

University of Wisconsin-Stevens Point

Physical Therapy Program Memorandum -2021

This AGREEMENT is made by and between **Clinical Organization/Affiliate legal name, physical street address, city, state zip code (“FACILITY”)** and the University of Wisconsin – Stevens Point, an educational institution organized and existing under the laws of the State of Wisconsin, and having its principal address University of Wisconsin-Stevens Point, 2100 Main Street, Stevens Point, WI 54481-3897 (**“UNIVERSITY”**). The purpose of this AGREEMENT is to guide and direct the parties respecting their affiliation, working arrangements and agreements in furtherance thereof to provide high quality clinical learning experiences for students in the UNIVERSITY. FACILITY locations covered by this agreement (See EXHIBIT D).

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assume full responsibility for planning and executing the educational phase of the Physical Therapy (DPT) Program. However, recommendations and suggestions will be solicited from the clinical faculty in making significant revisions.
- B. The UNIVERSITY agrees to assign a core faculty member to serve as liaison between the UNIVERSITY, the FACILITY, and students. The UNIVERSITY will plan appropriate visits, consultations, conferences, and planning sessions for students.
- C. The UNIVERSITY will be responsible for training students regarding patient's rights and confidentiality as well as protected health information. This does not preclude the FACILITY from providing additional training or training specific to its operations. The UNIVERSITY will advise all students that confidentiality requirements survive the completion of the learning experience or termination/expiration of this AGREEMENT.
- D. The UNIVERSITY will advise students that they are required to comply with FACILITY rules, regulations, and procedures.
- E. For the purposes of this AGREEMENT pursuant to FERPA, UNIVERSITY hereby designates FACILITY staff as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to the UNIVERSITY records are required by FACILITY to carry out the clinical education.
- F. The UNIVERSITY will require all participating students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with the UNIVERSITY. If applicable, the FACILITY shall notify the student of any requests for evidence of criminal background test or immunization. The UNIVERSITY will inform the student of their responsibility to provide evidence to the FACILITY of any required criminal background checks or immunizations, when requested. The FACILITY shall notify the UNIVERSITY of its requirements of an acceptable criminal background check and required immunizations. The UNIVERSITY will also inform students that they may be required to undergo a drug test or other screening tests pursuant to the FACILITY policies and practices, and that the cost of any such test will be the responsibility of the student.

- G. The UNIVERSITY will require all participating students to maintain health insurance and provide proof of health insurance to the UNIVERSITY. The FACILITY may request the student provide proof of insurance prior to beginning of the clinical experience.
- H. The UNIVERSITY shall inform the FACILITY of significant changes in operations, curriculum, and faculty changes affecting the clinical instruction of students.
- I. The UNIVERSITY may terminate a student's participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. The UNIVERSITY will notify the FACILITY if such action is required
- J. Students will also carry professional liability insurance with \$1,000,000 per occurrence / \$3,000,000 aggregate

II. RESPONSIBILITIES OF THE FACILITY

- A. The FACILITY will designate a Center Coordinator of Clinical Education (CCCE) for primary responsibility in communicating and coordinating student placement availability at the FACILITY. The FACILITY will provide contact information for the CCCE and update the UNIVERSITY with changes.
- B. The FACILITY will designate a Clinical Instructor (CI) with primary responsibility for student supervision and clinical instruction. At some locations the CCCE and CI may be the same individual
- C. The FACILITY agrees to make available clinical and related facilities for the educational program of students of the Physical Therapy Programs of the University of Wisconsin – Stevens Point. The FACILITY agrees to have clinical instruction planned, organized, taught and evaluated by designated, licensed clinicians it employs. Persons assuming this educational responsibility at the FACILITY should be selected by mutual agreement.
- D. The FACILITY will retain full authority and responsibility for patient care and quality standards and will maintain a level of care which meets generally accepted standards conducive to satisfactory instruction. While in the FACILITY, students will have the status of trainees; are not to replace FACILITY staff; and, are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the education program. FACILITY and its staff will provide supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the student's level of training.

- E. The FACILITY CCCE and CI will, upon request, assist the UNIVERSITY in the evaluation of the learning and performance of participating students by completing evaluation forms provided by and returned to the UNIVERSITY in a timely fashion.
- F. The FACILITY shall inform the UNIVERSITY of significant changes in operations, the availability of learning opportunities, and staff changes affecting the clinical instruction of students.
- G. The FACILITY agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious, or environmental hazard, or other occupational injury (i.e., needle stick) while at the FACILITY, The FACILITY, upon notice of such incident from the student, will provide appropriate and prompt medical attention as is provided its employees, including, where applicable: examination and evaluation by FACILITY medical staff or other appropriate facility ; emergency medical care; as necessary initiation of the HBV, Hepatitis C (HCV), and HIV protocol; and HIV counseling and appropriate testing as necessary. In the event the FACILITY does not have the resources to provide such emergency care, FACILITY will refer such student to the nearest emergency facility.
- H. To the extent the FACILITY generates or maintains educational records related to the participating student, the FACILITY agrees to comply with the Family Educational Rights and Privacy Act (FERPA).
- I. The FACILITY will provide written notification to the UNIVERSITY promptly if a claim arises involving a student. The FACILITY and UNIVERSITY agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
- J. The autonomy of the FACILITY shall be observed at all times.
- K. The FACILITY will assume responsibility of alerting the student to the confidential nature of institutional internal and external concerns.
- L. Students will be supervised in all aspects of the fieldwork experience by FACILITY staff.

