MASTER AFFILIATION AND CAREGIVER AGREEMENT

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, (the "University")

1.1.2. The Facility. ONEIDA COUNTY, (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. This agreement shall be for a term of five (5) years, commencing January 1, 2023, and may be renewed upon mutual written agreement.

2.2. Termination.

2.2.1. This agreement may be terminated solely by written notice, 60-days in advance, by either party to the designated agent of the other.

2.2.2. Facility may terminate this Agreement in whole or in part without penalty, and without advance notice at any time due to non-appropriation of necessary funds by the Oneida County Board, the State of Wisconsin, or the Federal Government.

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," which may 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.

3.3.5. No Accepted Program Memorandum. If the University and the Facility cannot negotiate a mutually agreeable program memorandum in good faith under this section, no placement shall occur.

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.

3.5. Protection of Human Subjects.

3.5.1. The Facility agrees to satisfy the provisions contained in 45 CFR 46, existing for the protection of human subjects, to the extent that such regulations are applicable to the respective program involved.

3.5.2. The University regulations are found at the University's websites and the University will make its institutional review board available to the Facility for consultative purposes

SECTION 4. PLACEMENT OF STUDENTS.

4.1. List.

4.1.1. The University will provide the Facility with a listing of students who will be participating under the program and will update that listing periodically.

4.1.2. Students shall be placed with either the Oneida County Health Department, or the Oneida County Department of Social Services, as appropriate.

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.

4.3. Additional Placements. Subject to the limitations in SECTION 5 of this Agreement, Facility shall have the right to reject any or all students as interns, at its sole discretion.

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 the students' race, color, creed, religion, sex, national origin, physical or mental disability, age, sexual orientation, pregnancy, marital status, parental status nor status as a U.S. military veteran per federal guidelines 41 C.F.R. 60-300.5(a) and 41 C.F.R. 60-741.5(a.).

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.

6.1.1. The liability of the University and the Facility are governed and limited by Wis. Stat. §§ 345.05, 893.80, 893.82 and 895.46 and by other laws.

6.1.2. It is agreed by the parties that nothing in this Agreement, including but not limited to indemnification and hold harmless clauses, shall in any way constitute a waiver or estoppel of any party or its insurer, of its right to rely upon the limitations, defenses, privileges, limitations of liability or immunities contained within U.S. and Wisconsin law, including, but not limited to their constitutions, statutes, regulations and common law and available to Wisconsin states and counties, including but not limited to those named above.

6.1.3. To the extent that indemnification is available and enforceable any party or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for claims against counties established by Wisconsin law.

6.2. Indemnification & Hold Harmless.

6.2.1. To the fullest extent permitted by law, the University will indemnify its 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.

6.2.2. To the fullest extent permitted by law, the University will hold the Facility, its officers, employees, and agents harmless from and against any and all claims, demands, actions, or causes of action of any sort which may result from participation in any activity authorized by this agreement and a program memorandum approved hereunder.

6.3. Students. To the fullest extent permitted and required by law, including Wis. Stat. § 895.46, the University will indemnify students in a training program for credit required for graduation.

6.4. No Waiver. The provisions of this Agreement shall not create any rights in any third party.

6.5. Workers Compensation Insurance. The University shall maintain-Worker's Compensation Insurance under Wis. Stat. § 102.08.

SECTION 7. CAREGIVER BACKGROUND CHECKS. For students placed with the Oneida County Health Department, 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.

7.1. Background Information Disclosure Forms.

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

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

7.1.3. 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.

7.2. Determination on Student/Client Contact.

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

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

7.2.3. 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.

7.2.4. Notwithstanding the foregoing subsections of this section 7, Facility shall have the sole right to decide the time and manner of contact by the student with Facility's clients.

SECTION 8. **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 9. **CONFLICT.** If an Accepted Program Memorandum is construed to be inconsistent in any manner with this Agreement, the terms of this Agreement shall apply.

SECTION 10. ***Governing Law, Jurisdiction and Venue.***

10.1. This Agreement shall be construed and interpreted in accordance with the laws of the State of Wisconsin, without giving effect to any choice or conflict of laws provision or rule, whether of the State of Wisconsin or any other jurisdiction, that would cause the application of laws of any jurisdiction other than those of the State of Wisconsin.

10.2. The parties hereby irrevocably submit to the jurisdiction of the state courts of the State of Wisconsin for the purpose of any suit, action or other proceeding arising out of or based upon this Agreement.

