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Affiliation Agreement

University of Wisconsin

School of Medicine and Public Health

This affiliation agreement (“Agreement”) is entered into by , ("Facility") located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **,** and the Board of Regents of the University of Wisconsin System, operating as the University of Wisconsin, School of Medicine and Public Health (“University”) to provide non-clinical, practical learning experiences for the University’s students (“Students”) at the Facility (“Program”).

This Agreement shall become effective on the date last signed below 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:
   1. immediately suspend any Student’s Placement if the Student’s performance adversely affects the safety or welfare of the Facility’s patients, clients, or staff;
   2. cancel, by notice in writing to the University, the Placement of any Student whose performance or conduct is unsatisfactory, or whose health conditions cannot be reasonably accommodated and preclude the Student's successful completion of his or her assignment at the Facility. 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 with respect to conduct under this Agreement.
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. 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. Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party.
10. 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 45 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 45 C.F.R. 160.103, for the limited purposes of HIPAA.
11. The parties agree that each party is and shall be solely responsible for any claim or damage resulting from its own negligent acts or omissions. This Agreement shall not be construed to require a party to indemnify any other party.
12. Either party shall have the right to terminate this Agreement for any reason on sixty (60) days’ written notice to the other party. In the event of termination, the parties agree that any Students placed at the Facility shall be permitted to complete their activities in connection with the Program.
13. This Agreement may be executed by electronic or facsimile means and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.
14. The parties to this Agreement agree to revise or modify it only by written amendment signed by both parties.
15. This document constitutes the entire agreement regarding the subject matter hereof between the parties and supercedes all prior agreements. No oral statements or prior written material not specifically incorporated herein shall be of any force or effect.
16. This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin and venue of any action related to this Agreement shall lie in Dane County, Wisconsin.

**II. Responsibilities of the University**

1. The University will retain ultimate direction, control, and responsibility over the education and assessment of its Students participating in the Program. 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.
2. The University shall send to the Facility, if requested, a personal data form for each Student placed with the Facility at least two (2) 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.
3. The University shall notify Students that they are responsible for:
   1. complying with the policies, procedures, standards, and practices of the Facility;
   2. obtaining any uniforms required by the Facility;
   3. providing their own transportation and living arrangements;
   4. reporting for Program activities on time;
   5. maintaining their own health records and providing their own health insurance coverage and documentation as required by the Facility;
   6. complying with the policies, procedures, standards, and practices of the University;
   7. granting the Facility a 30-day review prior to presenting or publishing any materials involving the Student’s activities at the Facility;
   8. maintaining the confidentiality of patient or client records and information; and
   9. when required, wearing prominently, at all times when participating in activities under this Agreement, identification indicating that they are Students of the University of Wisconsin-Madison.
4. 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) and 893.82(6) 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 §895.46(1) is self-funded and provides funding for claims, demands, losses, and damages 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 §895.46(1) of the Wisconsin Statutes.

**III. Responsibilities of the Facility**

1. The Facility shall designate in writing to the University the name of the person responsible for the Facility's 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.
2. The Facility’s and University’s designees shall develop a planned, supervised program of practical learning experiences, as specified in writing, for each Student’s Placement.
3. The Facility shall complete records and reports on each Student's performance, providing evaluations to the University on forms provided by the University.
4. In all cases, the Facility shall retain ultimate responsibility for the care of its patients or clients. While at Facility, Students will have the status of trainees; are not to replace Facility staff; and, are not to render direct patient care. All Student activities must have educational value and meet the goals of the Program.
5. 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.
6. The Facility shall have primary responsibility for ensuring Student compliance with the following responsibilities:
   1. complying with the policies, procedures, standards, and practices of the Facility;
   2. obtaining any uniforms required by the Facility; and
   3. 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.

1. The Facility shall, at the commencement of a Student's Placement, provide the University’s on-site faculty and the Student with a thorough orientation about the Facility's policies, procedures, standards and practices relevant to the Student’s Placement.
2. 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.
3. 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.
4. The Facility shall 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 while at the Facility, the Facility, upon notice of such incident from the Student, will provide such emergency care as is provided its employees. In the event that Facility does not have the resources to provide such emergency care, Facility will refer such Student to the nearest emergency facility. Neither the University nor the Facility shall bear financial responsibility for any charges generated.
5. The Facility shall promptly advise the Vice Chancellor for Legal Affairs, Office of Legal Affairs, 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 §893.82 of the Wisconsin Statutes prior to instituting a lawsuit.
6. 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 University, the Facility shall deliver copies of such policies to the University 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 University immediately upon notification from an insurance carrier that a policy will be canceled.
7. The Facility acknowledges that student education records may be protected by the Family Educational Rights and Privacy Act of 1974, as amended (20 U.S.C. 1232g; 34 CFR Part 99) (“FERPA”). The Facility hereby agrees that its personnel will use such information only in furtherance of the Program for the Student, and that the information will not be disclosed to any other party without written notice to the University and the Student's prior written consent. University agrees to provide the Facility with guidance with respect to FERPA.

**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: Elizabeth Petty, MD

Senior Associate Dean of Academic Affairs

c/o Contracts Coordinator

750 Highland Avenue

Madison, WI  53705

608-265-4811, affiliationagreements@med.wisc.edu

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

**BOARD OF REGENTS OF THE**

**UNIVERSITY OF WISCONSIN SYSTEM:**

By:

Kenneth Mount

Senior Associate Dean for Finance

Date:

**FACILITY**:

By:

Signature

Name (Please type or print)

Title

Date: