

**CLINICAL EDUCATION AGREEMENT BETWEEN
CONCORDIA UNIVERSITY**

And

THE CITY OF MILWAUKEE FIRE DEPARTMENT

PARTIES AND PURPOSES

This Agreement is made between, **THE CITY OF MILWAUKEE**, a municipal corporation, acting by and through its **FIRE DEPARTMENT**, hereafter referred to as the “**Facility**,” and **CONCORDIA UNIVERSITY**, whose primary place of business is 12800 North Lakeshore Drive, Mequon, Wisconsin, 53097 hereafter referred to as the “**University**.”

It is to the mutual interest and advantage of both the Facility and the University that the students of the Athletic Training Program of the University be given the opportunity to supplement academic preparation for the practice of their profession with clinical experience provided by the Facility. The parties agree that by working together they will be contributing to the development of a highly qualified pool of Athletic Trainers.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Facility and the University agree as follows:

MUTUAL RIGHTS AND RESPONSIBILITIES

- A. The Facility will accept students selected by the University for the period of clinical education and/or portions of professional work requiring clinical exposure and practice. The specific nature of the clinical experience shall be individually arranged by the University’s Clinical Education Coordinator of the Athletic Training Program and with the Facility’s coordinator of clinical education within the philosophy and objectives of the University and Facility.
- B. The time periods and number of students assigned during any one clinical experience will be mutually agreed upon by the University and the Facility.
- C. It is understood and agreed that the parties shall not discriminate in their employment, selection, training, or education of any person in violation of any local, state, or federal law.

In the performance of this Agreement, the University agrees not to discriminate against any qualified student, because of the individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military services, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation with or perceived affiliation with any of these categories. The University will cause the foregoing provision to be included in all subcontracts made pursuant to this Agreement. MCO 109-3-e.

No person in the United States shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. The parties will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.

The parties agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990. 42 U.S.C. 12101, *et seq.*

- D. The Agreement is not a third-party beneficiary contract, and confers no rights upon any student or employees of the parties.
- E. It is understood that in the performance of the duties and obligations under this Agreement that the University, its employees, students, and agents are at all times acting as independent contractors. Further, nothing in this Agreement shall be construed to create a partnership, joint venture, or agency or to authorize either party to act for the other in any manner. Students nor faculty of the University shall not be considered to be employees of the Facility, and shall not be entitled to any benefits that the City of Milwaukee provides to its employees.
- F. The Facility and the University each agree to promptly notify the other by phone and in writing as soon as possible of an incident of a type described in this Agreement involving any of the other's faculty, staff, agents, or students, which may result in action against the other.
- G. Neither the University nor the Facility shall be required to give the other any monetary compensation in connection with its participation and involving in this Agreement, except as specifically provided otherwise in this Agreement.
- H. This Agreement is not exclusive. Either party is free to participate in similar programs with other entities.

UNIVERSITY RIGHTS AND RESPONSIBILITIES

- I. The University shall forward to the Facility the name, health status report, and evidence of health care coverage of each student enrolled in the program prior to the placement of a University student in the Facility. The University retains the right to revise any placement prior to the student's entry into the Facility's clinical experience and at any time during the clinical experience provided all corresponding health status reports and evidence of health care coverage are in order before any revised assignment.
- J. The University shall be responsible for selecting only those students who successfully completed all the prerequisite courses and/or previous clinical education experiences, any applicable regulatory requirements of state and federal agencies, and who maintain any current licensure in Wisconsin, if such licensing is required by law.
- K. The University, in collaboration with the Facility, will develop written educational objectives for each student. These objectives will be discussed with the student and a copy of these objectives will be given to the student and the Facility.
- L. The University reserves the right to withdraw a student from his/her assigned clinical experience at the Facility when in the University's judgment the clinical experience does not meet the needs of the student.
- M. The University shall appoint a Clinical Education Coordinator of the Athletic Training Program who will be the liaison representative from the University to the Facility.
- N. The University maintains the right to have its representative visit the Facility before and/or during the clinical experience, and review all records and policies of the Facility relating to the providing of clinical experiences by the Facility under this Agreement provided the University provides the Facility with acceptable notice and the visit does not interfere with the Facility's operations and further provided the provision of such records does not violate any applicable privacy laws. The University and its students and faculty agree to abide by all of the Facility's policies specifically relating to the providing of clinical experience, and any policies which may otherwise be applicable to the providing of clinical experiences under this Agreement.
- O. The University shall ensure that students and faculty participating in the clinical experience at Facility treat all information provided to or acquired

