



**AGREEMENT BETWEEN
THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM
ON BEHALF OF THE UNIVERSITY OF WISCONSIN-LA CROSSE AND**

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**FOR THE CONDUCT OF
A CLINICAL EDUCATION PROGRAM IN A CLINICAL SETTING**

This agreement is between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin - La Crosse (hereinafter referred to as "University") and

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(hereinafter referred to as "Facility"). In consideration of the mutual benefits to the respective parties, any and all departments of the University wishing to enter into a clinical education program with the Facility, and the Facility agree to the terms set forth below.

THE UNIVERSITY AGREES:

1. That each school or college of the University wishing to participate in a clinical education placement program with the Facility will annually provide the Facility with a Program Memorandum, detailing the academic content of the proposed program. Upon acceptance of this Program Memorandum as provided hereafter, it shall become a part of this agreement and shall be incorporated by reference. The Program Memorandum will include discussion of program concepts; the controls which the University and the Facility may exercise or are required to exercise; the rights of the Facility to send representatives to review the University's program; the number of students to be assigned, the qualifications of those students and the schedules of those students; and/or any other matters pertaining to the specific program proposed by the department.
2. To provide the Facility with a listing of students who will be participating under the program and to update that listing periodically.

THE FACILITY AGREES:

1. To review any Program Memorandum concerning a clinical education program which is submitted by a school or college of the University. Upon review, the Facility will notify the school or college of its acceptance or rejection of the academic program proposal.
2. To satisfy the provisions contained in 45 CFR 46, existing for the protection of human subjects, to the extent that such regulations are applicable to the respective program involved. The University will provide a copy of such regulations upon request and will make its institutional review board available to the Facility for consultative purposes.
3. Not to accept students as participants in the program unless the student is certified as a program participant in writing by the appropriate clinical work coordinator of a particular University school or college.

THE UNIVERSITY AND THE FACILITY JOINTLY AGREE:

1. That there shall be no discrimination against students on the basis of the students' race, color, creed, religion, sex, national origin, disability, ancestry, age, sexual orientation, pregnancy, marital status or parental status.
2. That the State of Wisconsin will indemnify University employees, officers, and agents (students in required training, a credit program, or for graduation) against liability for damages arising out of their activity while acting within the scope of their respective employment or agency, pursuant to § 895.46(1) and 893.82, Wis. Stats.

3. That the Facility will indemnify its employees, officers and agents against liability for damages arising out of their activity while acting within the scope of their respective employment or agency, either by providing insurance or for political subdivisions of the State of Wisconsin pursuant to § 895.46(1), Wis. Stats .

4. By executing this agreement, neither the University nor the Facility waives any constitutional, statutory or common law defenses, nor shall the provisions of agreement create any rights in any third party.

5. The parties agree that the University, its employees, and its students are not "business associates" of the Facility as defined in 45 CFR, 160.103, for the limited purposes of HIPAA.

TERM OF AGREEMENT:

This Agreement shall be for a term of commencing on unless terminated as provided by this Agreement. This Agreement may be terminated at the will of either party by giving thirty (30) days written notice to the other, provided however, both parties hereto shall exert their best efforts to provide a mechanism whereby students who are currently in this educational program be allowed to complete the educational program without interruption. Program Memoranda presented by the University and accepted by the Facility shall be for a term of no longer than one year. They may be renewed upon mutual agreement. Such Program Memoranda do not require the further approval of either party provided they contain provisions relating solely to program arrangements and content. All such Program Memoranda must be approved by the respective school or college within the University. Such Memoranda shall be effective for a period of one year. All fully executed Program Memoranda shall be incorporated by reference and become a part of this agreement if not inconsistent in any manner with this agreement.

UNIVERSITY AND FACILITY CONTACTS:

The following shall be University and Facility contacts on matters pertaining to this agreement.

FACILITY

Name: _____

Title: _____

Telephone: _____

E-Mail: _____

UNIVERSITY

Name: _____

Title: _____

Telephone: _____

E-Mail: _____

FOR THE FACILITY:

Signature of Authorized Official Date

Name Typed or Printed

Title

Dean's Office Approval Date

FOR THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM on behalf of the UNIVERSITY OF WISCONSIN-LA CROSSE:

Robert J. Hetzel Date
Vice Chancellor for Administration and Finance

OR

Nathan Schlavensky Date
Contract Administrator