clinical students" and the "Extendicare Clinical Contract") Continued recruitment of clinical facilities will occur upon approval to plan the PN program. Long-term care, community agencies, and clinics will be approached by the dean of nursing to support the clinical component and learning of PN students.

In addition, the Veteran's Administration is supporting the College's efforts to obtain clinical affiliation with the VA nursing homes. A contract has been secured with the Wisconsin Veterans Home at Union Grove. (See attached "VA Clinical Contract") The clinical coordinator for the Associate Degree Nursing program will coordinate clinical site placements.

Bryant & Stratton College is committed to providing adequate fiscal and facility resources to meet the needs of a practical nursing program. A new simulation lab is being built and a

large skills lab currently exists at the Wauwatosa campus. A skills lab exists at the Bay Shore campus. Adequate classroom space, library, study areas, computer access, and student support exists at both campuses. Anticipated funds for supplies is set aside for the PN program. These supplies would include items such as supplies for the skills lab, classroom and other learning needs. Capital expenses are anticipated to purchase higher cost, non-disposable items to support student learning. Capital expenses can support the simulation and skills lab learning environment by providing students with current, state of the art equipment, classroom and computer upgrades, and software purchases to support learning. (See attached "New Resources")

(d). Plans to recruit and employ a qualified educational administrator and qualified faculty:

The current educational administrator for the Associate Degree in Nursing program at Bryant & Stratton meets the qualifications and will be retained to be accountable and responsible for the practical nursing program. The Dean of Nursing has adequate support administratively to meet the needs of the practical nursing program. She holds a Wisconsin Registered Nurse license and has earned a doctoral degree in educational leadership with coursework in education and curriculum. She has a Master's Degree in Nursing, and a Bachelor Degree in Nursing. She has worked with practical nursing programs during her tenure in education and administration. Her background includes over 20 years of staff nursing experience, ten years of teaching in a nursing program, and over five years of administrative leadership in a nursing program.

Currently there are 19 full-time nursing faculty in the Milwaukee market ADN program. Each of these instructors are qualified to teach in the PN program. They all have unencumbered WI RN licensure, Master's degrees in Nursing, bachelor degree in Nursing, and adequate nursing experience to meet the qualifications set by the BON to teach in the PN program. Numerous adjunct faculty are currently a part of the RN program nursing faculty team and as such they are also qualified to teach in the PN program. The number of adjunct faculty utilized each semester varies, ranging from 12 to 15. (See attached "Faculty Credentials 2015")

The college is planning to hire additional nursing faculty for the PN program, with 1.5 FTE initially planned. This may increase depending upon student enrollment and faculty load. Bryant & Stratton College uses a formal search process for hiring its faculty. The College's search process involves conducting a local, regional, and, if necessary, national search of available candidates who possess the credentials as defined the College's Policy No. 035 Faculty Credentials and meet the qualifications set for by the Board of Nursing and accreditation bodies. After suitable candidates are identified, interviews and teaching demonstrations are used to choose the faculty for hire. This search process is utilized as the first step in the procedure to ensure qualified faculty for the program. A committee comprised of faculty, program administrators, and the dean of nursing conducts individual and group interviews. Students are often invited to participate in the process and to observe and provide feedback on the teaching presentation.

The college supports the nursing program with adequate liberal arts course offerings and qualified faculty to teach these courses. Additional liberal arts faculty will be recruited as needed to meet the needs of the PN program depending upon enrollment capacity. The process described above is utilized for this recruitment, except that the dean of instruction is involved rather than the dean of nursing, as applicable.

Additional support for the PN program includes two skills lab coordinators, one full-time and one part-time, both of whom are nurses with a minimum of a BSN and one who has earned her MSN as well. A simulation technician is planned to be a part of the nursing team by fall,

2015, and will also play an integral role in the PN program simulation activities.

(e). A proposed timeline for planning and implementing the program and intended date of entry for the first class:

The curriculum will be developed by faculty and the nursing program administrative team. Bryant & Stratton College would like to admit its first class of Practical Nursing students in the Fall, 2015, term.



# Middle States Commission on Higher Education

3624 Market Street, Philadelphia, PA 19104-2680. Tel: 267-284-5000. Fax: 215-662-5501

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NOV 25 2013

November 22, 2013

Dr. Cindy Susienka  
President and Chief Executive Officer  
Bryant & Stratton College  
2410 North Forest Road, Suite 101  
Getzville, NY 14068

Dear Dr. Susienka:

At its session on November 21, 2013, the Middle States Commission on Higher Education acted:

To accept the progress report. The next evaluation visit is scheduled for 2016-2017.

Enclosed for your information is a copy of the Statement of Accreditation Status for your institution. The Statement of Accreditation Status (SAS) provides important basic information about the institution and its affiliation with the Commission, and it is made available to the public in the Directory of Members and Candidates on the Commission's website at [www.msche.org](http://www.msche.org). Accreditation applies to the institution as detailed in the SAS; institutional information is derived from data provided by the institution through annual reporting and from Commission actions. If any of the institutional information is incorrect, please contact the Commission as soon as possible.

Please check to ensure that published references to your institution's accredited status (catalog, other publications, web page) include the full name, address, and telephone number of the accrediting agency. Further guidance is provided in the Commission's policy statement *Advertising, Student Recruitment, and Representation of Accredited Status*. If the action for your institution includes preparation of a progress report, monitoring report or supplemental report, please see our policy statement on *Follow-up Reports and Visits*. Both policies can be obtained from our website.

Please be assured of the continuing interest of the Commission on Higher Education in the well-being of Bryant & Stratton College. If any further clarification is needed regarding the SAS or other items in this letter, please feel free to contact Dr. Christy L. Faison, Vice President.

Sincerely,

A handwritten signature in cursive script that reads "R. Barbara Gitenstein".

R. Barbara Gitenstein, Ph.D.  
Chair



**MIDDLE STATES COMMISSION ON HIGHER EDUCATION**  
3624 Market Street, Philadelphia, PA 19104-2680. Tel: 267-284-5000. Fax: 215-662-5501  
[www.msche.org](http://www.msche.org)

## STATEMENT OF ACCREDITATION STATUS

**BRYANT & STRATTON COLLEGE**  
2410 North Forest Road, Suite 101  
Getzville, NY 14068  
Phone: (716) 250-7500; Fax: (716) 250-7510  
[www.bryantstratton.edu](http://www.bryantstratton.edu)

**Chief Executive Officer:** Dr. Cindy Susienka, President and Chief Executive Officer

### INSTITUTIONAL INFORMATION

**Enrollment (Headcount):** 13727 Undergraduate  
**Control:** Private (For Profit)  
**Affiliation:** n/a  
**Carnegie Classification:** Associate's - Private For-Profit  
**Degrees Offered:** Associate's, Bachelor's;  
**Distance Education Programs:** Yes  
**Accreditors Approved by U.S. Secretary of Education:** National League for Nursing Accrediting Commission

### Instructional Locations

**Branch Campuses:** Albany Campus, Albany, NY; Greece Branch Campus, Rochester, NY; Milwaukee Campus, Glendale, WI; Parma Campus, Parma, OH; Richmond Campus, Richmond, VA; Syracuse Campus, Syracuse, NY; Virginia Beach Campus, Virginia Beach, VA.

**Additional Locations:** Akron Campus, Akron, OH; Bayshore Town Center, Glendale, WI; Buffalo Campus, Buffalo, NY; Cleveland Downtown, Cleveland, OH (ANYA); Eastlake Campus, Eastlake, OH; Getzville Campus, Getzville, NY (ANYA); Hampton Campus, Hampton, VA; Henrietta Campus, Rochester, NY; Milwaukee West Campus, Wauwatosa, WI; Saratoga Campus, Malta, NY (ANYA); Southtowns Campus, Orchard Park, NY; Syracuse North Campus, Liverpool, NY.

**Other Instructional Sites:** None

### ACCREDITATION INFORMATION

**Status:** Member since 2002

**Last Reaffirmed:** November 15, 2012

**Most Recent Commission Action:**

November 21, 2013: To accept the progress report. The next evaluation visit is scheduled for 2016-2017.

**Brief History Since Last Comprehensive Evaluation:**

November 15, 2012: To accept the Periodic Review Report, reaffirm accreditation and commend the institution for the quality of the Periodic Review Report. To request a progress report, due by October 1, 2013, documenting (1) implementation of the enrollment management plan addressing proposed increases in online education and bachelor degree programs at all locations (Standards 2 and 8); and (2) direct evidence that student learning information is used for improvements in teaching and learning (Standard 14). To note that Parthenon Capital did not become a principal owner, owning 50% or more of the shares of Bryant & Stratton College. The next evaluation visit is scheduled for 2016-2017.

January 2, 2013: To acknowledge receipt of the substantive change request and to approve the relocation of the Greece branch campus from 150 Bellwood Drive, Rochester, NY 14606 to 854 Long Pond Road, Rochester, NY 14612. To include the new location provisionally within the scope of the institution's accreditation pending a site visit within six months of commencing operations at the site. The Commission requires written notification within thirty days of the commencement of operations at this site. In the event that operations at this site do not commence within one calendar year from the approval of this action, approval will lapse. To remind the institution that the progress report, due October 1, 2013, should document (1) implementation of the enrollment management plan addressing proposed increases in online education and bachelor degree programs at all locations (Standards 2 and 8); and (2) direct evidence that student learning information is used for improvements in teaching and learning (Standard 14). The next evaluation visit is scheduled for 2016-2017.

March 5, 2013: To acknowledge receipt of the substantive change request and to include the additional location at 3333 South Crater Road, Petersburg, VA 23805 within the scope of the institution's accreditation effective upon receipt of state approval. The Commission requires written notification within thirty days of the commencement of operations at this site. In the event that operations at this site do not commence within one calendar year from the approval of this action, approval will lapse. To remind the institution that the progress report, due October 1, 2013, should document (1) implementation of the enrollment management plan addressing proposed increases in online education and bachelor degree programs at all locations (Standards 2 and 8); and (2) direct evidence that student learning information is used for improvements in teaching

and learning (Standard 14). The next evaluation visit is scheduled for 2016-2017.

June 27, 2013: To note the visit by the Commission's representative and to affirm inclusion of the relocation of the Greece Campus to 854 Long Pond Road, Rochester, NY 14612 within the scope of the institution's accreditation. To remind the institution that the progress report, due October 1, 2013, should document (1) implementation of the enrollment management plan addressing proposed increases in online education and bachelor degree programs at all locations (Standards 2 and 8); and (2) direct evidence that student learning information is used for improvements in teaching and learning (Standard 14). The next evaluation visit is scheduled for 2016-2017.

July 1, 2013: To acknowledge receipt of the substantive change request. To include the additional location at the Saratoga Campus, 2453 State Road, Suite 301, Route 9, Malta, NY 12020 within the scope of the institution's accreditation. The Commission requires written notification within thirty days of the commencement of operations at this additional location. In the event that operations at the additional location do not commence within one calendar year from the approval of this action, approval will lapse. To remind the institution that the progress report, due October 1, 2013, should document (1) implementation of the enrollment management plan addressing proposed increases in online education and bachelor degree programs at all locations (Standards 2 and 8); and (2) direct evidence that student learning information is used for improvements in teaching and learning (Standard 14). The next evaluation visit is scheduled for 2016-2017.

**Next Self-Study Evaluation: 2016 - 2017**

**Next Periodic Review Report: 2022**

**Date Printed: November 22, 2013**

## **DEFINITIONS**

**Branch Campus** - A location of an institution that is geographically apart and independent of the main campus of the institution. The location is independent if the location: offers courses in educational programs leading to a degree, certificate, or other recognized educational credential; has its own faculty and administrative or supervisory organization; and has its own budgetary and hiring authority.

**Additional Location** - A location, other than a branch campus, that is geographically apart from the main campus and at which the institution offers at least 50 percent of an educational program. **ANYA** ("Approved but Not Yet Active") indicates that the location is included within the scope of accreditation but has not yet begun to offer courses. This designation is removed after the Commission receives notification that courses have begun at this location.

**Other Instructional Sites** - A location, other than a branch campus or additional location, at which the institution

offers one or more courses for credit.

**Distance Education Programs** - Yes or No indicates whether or not the institution has been approved to offer one or more degree or certificate/diploma programs for which students could meet 50% or more of their requirements by taking distance education courses.

## EXPLANATION OF COMMISSION ACTIONS

An institution's accreditation continues unless it is explicitly suspended or removed. In addition to reviewing the institution's accreditation status at least every 5 years, actions are taken for substantive changes (such as a new degree or geographic site, or a change of ownership) or when other events occur that require review for continued compliance. Any type of report or visit required by the Commission is reviewed and voted on by the Commission after it is completed.

In increasing order of seriousness, a report by an institution to the Commission may be accepted, acknowledged, or rejected.

