



UNIVERSITY OF ARIZONA HEALTH SCIENCES

INTERNATIONAL AFFILIATION AGREEMENT

This Agreement made by and between the **University of Cuenca** (Avenida 12 de Abril y Agustín Cueva 010201), **Cuenca, Ecuador**, and its professional staff as employees, agents and independent contractors, individually and collectively, (hereinafter "Affiliate") and the **Arizona Board of Regents acting on behalf of The University of Arizona, (College of Medicine-Phoenix, College of Medicine-Tucson, College of Nursing, College of Pharmacy, and College of Public Health)**, pursuant to Arizona Revised Statutes Title 15, Chapter 13, Article 2, Section 1625.B.2 ("University"), collectively the "Parties."

General Provisions

1. Purpose. The purpose of this Agreement is to establish coordinated clinical educational programs and guidelines for the education and training of health sciences students classified as either externs, interns, residents and/or fellows from the University, ("Program Participants").
2. Term and Termination. The term of this Agreement will be from **November 1, 2015 through October 31, 2016** and will be automatically renewed and extended each year, except that either Party may, at any time, with or without cause, cancel this Agreement, or any renewal and extension thereof, by providing the other Party with ninety (90) days advance notice in writing. Such termination will not become effective with respect to the Program Participants then participating in a rotation at Affiliate's facility until the Program Participants' scheduled rotation is complete, provided that Affiliate continues to have sufficient staffing and other resources to continue the program until that date.
3. Agreement Limitation. Each Party will retain complete control over such programs of its own that are outside of this Agreement. This Agreement shall apply to all Affiliate's sites in **Ecuador**.
4. Scope of Training.
 - A. By signing this Agreement, Affiliate is not obligated to accept Program Participants on a continuous basis or more than one Program Participant at any time. Scheduling of Program Participants' training rotations are subject to approval of Affiliate and the appropriate University program director.
 - B. Activities performed by Program Participants covered by this Agreement will be within the established and written requirements of the degree, certification, or training being pursued and as required of every candidate for that degree or certification, as applicable. Activities performed by Program Participants covered by this Agreement are considered to be educational in nature, and therefore, no monetary compensation will be paid to the Program Participants by the Affiliate or the Affiliate's patients. Any salary, stipend, and/or benefits due a Program Participant will be the sole responsibility of the University.
 - C. Program Participants will not have implied, presumptive or apparent authority or independent health care responsibilities for Affiliate's patients and clients and are not to be considered as ostensible agents, independent health care providers, patients' advocates, Affiliate's employees or agents, or individuals practicing in an extended role while participating in an education program pursuant to the terms of this Agreement.
 - D. Program Participants will not share in either the allocation of the duty of care responsibilities, determination of service utilization, or establishment of criteria for standard of care for Affiliate's patients. Each patient's attending physician will maintain control of his/her patient admissions, clinical diagnoses, treatment and prescriptions, and patient disposition, as well as providing patient informed consent.
 - E. Affiliate's patients will not be billed for services rendered either solely by the Program Participants or by Program Participants assisting the Affiliate's professional staff. Program Participants'

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involvement in the Affiliate's patient care activities will not result in increased costs to the patients or third-party payors, in an over-utilization of services or procedures, or impact on the patients' quality of care, freedom of choice and informed consent, or affect competition in any manner.

- F. Nothing in the execution of this Agreement, or in its performance, will be construed to establish an employer-employee, an agency, a partnership or a joint venture relationship between the Program Participants, individually or collectively, and the Affiliate or between the Parties to this Agreement.
- G. The withdrawal, dismissal or removal of a Program Participant in accordance with Section 6, paragraph H of this Agreement, will not affect continuation of this Agreement or the continued training of other Program Participants.

5. University Responsibilities.

- A. Provide Program Participants in good standing, meaning that each Program Participant will be (1) duly certified and/or licensed pursuant to the requirements of Ecuador, or will be deemed exempt from such requirement by the applicable licensing board and (2) will have successfully completed the academic training necessary for participation and be in good standing with the University. The University agrees to promptly remove a Program Participant from the rotation at the Affiliate's site if he/she is no longer in good standing with the University.
- B. Furnish the Affiliate, upon execution of this Agreement and separate written request, certification of worker's compensation coverage for eligible University Program Participants who are University employees. University also agrees to provide Affiliate with documentation, upon execution of this Agreement and separate written request, that the Program Participants have completed: (a) training in Human Blood and Body Fluid Precautions that meets Occupational Safety and Health Administration (OSHA) Regulations; (b) immunization for Hepatitis B or a signed OSHA declination; (c) an annual skin test, chest x-ray or other appropriate health test or survey for Tuberculosis; and (d) immunization for Measles and Rubella.
- C. Notify the Program Participants of Affiliate's requirement to comply with all applicable policies, procedures, rules and regulations of Affiliate. Upon Affiliate's request, the University will remove any Program Participant from the training program covered by this Agreement for unsatisfactory performance or failure to follow Affiliate's administrative and patient care policies, procedures, rules and regulations, or any applicable laws of Ecuador.

