UIC The University of Illinois at Chicago

INTERNATIONAL AGREEMENT APPROVAL AND SIGNATURE FORM

Office of International Affairs
509 University Hall, 601 South Morgan Street, M/C 590
Voice: 996-5455/Fax: 413-7857/Web: http://oia.pages.uic.edu

RECEIVED 2013 MAY 13 PM 2:52 OFFICE OF BUSINESS AND FINANCIAL SERVICES

NAME OF INSTITUTION: Facultad Nacional de Salud Public, Universidad de Antioquia, Colombia

UIC UNIT & COLLEGE: SPH

* Standard UIC dr. legal draft approved N.B.

C-ORG #: 2-435000 **CC#:** CN-00005695

University of Illinois to: PAY OUT FUNDS N/A **RECEIVE FUNDS** N/A **Amount:** N/A **Account #:** N/A

Effective Date(s) of Agreement: For 5 years from the date of the last signature

APPROVALS:

Nora Bonnin — 05/13/13
Office of International Affairs, Nora Bonnin
Associate Director — **Date**

Saul J. Weiner — 5/3/13
For the Office of the VCAA, Saul J. Weiner
Vice Provost for Planning and Programs — **Date**

Nancy Dorsch — 5/8/13
For OBFS, Patricia Menguito NTD — **Date**

For the Comptroller, — **Date**

Contact Person(s): Nora Bonnin (6-5455), Office of International Affairs, M/C 590

Agreement for Non-Clinical Placement of Student in a Practice Setting

This Agreement is entered into by and between the Board of Trustees of the University of Illinois, a public body, corporate and politic of the State of Illinois, with offices at 414 Administrative Office Building, 1737 West Polk St., Chicago, Illinois 60612, hereinafter "University", and The Facultad Nacional de Salud Pública of the Universidad de Antioquia, an official institution at the regional level which serves public Higher Education. It organized as an autonomous academic entity with a special regime, linked to both the Colombian Ministry of Education (regarding to educational policies and planning) and to the National System of Science and Technology, with principal offices at Calle 62 No. 52-59, Medellín, Antioquia, Zip Cope 1226, hereinafter "Facility".

WHEREAS, as part of its ongoing instruction and preparation of its students, the University seeks relevant, supervised experiences in a practice setting for its Master of Public Health and Master of Health Administration students who are in good academic standing in the School of Public Health at the University of Illinois at Chicago ("College"), and

WHEREAS, University represents that it is a fully accredited school of public health in good standing with the Council on Educational for Public Health, and

WHEREAS, the Facility is willing and able to provide a practice setting, supervised experience, and related educational facilities for University's students ("Placement").

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the University and the Facility agree as follows:

1. **Effective Date and Renewal**

   This Agreement shall become effective on March 18, 2013, or from the date of execution of this Agreement, whichever is later, and continue for one year, and shall automatically renew from year to year thereafter for a period not to exceed ten (10) years unless terminated earlier by either party as provided herein.

2. **Placement of Students**

   2.1 Facility and College shall agree upon the details of each Placement made under this Agreement in a separate program addendum in the form attached hereto as Exhibit A.

   2.2 Should any situation arise which may threaten a student's successful completion of the Placement, Facility and College will attempt to discuss and reach mutual agreement with the student regarding options for completing, rescheduling, or canceling the Placement.

   2.3 College or Facility may immediately remove any student whose conduct is contrary to Facility's standards of conduct as set forth in its policies and procedures or who is deemed to be unsafe to Facility's clients, patients, employees, or others. The party taking the action to remove a student shall notify the other party as soon as possible but in no event more than 48 hours after taking such action. Facility reserves the right to prohibit the return of any such student unless a corrective action plan satisfactory to Facility has been proposed and its compliance assured by the College.

3. College Responsibilities

3.1 College shall provide the basic preparation of the students through classroom instruction and practice and shall provide the educational direction for the Placement. College shall designate a faculty or staff member as a liaison to the Facility to provide consultation regarding the student Placement, supervision, and periodic review of student progress toward meeting the College's educational objectives.

3.2. College shall take all reasonable steps to inform student(s) that they must adhere to the following requirements during the Placement:

a. Student shall adhere to all policies, procedures, and standards established by the Facility, and shall do so under the specific instruction of supervisory staff of the Facility.

b. Student shall be responsible for his or her own transportation and shall not be authorized to transport any client of Facility by car or other vehicle.

c. Student shall provide proof to the Facility of health insurance coverage during the Placement and shall comply with all health and immunization requirements of the Facility.

d. Student shall be responsible for adhering to established schedules and notifying Facility and College of any absences or necessary schedule changes.

e. Student shall obtain prior written approval of Facility and College before publishing any material relative to the Placement.

f. Student shall maintain confidentiality related to Facility's employees, patients, clients, customers, business operations, and/or trade secrets.