### Levels of Actions:

Grant or Re-Affirm Accreditation without follow-up

Defer a decision on initial accreditation: The institution shows promise but the evaluation team has identified issues of concern and recommends that the institution be given a specified time period to address those concerns.

Postpone a decision on (reaffirmation of) accreditation: The Commission has determined that there is insufficient information to substantiate institutional compliance with one or more standards.

Continue accreditation: A delay of up to one year may be granted to ensure a current and accurate representation of the institution or in the event of circumstances beyond the institution's control (natural disaster, U.S. State Department travel warnings, etc.)

Recommendations to be addressed in the next Periodic Review Report: Suggestions for improvement are given, but no follow-up is needed for compliance.

Supplemental Information Report: This is required when a decision is postponed and are intended only to allow the institution to provide further information, not to give the institution time to formulate plans or initiate remedial action.

Progress report: The Commission needs assurance that the institution is carrying out activities that were planned or were being implemented at the time of a report or on-site visit.

Monitoring report: There is a potential for the institution to become non-compliant with MSCHE standards; issues are more complex or more numerous; or issues require a substantive, detailed report. A visit may or may not be required.

Warning: The Commission acts to Warn an institution that its accreditation may be in jeopardy when the institution is not in compliance with one or more Commission standards and a follow-up report, called a monitoring report, is required to demonstrate that the institution has made appropriate improvements to bring itself into compliance. Warning indicates that the Commission believes that, although the institution is out of compliance, the institution has the capacity to make appropriate improvements within a reasonable period of time and the institution has the capacity to sustain itself in the long term.

Probation: The Commission places an institution on Probation when, in the Commission's judgment, the institution is not in compliance with one or more Commission standards and that the non-compliance is sufficiently serious, extensive, or acute that it raises concern about one or more of the following:

1. the adequacy of the education provided by the institution;
2. the institution's capacity to make appropriate improvements in a timely fashion; or
3. the institution's capacity to sustain itself in the long term.

Probation is often, but need not always be, preceded by an action of Warning or Postponement. If the Commission had previously postponed a decision or placed the institution on Warning, the Commission may place the institution on Probation if it determines that the institution has failed to address satisfactorily the Commission's concerns in the prior action of postponement or warning regarding compliance with Commission standards. This action is accompanied by a request for a monitoring report, and a special visit follows. Probation may, but need not always, precede an action of Show Cause.

Suspend accreditation: Accreditation has been Continued for one year and an appropriate evaluation is not possible. This is a procedural action that would result in Removal of Accreditation if accreditation cannot be reaffirmed within the period of suspension.

Show cause why the institution's accreditation should not be removed: The institution is required to present its case for accreditation by means of a substantive report and/or an on-site evaluation. A "Public Disclosure Statement" is issued by the Commission.

Remove accreditation. If the institution appeals this action, its accreditation remains in effect until the appeal is completed.

Other actions are described in the Commission policy, "Range of Commission Actions on Accreditation."

**Linda M. Krueger**

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**From:** Gibbs, Karen R <KGibbs2@extendicare.com>  
**Sent:** Thursday, January 29, 2015 7:47 PM  
**To:** Colleen Tushaus  
**Cc:** Linda M. Krueger; Paula Walker; Tina J. Cordell  
**Subject:** RE: Cedar Springs Bryant & Stratton LPN Clinical Request

I would love to be a clinical site for your LPN students.

Karen Gibbs  
Administrator  
Cedar Springs Health & Rehabilitation Center  
(262) 376-7676 ext 101  
Cell 262-794-1686  
[www.cedarspringskillednursing.com](http://www.cedarspringskillednursing.com)

**EXTENDICARE** . . . *helping people live better*

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**From:** Colleen Tushaus [<mailto:catushaus@bryantstratton.edu>]  
**Sent:** Wednesday, January 28, 2015 4:07 PM  
**To:** Gibbs, Karen R  
**Cc:** Linda M. Krueger; Paula Walker; Tina J. Cordell  
**Subject:** FW: Cedar Springs Bryant & Stratton LPN Clinical Request

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**From:** Colleen Tushaus  
**Sent:** Wednesday, January 28, 2015 4:02 PM  
**To:** [kgibbs2@extendicare.com](mailto:kgibbs2@extendicare.com)  
**Cc:** Linda M. Krueger; [DPresser@extendicare.com](mailto:DPresser@extendicare.com)  
**Subject:** Cedar Springs Bryant & Stratton LPN Clinical Request

Hello Karen,  
Thank you for taking my phone call this afternoon on behalf of Ms. Presser Jones. We appreciate your interest in providing clinical for our potential LPN students. Can you please confirm this in an email. Thank you for your partnership in proving clinical experiences for LPN students!

Sincerely,

**Colleen**

Colleen Tushaus MSN, RN  
Bryant & Stratton Nursing Clinical Placement Coordinator  
10950 West Potter Road, Wauwatosa, WI 53226  
Tel: 414-302-7007 Ext 551

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**From:** Colleen Tushaus  
**Sent:** Wednesday, January 28, 2015 12:14 PM  
**To:** [DPresser@extendicare.com](mailto:DPresser@extendicare.com)  
**Subject:** Cedar Springs Bryant & Stratton LPN Clinical Request

Dear Ms. Presser,

Can your facility confirm that you will accept BSC LPN students for clinical? Thank you for your kind consideration.

Sincerely,

**Colleen**

Colleen Tushaus MSN, RN  
Bryant & Stratton Nursing Clinical Placement Coordinator  
10950 West Potter Road, Wauwatosa, WI 53226  
Tel: 414-302-7007 Ext 551

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**From:** Colleen Tushaus  
**Sent:** Tuesday, January 13, 2015 4:07 PM  
**To:** [DPresser@extendicare.com](mailto:DPresser@extendicare.com)  
**Cc:** Linda M. Krueger  
**Subject:** Bryant & Stratton LPN Clinical Request

Dear Ms. Presser,

On behalf of Bryant & Stratton College Dean of Nursing, Dr. Linda Krueger I am contacting you regarding a request for LPN student clinical placement.

Bryant & Stratton College of Nursing is exploring the possibility of implementing a Licensed Practical Nursing (LPN) Program. In order to begin this exploratory phase of development we need to secure clinical practice sites for LPN students.

Would you agree to having Bryant & Stratton LPN students at your facility for a clinical rotation? Thank you for your kind consideration of this request.

Sincerely,

**Colleen**

Colleen Tushaus MSN, RN  
Bryant & Stratton Nursing Clinical Placement Coordinator  
10950 West Potter Road, Wauwatosa, WI 53226  
Tel: 414-302-7007 Ext 551

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If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or action taken in reliance on the contents of these documents is strictly prohibited by federal law. If you have received this information in error, please notify the sender immediately and arrange for the return or destruction of these documents.

**Linda M. Krueger**

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**From:** Colleen Tushaus  
**Sent:** Wednesday, January 28, 2015 12:01 PM  
**To:** bmallon@extendicare.com  
**Cc:** Linda M. Krueger  
**Subject:** Bryant & Stratton LPN Clinical Request  
**Attachments:** fm1004 BON Clinical Facility Selection and Simulated Setting Experiences Form.pdf

Hi Ben,

Thank you for confirming with Dean Krueger that BSC LPN students can be placed in your facility for clinical rotations. We appreciate this clinical partnership for these LPN students!

In order to provide complete documentation to the Wisconsin Board of Nursing we need to have the following information on file. (I have attached the actual form for your review). Could you please fill out the information below for our records with an attached LPN position description.

**Extendicare Maple Ridge IDENTIFYING DATA**

- A. Name of facility: **Maple Ridge Health & Rehabilitation**  
Address: **2730 W RAMSEY AVE MILWAUKEE, WI 53221**  
Telephone: 414-282-2600
- B. Type of facility: \_\_\_\_\_
- C. Number of beds at facility: \_\_\_\_\_
- D. Types of patients: \_\_\_\_\_
- E. Administrator of facility: \_\_\_\_\_
- F. Director of nursing service: \_\_\_\_\_
- G. School(s) of nursing utilizing the facility: \_\_\_\_\_

Please let me know if you have any questions about this information. Thank you for your assistance with these necessary forms.

Sincerely,

**Colleen**

Colleen Tushaus MSN, RN  
Bryant & Stratton Nursing Clinical Placement Coordinator  
10950 West Potter Road, Wauwatosa, WI 53226  
Tel: 414-302-7007 Ext 551

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**From:** Colleen Tushaus  
**Sent:** Tuesday, January 13, 2015 4:06 PM  
**To:** [bmallon@extendicare.com](mailto:bmallon@extendicare.com)  
**Cc:** Linda M. Krueger  
**Subject:** Bryant & Stratton LPN Clinical Request

Dear Mr. Mallon,  
On behalf of Bryant & Stratton College Dean of Nursing, Dr. Linda Krueger I am contacting you regarding a request for LPN student clinical placement.

Bryant & Stratton College of Nursing is exploring the possibility of implementing a Licensed Practical Nursing (LPN) Program. In order to begin this exploratory phase of development we need to secure clinical practice sites for LPN students.

Would you agree to having Bryant & Stratton LPN students at your facility for a clinical rotation? Thank you for your kind consideration of this request.

Sincerely,

**Colleen**

Colleen Tushaus MSN, RN  
Bryant & Stratton Nursing Clinical Placement Coordinator  
10950 West Potter Road, Wauwatosa, WI 53226  
Tel: 414-302-7007 Ext 551

## CLINICAL AFFILIATION AGREEMENT

THIS AGREEMENT is made effective as of the 14th day of March, 2012, by and between Extendicare Health Services, Inc. on behalf of its subsidiaries and affiliates listed on Exhibit A ("Facility") and Bryant and Stratton College ("School").

WHEREAS, School desires to secure clinical educational instruction and opportunities including clinical educational internships, learning, and practice (the "Program") for students enrolled at School; and

WHEREAS, the Facility maintains facilities that are appropriate to provide desired experience for students of School.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. Clinical Program. Facility and School shall mutually agree on the Program to be provided to students, which shall be designed to meet mutually determined objectives for this clinical experience. Facility hereby grants to School the right to provide such Program on its premises.

2. Student Performance. School hereby represents to Facility that each student selected for participation in the Program has been adequately prepared to meet the Program objectives. School shall provide appropriate orientation to students and faculty regarding the Facility's policies and procedures, as well as all applicable federal, state and local laws. Such orientation shall include, without limitation, training regarding the requirements of the Health Insurance Portability and Accountability Act of 1996 related to the privacy of protected health information, 45 C.F.R. §§160 and 164 ("HIPAA Privacy Rule"). Facility shall provide School with a HIPAA Privacy Rule training video upon request. Facility shall permit clinical training of students of the School only at such times as are scheduled at the mutual agreement of Facility and School, and shall permit only that number of students that it deems appropriate to participate in such training in the Facility. Facility and School shall mutually determine the procedures and criteria for evaluating the performance of each student participant. Facility reserves the right to require the immediate removal of any student from the Program whose performance is inadequate.

Facility requires that each student abide by the rules and regulations of Facility, including those rules governing patient confidentiality, and each student must adhere to such rules and regulations while on Facility's premises or under the supervision of Facility staff. In addition, each student shall adhere to all applicable state and federal laws, rules and regulations. In the event that a student does not adhere to the foregoing, or in the event that a student's actions may adversely affect resident care, the operation of the Program or Facility, or the well-being of residents, visitors, or Facility staff, Facility reserves the right to require the immediate removal of any such student.

3. Supervision of Students. Each student shall be supervised by an employee of the Facility. Students are prohibited from being present in the Facility unless they are in the immediate presence of (i.e., the same room) and being supervised by an employee of Facility or a School faculty member.

4. Insurance. School shall require or maintain in full force and effect the following insurance policies written on an incurred loss basis: (a) Comprehensive general liability insurance for property and bodily injury with \$1,000,000 combined single limits, including blanket contractual coverage; (b) Worker's compensation insurance, with statutory limits of liability; and (c) Professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. The comprehensive general and professional

liability insurance required hereunder shall include coverage for each student participating in the Program. School shall require that all insurance companies issuing policies hereunder certify to Facility that such policies have been issued and are in force and will remain not materially changed, canceled or annulled except upon thirty (30) days' prior written notice to Facility.

5. Indemnification. School shall indemnify, defend, and hold harmless Facility and Facility's shareholders, officers, employees, and agents from and against any and all claims, demands, actions, or causes of action arising out of or in any manner connected with any injury or damages caused to any extent by any act or failure to act by any student or faculty member of School, or any injury or damage sustained by a student or faculty member, or connected with any other injury or damages related in any manner to the Agreement. This provision shall survive termination of the Agreement.