10.3. To the extent permitted by law, the parties further agree that any legal action relating to this Agreement shall be tried to a court, rather than a jury, and both parties agree to take all action necessary to waive any right to have such action tried to a jury.

SECTION 11. This section intentionally left blank.

SECTION 12. ***Supervision.*** All students who intern under this Agreement shall be supervised by ~~the~~ Oneida County, shall follow all rules of ~~the~~ Oneida County, and shall comply with all applicable laws and regulations.

SECTION 13. ***Prior Training.*** The University represents that by recommending a student to the Facility to participate in a training opportunity hereunder that it is representing that the student is capable of performing the assigned duties under the program memorandum with the supervision described therein.

SECTION 14. ***Separate Contract with Interns***. As a condition on participation, University will require any student participating in a program governed by this agreement to sign the attached internship agreement, which is incorporated herein.

SECTION 15. This section intentionally left blank.

SECTION 16. ***At Will Relationship.***

16.1. Internships with Facility under this Agreement are voluntarily entered into, and the interns are free to resign at any time, with or without cause.

16.2. Similarly, Facility may terminate the internship relationship at any time, with notice to University or ~~without notice or cause~~ if the Student has violated provisions of this Agreement, with notice to the University in a reasonably prompt manner thereafter.

16.3. Neither this Agreement, nor any code, policy, or employee handbook of the Facility are intended to create a relationship, other than an at will relationship between the Intern and the Facility.

SECTION 17. This section intentionally left blank.

SECTION 18. ***Training.*** Interns shall, as part of their duties, undergo, at no expense to intern, any training deemed necessary by the head of the Facility Department with which s/he is interning.

SECTION 19. ***Background Checks.*** Facility shall be free to conduct background checks on interns, as it sees fit, and may, based on such checks, or for other reasonable cause, reject or terminate any or all students from participation.

SECTION 20. ***Non-Exclusivity.*** Nothing herein shall restrict Facility from contracting with any other educational institution for similar programs to that identified in this Agreement.

SECTION 21. ***Multiple Originals.*** This Agreement may be executed in multiple originals, each of which, together shall constitute a single contract.

SECTION 22. ***Integration.***

22.1. This Agreement represents the entire and integrated contract between the parties.

22.2. It supersedes all prior and contemporaneous communications, representations and agreements, whether oral or written, relating to the subject matter of unpaid internships, including any agreements between individual UW institutions and Oneida County.

22.3. Nothing in this agreement will be construed to apply to paid internships operated subject to an agreement between any department or subdivision of Oneida County and any institution or operating unit of the UW System.

SECTION 23. ***Captions.*** Captions in this Agreement are used for convenience only and shall not be used in interpreting or construing this Agreement.

SECTION 24. ***No Construction Against Either Party.*** This Agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel and shall not be construed against either party.

SECTION 25. ***Compliance with Laws.*** The parties agree to comply with all applicable Federal, State and local codes, regulations, standards, ordinances, and other laws.

SECTION 26. ***Severability.***

26.1. The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement.

26.2. Any void provision shall be deemed severed from this Agreement and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void.

26.3. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

26.4. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

SECTION 27. ***Survival.*** The representations and covenants of this Contract shall survive completion of the Services under this contract or any termination of this contract.

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MASTER AFFILIATION AND CAREGIVER AGREEMENT

For the BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM (the "University"):

_____

Signature of Johannes J. Britz, Interim Senior Vice President for Academic and Student Affairs Date

For ONEIDA COUNTY (the "Facility"):

Scott Holewinski 1/4/2023

Signature of Scott Holewinski, Chair, Oneida County Board of Supervisors Date

Bob Thome

Signer ID: OTP0VKITL7...

Signature of Bob Thome, Chair, Oneida County Social Services Date

Tom Kelly 1/4/23

Signature of Tom Kelly, Chair, Oneida County Board of Health Date

Office of Oneida County Corporation Counsel

Assigned to: Andrew C. Kaffan

Signature: _____

Date: 1-3-2023

[This stamp indicates that the contract was provided to Corporation Counsel Office for review. Corporation Counsel Office has not necessarily approved the terms contained herein. For information on legal opinions and recommendations please refer to the file in the Corporation Counsel Office.]

Signature Certificate

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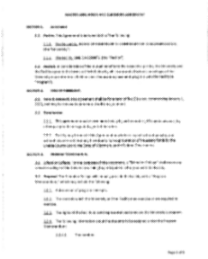

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Bob Thome

Signer ID :OTP0VKITL7...

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