

3.2.2. The controls which the University and the Facility may exercise or are required to exercise.

3.2.3. The rights of the Facility to send representatives to review the University's program.

3.2.4. The following information about the students to be assigned under the Program Memorandum:

3.2.4.1. The number.

3.2.4.2. The qualifications, academic and otherwise.

3.2.4.3. The schedules of those students.

3.2.4.4. The health status report and evidence of health care coverage.

3.2.5. Any other matters pertaining to the specific program proposed by the School or College.

3.3. Review.

3.3.1. Facility. The Facility will review any Program Memorandum concerning any Program which is submitted by the School or College.

3.3.2. Notice. Upon review, the Facility will promptly notify the School or College of its acceptance or rejection of the Program Memorandum or any proposed revisions thereto.

3.3.3. University. Upon review, the School or College will promptly notify the Facility of its acceptance or rejection of the proposed revisions.

3.3.4. Withholding Acceptance. The University and the Facility will not unreasonably withhold their acceptance of the Program Memorandum or any proposed revisions thereto.

3.4. Accepted Program Memoranda.

3.4.1. Incorporation. Upon acceptance of an unrevised Program Memorandum by the Facility or a Program Memorandum with any revisions by both parties, it shall become a part of this agreement and shall be incorporated by reference as an "Accepted Program Memorandum."

3.4.2. Period & Renewal. Accepted Program Memoranda shall be effective for a period of one (1) year, and may be renewed upon mutual agreement.

3.4.3. Conflict. If the Accepted Program Memorandum is construed to be inconsistent in any manner with this Agreement, the terms of this Agreement shall apply.

SECTION 1. AGREEMENT

1.1. Parties. This Agreement is between both of the following:

1.1.1. The University. BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM, doing business as the University of Wisconsin-Oshkosh (the "University")

1.1.2. The Facility. **The City of Milwaukee** (the "Facility").

1.2. Recitals.

1.2.1. 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.

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

SECTION 2. TERM OF AGREEMENT.

2.1. Term & Renewal. This Agreement shall be for a term of three (2) years, commencing May 1st, 2019, and may be renewed upon mutual agreement.

2.2. Termination. This agreement may be terminated solely by written notice, one year in advance, by either party to the designated agent of the other.

2.3. Termination with Preceptor Unavailability. If, for any reason whatsoever, the Facility's Preceptor becomes unavailable to continue to execute the Program Memorandum or otherwise participate in this Agreement the Facility shall be allowed to immediately terminate this Agreement without liability to the University.

SECTION 3. PROGRAM MEMORANDUM.

3.1. School or College. For the purposes of this agreement, a "School or College" shall mean any school or college of the University wishing to participate in a Program with the Facility.

3.2. Proposal. The School or College will annually provide the Facility with a "Program Memorandum," which will include the following:

3.2.1. A discussion of program concepts.

SECTION 4. PLACEMENT OF STUDENTS.

4.1. List. The University will provide the Facility with a listing of students who will be participating under the program and will update that listing periodically.

4.2. Certification for Acceptance. The Facility will not accept students as participants in the program unless the student is certified as a program participant in writing by the appropriate coordinator of the School or College.

4.3. 3RD Party Rights. The Agreement is not a third-party beneficiary contract, and confers no rights upon any student or employees of the University.

4.4. Policies. 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.

4.5. OSHA Requirements. 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.

SECTION 5. NO DISCRIMINATION.

5.1. Protected Classes. The parties shall not discriminate against any person in any actions taken as a result of this Agreement on the basis of sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status or sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, or familial status. 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.

5.2. Reasonable Accommodations. Each party will make reasonable accommodations to assure accessibility to training programs for persons with disabilities.

SECTION 6. LIABILITY.

6.1. Limitation. The liability of the University and other political subdivisions of the State of Wisconsin is governed and limited by Wis. Stat. §§ 893.82 and 895.46.

6.2. Indemnification. Each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, committees, commissions, agencies, and representatives and shall be responsible for any losses, claims, and liabilities, which are attributable to such acts, errors, or omissions including providing its own defense. In situations including joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, commissions, committees, agencies, and representatives. It is not the intent of the parties to waive any statutory protections or impose liability beyond that imposed by state statutes. Any liability of University shall be consistent with and limited by sections 895.46 and 893.82 of the Wisconsin Statutes. The obligations of the parties under this paragraph shall survive the expiration or termination of this Agreement.