4. Facility Responsibilities

4.1 Unless otherwise agreed by Facility and College, Facility shall assume responsibility for providing supervision of student(s) and cooperate in providing systematic written review of the student performance in the Placement. Facility and College shall mutually agree upon appropriate certifications or credentials and responsibilities of the supervisor. The Facility shall provide meaningful and appropriate learning experiences to student to achieve the College's educational objectives for the Placement. The Facility shall provide access to records, appropriate space, and other Facility resources as may be required.

4.2 Facility shall provide the same services and procedures to students participating in a Placement as would be made available to Facility's own staff in the event that student suffers an accident or injury in the course of activities related to the Placement. The person to whom such emergency services are rendered shall be financially responsible, through a combination of their own resources, employer-provided resources, and/or medical insurance, for all costs associated with this care.

4.3 A student is not an employee of the Facility under the terms of this Agreement and may not undertake any of the responsibilities or act in place of Facility's qualified staff; provided, however, that after demonstrating proficiency, a student may be permitted to undertake certain defined activities with appropriate supervision and direction provided by Facility's staff. At the sole discretion of Facility, a student may be employed by the Facility to perform services in addition to or outside of the scope of the educational experience of the Placements, provided that the work does not interfere with the student's regular academic responsibilities. The work must be non-

compulsory, paid, and subject to standard employee policies of Facility. Facility agrees, under these specific circumstances, to insure the student as it would any other employee of its Facility.

4.4 Facility agrees to comply with all applicable laws, regulations, rulings, or enactments of any governmental authority. The Facility shall obtain (at its own expense) from third parties, including state and local governments, all applicable licenses, permissions, and accreditations necessary to maintain its operation.

5. Insurance

5.1 By action of the Board of Trustees of the University of Illinois on August 1, 1976, a liability self-insurance plan was established, most recently amended on June 10, 2011. The Program and Plan documents are available on request. Under the terms of said Plan, University students, who at the time of an occurrence are acting within the scope of duties assigned to them pursuant to this Agreement, are named insureds under the Plan. The limits of liability under the terms of the Plan are maximum amounts of $1 million per occurrence and $3 million in the aggregate. While the Program and Plan are in effect as to the date hereof, nothing contained herein shall be construed as precluding said Board of Trustees from modifying, revising, or canceling, in whole or part, the Program or the Plan; however, University agrees to publish with an advance thirty (30) days' public notice in the event Program or Plan is canceled in whole or in part. Nothing herein should be construed to imply that students who may be employed by the Facility outside of the scope of this Agreement are covered by the University's liability insurance.

5.2 Facility agrees to maintain professional and general liability insurance, or self-insurance, in the minimum amounts of $1,000,000 per claim or occurrence, $3,000,000 aggregate, for its employees, agents, and servants with an insurance carrier acceptable to the University. Upon signing this Agreement, Facility shall furnish University with a certificate of insurance or other written document reasonably satisfactory to the University as evidence of its insurance coverage in full force and effect.

6. Liability

Neither party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This Agreement shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one party to the other or to a third party.

7. Termination

7.1 Either party shall provide notice to the other of its intent not to renew this Agreement ninety (90) days prior to the expiration of the current term.

7.2 Either party may terminate this Agreement for any reason upon ninety (90) days written notice to the other.

7.3 Either party may terminate this Agreement for breach, including but not limited to failure to meet insurance requirements, failure to provide a supervisor with appropriate credentials, or failure to maintain licensure or certification, if applicable. Notice to the other party of breach must be in writing pursuant to the provisions of Paragraph 8. If the breach is not remedied within thirty (30) days, the Agreement may be terminated by giving ten (10) days written notice to the other party.

7.4 Notwithstanding the foregoing paragraphs, student(s) placed at Facility at the time notice of termination or non-renewal is given shall be allowed to complete the current placement unless Paragraph 3.2 (a) above has been invoked by the Facility.

8. Notices

All notices required herein shall be in writing and shall be sent via registered or certified mail return receipt requested or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the party at the address set forth below.

Notices to the Facility shall be sent to:

The Facultad Nacional de Salud Pública of the Universidad de Antioquia, an official institution at the regional level which serves public Higher Education. It organized as an autonomous academic entity with a special regime, linked to both the Colombian Ministry of Education (regarding to educational policies and planning) and to the National System of Science and Technology, with principal offices at Calle 62 No. 52-59, Medellín, Antioquia, Zip Cope 1226, hereinafter "Facility".

Facultad Nacional de Salud Pública, Universidad de Antioquia
Calle 62 No. 52-59
Medellín, Antioquia, Zip Code 1226
Attention: María Patricia Arbeláez Montoya
Phone: 57-4-219-6800
Email address: mpam@saludpublica.udea.edu.co

Notices to the University shall be sent to:

UIC School of Public Health
1603 W. Taylor Street, Rm. 175
Chicago, Illinois 60612
Attention: Annette Clemens
Phone: 1-312-355-4272
Email address: ajc@uic.edu

9. General Provisions

9.1 University and Facility agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. University and Facility shall not engage in unlawful discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, marital status, disability, unfavorable discharge from the military, or status as a disabled veteran or a veteran of the Vietnam era.

