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University Agreement No. 7222

UNIVERSITY OF MINNESOTA

AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION

between

Regents of the University of Minnesota
through its Division of Physical Therapy ("University")
Minneapolis, Minnesota, United States of America

and

Federal University of São Carlos
through its Department of Physical Therapy ("Affiliate")
São Carlos, state of São Paulo, Brazil

WITH THIS AGREEMENT OF INSTITUTIONAL AND PROGRAM AFFILIATION

("Agreement"), effective June 1, 2021 through May 31, 2026 (not to exceed five years), University and Affiliate, sharing common goals of education and desiring to facilitate a relationship for the purpose of providing educational experiences at Affiliate's site(s) for certain University students, the parties agree as follows:

1. Description of Affiliation.

1.1 With this Agreement, University and Affiliate establish a program of education and training, which requires facilities, equipment, services and personnel appropriate for students to obtain necessary clinical experiences.

1.2 This Agreement is intended, and shall be interpreted, to meet University's accreditation standards related to educational affiliation agreements.

1.3 Contact Information.

Affiliate:

Federal University of São Carlos
Attn: Prof. Paula Rezende Camargo, PhD
Department of Physical Therapy
Rodovia Washington Luís, km 235
13565-905 São Carlos, state of São Paulo,
BRAZIL

E-mail: prcamargo@usfscar.br

University:

University of Minnesota
Attn: Christian Sobek
Division of Physical Therapy
MMC 388, 420 Delaware Street SE
Minneapolis, MN 55455
USA

E-mail: sobek006@umn.edu

2. Responsibilities of the Parties.

2.1 Joint Responsibilities.

2.1.1 University and Affiliate each will identify, and notify each other of, a person responsible for serving as its liaison during the course of this affiliation. The appointment of liaisons shall be subject to mutual approval of the parties.

2.1.2 The liaisons jointly will plan for:

- a. selection, assignment and orientation of students;
- b. periodic review and preparation of objectives for the instructional program; and
- c. evaluation of student performance.

2.1.3 University has authority to withdraw, suspend or terminate a student for academic deficiencies, behavioral violations or other sufficient reason subject to certain procedures afforded to the student. In cases where a student's performance or conduct threatens the safety or welfare of patients, visitors or staff of Affiliate, Affiliate may suspend the student's participation at Affiliate site(s). Affiliate liaison will consult University liaison before suspending a student, except where consultation is not reasonably possible under the circumstances.

2.1.4 Students are participants in an educational program and, for purposes of this Agreement, shall not be considered employees of either Affiliate or University and neither party shall have responsibility for payment of compensation or any employment benefits to students including, but not limited to, workers' compensation benefits.

2.1.5 Both parties agree to comply with all applicable federal, state and local laws, rules and regulations including the Title 45, Sections 160-164 of the Code of Federal Regulations ("HIPAA"). Both parties agree that when protected health information ("PHI"), as defined by HIPAA, is provided or made available to the other party for any purpose, the receiving party, and its agents or representatives will not use or disclose the PHI other than as permitted or required by this Agreement or state and federal law. Students assigned to Affiliate are not employees of Affiliate but, for purposes of this Agreement only, are members of Affiliate's "workforce" (as that term is defined by HIPAA) and may use and disclose PHI as permitted by HIPAA, including for purposes of treatment, payment and healthcare operations, to the extent such use and disclosure is appropriate for the training and education of the students. Both parties shall take reasonable steps to prevent unauthorized disclosures by its employees, officers, directors, agents, contractors or consultants.

2.1.6 The parties shall review this Agreement periodically to evaluate its operations and effectiveness. University shall review this Agreement further to ensure it meets with University's curriculum requirements, as well as the standards of its

accrediting agency. Modifications to this Agreement shall be made pursuant to Section 5.6 of this Agreement.

2.1.7 University and Affiliate are committed to fostering a professional learning environment and, through their respective liaisons, shall see that appropriate canons of professional behavior are maintained in all educational settings under this Agreement so as to promote the development of appropriate professional attributes in students.

2.2. University Responsibilities.

2.2.1 University shall retain overall responsibility for the general educational experience of students assigned to Affiliate, including the following:

- a. determination of educational goals for each student;
- b. establishing prerequisite criteria for placement of students with Affiliate—University will assign to Affiliate only those students who have satisfactorily completed the prerequisite criteria;
- c. determination of completion of the assignment;
- d. provision of educational goals and objectives for the students in the program, if required;
- e. provision of information regarding dates for instruction and forecasts of the numbers of students to be assigned to Affiliate;
- f. final evaluation of student performance; and
- g. if Affiliate members who participate in training of University students are to be appointed to the faculty of the University of Minnesota, such Affiliate faculty members shall be appointed in accord with the policy of University in effect at the time of appointment.