III. RESPONSIBILITIES OF BOTH THE UNIVERSITY AND THE FACILITY

- A. At least six months prior to the clinical placement, the UNIVERSITY and the FACILITY, by mutual agreement, shall determine the number of student placements for the coming term.
- B. The UNIVERSITY and FACILITY share the responsibility for creating and maintaining an appropriate learning environment.

- C. At the request of either party, a meeting or conference will promptly be held between UNIVERSITY and SCHOOL representatives to resolve any problems or develop any improvements in the operation of the clinical training program.
- D. Neither party intends for this AGREEMENT to alter in any way its respective legal rights or its legal obligations to any third party.
- E. The FACILITY will have sole discretion regarding patient welfare and may take immediate corrective measures to remove a student or limit student access. It is expected the FACILITY will notify the UNIVERSITY of any ongoing student concerns regarding safety or performance. The FACILITY and UNIVERSITY will work to resolve the concerns to the mutual satisfaction of both parties.

IV. RESPONSIBILITIES OF THE STUDENT

- A. Students are expected to follow the attendance policy of their assigned FACILITY.
- B. Students are expected to follow the policies and procedures of their assigned FACILITY.
- C. Students are required to complete and maintain current CPR certification while in the program. American Heart Association Basic Life Support (BLS) CPR certification is recommended.
- D. Students are required to have a copy of their immunization records available for FACILITY inspection. The UNIVERSITY maintains a record of standard immunization requirements which include: (See EXHIBIT A)
- E. Additional immunization requirements specific to the FACILITY: (See EXHIBIT B)
- F. Additional Teacher-Learner Responsibilities: (See EXHIBIT C)

V. Term and Termination

This AGREEMENT will commence as of Month Day, Year and will continue for a period of five (5) years or until terminated. This AGREEMENT may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, students already participating in a scheduled clinical placement at FACILITY, will be permitted to complete the experience at the FACILITY.

VI. Employment Disclaimer

The students participating in the program will not be considered employees of the FACILITY or UNIVERSITY for any purpose. Students will not be entitled to receive any compensation from FACILITY or UNIVERSITY or any benefits of employment from FACILITY or UNIVERSITY, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. FACILITY will not be required to purchase any form of insurance for the benefit or protection of any student of the UNIVERSITY.

VII. State Authorization Reciprocity Agreement (SARA)

Pursuant to Wis. Stats. Ch. 39.85, et. al, the State of Wisconsin is a member of the State Authorization Reciprocity Agreement (SARA) through the Midwestern Higher Education Compact (MSARA) which regulates the manner in which participating institutions may offer learning education to students who reside in other states. All UW System Institutions participate in MSARA. The terms and conditions of SARA can be found at:

<https://www.mhec.org/programs/midwestern-state-authorization-reciprocity-agreement>

VIII. Health Insurance Portability and Accountability Act (HIPAA)

Students participating in clinical training pursuant to this AGREEMENT are members of the FACILITY workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to the FACILITY and, as stated in paragraph VI above, does not establish an employment relationship.

IX. No Agency Relationship Between the Parties

Nothing in this AGREEMENT is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

X. Assignment

This AGREEMENT will not be assigned by either party without the prior written consent of the other.

XI. Notices

All notices provided by either party to the other will be in writing and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, addressed as indicated herein.

XII. No Payments

No payments shall be made between the parties or to the students in connection with this AGREEMENT.

XIII. Severability

The invalidity of any provision of this AGREEMENT will not affect the validity of any other provisions.

XIV. Headlines

Headlines in this AGREEMENT are for convenience only.

XV. Entire Agreement

This AGREEMENT contains the entire AGREEMENT of the parties as it relates to this subject matter and may be modified only by additional written provisions contained in a properly executed Uniform Clinical Affiliation Agreement Implementation Letter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by its duly authorized officer on the day and year first written above.

[Clinical Organization/Affiliate legal name]

[physical street address]

[city, state zip code]

University of Wisconsin – Stevens Point

2100 Main Street

Stevens Point, WI 54481-3897

Facility Authorized Signatory - Title

University Authorized Signatory – Title

Date

Date

EXHIBIT A

CURRENT STUDENT ASSURANCES

Criminal Background Check

- Complete prescribed State and Federal Criminal Background Checks (Viewpoint Screening)
- Students with a concern related to Criminal Background and/or Caregiver history will be encouraged to seek insight from the Wisconsin Physical Therapist Examining Board with regard to licensing eligibility

Health & Immunizations

- Physical exam
- A negative tuberculosis (TB, or PPD) skin test from within the past year; if the skin test is positive, then a negative chest x-ray is required.
 - Annual updates are the minimum requirement, and some clinical sites may require a two-step TB test, and/or a negative TB test within the past 3-6 months
- Immunizations (OR titers, which document immunity) for:
 - Varicella, 2 vaccinations (chicken pox)
 - Measles (2 MMR vaccinations)
 - Mumps (2 MMR vaccinations)
 - Rubella (2 MMR vaccinations)
- Hepatitis B immunization series (3 immunizations) and titer (proof of immunity)
- A Tdap (tetanus, diphtheria, and pertussis/whooping cough) booster from within the past 5 years.

Training & Certifications

- Annual criminal and caregiver background checks
- HIPAA training (annual training required) if applicable
- CPR (Basic Life Support or BLS) certification
- Bloodborne pathogen training/universal precautions training (annual training required) if applicable
- Child abuse recognition training

Health Insurance

- Continuous health insurance throughout the program

Professional Liability

- Professional liability insurance with minimum coverage of \$1,000,000 per occurrence/\$3,000,000 aggregate.

EXHIBIT B

ADDITIONAL FACILITY SPECIFIC HEALTH ASSURANCES

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EXHIBIT C

TEACHER-LEARNER EXPECTATIONS

The UNIVERSITY holds in high regard professional behaviors and attitudes, including altruism, integrity, respect for others and a commitment to excellence. Effective learning is best fostered in an environment of mutual respect between teachers and learners. In the context of medical and healthcare education the term “teacher” is used broadly to include peers, resident physicians, fulltime and volunteer faculty members, clinical preceptors, nurses and ancillary support staff, as well as others from whom students learn.

GUIDING PRINCIPLES:

- Duty:** Educators have a duty not only to convey the knowledge and skills required for delivering the profession’s standard of care but also to instill the values and attitudes required for preserving the subject profession’s social contract with its patients.
- Integrity:** Learning environments that are conducive to conveying professional values must be based on integrity. Students and residents learn professionalism by observing and emulating role models who epitomize authentic professional values and attitudes.
- Respect:** Respect for every individual is fundamental to the ethic of medicine, nursing and the allied healthcare professions. Mutual respect is essential for nurturing that ethic. Teachers have a special obligation to ensure that students and residents are always treated respectfully

RESPONSIBILITIES OF TEACHERS AND LEARNERS:

Teachers Should:

- Treat students fairly and respectfully
- Maintain high professional standards in all interactions
- Be prepared and on time
- Provide relevant and timely information
- Provide explicit learning and behavioral expectations early in a course
- Provide timely, focused, accurate and constructive feedback on a regular basis and thoughtful and timely evaluations at the end of a course
- Display honesty, integrity and compassion
- Practice insightful (Socratic) questioning, which stimulates learning and self-discovery and avoid overly aggressive questioning which may be perceived as hurtful, humiliating, degrading or punitive
- Solicit feedback from students regarding their perception of their educational experiences

- Encourage students who experience mistreatment or who witness unprofessional behavior to report the facts immediately

Students should:

- Be courteous of teachers and fellow students
- Be prepared and on time
- Be active, enthusiastic, curious learners
- Demonstrate professional behavior in all settings
- Recognize that not all learning stems from formal and structured activities
- Recognize their responsibility to establish learning objectives and to participate as an active learner
- Demonstrate a commitment to life-long learning, a practice that is essential to the professions of medicine, nursing and the allied healthcare fields
- Recognize personal limitations and seek help as needed
- Display honesty, integrity and compassion
- Recognize the privileges and responsibilities coming from the opportunity to work with patients in clinical settings
- Recognize the duty to place patient welfare above their own
- Recognize and respect patients' rights to privacy
- Solicit feedback on their performance and recognize that criticism is not synonymous with "abuse"

Relationships between Teachers and Students

Students and teachers should recognize the special nature of the teacher-learner relationship which is in part defined by professional role modeling, mentorship, and supervision. Because of the special nature of this relationship, students and teachers should strive to develop their relationship to one characterized by mutual trust, acceptance and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries.

EXHIBIT D:

CLINICAL PRACTICE SITES COVERED BY THIS AGREEMENT

UNDER PRIMARY AFFILIATE:

[LIST FACILITY, ADDRESS]

[LIST FACILITY, ADDRESS]

[LIST FACILITY, ADDRESS]

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