

## University of Wisconsin-Madison

### STANDARD AFFILIATION AGREEMENT

This affiliation agreement ("Agreement") is entered into by \_\_\_\_\_, ("Facility") located at \_\_\_\_\_, and the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Madison, \_\_\_\_\_ School or College, Department of \_\_\_\_\_, \_\_\_\_\_ Program ("University") to provide practical learning and clinical experiences for the University's students and to establish and operate a Clinical Education Program at the Facility ("Program").

This Agreement shall become effective on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ and shall automatically renew on an annual basis unless terminated as provided by this Agreement.

#### I. General

1. The beginning and ending dates for the placement of each student ("Placement") in the Program will be mutually agreed upon in writing by the Facility and the University.
2. The number of students eligible to participate in the Program will be mutually agreed upon by the Facility and the University and may be altered by mutual agreement.
3. The University will place with the Facility only those students who have satisfactorily completed the prerequisite academic portion of the University's curriculum.
4. The Facility may:
  - a. cancel, by notice in writing to the University, the Placement of any student whose performance or conduct is unsatisfactory or whose health conditions interfere with the student's successful completion of his or her assignment at the Facility;
  - b. immediately suspend any student's Placement if the student's performance adversely affects the safety or welfare of the Facility's patients or clients.

Prior to cancellation of any student's Placement, the Facility shall notify the University, provide the student and the University with written justification for the Facility's proposed cancellation, consult with the University about the proposed cancellation, and make reasonable efforts with the University to resolve the matter.

5. The University and the Facility shall not discriminate with respect to race, color, sex, creed, national origin, disability, age, public assistance status, marital status, sexual orientation, and religion in their on-going practices.
6. The University and the Facility shall make reasonable accommodations to provide accessibility for students with disabilities. If a student requests an accommodation in his or her assignment to the Facility, the University will encourage the student to disclose directly to the Facility information in support of the student's request.
7. This Agreement does not create any third-party beneficiaries.
8. The University's personnel, faculty, and students are not eligible for coverage under the Facility's Workers' Compensation or Unemployment Compensation insurance programs. The University shall provide Workers' Compensation or Unemployment Compensation coverage as may be required by Wisconsin law. Neither the University nor the Facility shall compensate students for

their activities during their Placement. This paragraph does not extend Workers' Compensation or Unemployment Compensation coverage beyond the specific requirements of Wisconsin law.

9. The Facility shall send to the University a list of required immunizations and titers, special training, applicable deadlines, and other conditions of participation in the Program. The University shall inform students of the Facility's requirements. Students are responsible for providing to the Facility timely documentation of completion of all the Facility's requirements.
10. Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party.
11. The parties agree that any student placed at the Facility under this Agreement is considered a member of the Facility's "workforce," as defined in 42 C.F.R. 160.103, for the limited purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). The parties also agree that the University, its employees, and its students are not "business associates" of the Facility, as defined in 42 C.F.R. 160.103, for the limited purposes of HIPAA.
12. The parties agree that each party is and shall be solely responsible for any claim or damage resulting from its own negligence, acts, or omissions. This Agreement shall not be construed to require a party to indemnify any other party from its own negligence, acts, or omissions.
13. Either party shall have the right to terminate this Agreement for any reason on sixty days written notice to the other party. In the event of termination, the parties agree that any students placed at the Facility will be able to complete their activities in connection with the Program.

## II. Responsibilities of the University

1. The University shall send to the Facility a personal data form for each student placed with the Facility at least four (4) weeks before the commencement of each student's Placement. This form will include the dates on which each of the Facility's requirements was completed.
2. The University shall recommend hepatitis immunizations to each student and shall provide opportunities for training about:
  - a. bloodborne pathogens and universal precautions as required by OSHA;
  - b. HIPAA Privacy Rule requirements.
3. A University faculty member and a designee of the Facility shall coordinate the University's academic requirements with the Program activities of each student at the Facility.
4. The University shall notify each student that he or she is responsible for:
  - a. complying with the policies, procedures, standards, and practices of the Facility;
  - b. obtaining any uniforms required by the Facility;
  - c. providing his or her own transportation and living arrangements;
  - d. reporting for Program activities on time;
  - e. maintaining his or her own health records and providing his or her own health insurance coverage and documentation as required by the Facility;
  - f. complying with the policies, procedures, standards, and practices of the University;
  - g. granting the Facility a 30-day review prior to presenting or publishing any materials involving the student's activities at the Facility;
  - h. maintaining the confidentiality of patient or client records and information; and
  - i. wearing prominently, at all times when participating in activities under this Agreement, identification indicating that he/she is a student of the University of Wisconsin-Madison.

