



**UPHAM WOODS OUTDOOR  
LEARNING CENTER  
FACILITY USE AND PROGRAM  
FACILITATION AGREEMENT**



**Visit Information**

**Today's Date:** Please read, sign, and return this agreement and addendum by:

**Organization Name:**

**Approved Dates:**

**Arrival Time\*:**

**Departure Time\*:**

*\*Note to overnight programs: If departure time does not mirror the arrival time -3 hours, a half-day or day-use fee may be assessed.*

**A deposit of: is due by: to reserve your dates.**

*The deposit is non-refundable and will be credited to your bill, except in case of cancellation.*

**Main Contact Name:**

**Billing Contact Name:**

**Main Contact Address:**

**Billing Contact Address:**

**Main Contact Phone:**

**Billing Contact Phone:**

**Main Contact Email:**

**Billing Contact Email:**

**Programming and Lodging Information**

**Estimated Participation Number:**

**Your Program Coordination Form is due:**

In this form you will provide us with an updated number of attendees (youth and adult), programming requests, and accommodation requests for Upham Woods to incorporate into your visit schedule.

**You may update participant number via email until:**

At that time, this number becomes your Guaranteed Number. You will be charged for the facility and programming needs provided for your Guaranteed Number or actual spaces utilized, whichever is greater. Note that large increases in numbers that change the number of educational staff provided are subject to staffing availability after submission of your Program Coordination Form; an upper limit for capacity may be provided during schedule development.

**Food Service Information**

**Food Service Number:**

**Your Food Service Agreement form is due:**

The Food Service Agreement lists the number of individuals for each meal. Food service will use this number to schedule kitchen staff and plan food supply purchases for each of your meals.

**You may update your food service number via email until:**

At that time, this number becomes your Guaranteed Food Service Count. You will be charged for the number of meals served or this Guaranteed Food Service Count, whichever is greater. An increase of greater than 5% above the guaranteed number is only permitted if the change is made at least 14 days prior to arrival. Your "Food Service Agreement" form is considered part of this contract. Food service is provided for groups of 15-150. Groups under 15 will be charged for 15 if their group is the only group in camp using food service.

<b>Programming &amp; Use Rates:</b>	
<b>Use Type</b>	<b>Rate</b>
Youth Conservation Day	\$10.00
Small Conference (1/2 day Gov.)	\$220

Fees: Programming & Lodging						
Use/Lodging Type	Rate	# of guests/rooms	# of day/nights		Subtotal	Notes
				=		
				=		
				=		
				=		
				=		
<b>Programming &amp; Lodging Fees Subtotal</b>				=		

Fees: Food Service						
Meal	Rate	# of People	# of Meals	=	Subtotal	Notes
Breakfast				=		
Lunch				=		
Dinner				=		
				=		
				=		
<b>Food Service Subtotal</b>				=		

<b>Estimated Total Charges</b>				=		
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**CANCELLATION**

Cancellation 61 or more days before arrival date will result in the loss of deposit, rescheduling options may be available to retain deposit.

Cancellation 60 to 31 calendar days prior to your arrival date will result in the loss of the entire deposit and a fee equaling 20% of the estimated programming & lodging charge which equals \_\_\_\_\_.

Cancellation 30 to 15 calendar days prior to your arrival date will result in the loss of the entire deposit and result in a fee equaling 35% of the estimated programming & lodging charge which equals \_\_\_\_\_.

Cancellation 14 calendar days or less prior to your arrival date will result in the loss of the entire deposit and a fee equaling 50% of the estimate total charges equaling: \_\_\_\_\_.

**DECLARED HEALTH EMERGENCY**

If a state, local or national health emergency is declared by an official agency or health department, Upham Woods reserves the right to implement and enforce certain policies to mitigate the health risk to participants, including but not limited to facility capacity restrictions, requiring additional group-provided health staff and post-visit sanitation. Due to increased costs of operation under health emergency restrictions, organized user groups may see a change to the per person user rate, as necessary. If cancellation is required due to the declared health emergency, deposit refunds or rollover options will be made available.

**HEALTH AND ACCIDENT INSURANCE**

It is understood that Upham Woods offers no health or accident insurance for any participant. It is the responsibility of the visiting group and/or participants to have their own coverage.

**POLICIES AND PROCEDURES**

By signing this contract, the visiting group attests that it has read Upham Woods Outdoor Learning Center’s Regulations Governing Upham Woods and agrees to abide by these stated policies and procedures.

Programming led and designed by the visiting group is subject to approval and must be led in a way that abides by all Regulations governing Upham Woods. The visiting group is responsible for the safety of all group member participating in group-led and designed activities.

**3RD PARTY ADDENDUM FOR YOUTH PROTECTION**

You must review and sign the attached addendum and return with this agreement.

<b>ACCEPTANCE OF TERMS</b>	
I have read and understand the above terms and conditions in this Facility and Program Facilitation Agreement and agree to abide by these terms and conditions.	
<b>Printed Name of Authorized Representative:</b> _____	
<b>Email Address of Authorized Representative:</b> _____	
<b>Signature of Authorized Representative:</b> _____	<b>Date:</b> _____

## Youth Protection Addendum for COMMUTER THIRD-PARTY YOUTH ACTIVITIES

This ADDENDUM sets additional terms related to COMMUTER THIRD-PARTY YOUTH ACTIVITIES between the University of Wisconsin-Madison, Division of Extension on behalf of Upham Woods Outdoor Learning Center (UPHAM WOODS) and the organization listed below, subsequently referred to as the THIRD PARTY. A COMMUTER THIRD-PARTY YOUTH ACTIVITY is an event, operation, endeavor, or activity intended for participation of minors that is organized and operated by a THIRD PARTY and takes place at Upham Woods. Minors must not be permitted to reside in facilities, such as dormitories, that are owned or operated by University of Wisconsin-Madison, Division of Extension on behalf of Upham Woods Outdoor Learning Center (UPHAM WOODS) overnight as part of a COMMUTER THIRD-PARTY YOUTH ACTIVITY.

### Third-Party Youth Activity Information

Organization name: \_\_\_\_\_

Organization address: \_\_\_\_\_

Website: \_\_\_\_\_

Name of third-party contact person: \_\_\_\_\_

Telephone number: \_\_\_\_\_ Email: \_\_\_\_\_

Activity dates: \_\_\_\_\_

Primary location: Upham Woods Outdoor Learning Center, N194 County Rd N, Wisconsin Dells, WI 53965

*The undersigned hereby certifies that s/he is an authorized representative of the THIRD PARTY, and that the THIRD PARTY understands and agrees to abide by the requirements outlined below for operating a THIRD-PARTY YOUTH ACTIVITY at UW-Madison.*

Printed name: Jacqueline Peyer

Signature:  \_\_\_\_\_

Date: 04/22/26

### Authorizing Unit (Information below to be completed by UW-Madison)

Name of authorizing unit at UW-Madison: Upham Woods Outdoor Learning Center

Name of authorizing unit contact at UPHAM WOODS: Molly Silva

## Youth Protection Requirements

THIRD PARTIES offering COMMUTER THIRD-PARTY YOUTH ACTIVITIES at the University of Wisconsin-Madison (UW-Madison) campus in Madison, Wisconsin, or on other property owned, rented, or managed by UW-Madison throughout Wisconsin, must maintain minimum youth protection standards as outlined in the ADDENDUM below. Failure to comply with these requirements may result in contract termination along with associated financial and legal liability. Violations may also result in THIRD PARTIES being prohibited from engaging in future activities at UW-Madison and other Universities of Wisconsin institutions.

1. **All COMMUTER THIRD-PARTY YOUTH ACTIVITIES must comply with relevant UW-Madison and Universities of Wisconsin policies and procedures and relevant state and federal law.** Relevant policies include, but are not limited to, [UW-1045 Youth Protection](#); [UW-146 Sexual Harassment and Sexual Violence](#); [Regent Policy Document 14-6 Discrimination, Harassment, and Retaliation](#); and [UW-6009 Inclusive Facilities Policy and Procedures for All Buildings](#).
2. **Conduct that violates the law, university policy, or UW System policy is not tolerated in COMMUTER THIRD-PARTY YOUTH ACTIVITIES.** Prohibited conduct includes, but is not limited to, bullying, child abuse, child sexual abuse, discrimination, emotional abuse, grooming, harassment, hazing, inappropriate use of technology, indecent exposure, neglect, physical abuse, sexual assault, sexual exploitation, sexual harassment, stalking, manufacture of methamphetamines around a child, and other illegal activities. (See [UW-1045 Youth Protection](#); [UW-146 Sexual Harassment and Sexual Violence](#); [Regent Policy Document 14-6 Discrimination, Harassment, and Retaliation](#); [Wis. Stat. § 48 Children's Code](#); and [Wis. Stat. § 948 Crimes Against Children](#) for examples of prohibited behavior.)
3. **Record Retention:** All records of compliance with this ADDENDUM must be maintained by the THIRD PARTY for a minimum of seven years following the conclusion of the contract period. All compliance information is subject to audit by UW-Madison within this seven-year period. An official request for information outside of the audit process may also be made for business purposes (e.g., liability claims) during the seven-year period by the Office of Youth Protection or the Office of Legal Affairs.
4. **Records of STAFF and YOUTH PARTICIPANTS:**
  - a. All THIRD PARTIES offering COMMUTER THIRD-PARTY YOUTH ACTIVITIES must collect and retain the following information for all STAFF (STAFF include adults employed, contracted, volunteering, or otherwise engaged in the operations of the COMMUTER THIRD-PARTY YOUTH ACTIVITY on behalf of the THIRD PARTY).
    - i. Name
    - ii. Contact information
    - iii. Completion dates of screening and training requirements
    - iv. Name and contact information for vendors conducting screening or training
  - b. THIRD PARTIES providing custodial care (the temporary responsibility for supervision, care, and/or control of minors) of YOUTH PARTICIPANTS (individuals who are registered, enrolled, or engaging in a COMMUTER THIRD-PARTY YOUTH ACTIVITY as participants) must, at minimum, collect and maintain the following information for each YOUTH PARTICIPANT in the COMMUTER THIRD-PARTY YOUTH ACTIVITY. These records must be maintained by the THIRD PARTY for a minimum of seven years following the conclusion of the contract period.
    - i. Name
    - ii. Contact information (e.g., telephone, email)
    - iii. Emergency contact information (e.g., name, relationship to YOUTH PARTICIPANT, telephone number)
5. **Screening**
  - a. The THIRD PARTY must ensure all STAFF pass a criminal background check prior to the start of the COMMUTER THIRD-PARTY YOUTH ACTIVITY.

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- i. Criminal background checks must be conducted on each STAFF member by the THIRD-PARTY within the two-year period immediately prior to the start of the COMMUTER THIRD-PARTY YOUTH ACTIVITY, assuming that there has been no break in service. Criminal background checks must be conducted annually on staff members with breaks in service (e.g., a staff member who only works for the THIRD-PARTY during the summer months would have a break in service).
- b. Criminal background checks must meet minimum standards found in [UW-5014 Criminal Background Checks](#) as outlined below.
  - i. Social security number validation
  - ii. Check of convictions and pending charges through the Wisconsin Circuit Court
  - iii. Check of criminal convictions in counties of residence outside of Wisconsin
  - iv. National Sex Offender Registry check
  - v. National criminal background check database check
- c. At minimum, THIRD PARTIES must prohibit individuals who have records or current charges associated with the following crimes from serving in the COMMUTER THIRD-PARTY YOUTH ACTIVITY:
  - i. violent crimes against persons or animals,
  - ii. crimes against nature where children are affected,
  - iii. crimes involving children as victims, and/or
  - iv. possession or facilitation of child pornography.
- d. THIRD PARTIES must also prohibit individuals from serving in the COMMUTER THIRD-PARTY YOUTH ACTIVITY if they are known to:
  - i. have engaged in any sexual violence or sexual harassment,
  - ii. be under current investigation for involvement in sexual violence or sexual harassment, or
  - iii. have left prior employment during an active investigation of allegations of sexual violence or sexual harassment that were made against them.

**6. Training:** All STAFF who will interact with YOUTH PARTICIPANTS as part of the COMMUTER THIRD-PARTY YOUTH ACTIVITY must receive training on:

- a. UW-Madison’s THIRD-PARTY YOUTH ACTIVITY Incident Reporting Requirements document.
- b. Supervision standards as outlined in Section 7 and emergency response procedures (see Section 10).

**7. Supervision requirements:**

- a. THIRD PARTIES providing custodial care for YOUTH PARTICIPANTS, including field trips associated with these activities, are responsible for maintaining supervision ratios outlined below throughout the duration of the COMMUTER THIRD-PARTY YOUTH ACTIVITY. STAFF (all STAFF must be adults; 18 years of age or older and a minimum of two years older than the YOUTH PARTICIPANTS they supervise) to YOUTH PARTICIPANT ratios are as follows:

<b>Age of YOUTH PARTICIPANTS</b>	<b>Supervision Ratio (STAFF: YOUTH PARTICIPANT)</b>
In all situations Ages 6 and under	1 STAFF member to every 4 YOUTH PARTICIPANTS (or fraction thereof)
In all situations Ages 7 and above	1 STAFF member to every 10 YOUTH PARTICIPANTS (or fraction thereof)

- i. A minimum of one supervising STAFF member is required with each youth participant group during programs, another STAFF member must be reachable via cell phone and respond in-person within five minutes if assistance is needed.
- ii. A minimum of two STAFF members are required to accompany YOUTH PARTICIPANTS on all field trips; ratios referenced above must also be maintained.
- b. All interactions between STAFF and YOUTH PARTICIPANTS in COMMUTER THIRD-PARTY YOUTH ACTIVITIES, including online interactions, must be observable and interruptible. One-on-one contact between STAFF and YOUTH PARTICIPANTS is prohibited except as outlined below:
  - i. There is a familial relationship between the STAFF and YOUTH PARTICIPANT.

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- ii. One-on-one tutoring occurs in an instructional or research setting/activity or other learning experience where one-on-one interaction (e.g., music lessons) is required for an educational program.
      1. Interactions must remain observable and interruptible at all times.
      2. Parents/guardians must be informed that program design will include one-on-one interactions.
    - iii. An emergency warrants it, such as when one STAFF member accompanies a YOUTH PARTICIPANT to the emergency room, is summoning law enforcement, or is searching for a missing YOUTH PARTICIPANT.
  - c. Additional prohibited conduct (identified in [UW-1045 Youth Protection](#)) for all COMMUTER THIRD-PARTY YOUTH ACTIVITIES includes:
    - i. Infringement on the privacy of YOUTH PARTICIPANTS in situations where they are changing clothes or taking showers, except in situations when a health or safety exception is necessary and appropriate;
    - ii. STAFF showering, bathing, or undressing with or in the presence of YOUTH PARTICIPANTS;
    - iii. Photographing or recording in shower houses, restrooms, locker rooms, or other areas where privacy is expected by YOUTH PARTICIPANTS; and
    - iv. Consumption of alcohol or illegal drugs.
  - d. THIRD PARTIES offering COMMUTER THIRD-PARTY YOUTH ACTIVITIES where a separate organization (e.g., a different nonprofit, school, or other organization) is responsible for custodial care of the YOUTH PARTICIPANTS during all or part of the COMMUTER THIRD-PARTY YOUTH ACTIVITY must set expectations in writing regarding supervision with the organization responsible for custodial care as outlined below. THIRD PARTIES are required to retain these records as noted in Section 3. A representative of the organization responsible for custodial care must agree (in writing) to:
    - i. Maintain custodial care of YOUTH PARTICIPANTS throughout the duration of the COMMUTER THIRD-PARTY YOUTH ACTIVITY (or as the activity warrants). This includes taking responsibility for the behavior of YOUTH PARTICIPANTS during this time period.
      1. All adults responsible for the custodial care of YOUTH PARTICIPANTS must abide by university supervision standards, which prohibit one-on-one interactions and includes the requirement that interactions with YOUTH PARTICIPANTS be observable and interruptible.
      2. COMMUTER THIRD-PARTY YOUTH ACTIVITY STAFF and UW-Madison have the right to end youth activities early if inappropriate behavior occurs.
    - ii. Conduct background checks on all adults responsible for the custodial care of minors prior to start of the COMMUTER THIRD-PARTY YOUTH ACTIVITY.
    - iii. Maintain supervision ratios as reflected in Section 7(a) at all times.
    - iv. Secure permission from parents or guardians for all minors in attendance prior to the start of the COMMUTER THIRD-PARTY YOUTH ACTIVITY.
- 8. Requirements concerning other governing authorities:** When applicable, observance of additional youth protection requirements set by relevant bodies (e.g., NCAA, U.S. Center for SafeSport) is required.
- 9. Reporting requirements:**
  - a. In emergency situations where an individual is in immediate danger, COMMUTER THIRD-PARTY YOUTH ACTIVITY STAFF must contact emergency services (e.g., call 911).
  - b. All COMMUTER THIRD-PARTY YOUTH ACTIVITY STAFF are also required to monitor and report abuse, accidents, and other concerns according to UW-Madison's THIRD-PARTY YOUTH ACTIVITY Incident Reporting Requirements document. This includes, but is not limited to, reporting:
    - i. Any suspected physical abuse, neglect, or sexual abuse;
    - ii. Sexual harassment or sexual violence;
    - iii. Incidents resulting in serious harm, requiring professional medical attention, including treatment

beyond basic first aid, and near misses that could have resulted in serious harm to persons or property; and

- iv. Incidents of illegal or unauthorized drug use.

**10. Emergency Preparedness:** THIRD PARTIES offering COMMUTER THIRD-PARTY YOUTH ACTIVITIES must abide by established emergency protocols provided by the contracted facility or facilities and have a written emergency response plan that includes protocols to address:

- a. Fire
- b. Severe weather and a power outage, including identifying a designated shelter (shelters are designated throughout the University)
- c. Lost or missing YOUTH PARTICIPANT
- d. Infectious disease outbreaks (e.g., measles, COVID, flu)
- e. Lost swimmer
- f. Other higher-risk activities (when approved)

**11. Food Preparation and Services:**

- a. On-site Programs: Meals must be prepared by UPHAM WOODS kitchen employees in the licensed kitchen at UPHAM WOODS. THIRD PARTIES are not permitted to prepare meals by campfire or on outdoor grills.
- b. THIRD PARTIES may use dining hall refrigerators to store snacks. Snacks may be heated in microwaves. Stoves and ovens may not be used by THIRD PARTIES. With the exception of roasting sticks for s'mores, THIRD PARTIES must provide the plates and utensils needed for snacks.

**12. Campfires:** All campfires must be pre-arranged with the UPHAM WOODS program coordinator prior to the start of the THIRD-PARTY RESIDENTIAL YOUTH ACTIVITY.

- a. Onsite Programs: UPHAM WOODS employees will assign the fire pit/ring. (e.g., Main Fire Circle and Nature Center Fire Circle). In addition, the following fire safety protocols must be followed when using the fire rings at UPHAM WOODS:
  - i. A THIRD-PARTY STAFF member must always supervise campfires.
    - 1. YOUTH PARTICIPANTS cannot participate in fire building or fire maintenance.
  - ii. A fire extinguisher and/or water must always be within reach of the fire.
  - iii. A three-foot buffer must be maintained between a campfire and the area where YOUTH PARTICIPANTS will sit around the fire.
  - iv. Use of flammable fuel to start or maintain a campfire is prohibited.
  - v. Cooking meals, including meat and other perishable food, is prohibited.
  - vi. THIRD-PARTY STAFF must comply with administrative restrictions in place, as well as restrictions based on the fire danger level as assessed by the Wisconsin Department of Natural Resources.

**13. Specialized program activities:**

- a. THIRD-PARTY YOUTH ACTIVITIES can participate in the following activities under the direction of employees from UPHAM WOODS as outlined in the contract with UPHAM WOODS: swimming, watercraft activities, challenge course/low ropes course, archery fire building, outdoor survival.
- b. In situations where an employee from UPHAM WOODS authorizes the THIRD-PARTY to run any of the activities listed in section 14(a), the THIRD PARTY is responsible for ensuring requirements in ATCP 78.26(3) are met.
- c. THIRD-PARTY YOUTH ACTIVITIES may not participate in any other high-risk activities (e.g., activities that involve an increased risk of injury such as foraging for plants) without explicit permission from UPHAM WOODS.
- d. Use of all-terrain vehicles is strictly prohibited.

**14. ALL THIRD-PARTY YOUTH ACTIVITIES shall have at least one on-site, adult THIRD-PARTY STAFF member serving as a FIRST AID COORDINATOR throughout the duration of the THIRD-PARTY YOUTH ACTIVITY. All FIRST AID COORDINATORS (the primary FIRST AID COORDINATOR and any additional THIRD-PARTY STAFF serving in this role) must meet the following requirements:**

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- a. Hold a current certification from the American Red Cross or American Heart Association for basic CPR and AED or equivalent and a current certificate for the completion of the American Red Cross or American Heart Association first-aid course or equivalent unless they licensed as a physician, registered nurse, physician assistant or practical nurse in Wisconsin.
- b. FIRST AID COORDINATORS administering medications who are not licensed as a physician, registered nurse, physician assistant or practical nurse in Wisconsin must take the Wisconsin department of public instruction online course, Medication Administration Principles, each year the THIRD-PARTY operates a RESIDENTIAL THIRD-PARTY YOUTH ACTIVITY at UPHAM WOODS and maintain documentation of the assessment test and passing grade.

**15. If the THIRD PARTY is prescribed an epinephrine auto-injector or pre-filled syringe as an authorized entity that is not patient-specific or the THIRD PARTY plans to have a FIRST AID COORDINATOR help administer epinephrine to a YOUTH PARTICIPANT, the FIRST AID COORDINATOR shall complete an anaphylaxis training program required pursuant to s. [255.07 \(5\)](#), Stats., and meet all of the following:**

- a. The FIRST AID COORDINATOR shall complete a training program conducted by a nationally recognized organization experienced in training laypersons in emergency health treatment or an organization approved by the Wisconsin department of health services.
- b. The training certificate shall be provided to UPHAM WOODS prior to the start of the RESIDENTIAL YOUTH ACTIVITY.
- c. The training certificate shall be made available to the Department of Agriculture, Trade and Consumer Protection or its agent upon request.

**16. The primary FIRST AID COORDINATOR is responsible for:**

- a. Providing routine and urgent health care supervision during the THIRD-PARTY YOUTH ACTIVITY.
- b. Informing appropriate THIRD-PARTY STAFF of any specific needs, as identified in the YOUTH PARTICIPANT's health history, of a YOUTH PARTICIPANT for whom they are responsible.
- c. Complying with standing orders provided by UPHAM WOODS.
- d. Following instructions for the temporary isolation of sick or injured YOUTH PARTICIPANTS and THIRD-PARTY STAFF as provided by UPHAM WOODS.
- e. Ensuring the THIRD-PARTY provides first-aid supplies as outlined in the standing orders provided by UPHAM WOODS.

**17. YOUTH PARTICIPANT health history.**

- a. Each visiting third party's First Aid Coordinator must have an up-to-date written health history for each YOUTH PARTICIPANT. Health histories shall include all of the following:
  - i. Any physical condition or limitations.
  - ii. Medications.
  - iii. Allergies.
  - iv. Immunization status or a signed document by the legal guardian presented to the FIRST AID COORDINATOR objecting to the immunization requirements for a YOUTH PARTICIPANT for reasons of health, religion, or personal conviction that meets the requirements pursuant to s. [252.04 \(3\)](#).
  - v. Any special health and behavioral considerations, including mental, emotional, social and developmental needs or restrictions of the YOUTH PARTICIPANT.
  - vi. Permission from the family that allows for a YOUTH PARTICIPANT to self-carry and administer emergency medication, such as epinephrine, inhalers, or insulin, if applicable.
- b. For a YOUTH PARTICIPANT under 18 years of age, the written health history shall be prepared and signed by a parent or legal guardian.
- c. Parent or legal guardian's written consent to treat YOUTH PARTICIPANT in case of an emergency.
- d. Signed permission by the parent or legal guardian for the FIRST AID COORDINATOR to provide routine healthcare treatment, identifying over-the-counter medications that can be administered.

**18. THIRD-PARTY STAFF health history.** Each visiting third party's First Aid Coordinator must have an up-to-date written health history for each THIRD-PARTY STAFF member. Health histories shall include:

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- a. An abbreviated medical history of any medical condition or non-specific medical condition that could impair their ability to perform essential functions of the position (e.g., severe allergies) or indicate that a THIRD-PARTY STAFF member is entitled to reasonable accommodations under the ADA.
- b. Who to contact in case of emergency.

### **19. Medications brought to the RESIDENTIAL THIRD-PARTY YOUTH ACTIVITY.**

- a. All prescription medications brought to a RESIDENTIAL THIRD-PARTY YOUTH ACTIVITY by a YOUTH PARTICIPANT or THIRD-PARTY STAFF must be in the original packaging and labeled with all of the following. A prepackaged pill pack provided by a pharmacy service accompanied by official paperwork will meet these requirements, but medications removed from original packaging by family members will not meet requirements.
  - i. The name of the YOUTH PARTICIPANT or THIRD-PARTY STAFF member.
  - ii. The name of the medication.
  - iii. The dosage.
  - iv. The frequency of administration.
  - v. The route of administration.
  - vi. Name of the prescribing physician.
  - vii. The prescription number.
  - viii. The date prescribed.
- b. Over the counter medications, including vitamins, supplements and natural remedies, must be brought to the COMMUTER THIRD-PARTY YOUTH ACTIVITY in their original containers that include the name of the medication and directions for use. The packages must also be clearly labeled with the individual's name.
- c. Medication administration and storage. Except as allowed in Section 19(c)(ii), all medication brought to RESIDENTIAL THIRD-PARTY YOUTH ACTIVITY by a YOUTH PARTICIPANT shall meet all of the following:
  - i. Kept in a locked unit managed by the FIRST AID COORDINATOR.
  - ii. Administered by a qualified FIRST AID COORDINATOR, except that epinephrine auto-injector, pre-filled syringe, inhaler, and insulin or other medication or device used in the event of life-threatening situations may be carried by a YOUTH PARTICIPANT.
- d. THIRD-PARTY STAFF are permitted to administer their own medications, which must meet labeling requirements in Sections 21(a) and 21(b). THIRD-PARTY STAFF medication must be stored in a locked room, other locked container, or on their person. YOUTH PARTICIPANTS must not be able to access THIRD-PARTY STAFF medications.

### **20. Vehicles:**

- a. THIRD PARTIES must have a minimum of one vehicle on-site at UPHAM WOODS throughout the duration of the COMMUTER YOUTH ACTIVITY to transport YOUTH PARTICIPANTS and/or THIRD-PARTY STAFF to medical facilities for health concerns that do not require emergency transport but cannot be addressed by the FIRST AID COORDINATOR. A THIRD-PARTY STAFF member must always accompany a YOUTH PARTICIPANT to obtain medical attention.
- b. YOUTH PARTICIPANTS who bring vehicles to UPHAM WOODS cannot be permitted to use their vehicles to transport themselves or others during the COMMUTER THIRD-PARTY YOUTH ACTIVITY.

**21. Hold harmless.** The THIRD PARTY agrees to indemnify and hold University harmless, and waive any claims against University, with respect to liability arising from the THIRD PARTY'S use of the Premises, except the extent and in the proportion that such liability arises from the negligent acts or omissions of officers, employees or agents of the Board of Regents of the University of Wisconsin System.

**22. Insurance requirements:** A certificate of information must be provided prior to finalization of the contract meeting standards as listed below. The certificate of insurance shall list the "Board of Regents of the University of Wisconsin System, its officers, employees, and agents" as an additional insured under the commercial general liability policy.

- a. *Workers' Compensation.* Workers compensation insurance for employees that meets Wisconsin

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statutory requirements: <https://dwd.wisconsin.gov/dwd/publications/wc/wkc-7580.htm>

- b. *Commercial Comprehensive General Liability*: \$1 million per occurrence and general aggregate of \$2 million that includes the following:
  - i. *Sexual Abuse/Molestation Liability*. Sexual abuse and/or molestation liability insurance coverage of no less than \$1 million for each occurrence and a general aggregate of \$2 million.
  - ii. The policy must not contain any exclusion for abuse from sexual, emotional or physical actions and/or misconduct. If such exclusions are included, separate coverage must be purchased and evidenced.
  - iii. *Automobile Liability*. Combined single limit of no less than \$1 million when automobiles are used to transport youth or perform other third-party operations while on campus.
  - iv. *Damage to Rented Premises*. Limits no less than \$100,000.
  - v. *Medical Payments*. Limits must be no less than \$5,000.
  - vi. *Occurrence basis*. The policy must be written on an occurrence basis, or if claims-made coverage is provided, coverage must be maintained for a minimum of five (5) years after the termination of the program.
  - vii. Policy must cover all activities to be performed by the external party, including athletic/physical activities.
  - viii. Policy must not contain any exclusion for intentional acts.
  - ix. Policy must be provided by a carrier with a minimum A.M. Best rating of A-.

**23. Advertising**

- a. University logos, images, and other marks may not be used in association with COMMUTER THIRD-PARTY YOUTH ACTIVITIES .
- b. Advertising (e.g., brochures, websites) for the COMMUTER THIRD-PARTY YOUTH ACTIVITY must clearly state that the activity is not affiliated with the University of Wisconsin-Madison.