6. Affiliate Responsibilities.

- A. Affiliate, together with its professional staff, has complete and total authority and responsibility for control over the details and means for the training activities and agrees to provide each Program Participant with immediate and direct supervision of such activities.
- B. All patient orders and staff instructions, methods, techniques and procedures initiated and/or performed by Program Participants will be subject to prior review, approval and counter signature by appropriate Affiliate personnel. Affiliate, together with its professional staff, agrees to maintain exclusive control over Affiliate's services to its patients and be the responsible party for all decisions related to such services. Program Participants will not have independent authority.
- C. Affiliate personnel will proactively inform Affiliate's patients, customers, and others concerning the training role of the Program Participants in order to prevent mistaken impression by the patients or others.
- D. The administration of all clinical services at Affiliate's facilities will be the sole responsibility of, and under the complete and immediate direction, control and professional supervision of Affiliate's appropriate staff and authorized agents and consultants. Acceptable schedules and training assignments for the Program Participants will be developed jointly between the Parties to ensure non-interference with Affiliate's primary mission.
- E. To carry out the programs covered by this Agreement, Affiliate will assume responsibility for selecting and designating competent site personnel to serve as supervisors, liaisons, program coordinators, etc. Affiliate and its professional staff agree to provide immediate and direct

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- supervision of all Program Participants assigned to the Affiliate and its affiliated institutions. Affiliate agrees to notify its staff of the obligations covered by and agreed to in this Agreement.
- F. Affiliate will provide Program Participants covered by this Agreement emergency medical care and treatment in a life-threatening situation while in training at the Affiliate's facilities; however, if the Affiliate does not provide Emergency Room care in such facilities, Affiliate will provide for the prompt and appropriate transfer of the Program Participant to such a facility. In such case, Affiliate does not assume the associated expenses for such medical treatment, including costs of transfer and further treatment.
- G. Affiliate agrees to promptly provide the University a written statement describing the reason or reasons for the removal of a Program Participant due to the Program Participant's unsatisfactory performance or failure to follow Affiliate's administrative and patient care policies, procedures, rules and regulations, or any applicable law of Ecuador.
- H. Affiliate assumes sole responsibility to monitor appropriate billing practices.
7. Insurance. The University will maintain commercial general liability insurance coverage and professional errors and omissions liability (professional liability) coverage reasonably satisfactory for protection of assigned Program Participants as established in accordance with Arizona Revised Statutes § 41-621, et seq., (State of Arizona Self-Insured Program), or amendments thereof, or other pertinent statutes. Such insurance will be in an amount of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Upon execution of this Agreement and separate written request, the University will furnish the Affiliate proof of such insurance coverage. However, provision of such proof of insurance coverage will not constitute acceptance of Affiliate's tender of defense of allegations of negligence against Program Participants to the University.
8. Infectious Agent / Hazardous Material Exposure. Affiliate agrees that, upon report of exposure to an infectious agent or hazardous material of Program Participants (i.e needle stick, inhalation, mucus membrane or skin exposure to blood or body fluids or airborne contaminants) Affiliate will provide an assessment of the incident to determine exposure significance and the necessity for initial prophylactic treatment, if applicable. Additionally, Affiliate will ensure any required assessment and treatment will be within the time limits articulated, in compliance with the most recent Centers for Disease Control (CDC) Guidelines, and consistent with the Occupational Safety and Health Administration (OSHA) Standards or applicable equivalent entity/organization of Ecuador. Affiliate will immediately make available to the affected Program Participant a copy of all records of such treatment and follow up if available and applicable including the HIV, HBV and HCV status, of the source to the extent permitted by law. If Affiliate does not directly provide care consistent with the level of exposure, then the Affiliate will provide for the prompt and appropriate transfer or referral of the Program Participant to a facility that provides the appropriate emergency medical care. Finally, Affiliate will provide copies of all incident reports documenting the circumstances of the exposure to: University of Arizona Risk Management Services, P.O. Box 210300, Tucson, Arizona 85721-0300, Attn: Director of Occupational and Environmental Health and Safety. Affiliate will not be responsible for any post-exposure testing and further prophylactic drug treatment. The University of Arizona College of Medicine agrees that it will reimburse Affiliate for the cost of providing initial prophylactic treatment upon reasonable demand for payment sent to the UA College of Medicine Administration, P.O. Box 245017, Tucson, Arizona 85724-5017. Affiliate will not bill Program Participant for the initial prophylactic treatment..
9. Severability. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will continue valid and enforceable to the full extent permitted by law.
10. Indemnity. To the fullest extent permitted by law, Affiliate agrees to indemnify and hold harmless the University and its agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from the activities of Program Participants carried out in furtherance of the terms of this Agreement, including alleged losses caused in part or whole by any passive or active negligent act or any omission by the Program Participants. Such obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist regarding any party or person articulated in this paragraph. Affiliate's

