

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-La Crosse, (the "University")

8.1.2. The Facility. _____ (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.

FOR THE BOARD OF REGENTS OF THE
UNIVERSITY OF WISCONSIN SYSTEM
University of Wisconsin-La Crosse

FOR THE FACILITY

Robert J. Hetzel
Vice Chancellor for Admin. and Finance

Signature of Authorized Official

Date

And/Or

Printed Name

Scott W. Holzem
Contract Administrator

Title

Date

Date