6. Employment Status. For the purposes of this Agreement, and in the performance of any duties hereunder, School's students and faculty members shall not be employees of Facility, and shall not be afforded compensation, social security, unemployment benefits, workers' compensation insurance coverage or other benefits provided to Facility employees.

While in the Facility, Students (a) will have the status of trainees, (b) are not to replace Facility staff, and (c) are not to render resident care and/or service except as identified for educational value and delineated in the Program. All contacts between students and Facility patients shall be supervised by a Facility employee or a School faculty member assigned to such student.

The parties hereto are independent contractors and the Agreement is not intended to and shall not be construed to create any employer-employee, principal-agent, partnership or joint venture relationship.

7. Standards of Service. All services provided by students and/or faculty members shall be provided in the following manner:

- A. In a professional, ethical and competent manner and in accordance with all applicable law, rules, ordinances and regulations, including without limitation 42 C.F.R. Part 483.
- B. Without regard to the race, color, creed, sex, age, disability status, national origin or payor status of any individual requiring services. Students and faculty members shall comply with all applicable laws prohibiting discrimination.
- C. Faculty members shall be licensed, registered or certified as required by law.

8. Term and Termination. This Agreement shall be for an initial term of one (1) year commencing on the effective date as first set forth above and, unless terminated as provided herein, will renew automatically for successive one (1) year periods. Either party may terminate this Agreement at any time upon thirty (30) days' advance written notice to the other party; provided, however, that the students enrolled in the present Program be given the opportunity to complete the course, in accordance with the terms and conditions of the Agreement.

9. Entire Agreement. This Agreement represents the entire agreement between the parties and supersedes any and all prior agreements. All prior negotiations have been merged into this Agreement and there are no understandings, representations, or agreements oral or written, express or implied other than those set forth herein. The terms of this Agreement may not be changed, modified or amended except by a writing signed by each party hereto.

10. Notices. Notices required to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class, addressed as follows:

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives effective as of the date first above written.

**FACILITY:**  
Extendicare Health Services, Inc.

By: *David B. Pearce*  
Title: David B. Pearce, VP  
Date: 3/19/12

**SCHOOL:**  
Bryant and Stratton College

By: *Mike Pavone*  
Title: State Director  
Date: 3/14/12

To School:

Bryant & Stratton College  
16950 West Potter Road  
Wauwatosa, WI 53226  
Attn: Mr. Pete Pavone

To Facility:

At those locations listed on Exhibit A  
Attn: Administrator

With a Copy to:

Extencicare Health Services, Inc.  
111 West Michigan Street  
Milwaukee, WI 53203-2903  
Attn: Legal Department

11. **Assignment.** School shall not assign the Agreement without the prior written consent of Facility, which consent may be withheld in Facility's sole discretion.

12. **Equipment.** Facility shall not be required to install any additional equipment and/or facilities or to deviate from its customary manner of business to comply with any requirements School may have with respect to its courses.

13. **Compliance.** Performance under the Agreement shall be: (a) in accordance with all applicable federal, state, and local laws, rules, ordinances, and regulations; and (b) consistent with the policies and procedures of Facility. School shall comply with all applicable federal, state and local laws, rules, ordinances, and regulations.

14. **Headings.** The headings contained in this Agreement are for the convenience of the parties only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

15. **Student Acknowledgment.** School shall obtain the signature of each student on a copy of the attached Student Acknowledgment form, the terms of which are incorporated herein by reference, and shall deliver to Facility a fully executed original form for each student prior to commencement of the clinical experience.

16. **Elder Justice Act.** By signing this Agreement, School acknowledges receipt of the Notice for Covered Individuals of Reporting Obligations under the Elder Justice Act as set forth in Exhibit B, which is incorporated herein by reference.

*Signature page follows.*

**STUDENT ACKNOWLEDGMENT**

I desire to receive clinical training at \_\_\_\_\_ (the "Facility") and I acknowledge the following:

1. I am a student of Bryant and Stratton (the "School") and will receive clinical training in the Facility 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 the Facility.
3. Any and all resident information created or maintained in any form or media that is accessed and/or utilized during the clinical experience 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 the Facility, prior to the commencement of my training in the Facility, 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 the Facility. The Facility 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 the Facility's nursing home, I will have the status of a student, and I am not to replace the staff of the Facility. I will not render resident care and/or services except as expressly directed by Facility.
7. The Facility is not obligated, now or at any time in the future, to hire me as an employee.
8. The Facility may revoke my right to receive training in the Facility if, in Facility'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 (c) I fail to fully comply with each of the statements in this Acknowledgment.
9. I agree to obtain and maintain in full force and effect professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate and to require that all insurance companies issuing policies hereunder certify to Facility that such policies have been issued and are in force and will remain not materially changed, canceled or annulled except upon thirty (30) days' prior written notice to Facility.

Dated as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

**EXHIBIT A  
FACILITIES**

<b>OPERATOR</b>	<b>DBA NAME</b>	<b>ADDRESS</b>	<b>CITY</b>	<b>ST</b>	<b>ZIP</b>
Extencicare Homes, Inc.	All About Life Rehabilitation Center	115 East Arndt	Fond du Lac	WI	54935
Extencicare Homes, Inc.	American Heritage Care Center	425 Davis Street	Hammond	WI	54015
Beloit Care, LLC	Beloit Health & Rehab. Center	1905 West Hart Road	Beloit	WI	53511
Extencicare Homes, Inc.	Cedar Springs Health & Rehab. Center	N27 W5707 Lincoln Blvd.	Cedarburg	WI	53012
Extencicare Homes, Inc.	Cornell Area Care Center	320 North 7 <sup>th</sup> Street	Cornell	WI	54732
Extencicare Homes, Inc.	Crystal River Nursing & Rehab. Center	1401 Churchill Street	Waupaca	WI	54981-0439
Extencicare Homes, Inc.	Heritage Nursing & Rehabilitation Center	1119 North Wisconsin St.	Port Washington	WI	53074
Extencicare Homes, Inc.	Hospitality Nursing & Rehab. Center	8633 32 <sup>nd</sup> Avenue	Kenosha	WI	53142
EHF Lake Country SNF OP, LLC	Lake Country Health and Rehabilitation Center	2195 N. Summit Village Way	Oconomowoc	WI	53066
Extencicare Health Facilities, Inc.	Maple Ridge Health & Rehabilitation Center	2730 West Ramsey Avenue	Milwaukee	WI	53221
Extencicare Health Facilities, Inc.	Mayville Nursing & Rehab. Center	305 South Clark	Mayville	WI	53050
Extencicare Homes, Inc.	Meadow View Manor Nursing Home	3613 South 13 <sup>th</sup> Street	Sheboygan	WI	53081
Extencicare Homes, Inc.	Menomonee Falls Health Care Center	N84 W17049 Menomonee Ave.	Menomonee Falls	WI	53051
Extencicare Health Facilities, Inc.	Mercy Residential & Rehab. Center	2727 West Mitchell St.	Milwaukee	WI	53215
Extencicare Health Facilities, Inc.	Monroe Manor Nursing & Rehab. Center	516 26 <sup>th</sup> Avenue	Monroe	WI	53566
Extencicare Homes, Inc.	Morningside Health Center	3431 North 13 <sup>th</sup> Street	Sheboygan	WI	53083
Extencicare Homes, Inc.	Oakwood Villa	2512 New Pine Drive	Altoona	WI	54720
Arbors at Toledo, Inc.	River's Bend Health & Rehab. Center	960 South Rapids Road	Manitowoc	WI	54220
Extencicare Homes, Inc.	Sheboygan Progressive Care Center	1902 Mead Avenue	Sheboygan	WI	53081
EHF Sunrise OP, LLC	Sunrise Care Center	3540 South 43 <sup>rd</sup> Street	Milwaukee	WI	53220
EHF Wausau SNF OP, LLC	Wausau Manor	3107 Westhill Drive	Wausau	WI	54401
Extencicare Homes, Inc.	Weyauwega Health Care Center	717 East Alfred	Weyauwega	WI	54983-0440
Extencicare Homes, Inc.	Willowbrook Nursing & Rehab. Center	901 Mulberry	Lake Mills	WI	53551
Extencicare Homes, Inc.	Willowrest Care Center	3821 South Chicago Ave.	Milwaukee	WI	53172
Extencicare Health Facilities, Inc.	Willowdale Nursing & Rehab. Center	1610 Hoover Street	New Holstein	WI	53061
Extencicare Homes, Inc.	Willowfield Nursing & Rehab. Center	905 East Geneva Street	Delavan	WI	53115
Extencicare Health Facilities, Inc.	The Willows Nursing & Rehab. Center	41 Rickel Road	Sun Prairie	WI	53590

**EXHIBIT B**  
**NOTICE OF COVERED INDIVIDUALS' REPORTING OBLIGATIONS**  
**UNDER THE ELDER JUSTICE ACT**

As a result of the Elder Justice Act ("EJA"), the Centers for Medicare & Medicaid Services ("CMS") requires that we notify you annually of reporting obligations with regard to the reasonable suspicion of a crime against an elderly individual. We have determined that you are a "covered individual" because of your relationship with Extencicare Health Services, Inc. ("EHSI") and/or one of its affiliates or subsidiaries ("Center") and therefore subject to the EJA reporting requirement.

The following information is provided to you as an overview of the Elder Justice Act.

**Summary of Important Information**

- You have reporting obligations under the EJA if you have formed a reasonable suspicion that a crime has occurred against a resident.
- You must notify appropriate Center administration of any suspicion of a crime.
- EHSI may not prohibit you from making a report, nor may there be any form of retaliation for making a good faith report.

**WHAT DOES THE LAW SAY AND REQUIRE OF YOU?**

**DEFINITIONS:**

- **Covered Individual** – Means each individual who is an owner, operator, employee, manager, agent or contractor of a long-term care facility that received at least \$10,000 in Federal funds during the preceding year.
- **Crime** – Means conduct which is prohibited by state law or the laws of the applicable political subdivision where the facility is located.
- **Exploitation** – Means fraudulent or otherwise illegal, unauthorized, or improper act or process of an individual, including a caregiver or fiduciary, that uses the resources of an elder for monetary or personal benefit, profit, or gain, or that results in depriving an elder of rightful access to, or use, of benefits, resources, belongings, or assets.
- **Serious Bodily Injury** – Means an injury involving extreme physical pain; substantial risk of death; protracted loss or impairment; criminal sexual abuse; or requiring medical intervention such as surgery, hospitalization or physical rehabilitation.

**REPORTING REQUIREMENTS:**

- Each covered individual shall report to the State Survey Agency (SA) and one or more local law enforcement entity any reasonable suspicion of a crime (including exploitation or serious bodily injury as defined above) against any individual who is a resident of, or is receiving care from this Center.
- Multiple individuals may file a single report that includes information about the suspected crime from each person. EHSI has developed a procedure to facilitate multiple individuals reporting the same suspected crime and has developed a form for this purpose. (See your Supervisor or Company/Center contact for reporting information).

### **TIMELY REPORTING**

- **Serious Bodily Injury** – If the event results in a serious bodily injury the report must be made **immediately, but no later than 2 hours** after forming the suspicion; and
- **All Others - Within 24 hours** – If the event did not result in serious bodily injury, the report must be made **not later than 24 hours** after forming the suspicion.

### **PENALTY FOR A VIOLATION BY COVERED INDIVIDUAL**

- If a report is not made as required, the covered individual may be subject to civil money penalty of not more than \$200,000; and may be excluded from participation in any Federal health program.
- If a report is not made as required, and the lack of reporting increased the harm, the individual may be subject to a civil money penalty of not more than \$300,000; and may be excluded from participation in any Federal health care program.

**Additional information regarding the EJA is posted in each Center. Questions regarding the requirements of the EJA should be referred to the EHSI Legal Department at 1-800-395-5000 ext. 8221. If you have reason to believe any resident has been the subject of mistreatment, please follow Extendicare's protocol for reporting such incidents.**

**AGREEMENT BETWEEN  
BRYANT AND STRATTON COLLEGE  
AND  
STATE OF WISCONSIN  
DEPARTMENT OF VETERANS AFFAIRS**

This Clinical Affiliation Agreement (the "Agreement") is entered into this 8<sup>th</sup> day of January, 2015 between **BRYANT AND STRATTON** (herein referred to as the COLLEGE) and **STATE OF WISCONSIN DEPARTMENT OF VETERANS AFFAIRS** on behalf of the **WISCONSIN VETERANS HOME AT UNION GROVE** (herein referred to as the PLACEMENT SITE), and is established for the purpose of providing supervised clinical education experiences for the students enrolled in the Licensed Practical Nursing Program (hereinafter referred to as PROGRAM). Both the COLLEGE and the PLACEMENT SITE acknowledge that this cooperative Agreement is needed for completeness of the COLLEGE'S academic curriculum and will help to foster the mission of the PLACEMENT SITE by stimulating those staff members involved in student clinical education and supervision. The Standard Terms and Conditions for State Contracts are attached as Attachment A and is incorporated herein by specific reference. Where the terms of this Agreement are either not authorized under Wisconsin law as it applies to contracts with state agencies or are otherwise in conflict with Exhibit A, the terms and conditions within Attachment A shall govern.

