

Appendix B: University Affiliation Agreement

AFFILIATION AGREEMENT
Between the Board of Regents of the UW System
On Behalf of the
COLLABORATIVE MASTER OF SOCIAL WORK PROGRAM
(UW Green Bay and UW Oshkosh)
for Field Placement of Students

This Agreement is between the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin Green Bay and the University of Wisconsin Oshkosh (hereinafter referred to as “Universities”) and (hereinafter referred to as “Field Agency”).

In consideration of the mutual benefits to the respective parties, the Universities and the Field Agency agree to the terms set forth below.

THE UNIVERSITIES AGREE:

1. That each school or college of the Universities wishing to participate in a clinical education placement program with the Field Agency will provide the Field Agency with a Program Memorandum, detailing the academic content of the proposed program. Upon acceptance of this Program Memorandum as provided hereafter, it shall become a part of this agreement and shall be incorporated by reference. The Program Memorandum will include discussion of program concepts; the controls which the University and the Field Agency may exercise or are required to exercise; the rights of the Field Agency to review the Universities’ program; the number of students to be assigned, the academic qualifications and the schedule of those students; and any other matters pertaining to the specific program content proposed by the departments; and
2. To provide the Field Agency with a listing of students who will be participating at that Field Agency in the program and to update that listing periodically.

THE FIELD AGENCY AGREES:

1. To review any Program Memorandum concerning a clinical education program submitted by a school or college of the Universities. Upon review, the Field Agency will notify the schools or colleges of its acceptance or rejection of the academic program proposal; and
2. Not to accept students as participants in the program unless the student is certified as a program participant in writing by the appropriate coordinator of the particular Universities, schools or colleges.

THE UNIVERSITIES AND THE FIELD AGENCY JOINTLY AGREE:

1. The parties shall not discriminate in their training or education of any person or in the conditions of training or education or in other actions taken as a result of this Agreement by reason of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin. Each party will make reasonable accommodations to assure accessibility to training programs for persons with disabilities:
2. That during the term of this Agreement, the State will indemnify the Universities employees, officers, and agents (students in required training, a credit program, or for graduation) against liability for damages arising out of their activities while acting within the scope of their respective employment or agency, pursuant to §895.46(1) and §893.82, Stats.;
3. That the Field Agency will indemnify its employees, officers and agents against liability for damages arising out of their activities while acting within the scope of their respective employment or agency;
4. By executing this agreement, neither the Universities nor the Field Agency waives any constitutional, statutory or common law defenses, nor shall the provisions of agreement create any rights in any third party;
5. This agreement shall be construed and governed by the laws of the State of Wisconsin.
6. To maintain any student's educational records in a confidential manner as respects state and federal law;
7. For purposes of compliance with the Health Insurance Portability and Accountability Act and associated privacy regulations (HIPAA), students shall be considered part of the Field Agency's "work force" as that term is defined in HIPAA to include trainees and students. Students are not considered work force or employees of the Field Agency for other purposes, including but not limited to, tax or employment law. The Field Agency shall provide the necessary training specific to HIPAA. The Universities agree to advise all students of the importance of complying with all relevant state and federal confidentiality laws, including HIPAA, and with the Field Agency's policies and procedures relating to HIPAA; and
8. Caregiver background checks shall be conducted as per the attached addendum.

TERM OF AGREEMENT:

This agreement shall be for a term from September 1, 2013 – August 31, 2016.

Program Memoranda presented by the Universities and accepted by the Field Agency shall be for a term of three years. They may be renewed upon mutual agreement. Such Program Memoranda do not require the further approval of either party provided they contain provisions relating solely to program arrangements and content.

All such Program Memoranda must be approved by the respective departments, schools or colleges within the Universities. Such Memoranda shall be incorporated by reference and become a part of this agreement if not inconsistent in any manner with this agreement.

FOR THE BOARD OF REGENTS OF THE
UNIVERSITY OF WISCONSIN SYSTEM:

FOR THE FIELD AGENCY:

Thomas Sonnleitner Date
Vice Chancellor for
Administrative Services
University of Wisconsin Oshkosh

Signature of Authorized Official

Date

AND

Name (please print)

Christopher Paquet Date
Rick Manager and Contracting Officer
University of Wisconsin Green Bay

ADDENDUM:
Caregiver Background Checks
on University of Wisconsin Students

The University shall conduct a caregiver background check in accordance with the Caregiver Background Check statutes (Wis. Stats. §48.685 and §50.065) and regulations (Wis. Admin. Code Ch. HFS 12) for University students who have or are expected to have regular, direct contact with the Field Agency's clients. The University shall maintain completed Background Information Disclosure (BID) forms for those students, as well as the information that results from caregiver background checks. The University will retain the BID form and caregiver background check results for inspection by the Department of Health and Family Services and .

The University agrees to notify The Field Agency of any information contained on a BID form and/or caregiver background check results about a student that could bar, as that phrase is defined by the relevant regulations, that student from regular, direct contact, as that phrase is defined by the relevant regulations, with the Field Agency's clients.

The Field Agency shall make the final determination whether a student may have regular, direct contact with the Field Agency's clients. Nevertheless, The Field Agency shall consult with the appropriate University official before barring any such student from regular, direct contact with The Field Agency's clients. If the Field Agency determines a student may not have regular, direct contact with the Field Agency'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 60 days, in the program created by this Agreement.

The University agrees to inform the Field Agency of allegations of caregiver misconduct as defined in Wis. Admin. Code Ch. HFS 13 that come to the University's attention.

[Note: Background checks are completed at time of acceptance to the MSW Program.]