



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

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

(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 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. 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 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.

TERMS OF AGREEMENT:

This Agreement shall become effective on enter date—example 1st day of January 2011 and shall automatically renew on an annual basis 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 contracts on matters pertaining to this agreement.

Facility:

Name: _____

Title: _____

Telephone: _____

E-Mail: _____

University:

Name: **Health Professions Department**

Title: Physical Therapy & or Occupational Therapy
Program Directors

Telephone: 608.785.8470

E-Mail: _____

FOR THE FACILITY:

Signature of Authorized Official Date

Name

Title

**Dean's Office Approval Date
FOR THE BOARD OF REGENTS OF THE
UNIVERSITY OF WISCONSIN SYSTEM:**

Robert J. Hetzel
Vice Chancellor for Administration & Finance

Date

Sharon Radtke
Assistant Vice Chancellor for Budget & Finance

Effective 10/30/2008

University of Wisconsin- La Crosse
Physical Therapy & Occupational Therapy Programs
2010 PROGRAM MEMORANDUM

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assume full responsibility for planning and executing the educational phase of the Physical Therapy and Occupational Therapy (PT/OT) Programs. However, recommendations and suggestions will be solicited from the clinical faculty in making significant revisions.
- B. The UNIVERSITY agrees to assign a faculty member to act as liaison between the UNIVERSITY, the FACILITY/AGENCY, and the students. The coordinator will plan appropriate visits, consultations, conferences, and planning sessions for students.
- C. The UNIVERSITY will assume the responsibility of informing students of the patient's right to confidentiality and the need for confidentiality regarding internal and external matters of the FACILITY/AGENCY.
- D. See Attachment regarding Caregiver Background Check.

II. RESPONSIBILITIES OF THE FACILITY/AGENCY

- A. The FACILITY/AGENCY will designate a Center Coordinator of Clinical Education (CCCE) for primary responsibility in teaching, coordinating and directing the students' clinical educational program.
- B. The FACILITY/AGENCY agrees to make available clinical and related facilities for the educational program of students of the Physical Therapy and Occupational Therapy (PT/OT) Programs of the University of Wisconsin - La Crosse.
- C. The FACILITY/AGENCY agrees to have clinical instruction planned, organized and taught by designated clinicians it employs. Persons assuming this educational responsibility at the FACILITY/AGENCY should be selected by mutual agreement.
- D. The autonomy of the FACILITY/AGENCY shall be observed at all times.
- E. The FACILITY/AGENCY will assume responsibility of alerting the student to the confidential nature of institutional internal and external concerns.
- F. Students will be supervised in all aspects of the fieldwork experience by FACILITY/AGENCY staff.

III. RESPONSIBILITIES OF BOTH THE UNIVERSITY AND THE FACILITY/AGENCY

- A. Both the FACILITY/AGENCY and the UNIVERSITY shall be obligated to inform the other of significant changes in curriculum and in the availability of learning opportunities as well as staff and faculty changes involving the clinical teaching of students.
- B. At least one semester prior to the field assignment, the determination of the number of students shall be a joint decision between the UNIVERSITY and the FACILITY/AGENCY based on staff and space available, and eligible students enrolled in the program.
- C. In any situation in which, in the sole opinion of the FACILITY/AGENCY, a patient's welfare may be adversely affected, FACILITY/AGENCY may take immediate corrective measures and shall notify the UNIVERSITY thereafter. In any situation not involving patient welfare in which the student is not performing satisfactorily, resolution will involve mutual agreement of the parties.

IV. RESPONSIBILITIES OF THE STUDENT

- A. Students are expected to follow the attendance policy of their assigned FACILITY/AGENCY.
- B. Students are expected to follow the policies and procedures of their assigned FACILITY/AGENCY including dress code.
- C. Students are required to carry professional liability insurance in addition to UW-L's umbrella policy.
- D. Students are required to have CPR certification at the BLS (Basic Life Support) Course C Level.
- E. Students are required to have a copy of their immunization records available for facility inspection to include:
 - 1. MMR: Provide proof of 2 MMR shots received after 15 months and received after 1/1/68. OR a MMR Titer indicating immunization.
 - 2. Tetanus/Diphtheria with evidence of tetanus booster in last 10 years.
 - 3. TB skin test or chest x-ray in last 6 months.
 - 4. Hepatitis B. Immunization.
 - 5. Polio
 - 6. Varicella

UW-L PROGRAM MEMORANDUM Continued:

UNIVERSITY shall conduct a Caregiver Background Check and Criminal History Information Search in accordance with the regulations set forth in Wisconsin Administrative Code Chapter HFS 12 for all persons under its control or direction who are expected to have access to FACILITY/AGENCY patients. UNIVERSITY agrees not to schedule any individual who is barred from providing services under Chapter HAS 12 and shall notify FACILITY/AGENCY if any individual is charged or has been convicted of a crime that may be "substantially related" as defined in the regulations. FACILITY/AGENCY shall make the final determination whether such individuals will be permitted to provide services. UNIVERISTY will not schedule any individual to provide services if such individual has been found to have committed "misconduct" as defined under Chapter HFS 13.03 (13), and agrees to require its employees to report to it, and FACILITY/AGENCY, all allegations of misconduct as defined under this section of the regulations.

UNIVERSITY agrees that it shall provide a copy of the completed Background Information Disclosure Form (HFS-64) to FACILITY/AGENCY for all individuals scheduled to provide services on or after October 1, 1998. UNIVERISTY shall maintain on file the results from all criminal history and other background information obtained and provide such information to FACILITY/AGENCY upon request.

The Health Professions Department in addition to the Wisconsin Background check uses a private company, *Certified Background Inc.*, to perform national criminal background checks. Students are required to conduct the national background check upon entry to their respective programs. The Wisconsin Background Check is conducted before a students terminal rotation. The National Background Check is conducted upon arrival (before classes begin) into the program.