**A. JOINT RESPONSIBILITIES:**

1. The arrangement for the clinical affiliation will be cooperatively planned by the appropriate representatives and staff of the PLACEMENT SITE and the COLLEGE faculty and staff. Illustrative of the foregoing, specific and mutually agreed upon information regarding the number of students to be assigned, the dates of the assignment, and specific experience to be provided (including the proposed clinical areas and patient service facilities to be used by the student and the type and extent of patient care which the student shall render) shall be planned jointly and agreed upon by the COLLEGE and the PLACEMENT SITE.
2. The number of students assigned to participate in the PROGRAM shall be mutually agreed upon by the parties but, in no event, will said number exceed the number of students which can be accommodated by the PLACEMENT SITE with adequate supervision by PLACEMENT SITE staff or employees. PLACEMENT SITE has final authority to determine the number and scheduling of participants in the PROGRAM. PLACEMENT SITE shall have the right not to accept students or to terminate the clinical experience of individual students at any time during the Term of this Agreement, as provided for herein.
3. Periodic meetings will be held to review and evaluate the clinical experience of the PROGRAM, and to attempt to resolve specific problems which may interfere with the achievement of the objectives of the clinical experience of the PROGRAM.
4. If problems arise involving the affiliating student(s), they shall be resolved jointly by the PLACEMENT SITE, the COLLEGE and the student provided; however, that pending such resolution the PLACEMENT SITE may at any time restrict

student activities if it deems such restrictions to be necessary for patient welfare, or if a student should breach the rules or regulations of the PLACEMENT SITE.

5. The COLLEGE will arrange the education schedule and student assignment in cooperation with the PLACEMENT SITE.
6. The selection, placement and advancement of students, staff and faculty will not be determined by race, creed, color, sex, age, religion, national origin, sexual preference, disability, physical condition or marital status, or any other unlawful factor.
7. Neither the COLLEGE nor the PLACEMENT SITE shall be compensated by the other as a result of this affiliation unless agreed to in writing in advance by the parties.
8. In the performance of all work, duties and obligations, COLLEGE and PLACEMENT SITE are at all times independent contractors, and not in a joint venture or agents of the other. Neither party nor their respective faculty, staff, employees, students or agents shall be or claim to be the faculty, staff, employee, student or agent of the other.
9. The parties agree that each party is and shall be solely responsible for any claim or damage resulting from its own negligent acts or omissions. This Agreement shall not be construed to require any party to indemnify any other party from its negligent acts or omissions.

**B. COLLEGE RESPONSIBILITIES:**

1. The COLLEGE will assign students to participate in the PROGRAM and will have total responsibility for academically preparing the students in theoretical knowledge, basic skills, professional ethics, attitude, and behavior. The COLLEGE agrees to comply with all applicable patient information privacy regulations set forth in the Health Insurance Portability and Accountability Act, and to comply with State law as to the disclosure and disposal processes of confidential medical information.
2. The COLLEGE will appoint a representative as a coordinator of clinical education to act as a liaison between the PLACEMENT SITE, the COLLEGE and the student in such matters as assignments and coordination of clinical rotations and administrative operations. The name and contact information for said representative will be provided in writing to PLACEMENT SITE prior to the start of every clinical education experience.
3. The COLLEGE will provide the PLACEMENT SITE with forms, protocol and guidelines for evaluation of student clinical experience and performance, and with its policy regarding student absences during clinical assignments.
4. The students, COLLEGE employed faculty and the COLLEGE are (and at all times during the terms of this Agreement will remain) included as named insured or additional insured under the insurance program (which may include self insurance) of the COLLEGE, providing general liability coverage and

professional liability coverage in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 annual aggregate limit for liability arising out of negligence by the students during their designated assignment at the PLACEMENT SITE. A Certificate of Insurance evidencing such coverage shall be furnished to the PLACEMENT SITE prior to commencement of the clinical educational program. COLLEGE will promptly provide written notice of any changes or termination of coverage to the PLACEMENT SITE.

5. The COLLEGE agrees to withdraw any student from assignment to the PLACEMENT SITE following consultation among all parties involved in the action; provided, however, that the PLACEMENT SITE may refuse access to its clinical areas or otherwise restrict activities of any student when such restrictions are deemed necessary or desirable for patient welfare, or for any student who does not meet the PLACEMENT SITE'S standards for safety, health or ethical behavior, or for any student who does not observe all rules, regulations, policies and procedures of the PLACEMENT SITE.
6. **Background Checks:** The COLLEGE shall conduct a caregiver background check in accordance with Section 50.065, Wisconsin Statutes (Criminal history and patient abuse record search) and Chapter DHS 12, Wisconsin Administrative Code (Caregiver Background Checks) for students and faculty who have or are expected to have regular, direct contact with PLACEMENT SITE's patients. COLLEGE shall maintain completed Background Information Disclosure (BID) forms for those students and faculty, as well as the information that results from the caregiver background checks. COLLEGE agrees to notify PLACEMENT SITE of any information contained in a BID form or in a caregiver background check results about a student or faculty member that could bar that student or faculty member from regular, direct contact with PLACEMENT SITE's patients. At PLACEMENT SITE's request and with the consent of the student or faculty member, COLLEGE shall arrange to provide PLACEMENT SITE with a copy of completed BID form for each student or faculty members scheduled for program participation at PLACEMENT SITE.
7. **Immunizations:** COLLEGE will require students and, if applicable, any of its employed faculty to provide standard immunization documentation for the following; mumps, rubeloa (measles), rubella (German measles), tetanus, diptheria, titer (for rubeloa, mumps, varicella (chickenpox), Heaptitis B surface antigen, Hepatitis B surface antibody); influenza flu, swine flu; and the tuberculosis 2-step PPD skin test prior to their admission to the clinical educational program.

C. PLACEMENT SITE RESPONSIBILITIES:

1. The Wisconsin Veterans Homes at Union Grove (WVH-UG), as a unit within an agency of the State of Wisconsin, provides liability coverage consistent with the Wisconsin Statutes. Although the liability coverage provided by the State of Wisconsin is self-funded, unlimited, and continuous, it is subject to the damage cap in Section 893.82(6), Wisconsin Statutes. Such liability coverage includes, but is not limited to claims, demands, losses, costs, damages and expenses of every kind and description (including death), or damage to persons or property

arising out of Program activities at the PLACEMENT SITE and founded upon, or growing out of, the acts or omissions of any of the employees or agent of the WVH-UG while acting within the scope of their employment or agency where protection is afforded by sections 893.82 and 895.46(1) of the Wisconsin Statutes.

2. The PLACEMENT SITE agrees to provide to students access to its clinical facilities as appropriate for the operation of the Program. In addition, the PLACEMENT SITE agrees to provide to students access to available educational and instructional materials in its library and provide sufficient conference/meeting room space for conducting didactic programs, lectures, conferences, etc. in conjunction with the PROGRAM and appropriate to the number of assigned students.
3. Students will have the status as trainees, are not to replace PLACEMENT SITE staff, and are not to render patient care and/or service except as such are identified for educational value as part of the jointly planned PROGRAM, all under the supervision of a professional practitioner who is a member of the staff of the PLACEMENT SITE. Consistent with the foregoing, students who are engaged in direct patient care activities are not to do so without the authorization of the professional practitioner. Students will be identified as such to all patients and will not participate in patient care if the patient objects to such participation. It is understood that the PROGRAM will not interfere with the primary mission of the care and treatment of the patient, which shall at all times remain the responsibility of the PLACEMENT SITE.
4. PLACEMENT SITE will refer students to outpatient treatment in case of accident or illness. Refer to D2 for health insurance coverage. The COLLEGE will endeavor to assure that medical insurance coverage for students is in effect during their period of assignment, but it is understood that students are financially responsible for their own medical insurance and for any medical care they receive at the PLACEMENT SITE.
5. The PLACEMENT SITE will provide each student with a clinical instructor to whom he/she is responsible during the clinical education period. The duties of the clinical instructor (which may be delegated to appropriate individuals) shall include but shall not be limited to:
  - (a) demonstrating a concern for the personal and educational development of the student;
  - (b) providing a planned program for the affiliation, established in cooperation with the student's need and interests;
  - (c) evaluating the student's performance during the affiliation;  
and
  - (d) meeting with appropriate COLLEGE faculty and staff to discuss the student's progress.

6. The PLACEMENT SITE may request withdrawal of a student from the PLACEMENT SITE following consultation with appropriate COLLEGE personnel and the student involved in the action, but notwithstanding the foregoing may always exercise its rights under A3 and/or B5 above.
7. All records kept by the PLACEMENT SITE relating to a student's performance during the affiliation period shall be made available to the parties hereto and to the student, and not to other persons, as required by the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §1212(g).
8. The PLACEMENT SITE will, on reasonable request, permit the inspection of its clinical facilities, services available for clinical experiences, and other relevant items pertaining to the clinical learning experiences, by representatives of the COLLEGE and/or third party agencies charged with responsibility for approval of facilities or accreditation of curriculum.
9. The PLACEMENT SITE will, at commencement of a student's placement, provide the student with an orientation as to the PLACEMENT SITE'S rules, regulations and policies, as well as the standards and practices relevant to the clinical placement as the PLACEMENT SITE deems necessary.

D. STUDENT RESPONSIBILITIES:

1. The STUDENT will follow all policies, procedures, rules and regulations established by the United States, the State of Wisconsin and PLACEMENT SITE during his/her clinical affiliation in that PLACEMENT SITE, including those governing the confidentiality, privacy and security of protected health information under HIPAA.
2. The STUDENT will provide his/her own health insurance coverage for the period of the clinical education experience.

E. TERM/TERMINATION:

1. The Initial Term of this Agreement shall commence on signing of this document and run for a period of one (1) year with four (4) Renewal Terms of one (1) year each unless revised by further written agreement .
2. Either party may terminate this Agreement at the end of the Initial Term or any Renewal Term, with or without cause, by giving written notice to the other party, at least ninety (90) days prior to the expiration of the current Term (the "Notice Date"); provided, however, that the Term of this Agreement will be extended to a mutually agreed upon termination date to permit the completion of the PROGRAM, if such PROGRAM will not be completed prior to the expiration of the Initial Term or any Renewal Term.

F. GENERAL:

1. CONFIDENTIALITY OF AGREEMENT. Both signatories recognize that this Agreement is a public record and is subject to Wisconsin's Public Record Laws and that therefore the PLACEMENT FACILITY shall respond to any requests for production of this document as required by the aforementioned law.
2. COUNTERPART SIGNATURE. This Agreement may be executed in one or more counter-parts (facsimile transmission or otherwise), each of which counterparts shall be deemed an original Agreement and all of which shall constitute but one Agreement.
3. THE ENTIRE AGREEMENT: This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof and contains all the agreements among the parties with respect to the subject matter and supersedes and replaces all prior agreements with respect to the subject matter hereof, both oral and written. There are no other arrangements, understandings, restrictions, representations, or warranties between the parties hereto regarding the subject matter hereof.
4. ASSIGNMENT OF CONTRACT. Neither party to this Agreement shall assign, subcontract, or transfer any of its rights or obligations under this Agreement to a third party without the prior written consent of the other party.
5. WRITTEN AMENDMENTS/WAIVERS. No revision or amendment to this Agreement shall be valid unless such revision or amendment is in writing and executed by all parties hereto.
6. NON-WAIVER OF RIGHTS. The failure by any party to enforce at any time any of the provisions of this Agreement, or any rights with respect thereto, or to exercise any election herein provided, shall in no way affect the validity of this Agreement. The exercise by any party of any rights or elections under the terms or conditions of this Agreement shall not preclude or prejudice any party from exercising the same or any other it may have under this Agreement, regardless of any previous action or proceeding taken by the parties.
7. HEADINGS NOT BINDING. The headings used in this Agreement have been prepared for the convenience of the reference only and shall not control, affect the meaning, or be taken as an interpretation of any provisions of this Agreement.
8. SURVIVAL CLAUSE. It is mutually agreed upon that any duty, obligation or liability of either party assumed by this Agreement or any subsequent extensions or revisions thereto shall continue until such time as the duty, obligation or liability ceases to exist.
9. GOVERNING LAW. This Agreement shall be governed in all respects by, and be construed in accordance with, the laws of the State of Wisconsin.
10. NON-EXCLUSIVITY. Each party shall have the right to enter into similar agreements with other parties.

11. NOTICE. All notices, demands or other writings to be given, made or sent under this Agreement, or which may be so given or made or sent by either party hereto to the other, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered and postage prepaid, and addressed to the respective parties as set forth below.

**COLLEGE**

Name: BRYANT AND STRATTON COLLEGE  
Attn: Linda Krueger Dean of Nursing  
Address: 10950 W. Potter Road  
Wauwatosa WI 53226

**PLACEMENT SITE**

Name: WISCONSIN DEPARTMENT OF VETERANS AFFAIRS  
Attn: James A. Parker, Chief Financial Officer  
Address: 201 West Washington Street  
Madison, WI 53707-7843

Listed below are any specific requirements not included at A-D above which the parties agree are part of this Agreement (if none, insert "none"): **NONE**

SIGNATURES TO FOLLOW:

BRYANT AND STRATTON COLLEGE

By: Linda Krueger  
Name: Linda Krueger  
Title: Dean of Nursing  
Date: 1-8-2015

STATE OF WISCONSIN DEPARTMENT OF VETERANS AFFAIRS

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTACHMENT A: MANDATORY TERMS FOR WISCONSIN AGENCY CONTRACTS

Preamble: To the extent permitted by the laws and constitution of the State of Wisconsin, the Department will adhere to all of the terms of the original agreement and the Administrator's terms within this amendment; however, to the extent the terms of the original agreement and the COLLEGE's terms are in conflict and are not resolved informally, the terms following this preamble shall govern.

ARTICLE 1. RECORDS

Parties acknowledge that all records created under this agreement, including this agreement, are subject to the Wisconsin Open Records laws (See Wis. Stat. §§ 19.31-19.39) as well as the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, the Balanced Budget Act of 1997, Pub. L. No. 105-33, or the Office of Inspector General Special Advisory Bulletin 99-25427, 9/29/99, or other applicable medical privacy laws.

COLLEGE agrees to retain original bills, receipts, check stubs, etc. for transactions concerned with this Agreement for a period of three (3) years after the rendering of such services, unless an audit is in progress, wherein the records shall be kept until the successful completion of the audit. COLLEGE further agrees that the Department or its designated agent will have access during reasonable business hours to, and the right to examine, audit, transcribe, and copy on COLLEGE's premises any directly pertinent records and computing media of COLLEGE involving transactions relating to this Agreement.

If the materials are on computing media, COLLEGE will provide copies of the media of such computer printouts as may be required by the Department. Any charges for copies provided by COLLEGE of books, documents, papers, records, computing media or computer printouts; or travel within the state guidelines of out of state auditors representing COLLEGE, shall not exceed the actual cost thereof to COLLEGE and shall be reimbursed to COLLEGE by the Department.

ARTICLE 2. CONFLICT OF INTEREST

Private and nonprofit corporations are bound by ss. 180.0831, 180.1911(1) and 181.225, Wis. Stats., regarding conflicts of interest by directors in the conduct of state contract.

ARTICLE 3. INSURANCE RESPONSIBILITY

The State of Wisconsin is self-insuring. As a Wisconsin state agency, the Wisconsin Department of Veterans Affairs does not therefore maintain general liability insurance, nor can agree to indemnify and hold harmless any individual entity. Instead, the department relies on the Wisconsin Department of Justice and the Wisconsin Department of Administration Bureau of Risk Management.

Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said party under this Agreement. In the event that a claim is made against both parties, it is the intent of both parties to cooperate in the defense of said claim and to cause their insurers to do likewise. Both parties shall, however, retain the right to take any and all actions they believe necessary to protect their own interests.

COLLEGE, in performing services for the Department, shall provide to the Department's Purchasing Office an insurance certificate indicating this coverage, counter-signed by an insurer licensed to do business in Wisconsin, covering the period of this Agreement. The insurance certificate is required to be presented prior to the issuance of the purchase order or commencement of the Agreement.

ARTICLE 4. RELATIONSHIP OF THE PARTIES

- A. COLLEGE shall perform its services hereunder as an independent contractor, and nothing contained in this Agreement shall be construed so as to create an employer/employee relationship between the parties.
- B. COLLEGE shall maintain exclusive control over personnel and salary policies relative to its employees. All salaries, health insurance, retirement benefits, car expenses, worker's compensation, or disability benefits relative to such personnel shall be paid by COLLEGE.

ARTICLE 5. APPLICABLE LAW

This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax.

## ARTICLE 6. NONDISCRIMINATION

In connection with the under this contract, the COLLEGE agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

## ARTICLE 7. DISCLOSURE

If a state public official (s. 19.42, Wis. Stats.), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls a ten percent (10%) interest, is a party to this agreement, and if this agreement involves payment of more than three thousand dollars (\$3,000) within a twelve (12) month period, this contract is voidable by the state unless appropriate disclosure is made according to s. 19.45(6), Wis. Stats., before signing the contract. Disclosure must be made to the State of Wisconsin Ethics Board, 44 East Mifflin Street, Suite 601, Madison, Wisconsin 53703 (Telephone 608-266-8123). State classified and former employees and certain University of Wisconsin faculty/staff are subject to separate disclosure requirements, s. 16.417, Wis. Stats.

## ARTICLE 8. PROMOTIONAL ADVERTISING

Reference to or use of the State of Wisconsin, any of its departments, agencies or other subunits, or any state official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the State of Wisconsin. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

## ARTICLE 9. HOLD HARMLESS

The COLLEGE will indemnify and save harmless the State of Wisconsin and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the COLLEGE, or of any of its contractors, in prosecuting work under this agreement.

## ARTICLE 10. DISPUTE RESOLUTION

The Agreement shall be governed under the laws of the State of Wisconsin. The COLLEGE shall at all times comply with and observe all federal and state laws, local laws, ordinances, regulations and the work rules of the Department which are in effect during the Period of Performance of this Agreement and which in any manner affect the work or its conduct, including, without limitation, those set forth in and pertaining to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any revisions/amendments thereto. The COLLEGE agrees that any dispute commenced by COLLEGE for matters arising out of this Agreement will have venue in a Circuit Court in Dane County, Wisconsin, with all previous provisions related to dispute resolution and arbitration null and void. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats., and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

## ARTICLE 11. CHANGES IN REGULATIONS

Both parties agree that various governmental regulations may affect the provision of services under this Agreement and may make compliance impossible. In the event that such changes make it unreasonable for either party to continue under this Agreement, and both parties to the Agreement agree that continuance of the Agreement is not for the mutual benefit of both parties, either party may, at its option, cancel this contract upon thirty (30) days written notice to the other party.

## Article 12. MISCELLANEOUS

- (a) HIPAA/Patient/Member Healthcare Records. COLLEGE will at all times comply with the Health Insurance Portability and Accountability Act ("HIPAA") privacy standards. COLLEGE agrees to use patient information only as needed for treatment, billing and healthcare operations and will comply with any and all HIPAA guidelines and training provided by Facility with regard to HIPAA. COLLEGE shall execute the Facility's Business Associate Agreement (BAA) which is attached hereto as ATTACHMENT B, and incorporated herein by specific reference. This Agreement shall not go into full force and effect until such time as the BAA is fully executed. The COLLEGE acknowledges that member and patient health information is protected under Wisconsin law (e.g., Wis. Stat. §§ 146.82, 51.30 and 252.15), Title 38 of the U.S. Code, The Elder Justice Act and the Health Insurance Portability and Accountability Act ("HIPAA") and its accompanying regulations. The COLLEGE agrees to provide Students and the COLLEGE with guidance with respect to

compliance with these statutes and regulations. Failure of any student to comply with these regulations is grounds for immediate termination of the student and COLLEGE agrees to assist in any reporting responsibility for non-compliance in accordance with the applicable laws.

- (b) Professional Responsibility. COLLEGE shall immediately notify the Facility whenever any caregiver under the control of COLLEGE, has been charged with or has been convicted of any crime, or has been or is being investigated by any governmental agency for any act or offense that may act as a bar or restriction from being a caregiver.
  
- (c) Background Check. Responsibility for the background investigative disclosure process, pursuant to the Wisconsin Caregiver Background Check Law and 38 CFR 51.90, shall be adhered to by both parties. Within 30 days of the execution of this Agreement, COLLEGE shall provide Facility with documentation memorializing its compliance with this Provision. All Students who are assigned to the Program shall have had a background check performed under the direction of the COLLEGE in accordance with the applicable Wisconsin Caregiver Background Check Laws. The background check shall include obtaining, as applicable, information from the Department of Justice, the Department of Safety and Professional Services, the Department of Health 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 COLLEGE to determine if the individual is barred from performing duties within the Program. Prior to placement of the Student, the COLLEGE will notify the Wisconsin Department of Veterans Affairs, Office of Legal Counsel, 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. The Clinical Program may refuse placement of any Student which could put members, employees' and/or visitors at risk. The COLLEGE hereby agrees to notify the Wisconsin Department of Veterans Affairs, Office of Legal Counsel when the COLLEGE becomes aware that any Student on site at any Department facilities is charged with or convicted of any crime or is investigated by any governmental agency. The COLLEGE understands, acknowledges and agrees that the Student has an ongoing duty to report to the COLLEGE should there be any change from the initial background check.

## ATTACHMENT B: BUSINESS ASSOCIATE AGREEMENT<sup>1</sup>

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 20\_\_\_ ("Effective Date"), by and between the Wisconsin Department of Veterans Affairs ("Covered Entity"), and COLLEGE (hereinafter referred to as "Business Associate").

### RECITALS

- A. Covered Entity and Business Associate entered into an agreement (the "Underlying Agreement") pursuant to which Business Associate agrees to perform certain services on behalf of Covered Entity.
- B. In performing services on behalf of the Covered Entity, it is anticipated that Business Associate will create, access, receive, maintain or transmit Covered Entity's Protected Health Information (defined below).
- C. The parties wish to enter into this Agreement to set forth their understanding with regard to Business Associate's Use and Disclosure of Protected Health Information (defined below) in accordance with the business associate agreement requirements of the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 ("HITECH"), and all applicable implementing regulations, including, without limitation, the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule"), Notification in the Case of Breach of Unsecured Protected Health Information ("Breach Notification Rule"), and the Security Standards for the Protection of Electronic Protected Health Information (the "Security Rule") found at Title 45, Parts 160 and 164 of the Code of Federal Regulations, dealing with the security, confidentiality, integrity and availability of protected health or health-related information, as well as breach notifications (all such laws and regulations shall be collectively referred to herein as "HIPAA").

### AGREEMENTS

In consideration of the Recitals and the mutual agreements which follow, Covered Entity and Business Associate agree as follows:

1. Definitions. Capitalized terms used in this Agreement, but not otherwise defined, shall have the same meaning as those terms in the Privacy Rule or the Security Rule.
  - (a) Breach means the acquisition, access, Use, or Disclosure of Protected Health Information (PHI) or ePHI as defined in 1(c) in a manner not permitted under the Privacy Rule which compromises the security or privacy of the PHI or ePHI. PHI and ePHI are presumed to be compromised unless Covered Entity or Business Associate, as applicable, documents that there is a low probability that the PHI or ePHI have been compromised based on a risk assessment of at least the following factors:
    - (i) The nature and extent of the PHI or ePHI involved, including the types of identifiers and the likelihood of re-identification;
    - (ii) The unauthorized person who used the PHI or ePHI or to the Disclosure was made;
    - (iii) Whether the PHI or ePHI was actually acquired or viewed; and
    - (iv) The extent to which the risk to the PHI or ePHI have been mitigated.<sup>2</sup>

<sup>1</sup> This Business Associate Agreement ("BAA") is Copyright © by the HIPAA Collaborative of Wisconsin ("HIPAA COW"). It may be freely redistributed in its entirety provided that this copyright notice is not removed. When information from this document is used, HIPAA COW shall be referenced as a resource. It may not be sold for profit or used in commercial documents without the written permission of the copyright holder.

<sup>2</sup> 45 CFR §164.402.