5. The University, as a unit within an agency of the State of Wisconsin, provides liability coverage for its students and faculty consistent with §895.46(1) of the Wisconsin Statutes. The University's students and faculty who participate in the activities resulting from this Agreement are agents and employees, respectively, of the State of Wisconsin, and while participating in such activities, are acting within the scope of their agency or employment. The liability coverage provided by the State of Wisconsin under Section 895.46(1) is self-funded, unlimited, and continuous. Such liability coverage includes, but is not limited to, claims, demands, losses, costs, damages and expenses of every kind and description (including death), or damage to persons or property arising out of Program activities at the Facility and founded upon or growing out of the negligent acts or omissions of any of the employees or agents of the University while acting within the scope of their employment or agency where protection is afforded by Section 895.46(1) of the Wisconsin Statutes.
6. During the term of this Agreement, the Board of Regents of the University of Wisconsin System agrees to hold harmless the Facility from any and all liability that is based on the negligent acts or omissions of its officers, employees, or agents for which they are liable under state or federal law while acting within the scope of their employment or agency consistent with sections 895.46(1) and 893.82 of the Wisconsin Statutes.

### III. Responsibilities of the Facility

1. The Facility shall provide a planned, supervised program of clinical experiences, as specified in writing to the University, for each student's Placement.
2. The Facility shall maintain complete records and reports on each student's performance, providing evaluations to the University on forms provided by the University.
3. In all cases, the Facility shall retain ultimate responsibility for the care of its patients or clients.
4. The Facility shall, on reasonable request, permit representatives of the University and academic accreditation agencies to inspect its facilities, the services made available for the Placement of students, student records, and other information relevant to the Program.
5. The Facility shall designate in writing to the University the name of the person responsible for the Facility's Program and shall also submit to the University the curriculum vitae of that person and of other professional staff participating in its Program. The Facility agrees to notify the University in writing of any change or proposed change in its designation of the person responsible for the Facility's Program, or of any other staff that may affect student Placements.
6. The Facility shall have primary responsibility for ensuring student compliance with the following responsibilities:
  - a. complying with the policies, procedures, standards, and practices of the Facility;
  - b. obtaining any uniforms required by the Facility; and
  - c. reporting for Program activities on time.

The University agrees to assist the Facility in achieving student compliance with the above responsibilities on request of the Facility.

7. The Facility shall, at the commencement of a student's Placement, provide the University's faculty and the student with a thorough orientation about the Facility's policies, procedures, standards and practices relevant to the student's Placement.
8. At regular intervals, as specified by the University, the Facility shall provide the University with an outline of the curriculum for the Facility's Program.

9. In the event a student is absent because of illness for more than three (3) days during the student's Placement, the Facility shall promptly arrange for the student to make up the lost time or shall inform the University that it is not able to do so.
10. Except for personal emergencies, the Facility shall not grant leaves of absence from regularly scheduled activities to students during their Placements without prior approval from the University.
11. The Facility shall promptly advise the Director, Office of Administrative Legal Services, University of Wisconsin-Madison, 361 Bascom Hall, 500 Lincoln Drive, Madison, Wisconsin 53706-1380, if it has any reason to believe a claim may exist against an officer, employee, or agent of the University in connection with any activities performed under this Agreement. Notification is for informational purposes only and shall not eliminate Facility's duty to follow the statutory claim procedure in section 893.82 of the Wisconsin Statutes prior to instituting a lawsuit.
12. The Facility, at its sole cost and expense, shall procure and maintain in full force and effect throughout the term of this Agreement such policies of comprehensive general and professional liability insurance as necessary to insure the Facility and its employees and agents against any claim or claims for damages occurring as the result of personal injuries or death occasioned directly or indirectly in connection with the performance of any service by the Facility and its employees and agents in connection with this Agreement. Upon the request of the other party to this Agreement, the Facility shall deliver copies of such policies to that party prior to or upon execution of this Agreement, and modifications, extensions or renewals of such policies prior to or upon each anniversary date of this Agreement. The Facility agrees to notify the other party to this Agreement immediately upon notification from an insurance carrier that a policy will be canceled.
13. The University may disclose information from a student's educational record, as appropriate, to personnel at the Facility who have a legitimate need to know in accordance with the Family Educational Rights and Privacy Act of 1974, as amended (20 U.S.C. 1232g; 34 CFR Part 99). The Facility hereby agrees that its personnel will use such information only in furtherance of the clinical education program for the student, and that the information will not be disclosed to any other party without notice to the School and with the student's prior written consent.

IV. Notices

Any notice required or permitted by this Agreement must be in writing and be delivered personally or sent by certified mail, return receipt requested and postage prepaid, to the following at the addresses indicated (unless otherwise specified):

IF TO UNIVERSITY: Debbie Bebeau, Clinical Instructor  
Occupational Therapy Program  
University of Wisconsin-Madison  
1300 University Avenue, Rm. 2165 MSC  
Madison, WI 53706-1532

IF TO FACILITY: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

V. Amendment

The parties to this Agreement agree to revise or modify it only by written amendment signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

**BOARD OF REGENTS OF  
THE UNIVERSITY OF WISCONSIN SYSTEM**

**FACILITY**

By: \_\_\_\_\_  
Darrell Bazzell  
Vice Chancellor  
University of Wisconsin-Madison

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Please Print.)

\_\_\_\_\_  
Title (Please Print)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Debbie Bebeau  
Clinical Instructor/Fieldwork Coordinator  
Occupational Therapy Program  
University of Wisconsin-Madison

Date: \_\_\_\_\_