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obligation under this paragraph will not extend to any liability caused by Program Participants acting outside the course and scope of the duties required by this Agreement.

- 11. Non-discrimination. The Arizona Board of Regents on behalf of the University of Arizona is required to comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Non-discrimination and Immigration and will do so in its performance of this contract. Each institution agrees that participation by others institution's personnel or students in any activities relating to this Agreement will not be denied to any individual on the basis of race, color, religion, national origin, age, non-disqualifying handicapping condition, veteran status, or sex. Additionally, in the course of carrying out duties pursuant to this Agreement, Affiliate agrees that, if a Program Participant makes an allegation or complaint either to Affiliate or to University that s/he has been subjected to unlawful discrimination by Affiliate, Affiliate agrees to cooperate with University to investigate and resolve such allegations or complaints.
- 12. State Obligation. The Parties recognize that the performance by the Arizona Board of Regents for and on behalf of the University of Arizona may be dependent upon the appropriation of funds by the legislature of the State of Arizona. If the legislature fails to appropriate the necessary funds or if the University's appropriation is reduced during the term of this Agreement, the Arizona Board of Regents may reduce the scope of the University's involvement in this Agreement, if appropriate, or cancel this Agreement without further duty or obligation by delivering written notice to the Affiliate as soon as reasonably possible after the unavailability of such funds comes to the Board's attention.
- 13. Conflict of Interest. This Agreement may be canceled pursuant to Arizona Revised Statutes § 38-511 as amended, without penalty or further obligation, if any person significantly involved in initiating, negotiating, creating, drafting, or obtaining this Agreement on behalf of the Arizona Board of Regents is at any time while this Agreement or any renewal and extension of this Agreement is in effect, an employee or agent of the Affiliate in any capacity or a consultant to the Affiliate with respect to the subject matter of this Agreement. Cancellation will be effective when written notice is received, unless the notice specifies a later time.
- 14. Notices. Service of all notices under this Agreement shall be sufficient if mailed to the party involved at its respective address set forth herein, by overnight courier service or by certified or registered mail, return prepaid, addressed to the appropriate party as follows:

Affiliate: Oficina de Relaciones Internacionales
 Universidad de Cuenca
 Avenida 12 de Abril y Agustín Cueva 010201
 Cuenca, Ecuador

University: Contract & Research Support
 888 N. Euclid Avenue, #515
 Tucson, Arizona 85719

With a copy to: Health Sciences Contracting Office
 University of Arizona
 1501 N. Campbell Avenue
 P.O. Box 245171
 Tucson, Arizona 85724-5171

Notices given in the manner described above shall be deemed received by the addressee party on the third business day after the date of mailing.


- 15. Additional Features. The right is reserved by each Party to request any additional features to be included in the programs covered by this Agreement which such Party may deem necessary, provided that such additional features are consistent with the policies of both Parties. Both Parties hereby agree to give reasonable consideration to all requests, but no additional feature shall be added until mutually

approved in writing, by authorized signatories for both Parties. In addition, all understandings, interpretations, decisions and acts resulting from, or in the performance of, this Agreement shall be construed and governed solely by the provisions of this Agreement.

- 16. Entire Agreement. This document constitutes the entire agreement between the Parties. This Agreement may not be modified, amended, altered, or extended except through a written amendment signed by the authorized signatories for each Party.
- 17. Supersedes. The English version of this Agreement, upon its execution, will supersede the Spanish version of this Agreement between the Parties (effective November 1, 2015).

The persons executing this Agreement represent and certify that they have the full power and authority to enter into this Agreement on behalf of the entities for which they are signing. IN WITNESS HEREOF, the Parties hereto have executed this Agreement in duplicate by proper persons thereunto duly authorized.

APPROVAL:
UNIVERSITY OF CUENCA

By: 
 Name: Fabian Carrasco Castro
 Title: Rector
 Date: 07 DIC 2015

APPROVAL:
ARIZONA BOARD OF REGENTS on behalf of THE UNIVERSITY OF ARIZONA

By: 
 Name: Melissa Kramer
 Title: Contract Officer
 Date: 11/2/16