Breach excludes:

- (i) Any unintentional acquisition, access or Use of PHI or ePHI by a workforce member or person acting under the authority of a Covered Entity or Business Associate if such acquisition, access, or Use was made in good faith and within the scope of authority and does not result in further Use or Disclosure in a manner not permitted under the Privacy Rule.
  - (ii) Any inadvertent Disclosure by a person who is authorized to access PHI or ePHI at a Covered Entity or Business Associate to another person authorized to access PHI or ePHI at the same Covered Entity or Business Associate, or organized health care arrangement in which the Covered Entity participates, and the information received as a result of such Disclosure is not further used or disclosed in a manner not permitted under the Privacy Rule.
  - (iii) A Disclosure of PHI or ePHI where a Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the Disclosure was made would not reasonably have been able to retain such information.<sup>3</sup>
- (b) Protected Health Information or "PHI"<sup>4</sup> means that Individually identifiable health information (including ePHI as defined below in 1(c)) of the Covered Entity that is created, used, disclosed, maintained, or received by the Business Associate, including demographic information, that identifies an Individual, or provides a reasonable basis to believe the information can be used to identify an Individual, and relates to:
- (i) Past, present or future physical or mental health or condition of an Individual
  - (ii) The provision of health care to an Individual
  - (iii) The past, present, or future payment for the provision of health care to an Individual excluding:
    - [a] Regarding a person who has been deceased for more than 50 years;
    - [b] Employment records held by Covered Entity in its role as employer;
    - [c] Education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g and student records described at 20 U.S.C. 1232g(a)(4)(B)(iv).
- (c) Electronic Protected Health Information or "ePHI" means that PHI of Covered Entity which is transmitted by Electronic Media (as defined in the HIPAA Privacy and Security Rule) or maintained in Electronic Media.
- (d) Individual means the person who is the subject of PHI, and shall include a person who qualifies under the Privacy Rule as a personal representative of the Individual.
- (e) Unsecured Protected Health Information means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Pub. L. 111-5 on the HHS website.<sup>5</sup>

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<sup>3</sup> 45 CFR §164.402.

<sup>4</sup> 45 CFR § 160.103.

<sup>5</sup> See HHS Guidance website:

<http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/brguidance.html>.

2. Responsibilities of Business Associate.

- (a) Prohibition on Unauthorized Use or Disclosure of PHI or ePHI. Business Associate shall not use or disclose any PHI or ePHI received from or on behalf of Covered Entity except as permitted or required by the Agreement or this Agreement, as Required by Law, or as otherwise authorized in writing by Covered Entity.
- (b) Minimum Necessary. Business Associate shall not request, use or disclose more than the minimum amount of PHI or ePHI necessary to accomplish the purpose of the Use, Disclosure, or request.
- (c) Use and Disclosure of PHI or ePHI. Except as described in Section 4, Business Associate may access, transmit, maintain, retain, modify, record, store, destroy or otherwise hold, use or disclose PHI or ePHI only for the following purposes(s):
  - (i) The Disclosure is Required by Law; or
  - (ii) Business Associate obtains reasonable assurances, evidenced by written contract, from any person or organization to which Business Associate shall disclose such PHI or ePHI that such person or organization shall:
    - [a] hold such PHI or ePHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization, or as Required by Law; and
    - [b] notify Business Associate, who shall in turn promptly notify Covered Entity, of any occurrence which the person or organization becomes aware of in which there was a privacy or security incident and/or the confidentiality of such PHI or ePHI was breached.
- (d) Use of PHI or ePHI for Business Associate's Operations. Business Associate may use and/or disclose PHI or ePHI it creates for, or receives from, Covered Entity to the extent necessary for Business Associate's proper management and administration, or to carry out Business Associate's legal responsibilities, only if:
  - (i) The Disclosure is Required by Law; or
  - (ii) Business Associate obtains reasonable assurances, evidenced by written contract, from any person or organization to which Business Associate shall disclose such PHI or ePHI that such person or organization shall:
    - [a] hold such PHI or ePHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization, or as Required by Law; and
    - [b] notify Business Associate, who shall in turn promptly notify Covered Entity, of any occurrence which the person or organization becomes aware of in which there was a privacy or security incident and/or the confidentiality of such PHI or ePHI was breached.
- (e) De-identification of PHI or ePHI.
  - (i) Creation and Use of De-identified Data. To the extent that Business Associate receives PHI or ePHI and in the event Business Associate wishes to de-identify PHI or ePHI, it must first submit its proposed plan for accomplishing the conversion to Covered Entity for Covered Entity's approval, which shall not be unreasonably withheld provided such conversion meets the requirements of 45 CFR § 164.514. Business Associate may use de-identified PHI or ePHI only as directed or otherwise agreed to by Covered Entity.
  - (ii) Re-identification Prohibited. Unless otherwise agreed upon by the parties, in the event that Covered Entity provides Business Associate with de-identified PHI or ePHI, Business Associate shall not be given access to, nor shall Business Associate attempt to develop on its own, any keys or codes that can be used to re-identify the data.
- (f) Safeguarding of PHI.
  - (i) To the extent that Business Associate receives PHI or ePHI, Business Associate shall use appropriate safeguards and comply with Subpart C of 45 CFR Part 164, Security Standards for the protection of Electronic Protected Health Information, with respect to ePHI, to prevent access, use, or disclosure of ePHI other than as provided for by this Agreement.
  - (ii) To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under the Privacy Rule, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s). This includes using appropriate safeguards to prevent inappropriate and/or unauthorized access, use, or disclosure of PHI or ePHI.

- (iii) Business Associate shall review and modify its privacy and security safeguarding measures as needed to continue providing reasonable and appropriate protection of PHI or ePHI.
  - (iv) Business Associate shall maintain documentation of privacy and security safeguarding measures as required by HIPAA.<sup>6</sup>
  - (v) Business Associate shall cooperate in good faith in response to any reasonable requests from Covered Entity to discuss, review, inspect, or audit Business Associate's safeguards.
- (g) Subcontractors.<sup>7</sup> If at any time PHI or ePHI received from, or created or received by Business Associate on behalf of Covered Entity, is provided or made available by Business Associate to any of its Subcontractors, then Business Associate shall require each such Subcontractor to agree in writing to the same restrictions and conditions on the Use or Disclosure of PHI or ePHI as are imposed on Business Associate by this Agreement and applicable law, including the HIPAA Privacy and Security Rules. Business Associate shall ensure that all such Subcontractors that create, receive, maintain, or transmit PHI or ePHI will implement reasonable and appropriate safeguards to protect such PHI or ePHI.
- (h) Access to PHI or ePHI. At the direction of Covered Entity or an Individual, Business Associate agrees to provide access to any PHI or ePHI held by Business Associate, which Covered Entity has determined to be part of Covered Entity's Designated Record Set, in the time and manner designated by Covered Entity. Further, Business Associate shall grant Individuals access to an electronic copy of PHI or ePHI maintained electronically in that Individual's Designated Record Set in accordance with 45 CFR § 164.524(c). Business Associate also shall provide or transmit the copy of PHI or ePHI to a third party if directed in writing to do so by the Individual or Covered Entity. This access will be provided to the Individual, Covered Entity or, as directed by Covered Entity, to an Individual, in order to meet the requirements under the Privacy Rule.
- (i) Reports of Nonpermitted Uses or Disclosures, Security Incidents or Breaches.
- (i) Reports of Nonpermitted Use or Disclosure. Business Associate agrees to promptly report to Covered Entity any Use or Disclosure of the PHI or ePHI not provided for by this Agreement and cooperate with Covered Entity in its investigation of such event.
  - (ii) Reports of Security Incidents. For purposes of this Section, "Security Incident" shall have the same meaning as "Security Incident" in 45 CFR § 164.304. Business Associate agrees to promptly notify Covered Entity of any Security Incident involving PHI or ePHI of which it becomes aware and cooperate with Covered Entity in the investigation. Business Associate will report attempted but unsuccessful Security Incidents that do not result in any unauthorized access, Use, Disclosure, modification or destruction of PHI or ePHI, or interference with an information system at Covered Entity's request, at least annually even in the absence of the Covered Entity's request.
  - (iii) Reports Related to Potential Breach of Unsecured PHI or ePHI.
    - [a] Following the discovery of a Breach of Unsecured PHI or ePHI, Business Associate shall notify Covered Entity of the Breach. Such notification shall be made without unreasonable delay after discovering the Breach, but no later than sixty (60) calendar days after its discovery.
    - [b] Business Associate's notice shall include, to the extent possible, the identification of each Individual whose Unsecured PHI or ePHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used, or disclosed during or as a result of the Breach. Business Associate shall also provide Covered Entity with at least the following information: a description of the Breach, including the date of

<sup>6</sup> 45 CFR § 164.306(e).

<sup>7</sup> 45 CFR § 164.308(b)(2), 45 CFR § 164.314(a)(2)(i)(B), 45 CFR § 164.502(a)(5); ARRA/HITECH Title XIII Subtitle D, Section 13404(a)(b).

Breach and the date of discovery of the Breach, if known; a description of the types of Unsecured PHI or ePHI involved in the Breach; any steps Individuals should take to protect themselves from potential harm resulting from the Breach; a brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches; and any other information requested by Covered Entity related to the Breach. Business Associate shall promptly supplement such notice with additional information as it becomes available, even if such information becomes available after Individuals have been notified of the Breach.<sup>8</sup>

- [c] Business Associate agrees to cooperate with Covered Entity in the investigation of a Breach of Unsecured PHI or ePHI and to cooperate with and participate in, to the extent requested by Covered Entity, the notification of Individuals, the media, and the Secretary of any Breach of Unsecured PHI or ePHI.
- [d] In the event that: (i) a Breach of Unsecured PHI or ePHI occurs because of the action or inaction of Business Associate, its employees, agents, representatives, or Subcontractors; or (ii) a Breach occurs involving Unsecured PHI or ePHI in Business Associate's possession, or PHI or ePHI created, maintained, transmitted, or received by Business Associate or its employees, agents, representatives, or Subcontractors, Business Associate agrees that Covered Entity may, in its sole discretion, require Business Associate to provide such notification as may be required of Covered Entity by 45 CFR §§ 164.404, 164.406, and 164.408. Covered Entity shall have the right to review, direct, and approve or reject the contents or manner of such notification.
- (j) Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI or ePHI by Business Associate in violation of the requirements of this Agreement.
- (k) Tracking and Accounting of Disclosures. So that Covered Entity may meet its accounting obligations under the Privacy Rule, Business Associate agrees to document such disclosures of PHI or ePHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI or ePHI in accordance with 45 CFR § 164.528. For each Disclosure of PHI or ePHI that Business Associate makes to Covered Entity or to a third party that is subject to Disclosure under 45 CFR § 164.528, Business Associate will record (i) the Disclosure date, (ii) the name and (if known) address of the person or entity to whom Business Associate made the Disclosure, (iii) a brief description of the PHI or ePHI disclosed, and (iv) a brief statement of the purpose of the Disclosure. For repetitive disclosures which Business Associate makes to the same person or entity, including the Covered Entity, for a single purpose, Business Associate may provide (i) the Disclosure information for the first of these repetitive disclosures, (ii) the frequency, duration or number of these repetitive disclosures, and (iii) the date of the last of these repetitive disclosures. Business Associate will make this log of Disclosure information available to the Covered Entity within five (5) business days of the Covered Entity's request. Business Associate must retain the Disclosure information for the six-year period preceding Covered Entity's request for the Disclosure information.
- (l) Audit. For purposes of determining Business Associate's or Covered Entity's compliance with HIPAA, upon request of Covered Entity or the Secretary of Health and Human Services, Business Associate shall: (i) make its HIPAA policies and procedures, related documentation, records maintained, and any other relevant internal practices and books relating to the Use and Disclosure of PHI or ePHI, available to the Secretary of Health and Human Services or to Covered Entity and (ii) provide reasonable access to Business Associate's facilities, equipment, hardware and software used for the maintenance or processing of PHI or ePHI. Business Associate shall promptly notify Covered Entity of communications with the Secretary regarding PHI or ePHI and shall provide Covered Entity with copies of any information Business Associate has made available to the Secretary under this Section 2 of the Agreement.

<sup>8</sup> ARRA/HITECH Title XIII Subtitle D, Section 13402(b); 45 CFR § 164.410; 45 CFR § 164.504(e)(2)(ii)(C); 45 CFR § 164.314(a)(2)(i)(C).

- (m) Response to Subpoena. In the event Business Associate receives a subpoena or similar notice or request from any judicial, administrative or other party which would require the production of PHI or ePHI received from, or created for, Covered Entity, Business Associate shall promptly forward a copy of such subpoena, notice or request to Covered Entity to afford Covered Entity the opportunity to timely respond to the demand for its PHI or ePHI as Covered Entity determines appropriate according to its state and federal obligations.

### 3. Covered Entity's Obligations.

- (a) Notice of Privacy Practices. Covered Entity shall notify Business Associate of any limitation in its Notice of Privacy Practices; to the extent such limitation affects Business Associate's permitted Uses or Disclosures.
- (b) Individual Permission. Covered Entity shall notify Business Associate of changes in, or revocation of, permission by an Individual to Use or disclose PHI or ePHI, to the extent such changes affect Business Associate's permitted Uses or Disclosures.
- (c) Restrictions. Covered Entity shall notify Business Associate of any restriction in the Use or Disclosure of PHI or ePHI to which Covered Entity has agreed, to the extent such restriction affects Business Associate's permitted Uses or Disclosures.
- (d) Requests. Covered Entity shall not request Business Associate to Use or disclose PHI or ePHI in any manner that would not be permissible under the Privacy Rule if used or disclosed by the Covered Entity.

