

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-Stevens Point, (the "University").

1.1.2. The Facility. Name and complete address of the facility here, (the "Facility").

1.2. Recitals. In consideration of the mutual benefits to the respective parties, the University and the Facility agree to the terms set forth below by which any and all schools or colleges of the University may enter into a field or clinical education placement program with the Facility (a "Program").

SECTION 2. TERM OF AGREEMENT.

2.1. Term & Renewal. The Agreement shall become effective on the 1st day of August, 2021 and shall automatically renew on each August 1, for an additional year, unless terminated as provided by this 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.

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," or a "Service Learning Contract" which will include the following:

3.2.1. A discussion of program concepts.

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.

3.2.5. 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 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.

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 race, color, national origin, ancestry, creed, religion, sex, sexual orientation, marital status, pregnancy, parental status, physical condition, handicap, developmental or other disability.

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. To the extent permitted by law, the Facility and the University will indemnify their own employees, officers, and agents against liability for damages arising out of their activities while acting within the scope of their respective employment or agency, either by providing insurance or for political subdivisions of the State of Wisconsin pursuant to §§ 893.82 and 895.46.

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.

SECTION 7. GOVERNING LAW. This agreement shall be construed and governed by the laws of the State of Wisconsin.

UWS Form RM-105

CAREGIVER AFFILIATION AGREEMENT ADDENDUM

SECTION 8. ADDENDUM

8.1. Parties. This Caregiver Affiliation Agreement Addendum is between both of the following:

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

8.1.2. The Facility. Name and complete address of facility here, (the "Facility").

8.2. Recitals. In consideration of the mutual benefits to the respective parties, the University and the Facility agree to the terms set forth below by which any and all schools or colleges of the University may enter into a healthcare-related field or clinical education placement program with the Facility (a "Program").

SECTION 9. HUMAN SUBJECT PROTECTION. The Facility will satisfy the provisions contained in 45 C.F.R. Part 46, existing for the protection of human subjects, (*to the extent that such regulations are applicable*) to the respective program involved.

SECTION 10. CAREGIVER BACKGROUND CHECKS. The University shall conduct a caregiver background check in accordance with the Caregiver Background Check statutes (Wis. Stat. §§ 48.685 and 50.065) and regulations (Wis. Admin. Code ch. DHS 12) for the University's students who have or are expected to have regular, direct contact with Facility's clients.

10.1. Background Information Disclosure Forms.

10.1.1. The University shall maintain completed Background Information Disclosure (“BID”) forms for those students, as well as the information that results from caregiver background checks.

10.1.2. The University will retain the BID form and caregiver background check results for inspection by the Department of Health Services.

10.1.3. As required by the relevant regulations, the University agrees to notify the Facility of any information contained on a BID form and/or caregiver background check results about a student that could bar that student from regular, direct contact.

10.2. Determination on Student/Client Contact.

10.2.1. The Facility shall make the final determination whether a student may have regular, direct contact with the Facility’s clients.

10.2.2. Nevertheless, the Facility shall consult with the appropriate University official before barring any such student from regular, direct contact with the Facility’s clients.

10.2.3. If the Facility determines a student may not have regular, direct contact with the Facility’s clients, the University agrees not to permit that student to begin participation, or to continue participation that was properly allowed pending the results of the caregiver background check for up to sixty (60) days, in the program created by this Agreement.

SECTION 11. CAREGIVER MISCONDUCT. The University agrees to inform the Facility of allegations of caregiver misconduct as defined in Wis. Admin. Code ch. DHS 13 that come to the University’s attention.

SECTION 12. CONFLICT. If the accompanying Affiliation Agreement or an Accepted Program Memorandum is construed to be inconsistent in any manner with this Addendum, the terms of this Addendum shall apply.

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