



Finance & Administrative Affairs
Office of the Vice Chancellor

Chapman 320
P.O. Box 413
Milwaukee, WI
53201-0413
414 229-4461 phone
414 229-4553 fax
www.uwm.edu/faa

MEMORANDUM

DATE: March 17, 2016

TO: Vice Chancellors and Deans

FROM: Robin Van Harpen, Vice Chancellor for Finance & Administrative Affairs

RE: Therapy Animals on Campus

CC: Chancellor Mark Mone

Periodically, UWM departments have expressed interest in bringing animals to campus for programs on a short-term basis, such as stress relief events during exams, book signings/lectures involving animals, etc. This is distinguished from requests for individuals with disabilities to be accompanied by animals on a regular basis for service or comfort/therapy.

I wanted to alert you to a new development in this area. Our Risk Management office has successfully procured a blanket contract with a local animal therapy provider, Health Heelers, that meets our State insurance and legal requirements. If you are interested in using Health Heelers under the new UWM contract (at your cost), our Risk Management Office would be happy to help facilitate that connection. In fact, we encourage contact with the Risk Management Office (at 229-6339) as soon as any animal visit is contemplated, so that they can help you ensure the requirements for such a visit are met.

As a reminder, below are the requirements for all requests for the short-term presence of animals:

1. Any animal brought to campus for the purpose of a therapy campus event must be appropriately certified as determined by Risk Management. For example dogs participating in stress reducing events at exam time must be registered as a therapy animal with a national or local pet therapy organization and the provider must provide proof of such registration, as well as evidence of the dog's completion of a pet therapy class.

2. The animal provider must meet the insurance and hold harmless requirements set forth by Risk Management (see Attachment A).
3. Whenever possible, the animal visits should take place in an open air setting so as to minimize disruption to classroom, administrative, and other campus buildings as well as to lessen the impact on people with allergies, fear of dogs, or other reasons requiring distance from the activities. If it is not feasible to have visits take place in an open air setting, such visits should occur in areas that will minimize contact with people not participating in the event.
4. The host must have a written plan documenting the purpose, date, duration, and proposed location for the visit, as well as the plan for addressing the operational and safety items set forth above. This plan should be approved by the applicable Building Chair or Space Assignment Authority, then routed to the Risk Management Office. Risk Management will forward any plan that meets all requirements to me for final review and approval. A form plan is attached (see Attachment B).

The Risk Management Office may impose additional requirements as to the location and circumstances of the visits to ensure the safety and comfort of all involved. As noted above, these procedures do not apply to police or service animals when those animals are working.

Thanks for your attention to these issues. Please contact the Risk Management Office at 229-6339 if you have any questions about these requirements.

Attachment A

Insurance & Hold Harmless Requirements

Standard Insurance for Therapy Animal Services (Not Service or Comfort Animals):

Contractor agrees to hold harmless the **Board of Regents of the University of Wisconsin System** and UW–Milwaukee (UWM), its officers, employees and agents from and against any and all claims, demands, losses, liability, costs, damages or expenses (including financial or consequential damages) of every kind and description or damage to persons or property occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work in connection with this contract, but only to the extent that such claims are caused by or result from the negligence, or intentional misconduct of the Contractor, its employees, agents, subcontractors or volunteers.

Contractor agrees to protect itself and the **Board of Regents of the University of Wisconsin System** and UWM, under the hold harmless agreement set forth in the above paragraph.

Contractor will at all times during the terms of this contract keep in force and effect a commercial general liability insurance policy issued by a company or companies rated A- or better by AM Best and authorized to do business in the State of Wisconsin with the following minimum limits of coverage:

<u>Coverage Type</u>	<u>Minimum Limit</u>
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|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none">• Commercial General Liability<ul style="list-style-type: none">○ Each Occurrence○ Medical Expense (any 1 person)○ General Aggregate
• <u>Additional Insured Provision: Coverage afforded shall apply as primary with the “Board of Regents of the University of Wisconsin System, its officers, employees, and agents” named as additional insureds on the commercial general liability policy.</u> | <ul style="list-style-type: none">\$1,000,000\$5,000\$2,000,000 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|

- Upon execution of this Contract, **Contractor** shall furnish UWM with a certificate of insurance, showing evidence of the above requirements. Certificate must be submitted and approved by UWM before any work under this contract may begin.

Certificate Holder is:

UW–Milwaukee
C/O Risk Management, Engelmann 270
P.O. Box 413
Milwaukee, WI 53201-0413

The hold harmless and insurance provisions of this contract shall survive the termination of this contract and shall remain operative until the time that all potential claims or potential civil actions by the parties or by third parties shall expire under existing law.

If any policies are written on a claims-made basis, **Contractor** shall not discontinue or change liability insurance policies in effect during any part of this contract without buying an extended reporting period to cover potential claims that may have occurred during the term of this agreement.

Contractor shall notify UWM immediately upon the commencement of any litigation against **Contractor** where there is any possibility the **Board of Regents of the University of Wisconsin System** and/or UWM may be made a party thereto.

Contractor agrees that the work/services provided for by **Contractor**, its employees, agents, subcontractors and volunteers is not the work or services of UWM, and therefore no employer-employee relationship is established. As such, **Contractor**, its employees, agents, subcontractors and volunteers are not eligible for worker's compensation benefits through the **Board of Regents of the University of Wisconsin System**, the State of Wisconsin, or UWM.

Contractor acknowledges UWM's target audience/customers are primarily independent UWM students. UWM cannot be held responsible for the actions, inactions or negligence of students who do not represent UWM in an official capacity. Contractor cannot be held responsible for the actions, inactions or negligence of students who do not represent Contractor in an official capacity. Students that will be participating in a therapy animal event, or receive services from the **Contractor** are not insured or indemnified by the **Board of Regents of the University of Wisconsin System**, UWM or Contractor. Employees and agents of UWM are indemnified and insured by the **Board of Regents of the University of Wisconsin System**.

Attachment B
Plan Template

Request for Approval of Therapy Animal Program

Name of Sponsoring Department	
Contact for Sponsoring Department Name Campus Address Campus Phone number Email Address	
Who will receive and pay invoice for therapy animal services rendered?	
Name of Therapy Animal Provider	
Contact for Therapy Animal Provider Name Address Phone Number Email Address	
Proposed Program Dates and Times	
Proposed Program Location Building name Room number Name of Building Chair or SAA <i>Signature of Building Chair or SAA:</i>	
Purpose of Program	
Animal Registrations/Certifications	
Plan for Accommodating Individuals with Animal Allergies or Aversions	
Has Purchasing reviewed the request?	
Has proof of insurance been provided?	
Has Risk Management conducted a site visit?	

Requestor name: _____ Date: _____

Requestor signature: _____

Submit to Risk Management at olson69@uwm.edu for final approvals.

Risk Management Approval: _____

Risk Management to obtain Vice Chancellor approval: Approved Not Approved