by them with regard to clients/patients of the Facility as confidential in accordance with applicable federal and state privacy regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, as amended, Wis. Stats. Secs., 51.30 and 146.82, Wis. Admin. Code ch. DHS 92, and any other associated regulations. If a student or faculty member violates patient confidentiality or these laws or regulations in any manner, the University agrees that such student or faculty member will be removed from the clinical experience contemplated herein, and the Facility may, at its discretion, choose to immediately terminate this Agreement.

- P. The University shall at all times during this Agreement maintain any licensures, approvals, and accreditations required from the State of Wisconsin or any appropriate accrediting organization that are necessary for the clinical experience. The University shall immediately notify the Facility of any change in its required licensure, approval, or accreditation, and any change which adversely affects the continuation of the clinical experience shall allow the Facility, at its discretion, to choose to immediately terminate this Agreement.
- Q. Prior to placement at the Facility, students shall have a background check performed by the University in accordance with the Wisconsin Caregiver Background Check Law, if applicable to student's anticipated activities at the Facility.
- R. The University will provide evidence to the Facility that the Hepatitis B immunization has been recommended to the student, and the University will provide training to its students in Blood Borne Pathogens, and the Universal Precautions as required by OSHA.
- S. The University shall notify each student that he/she is responsible for;
 - 1. following all administrative policies, regulations, standards, and practices of the Facility, as well as those of the University, including reporting to the Facility on time;
 - 2. respecting the confidentiality of information regarding patients and clients of the Facility, and their records
 - 3. providing all necessary and appropriate uniforms required by the Facility;
 - 4. providing his/her own transportation/parking and living arrangements when not provided by the Facility;

5. providing additional information to the University and the Facility regarding specific educational needs of the student under the Americans With Disabilities Act.
- T. The University shall retain general responsibility for content and methods of instruction, supervision, control, evaluation and related matters concerning the structure of the clinical education program and student admission to, dismissal from and participation in and faculty appointments to the clinical education program.
- U. The University shall inform students of the due process procedure for resolution of disputes over grades given in the clinical experience.
- V. The University agrees to obtain, and maintain in force and effect during the term of this Agreement, general liability insurance with limits of at least \$1,000,000 per occurrence, \$2,000,000 aggregate, (naming the Facility as an additional insured, and with coverage modified to include a waiver of subrogation endorsement in favor of the Facility, including its officers and employees, and coverage shall apply on a primary and non-contributory basis), and professional liability/malpractice insurance with limits of at least \$1,000,000 per occurrence, \$1,000,000 aggregate, (continuity of coverage must be maintained for two years after expiration of the Agreement and with coverage modified to include a waiver of subrogation endorsement in favor of the Facility, including its officers and employees), including coverage for situations under 895.46(1), Wis. Stats., if applicable, insuring the University, its employees, agents, and students who will be working under this Agreement against claims, demands, losses, costs damages, and expenses of every kind and description (including death), or damage to persons or property arising out of or in connection with the program at the Facility. The University agrees to furnish the Facility appropriate certificates of insurance evidencing the above coverage and limits. In addition, the University agrees that such insurance may not be revoked, reduced, or changed in a material way without at least thirty (30) days advanced written notice to the Facility. Failure of the University to obtain and maintain such coverage shall be grounds for immediate termination of this Agreement.
- W. Notwithstanding any references to the contrary in this Agreement, the University assumes full liability for all of its acts and the acts of its students in the performance of this Agreement. The University will save, indemnify, and keep harmless the City against all liabilities, judgments, costs, and expenses which may be claimed against the City which may result from the acts or omissions of the University, its students, faculty, employees, officers, directors, or agents. The City shall have the right to tender the defense of any such claim or action at law or in equity to the University or the University's insurer, and upon such tender, it shall be the duty of the University or the University's insurer to defend such claim or

action without cost or expense to the City or its officers, agents, or employees. Under no circumstances will the University assume liability for the intentional or negligent actions of the City, its employees, agents, representatives or the like. .

FACILITY RIGHTS AND RESPONSIBILITIES

- X. The Facility shall provide a planned, supervised program of clinical experience based on objectives compatible with those of the University, and will, within its abilities, provide and maintain qualified personnel in areas used for the student's clinical experience. Although not mandated, it is recommended a Facility staff member have six (6) months post-graduate clinical practice prior to assuming the role of a clinical instructor for the Athletic Training Program. The Facility reserves the right to determine which staff will participate in the clinical experience.
- Y. The Facility agrees to provide an orientation to the student of the University which shall include but not be limited to:
1. pertinent departmental policies and procedures including documentation requirements and any treatment protocols in use by the Facility;
 2. emergency and safety procedures used by the Facility;
 3. specific Facility program requirements for the student during the clinical experience;
 4. tour of the Facility's physical plant, within the allowed limits of Facility's lease.
- Z. The Facility will provide conference rooms and space for private individual counseling of students.
- AA. In the event that a student is absent during the clinical experience in excess of three (3) days, the Facility shall either arrange for the student to make up the lost time or inform the University of its inability to make such arrangements. Except in emergencies, the Facility shall not grant leaves of absence from regular duties to students during their clinical placements without prior approval from the University.
- BB. The Facility may refuse access to its clinical areas to any University personnel or student who does not meet the Facility's standards for safety, health, or ethical conduct. The University and the Facility shall resolve all problem situations in favor of the patient's welfare, and the

Facility may restrict the student(s) from that patient situation until the incident can be resolved by the staff and the instructor.

CC. The Facility reserves the right to terminate the access of a student or faculty member to its Facility, if:

1. The person has consistently performed unsatisfactorily;
2. The person's health status would interfere with successful completion of the clinical experience; or
3. The Facility determines that the person's continued presence at the Facility is not in the best interest of the Facility or its clients or patients.

DD. The Facility shall maintain complete records and reports on each student's performance, and shall provide evaluations of each student to the University on forms provided by the University.

EE. The Facility shall designate in writing to the University the name and title(s) of the person(s) responsible for the Facility's Clinical Education Program, and shall submit to the University the curriculum vitae of that person and of other professional staff participating in the Clinical Education Program.

FF. The Facility agrees to have all certified athletic trainers responsible for supervising student's clinical education, satisfactorily complete a Preceptor Workshop that will be provided by the University.

GG. The Facility retains primary responsibility for patient care and treatment and for directing the services rendered by students under this Agreement. The Facility and the University agree that the student will not be permitted to render direct patient care or treatment without the supervision by a Licensed Athletic Trainer who is employed or contracted by the Facility.

HH. The Facility shall endeavor to provide/obtain first aid and/or emergency care, at the student's expense, for illness or injuries to the student incurred while participating in the clinical experience. The Facility will notify the University as soon as possible in the event that a student becomes ill or injured during a clinical experience, and will plan with the University any proposed changes in the educational program.

II. The Facility will permit periodic inspection by the University and accrediting agencies of its facilities, student records, other records, or other items that pertain to the Athletic Training Program.

JJ. The Facility is self-insured and will provide the University a letter describing its self-insurance program.