### 4. Term and Termination; Effect of Termination.

- (a) Term. This Agreement shall take effect upon the Effective Date and shall remain in effect until all PHI or ePHI is returned to Covered Entity or destroyed in accordance with the terms of this Agreement.
- (b) Termination. If either party reasonably determines in good faith that the other party has materially breached any of its obligations under this Agreement, the nonbreaching party shall have the right to:
  - (i) Exercise any of its rights to reports, access and inspection under this Agreement;
  - (ii) Require the breaching party to submit to a plan of monitoring and reporting, as the nonbreaching party may determine necessary to maintain compliance with this Agreement;
  - (iii) Provide the breaching party with a 30 day period to cure the breach; and/or
  - (iv) Terminate this Agreement immediately.
- (c) Before exercising any of these options, nonbreaching party Entity shall provide written notice to breaching party describing the violation and the action it intends to take.
- (d) Effect of Termination; Return or Destruction of PHI or ePHI. To the extent that Business Associate receives PHI, it will, upon termination, cancellation, expiration, or other conclusion of the Agreement, Business Associate shall, and shall ensure its Subcontractors that possess PHI or ePHI or data derived from PHI or ePHI ("Related Data") chose and fulfill one of the following options with respect to such PHI and Related Data:
  - (i) Return PHI, and any Related Data, to Covered Entity in whatever form or medium that Business Associate received from or created on behalf of Covered Entity. In such case, no copies of such PHI and Related Data shall be retained. PHI and Related Data shall be returned as promptly as possible, but not more than thirty (30) days after the effective date of the conclusion of this Agreement or the underlying Agreement. Within such thirty (30) day period, Business Associate shall certify on oath in writing to Covered Entity that such return has been completed.

- (ii) Destroy the PHI, and any Related Data, using technology or a methodology that renders the PHI, or Related Data, unusable, unreadable, or undecipherable to unauthorized individuals as specified by HHS in its guidance at <http://www.hhs.gov/ocr/privacy/hipaa/administrative/breachnotificationrule/brguidance.html>. Acceptable methods for destroying PHI or Related Data include: (A) paper, film, or other hard copy media shredded or destroyed in order that PHI or Related Data cannot be read or reconstructed; and (B) electronic media cleared, purged or destroyed consistent with the standards of the National Institute of Standards and Technology (NIST). Redaction as a method of destruction of PHI or Related Data is specifically excluded.
- (iii) If Business Associate believes that the return or destruction of PHI or Related Data is not feasible, Business Associate shall provide written notification of the conditions that make return or destruction infeasible. If the Covered Entity agrees that return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to PHI and Related Data received from or created on behalf of Covered Entity, and limit further uses and disclosures of such PHI and Related Data, for so long as Business Associate maintains the PHI. If the Covered Entity does not agree that destruction is infeasible, the Business Associate must either return or destroy the PHI.

5. Miscellaneous.

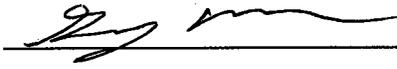
- (a) Automatic Amendment. Upon the effective date of any amendment to HIPAA, the Privacy Rule or the Security Rule promulgated by HHS with regard to PHI or ePHI or any other federal or Wisconsin law or regulation impacting the subject matter of this agreement, this Agreement shall automatically amend so that the obligations imposed on Business Associate remain in compliance with such regulations.
- (b) Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with HIPAA.
- (c) Independent Contractor Status. The parties agree that in performing the Services and satisfying the obligations of this Agreement, Business Associate shall at all times be an independent contractor for Covered Entity and nothing in this Agreement shall be construed as creating an agency, employment, joint venture, partnership or other relationship. Covered Entity shall neither have nor exercise any control or direction over Business Associate. Business Associate shall avoid taking any action or making any representation or warranty whatsoever with respect to its relationship with Covered Entity which is inconsistent with its independent contractor status.
- (d) Conflicts. Any provision of the Attached Agreement that is directly contradictory to one or more terms of this Agreement ("Contradictory Term") shall be superseded by the terms of this Agreement only to the extent of the contradiction, as necessary for the parties' compliance with HIPAA and to the extent that it is reasonably impossible to comply with both the Contradictory Term and the terms of this Agreement.
- (e) Integration. This Agreement contains the entire understanding between the parties hereto relating to the subject matter herein and shall supersede any other oral or written agreements, discussions and understandings of every kind and nature, including any provision in any services agreement.
- (f) Waiver. No delay or failure of either party to exercise any right or remedy available hereunder, at law or in equity, shall act as a waiver of such right or remedy, and any waiver shall not waive any subsequent right, obligation, or default.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed in its name and on its behalf.

WISCONSIN VETERANS HOME

BUSINESS ASSOCIATE

\_\_\_\_\_

  
\_\_\_\_\_

By: John A. Scocos

By: Greg Brandner

Title: Secretary

Title: Campus Director

Date: \_\_

Date: 1-7-2015

### New Resources

**New** resources that will be engaged specifically as a result of the new PN program (e.g., a new faculty position or additional library resources). New resources for a given year are carried over to the following year(s), with adjustments for inflation, if they represent a continuing cost.

New Expenditures	Year 1 2015 (Anticipated Fall start)	Year 2 2016	Year 3 2017
Personnel	75,000	310,000	400,000
Library	5000	10,000	10,000
Equipment	10,000	50,000	10,000
Laboratories-see supplies and capital expenditures below			
Supplies & Expenses (Other Than Personal Service)	2500	10,000	15,000
Capital Expenditures	0	100,000	25,000
Other (Specify: _Technology_____ )	25,000	25,000	25,000
<b>Total all</b>	<b>117,500</b>	<b>505,000</b>	<b>485,000</b>

Faculty Credentials, Teaching Assignments, and Other Areas of Responsibility										
Faculty Name	FT/PT	Date of Initial Appointment	Rank	Bachelor Degree(s)	Awarding Institution	Graduate Degrees w/Area of Specialization	Awarding Institution	Area of Clinical Expertise/Certification	Academic Teaching (T) and Other Areas of Responsibility	
									T	O
<b>DEAN OF NURSING</b>										
Linda Krueger	FT	May 2014	Dean of Nursing	BSN	University of Wisconsin Eau Claire	MSN  EdD - Education	UW-Eau Claire  Edgewood College	Family Health Nursing and Nursing Education  Educational Leadership		
<b>PROGRAM ADMINISTRATOR - NURSING</b>										
Gayle Russell	FT	November 2012	Program Admin. Nursing	BSN	U of Maine at Portland Gorham	MS (Nursing) Community Health, Nursing Education  PhD - Nursing	U of Southern Maine  Barry University, Miami Shores, FL	Community Health		
<b>PROGRAM ADMINISTRATOR-NURSING</b>										
Hope Fox	FT	September 2012	Program Admin Nursing	BSN	Towson State University	MSN- Acute Care Nurse Practitioner  Executive MS of Business	Vanderbilt University  UW-Milwaukee	Medical/ Surgical Nursing  APNP		
<b>CLINICAL COORDINATOR</b>										
Colleen Tushaus	FT	August 2011	Clinical Coordinator	BSN	UW-Eau Claire	MSN-Nursing Education	Cardinal Stritch University	Nursing Staff Development	None	
<b>FULL TIME NURSING FACULTY</b>										
Sally Balkevich	FT	September 2011	Faculty Member	Diploma BSN	Methodist SON Concordia University, WI	MSN – Nursing Education	Concordia University	FNP with Education Emphasis Community Health, Pediatrics, Medical/Surgical	RN to BSN	
Tina Cordell	FT	January 2014	Faculty Member	BSN	Alverno College Milwaukee, WI	MSN	Alverno College	Hospice Med/Surg		

Faculty Credentials, Teaching Assignments, and Other Areas of Responsibility										
Faculty Name	FT/PT	Date of Initial Appointment	Rank	Bachelor Degree(s)	Awarding Institution	Graduate Degrees w/Area of Specialization	Awarding Institution	Area of Clinical Expertise/Certification	Academic Teaching (T) and Other Areas of Responsibility	
									T	O
Linda Cottreau	FT	9/7/2013	Faculty Member	BSN	University of WI-Oshkosh	MSN	Marquette University	Med/Surg, Critical Care, Cardiovascular, Neurology, Neurosurgery, Emergency, Leadership, Quality, Safety, Bioethics/ Legal Issues, Professional Practice		
Ann Daniel	FT	September 2007	Faculty Member	ADN BSN BBA BS, Health Science	NE Wisconsin Tech Institute Marian College College of St. Francis	MSN-Nursing Education DNP coursework-	Marian College Capella University	Medical/Surgical  OR (CNOR)		
Christine Dzioba	FT	June 2014	Faculty Member	BSN	UW-Milwaukee	MSN	UW-Madison	Women's Health Nursing Education		
Janine Eagon	FT	September 2009	Faculty Member	BSN	Texas Women's University	MSN Women's Health	Texas Women's University	Maternal-Neonatal Nursing		
Timothy P. Gough	FT	01/06/13	Faculty Member	BSN	St. Xavier University, Chicago, Ill.	MSN ER, Management Disaster Prepared	Olivet Nazarene U Bourbonnais, Ill.	Medical Surgical Emergency/ Trauma Disaster Nursing		
Lori Horst	FT	2010	Faculty Member	BSN	Marquette Milwaukee, WI	MS (Nursing)	Marquette Milwaukee WI	Geriatric Nursing		
Trudie Johnson	FT	January 2014	Faculty Member	BSN	Marquette University	MSN	Walden University	Pediatric Nursing		

Faculty Credentials, Teaching Assignments, and Other Areas of Responsibility										
Faculty Name	FT/PT	Date of Initial Appointment	Rank	Bachelor Degree(s)	Awarding Institution	Graduate Degrees w/Area of Specialization	Awarding Institution	Area of Clinical Expertise/Certification	Academic Teaching (T) and Other Areas of Responsibility	
									T	O
Susan Kartanos	FT	September 2011	Faculty Member	Diploma  BSN	Columbia College of Nursing  Duquesne Univ. (Nursing and Psychology)	MSN – Nursing Education	University of Phoenix	Psychiatric – Mental Health Nursing; Gerontology		
Deborah Koehn	FT	September 2012 (PT-May 2011)	Faculty Member	ADN  BSN	Cardinal Stritch University  University of Phoenix	MSN	University of Phoenix	Medical Surgical Nursing  Oncology		
Rachele Mead	FT	September 2012	Faculty Member	BSN	University of Wisconsin-Eau Claire	MSN- Nursing Leadership and Education	Regis University	Medical/ Surgical Nursing Long-Term Care		
Regina Mosby	FT	June 2009	Faculty Member	BSN	Villanova University	MSN – Leadership and Management	Walden University	Women’s Health/OB		
Mari Pinzl	FT	May 2011	Faculty Member	ADN  BSN	MATC  Alverno College Milwaukee WI	MS Community Health Nursing MS Post Graduate: Geriatric NP	UW-Milwaukee  Marquette University	GNP Gerontology/ Geriatrics, Adult Primary Care, Holistic Nursing, Stress Management Educator, Aromatherapist		
Thiel, Sue	PT	January 2008	Adjunct Faculty Member	BSN	Alverno	MSN	Cardinal Stritch University Milwaukee, WI	OB/Pediatrics		
Paula Walker	FT	May 2010	Faculty Member	ADN  BA-Business Management	WCTC  Northeast Illinois University	MSN – Nursing Education	Cardinal Stritch University Milwaukee, WI	Pediatrics		

Faculty Credentials, Teaching Assignments, and Other Areas of Responsibility										
Faculty Name	FT/PT	Date of Initial Appointment	Rank	Bachelor Degree(s)	Awarding Institution	Graduate Degrees w/Area of Specialization	Awarding Institution	Area of Clinical Expertise/Certification	Academic Teaching (T) and Other Areas of Responsibility	
									T	O
				BSN	Cardinal Stritch University Milwaukee, WI					
Sandra Wysocki	FT	September 2012	Faculty Member	BSN	Bethel College Mishawaka, IN	MSN	Bethel College/ University of Phoenix	Medical/ Surgical Nursing		
Karen York	FT	January 2010	Faculty Member	BSN	UW-Madison	MSN – Nursing Education	Concordia University	Medical Surgical Nursing Cert. Oncology & Chemo		
Jamie Zwicky	FT	September 2008 (PT, July 2008)	Faculty Member	BSN	UW-Milwaukee Parkside Consortia	MSN-Nursing Education	Concordia University	Emergency & Trauma Nursing Medical Surgical Nursing	RN to BSN	

As of January 27, 2015 Bryant & Stratton College has 19 Full-time Faculty Members – Plan for additional 1.5 FTE faculty for PN program in Fall 2015