9.2 Neither party shall use the name of the other in any written material, including but not limited to brochures, letters, web pages, and circulars, without the prior written consent of the other, but with the exception of listings of facilities as may be required by University's accrediting agencies.

9.3 This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. Both parties agree that jurisdiction and venue for the formal resolution of any disputes relating to this Agreement shall lie exclusively in the Illinois Court of

Claims for claims against the University and in any court of competent jurisdiction for claims against the Facility.

9.4 Information provided by either party to the other shall be treated as confidential.

9.5 University and Facility acknowledge that certain information about University's students is contained in records maintained by University and/or Facility and that this information is confidential by reason of University policy and the Family and Educational Rights and Privacy Act (FERPA) of 1974 (20 U.S. C. 1232g). Both parties agree to protect these records in accordance with FERPA and University policy. To the extent permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities.

9.6 If the Placement involves activities or experiences that require compliance with the Health Insurance Portability and Accountability Act (HIPAA) and the HIPAA Privacy Regulations, the Facility will provide the necessary HIPAA training to students and students will be expected to comply with HIPAA and any other confidentiality requirements of the Facility.

9.7 Nothing in this Agreement is intended to or shall create any rights or remedies in any third party.

9.8 The relationship of each party to the other under this Agreement shall be that of independent contractor. While engaged in educational activities related to the Placement, student(s) shall not be considered an agent or employee of the Facility.

9.9 Facility affirms that, to the best of its knowledge, there exists no actual or potential conflict between the Facility's family, business, or financial interests and its obligations under this Agreement; and, in the event of change in either its private interests or obligations under this Agreement, the Facility will raise with the University any questions regarding possible conflict of interest which may arise as a result of such change.

9.10 The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

9.11 In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. All commitments by the University under this Agreement are subject to constitutional and statutory limitations and restrictions binding upon the University.

9.12 In the event of any litigation arising in connection with this Agreement, University and Facility agree to cooperate in risk management, prevention, claims investigation, and litigation under the direct control and supervision of their respective legal counsel.

9.13 This Agreement may not be assigned by either party without the prior written consent of the other party. Such consent shall not be unreasonably withheld if the assignment is in the context of a merger between a party and an affiliated entity of such party provided, however, that the obligations of such party under this Agreement shall not be extinguished or otherwise affected by any such assignment.

9.14 This Agreement, attachments, exhibits and incorporated references shall constitute the entire agreement between the parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said Agreement. No

modification, extension, or waiver of this Agreement or any provision thereof shall be binding upon either the Facility or the University unless reduced to writing and duly executed by both parties.

APPROVAL AND EFFECTIVE DATE

This Agreement shall not be binding until signed by all parties. The persons signing this Agreement represent that they have authority to bind their respective parties.

The Board of Trustees of the University of Illinois

By: _____
Walter K. Knorr, Comptroller

Kevin T Fair
Interim Director of Purchasing
2013.05.10 15:49:43 -05'00'

Facility

_____
Signed

María Patricia Arbeláez Montoya
Type or print name

M.D., MPH, Ph.D. Dean
Title

Date: _____

EXHIBIT A

Program Requirements

Agreement for Non-Clinical Placement of Student in a Practice Setting

PROGRAM TITLE: [X MPH Field Practicum ☐ MHA Preceptorship]

OBJECTIVES: The field placement shall meet the general objectives below as well as specific learning objectives identified between Student, Preceptor and Advisor.

MPH Learning Objectives:

Through the Field Experience, MPH students will be able to:

1. Apply public health theory, knowledge and skills in a practice setting.
2. Complete a defined project(s) in an area of public health practice including core public health functions such as needs assessment, program planning, program evaluation, policy development, educational campaign or applied research.
3. Relate the "realities" of public health practice - organizational structure, local and organizational politics, program administration, community relationships, program coordination - to their defined project(s).
4. Demonstrate skills and knowledge in an area of interest not covered in depth elsewhere in their educational plan.
5. Demonstrate competence in a public health practice area(s).
6. Demonstrate leadership, teamwork, communication skills and creativity in the development of a public health practice activity.

MHA Preceptorship Learning Objectives: On a case by case basis.

PRECEPTOR RESPONSIBILITY: The Preceptor has over-all responsibility for assuring the educational value of the placement. In particular the Preceptor must:

- Provide student with general guidance and training during the Field Experience as identified in the agreement.
- Evaluate student performance in a timely manner during each placement and document this evaluation at completion of the assignment.

This Exhibit (Program Requirements) shall not be binding until signed by all parties.

The Board of Trustees of the University of Illinois

By: _____
Walter K. Knorr, Comptroller

Facility

_____
Signed

Martha Beatriz Gaviria Londoño
Type or print name

M.D., MSc, Ph.D. Professor
Title

Date: _____