KK. The Facility will indemnify and hold harmless the University against liabilities, judgments, fees, costs, and expenses, to the extent arising out of the negligence of the Facility or one of its employees or officers acting within the scope of their employment or agency pursuant to sections 895.46(1) and 893.80 of the Wisconsin Statutes. Nothing in this Section FF shall be construed as a waiver of any defenses or immunities to which Facility is entitled under statutory or common law.

LL. The Facility may cancel, by notice in writing to the Clinical Education Coordinator of the Athletic Training Program, the clinical placement of any student whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within the Facility, or whose health status is a detriment to the student's successful completion of the clinical education assignment. The Facility will provide the student and the University a written statement of the reasons for the cancellation. Prior to such cancellation, the Facility shall notify the Clinical Education Coordinator of the Athletic Training Program or another University faculty member, and consult with it about the proposed action.

II. OTHER PROVISIONS

MM. The term of this Agreement shall begin on **September 15th, 2017**, and shall continue in effect until **September 14th, 2020**. This Agreement shall automatically renew itself for additional three (3) year terms, unless written notice not to renew this Agreement is given on either party to the other at least sixty (60) days prior to the original termination date. In addition, this Agreement may be terminated, at any time during its initial term or automatically renewed term, by either party giving written notice of such termination to the other at least sixty (60) days prior to the desired termination date.

NN. The Facility reserves the right to cancel this Agreement 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.

OO. This Agreement, and all questions arising in connection herewith, shall be governed by and construed in accordance with the internal laws of the State of Wisconsin. Venue for any action arising out of or in any way related to this Agreement shall be exclusively in Milwaukee County, for

matters arising under state law, and in federal district court in the eastern district of Wisconsin, for matters arising under federal jurisdiction.

PP. Both parties understand that the Facility is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. sec. 19.21 *et. seq.* The University acknowledges that it is obligated to assist the Facility in retaining and producing records that are subject to the Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Agreement, and that the University must defend and hold the Facility harmless from liability due to its fault under that law. Except as otherwise authorized, those records shall be maintained for a period of seven years after the expiration of this Agreement.

QQ. No officer, employee, or agent of the Facility who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement. No member of the governing body of the Facility and no other public official of the Facility who exercises any functions or responsibilities in the review or approval of the carrying out of this Agreement shall have any personal interest, direct or indirect, in this Agreement.

The University covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The University further covenants that to the best of its actual knowledge and ability, that in the performance of this Agreement, no person having any conflicting interest shall be employed. An interest on the part of the University or its employee must be disclosed to the Facility.

RR. This Agreement contains the entire agreement between the parties relating to the subject matter hereof, and supersedes all other agreements, whether oral or written, between the parties.

SS. The invalidity or unenforceability of any one provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

TT. All notices or communications required or permitted to be given hereunder shall be in writing and shall be considered to be given and received in all respects when hand delivered, one business day sent by next day courier service, or three business days after being deposited in the United States mail, in each case, addressed to a party at the address set forth below, or to such other address as shall be designated by like notice given:

If to University: Concordia University
12800 North Lake Shore Drive
Mequon, WI 53097

Attn: Athletic Training Program

If to Facility: NAME
TITLE
ADDRESS

It is understood the changes to the contract shall be reviewed upon written consent of both parties, and any revisions mutually agreeable to both parties will be in writing and become a part of this Agreement.

Attested by our signatures:

William Cario, PhD Date
Vice President of Academics
Concordia University

John Schwengle Date
Assistant Chief
Milwaukee Fire Department

Greg Ehlers, PhD Date
Health & Human Performance
Department Chairperson
Concordia University

Jennifer Thorpe , MS, ATC Date
Clinical Education Coordinator
Athletic Training Program
Concordia University

Concordia University
12800 North Lake Shore Drive

Mequon, WI 53097

Attn: Athletic Training Program

Mark A. Rohlfing Date
Chief, Milwaukee Fire Department

Approved as to Date
Form, Content, and Execution
Assistant City Attorney