6.3. Students. To the extent permitted and required by law, the University will indemnify students in a training program for credit required for graduation.

6.4. No Waiver. 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.

6.5. Notification. The parties agree to promptly notify the other by phone and in writing as soon as possible of an incident involving any of the other's faculty, staff, agents, or students, which may result in an action against the other.

6.6. Patient Care. 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.

6.7. Insurance. The State of Wisconsin, including the Board of Regents of the University of Wisconsin System, is self-funded for liability (including general, professional, and automobile) under secs. 895.46, 893.82 and 20.505(2)(k) of the Wisconsin Statutes. This protection provides coverage for UW's officers, employees and agents, while in the course and scope of their duties. The State of Wisconsin Liability Program is funded to pay in excess of \$1 million for negligent acts or omissions of its officers, employees, and agents, in accordance with the statutes. Coverage is continuous under the law.

SECTION 7. ACCESS.

7.1. Access. 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.

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

7.2.1. The person has consistently performed unsatisfactorily;

7.2.2. The person's health status would interfere with successful completion of the clinical experience; or

7.2.3. 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.

SECTION 8. MISCELLANEOUS.

8.1. GOVERNING LAW. This Agreement shall be governed by and construed according to the laws of the State of Wisconsin. Any litigation relating to the formation, interpretation or alleged breach of this Agreement must be brought in the state and federal courts having jurisdiction in Wisconsin, and University consents to the jurisdiction of such courts.

8.2. FORCE MAJEURE. Notwithstanding any other provision in this Agreement, neither party shall be liable or held responsible for any failure to perform or delays in performing its obligations under this Agreement which result from circumstances or causes beyond the party's reasonable control, including, without limitation, acts or omissions of the other party or third parties, fire or casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority.

8.3. CONFLICT OF INTEREST. 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 no person described in this section who presently exercises any functions or responsibilities in connection with the Agreement has any personal financial interest, direct or indirect, in this Agreement. The University further covenants 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 employees must be disclosed to the Facility. Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment of and participation by residents of the area.

8.4. PUBLIC RECORDS: Both parties understand that the Facility is bound by the Public Records Law, and as such, all of the terms of this Agreement are subject to and conditioned on the provisions of Wis. Stat. §§ 19.21-.39. The University acknowledges that it is obligated to assist the University in retaining and producing records that are subject to the Public Records Law, that the

failure to do so shall constitute a material breach of this Agreement. Except as otherwise authorized, those records shall be maintained for seven years after termination or completion of this Agreement.

8.5. INDEPENDENT CONTRACTORS. 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 Facility provides to its employees.

8.6. PAYMENT. 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.

8.7. EXCLUSIVITY. This Agreement is not exclusive. Either party is free to participate in similar programs with other entities.

8.8. PRIVACY. The parties shall ensure that all information provided to or acquired by them with regard to students 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. Failure to comply with this section allows the non-breaching party to, in its sole discretion, choose to immediately terminate this Agreement.

8.9. LICENSING. 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

8.10. ENTIRE AGREEMENT. This Agreement as well as the attached program memorandum 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.

8.11. SEVERABILITY. 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.

8.12. NOTICES. All notices or communications required or permitted to be given hereunder shall be in writing and shall 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:

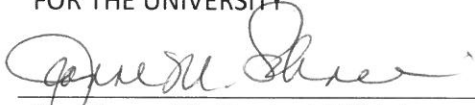
If to Facility:

John Schwengel
Assistant Chief
Milwaukee Fire Department
711 West Wells Street
Milwaukee, WI 53233
(414) 286-8982

8.13. AMENDMENT. Any revisions or amendments to this Agreement must be in writing and signed by both parties and become a part of this Agreement upon execution of all parties.

FOR THE UNIVERSITY

FOR THE FACILITY



Signature of Authorized Official

Signature of Authorized Official

Jeanne M. Schneider

Printed Name

Printed Name

Avc / Controller

Title

Title

4/9/2019

Date

Date

