

**AGREEMENT BETWEEN
THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM
ON BEHALF OF THE UNIVERSITY OF WISCONSIN - La Crosse
And 00000000000000
FOR THE CONDUCT OF A FIELD EDUCATION PROGRAM**

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 **0000000000000000** (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 or field 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 recognize within the extent and limitations of Secs. 895.46(1) and 893.82, Wis. Stats., that the State will pay judgements for damages and costs against its officers, employees and agents arising out of their activities while within the scope of their assigned responsibility in the program at the Facility.
3. 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 any clinical education or field placement program this is submitted by a school or college of the University of Wisconsin - La Crosse. Upon review, the Facility will notify the school or college of its acceptance or rejection of the academic program proposal.
2. Not to accept students as participants in the program unless the student is certified as a program participant in writing by the appropriate fieldwork 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 their race, color, creed, religion, sex, national origin, disability, ancestry, age, sexual orientation, pregnancy, marital status, or parental status.
2. That the State will indemnify University employees, officers, and agents (students in training required for credit program and/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 secs. 895.46(1) and 893.82, 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 sec. 895.46, 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 also agree that the University, its employees, and its students are not "business associates" of the Facility as defined in 45 C.F.R. 160.103, for the limited purposes of HIPAA.**
6. This agreement shall be construed and governed by the laws of the State of Wisconsin.

TERMS OF AGREEMENT:

This Agreement shall become effective on the **0000000000000000** and shall automatically renew on an annual basis unless terminated as provided by this Agreement. Either party shall have the right to terminate this Agreement for any reason on sixty days written notice to the other party. In the event of termination, the parties agree that any students placed at the Facility will be able to complete their activities in connection with the Program.

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.

FOR THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM:

FOR THE FACILITY:

Signature of Authorized Official Date

Signature of Authorized Official Date

Sharon Radtke, Director of Business Services

Name and Title (type or print)

Name and Title (type or print)

FORM 4C1