Faculty Name	FT/PT	Date of Initial Appointment	Rank	Bachelor Degree(s)	Awarding Institution	Graduate Degrees w/Area of Specialization	Awarding Institution	Area of Clinical Expertise/Certification	Academic Teaching (T) and Other Areas of Responsibility	
<b>PART TIME NURSING FACULTY</b>										
Mary Beth Aasen	PT	September 2009	LC-PT	BSN	UW-Madison	MSN – Nursing of Adults and Nursing Education	Loyola University	Medical Surgical Nursing	Nursing Skills Lab/Tutoring	
Laura Brantman-Johnson	PT	September 2013	Adjunct Faculty Member	BSN	Liberty University, Lynchburg VA	Enrolled- MSN FNP	Alverno College, Milwaukee, WI (Enrolled; expected grad. May 2015)	Critical Care Nursing; Medical/Surgical Nursing; Telemetry Nursing.	NURS 215	

Faculty Name	FT/PT	Date of Initial Appointment	Rank	Bachelor Degree(s)	Awarding Institution	Graduate Degrees w/Area of Specialization	Awarding Institution	Area of Clinical Expertise/Certification	Academic Teaching (T) and Other Areas of Responsibility	
Cindy Harrison	PT	January 2014	Adjunct Faculty Member	BSN	University of Wisconsin Milwaukee	MSN	Marquette University	Critical care; Psychiatric Nursing; Pediatrics		
Debra Herman	PT	September 2011	Adjunct Faculty Member	BS – Biology BSN	Mount Mary College Alverno College	MSN – Geriatric Nursing	Concordia University	Psych/Mental Health Nursing Gerontology		
Suzanne Kreuziger	PT	January 2015	Adjunct Faculty	BSN	Carroll-Columbia College	MSN	Alverno College		Mental Health Clinical	
Octavia Manuel-Wright	PT	September 2014	Adjunct Faculty Member	BSN	Concordia University	MSN	University of Phoenix			
Angela Seifert	PT	September 2013	Adjunct Faculty Member	BSN	Carroll/Columbia College of Nursing	MS (Nursing)	Concordia University Wisconsin	Pediatrics, Women's Health	NURS 201	
Nancy Simons	PT	June 2014	Adjunct Faculty	BSN	UW - Madison	MSN	Marquette University	Older Adult		
Smith, Susan	PT	October 2014	Adjunct	BSN	Cardinal Stritch	MSN	Walden University	Management & Leadership		

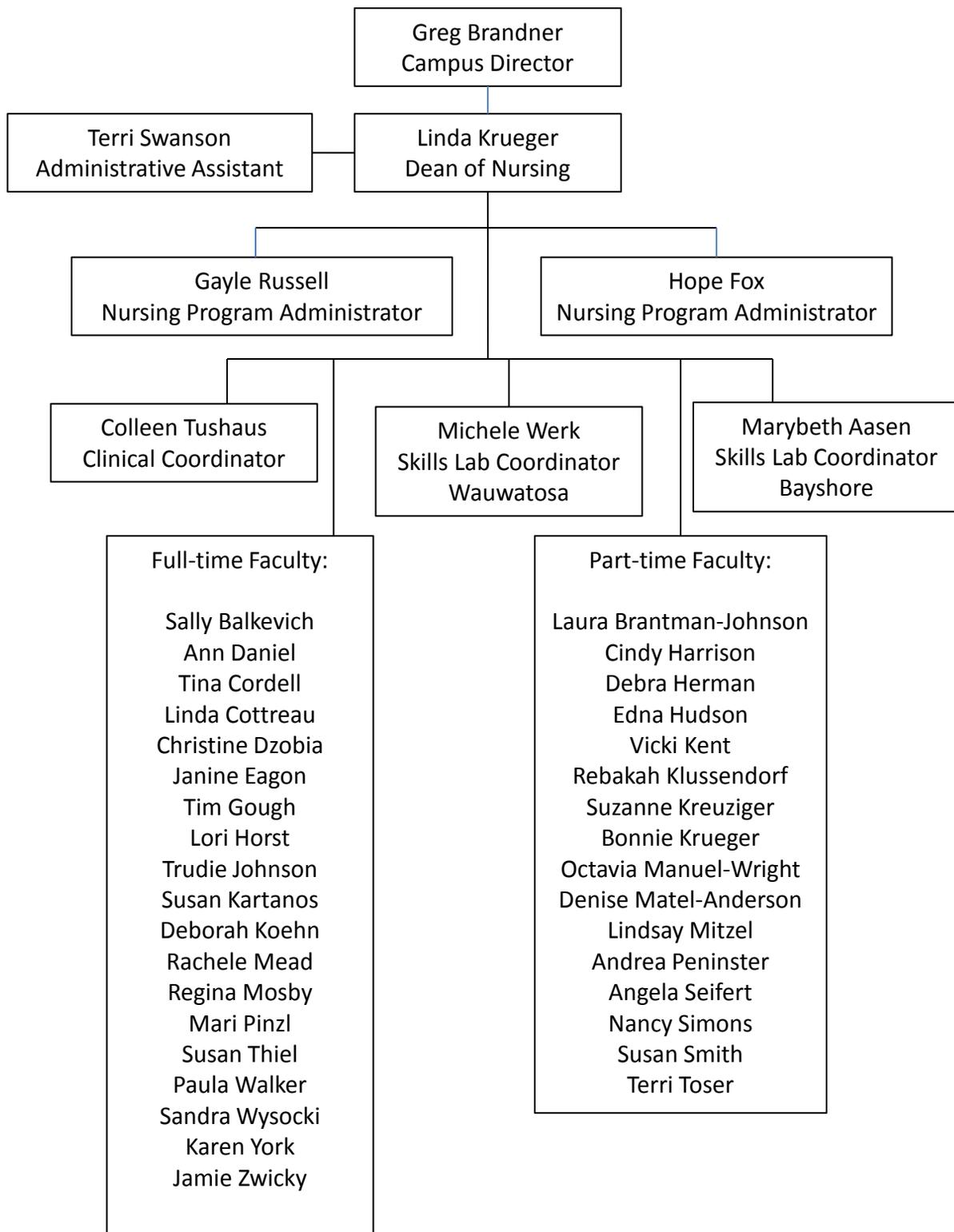
#### Skills Lab Coordinator

Michele Werk	FT	September 2012	LC-FT	BSN	Concordia University		Alverno Milwaukee, WI	Nursing Skills Lab and Simulation	Lab Coordinator Wauwatosa	Committee: FC, SRRRC Sub-Committee: Simulation (Chair)
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As of January 27, 2015 Bryant & Stratton College has 9 Part-time Faculty Members scheduled ( one faculty exception for MSN) and 1 full-time Skills Lab Coordinator

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## Milwaukee Market Nursing Program Organizational Chart



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

**AGENDA REQUEST FORM**

1) Name and Title of Person Submitting the Request: Jill M. Remy, Program Manager		2) Date When Request Submitted: 3/2/2015	
		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>	
3) Name of Board, Committee, Council, Section: Board of Nursing			
4) Meeting Date: 3/12/2015	5) Attachments: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	6) How should the item be titled on the agenda page? Lakeshore Technical College NCLEX Pass Rate Analysis and Plan for Improvement of First Time Test Taker Rates	
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 (Fill out Board Appearance Request) <input checked="" type="checkbox"/> No	9) Name of Case Advisor(s), if required:	
10) Describe the issue and action that should be addressed: Review Lakeshore Technical College NCLEX Pass Rate Analysis and plan for improvement of first time test taker rates.			
<b>11) Authorization</b>			
Jill M. Remy		3/2/2015	
Signature of person making this request		Date	
Supervisor (if required)		Date	
Executive Director signature (indicates approval to add post agenda deadline item to agenda)		Date	
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.			

February 16, 2015

Wisconsin Department of Safety and Professional Services  
State Board of Nursing  
P.O. Box 8366  
Madison, WI 53708-8366

Dear BON,

There has been a change in the program's administration leadership due to the retirement of Jane Kunst. I have assumed the role of Associate Dean of Nursing for Lakeshore Technical College as of the first of the year and am submitting documentation as required by Wis. Statutes N 1.09 and N 1.10.

**N 1.10**

I am providing a copy of the document that was received from the Accreditation Commission for Education in Nursing (ACEN) on August 1, 2014. The board of Commissioners received, reviewed, and accepted the Follow-Up Report that was required from the ACEN site visit in fall 2011 (see enclosure). The next ACEN visit will be scheduled for fall 2019.

**N1.09**

I am submitting analysis of our students' 2014 RN NCLEX pass rate and Lakeshore Technical College's plan to meet the 80% NCLEX RN pass rate in the future. Our program historically has had high RN NCLEX pass rates.

	Apr-Sep 2012	Oct-Mar 2013	Apr-Sep 2013	Oct-Mar 2014	Apr-Sep 2014
%passing	93%	85%	92%	93%	68%

In 2014, we had a total of 33 ADN students attempt the RN NCLEX; 26 passed and 7 failed for a 79% pass rate average. Four of the students who failed on the first attempt, have now successfully passed the NCLEX.

The students who failed for the first time took an average of 219 questions and 50% of the students took the maximum number of questions. Out of the 7 students who failed, it was noted that they received a C in one or more health alteration theory classes in the second year of the program. Looking at this data, it appears that these students have a weak theoretical application of knowledge which put them at risk for not passing the NCLEX; however, it was encouraging that of the students who failed none of them took the minimum number of questions.

Michael A. Lanser, Ed.D., President

When reviewing the test plan report, our graduates had the lowest percentile ranks compared to the national population in the following areas of Client needs:

- Management of Care
- Safety and Infection Control
- Health Promotion and Maintenance
- Physiological Adaptation

When reviewing the test plan report, our graduates had the lowest percentile ranks compared to the national population in the following areas of the Nursing Process:

- Planning
- Implementation
- Evaluation

When reviewing the test plan report, our graduates had the lowest percentile ranks compared to the national population in the following areas of the Human Functioning:

- Protective Functions
- Sensory-Perceptual Functions
- Fluid-Gas Transport

When reviewing the test plan report, our graduates had the lowest percentile ranks compared to the national population in the following areas of Health Alterations:

- Cardiovascular
- Endocrine/Metabolic
- Reproductive
- Integumentary/Musculoskeletal
- Renal-Urinary

This data was shared with students and faculty. After analysis, there were some simple strategies that will be implemented to increase the rigor of the courses as it appears the students who have a C in the health alteration courses are the students who are at highest risk for failing the NCLEX. Starting in spring 2015, extra credit was eliminated in all courses throughout the program. In addition, the pass rate for all courses and the average pass rate for all exams in each course will be set at 80% without any rounding of the final grade starting in the fall 2015.

The nursing faculty will be analyzing their individual courses to identify gaps in content based on the NCLEX results analysis and the NCLEX test plan. There will be consideration for altering course content to address the areas where students scored low and look at the module exam test plan to assure these areas are represented. In addition, faculty will be doing a test analysis to identify rigor of the exams and will modify them as appropriate.

Starting in spring 2015, we are trialing an adaptive testing software to assist students in learning the course content as well as practicing for the NCLEX exam. At this time, we have positive feedback from students and faculty. The plan is to implement this for the second year students starting in fall 2015.

We are confident that with these modifications, we will be able to increase our RN NCLEX pass rates to meet the 80% benchmark.

Thank you,

*Kathi Calabresa RN MSN*

Kathi Calabresa RN, MSN  
Associate Dean of Nursing  
Lakeshore Technical College

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August 1, 2014

Jane Kunst, MSN, RN, FNP-BC  
Associate Dean of Nursing  
Lakeshore Technical College  
1290 North Avenue  
Cleveland, WI 53015

Dear Ms. Kunst:

This letter is formal notification of the action taken by the Accreditation Commission for Education in Nursing (ACEN) at its meeting on July 10-11, 2014. The Board of Commissioners received, reviewed, and accepted the Follow-Up Report of the associate nursing program and affirmed the next visit for Fall 2019.

Deliberations centered on the Follow-Up Report and the recommendation of the Evaluation Review Panel. (See Summary of Deliberations and Recommendation of the Evaluation Review Panel.) The Board of Commissioners affirmed the following areas needing development:

**Areas Needing Development by Accreditation Standard**

**Standard 6 Outcomes**

- Ensure all expected levels of achievement are written in specific and measurable terms.
- Review and revise the evaluation methods for the role-specific graduate competencies to ensure that meaningful data are collected and trended.
- Develop and implement strategies to collect and trend data by date of completion prior to aggregation for the program as a whole.
- Revise the expected level of achievement for program completion to be congruent with the ACEN guidelines.
- Develop and implement strategies to improve the program completion rates.
- Develop and implement strategies to improve the response rates for graduate and employer satisfaction surveys to ensure sufficient data are collected and trended to inform program decision-making.