2.2.2 Students who provide direct patient care or interact with staff in patient areas, at the request of Affiliate, will be required to provide proof of immunization for measles (rubeola), mumps and rubella (two doses) or positive titre; tetanus in the last ten (10) years; chicken pox (varicella) series, documented positive history, or positive titre; pertussis since 2005; hepatitis B series or documented immunity; and annual influenza. Exceptions will be made when there is a shortage of vaccine. Students will be required to comply once vaccine supply levels allow for vaccination.

2.2.3 University requires students who have direct contact with patients to undergo criminal/maltreatment background studies pursuant to Minn. Stat. §§144.057 and 245A.04 and shall ensure such students have undergone the background studies prior to participation in the training program under this Agreement.

2.2.4 University certifies that its students have been instructed on the confidentiality of medical and personal information related to patients and/or clients, including HIPAA, and, if applicable, have been trained in universal precautions and transmission of bloodborne pathogens.

2.2.5 University shall require that students carry hospitalization and medical insurance. Neither Affiliate nor University is responsible for hospitalization or medical costs incurred by the students during the training program.

2.2.6 University shall inform students that they will be required to comply with all applicable rules, regulations, policies and procedures of Affiliate.

2.3. Affiliate Responsibilities.

2.3.1 Affiliate will retain full responsibility for the care and welfare of its patients and/or clients. It is understood that individual patient care and client services are not controlled, supervised, or paid for by University, and University does not derive revenue from Affiliate patients or clients or third-party payors for services at Affiliate.

2.3.2 Affiliate will provide educational experience opportunities for students in patient care areas, service departments and other selected areas. In this regard, Affiliate will provide the equipment, facilities, supplies and services for students and faculty assigned to Affiliate necessary to meet the objectives of the training program.

2.3.3 Affiliate staff members, or Affiliate staff members with University of Minnesota faculty appointments, shall be responsible for teaching, supervising and evaluating the performance of students assigned to Affiliate. Such Affiliate staff members shall provide University with written evaluations of the performance of the students.

2.3.4 Affiliate will provide for the orientation of students as to Affiliate's rules, regulations, policies and procedures, including its safety policies and procedures. Affiliate will identify and provide students and University with copies of current policies and procedures at the Affiliate site that apply to the educational experience of the students.

2.3.5 Affiliate will render the same emergency medical care to students that it provides for its employees in the event of an accident or sudden illness that occurs at the Affiliate site during the course of students' training experience under this Agreement. As set forth in Section 2.2.5, neither Affiliate nor University is responsible for hospitalization or medical costs incurred by the student during the training program.

2.3.6 To the extent Affiliate generates or maintains educational records related to students participating under this Agreement, Affiliate will maintain the privacy of those records and limit access to only those employees or agents with a need to know. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act ("FERPA"), University hereby designates Affiliate as a school official with a legitimate educational interest in the educational records of the participating students to the extent that access to University's records is required by Affiliate to perform its responsibilities under this Agreement.

3. Liability Insurance and Indemnity.

3.1 University shall maintain professional and general liability insurance in minimum amounts of \$1,000,000 for each claim/\$3,000,000 annual aggregate, and that policy shall include within the scope of its coverage all University students for activities performed within the course and scope of their duties under this Agreement. General liability coverage for students is limited to bodily injury and property damage claims. Upon request, University will provide a certificate of insurance evidencing such coverage.

3.2 University agrees to defend, hold harmless, and indemnify Affiliate, its officers, agents, employees and representatives against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of University, its employees, agents, or representatives (including students) during the performance of its obligations under this Agreement. University's liability is governed by the Minnesota State Tort Claims Act, Minn. Stat. §3.736.

3.3 Affiliate is exempt from the obligation of purchasing professional and general liability insurance, because, as a Brazilian federal public entity, Affiliate operates, whenever the case, in practice as its own insurer, so that it uses resources from its own budget in order to indemnify for losses or damages caused by its employees, agents or representatives while carrying out their institutional duties.

3.4 Affiliate agrees to defend, hold harmless, and indemnify the Regents of the University of Minnesota, its officers, agents, employees and representatives (including students) against all claims for loss or damage to property or injury or death to persons arising from the negligent or wrongful acts or omissions of Affiliate, its employees, agents, or representatives, during the performance of its obligations under this Agreement.

4. Financial Terms. (Check appropriate financial description.)

☐ Financial arrangements between our program and your site, including stipends, benefits and other costs as agreed by the parties, are set forth in Attachment.

☒ None

5. Other Terms.

5.1 This Agreement may be terminated by either party upon at least six (6) months written notice to the other party.

5.2 Neither University nor Affiliate shall discriminate on the basis of race, color, creed, religion, national origin, gender, age, marital status, disability, public assistance status, veteran status, sexual orientation, gender identity or gender expression in the performance of this Agreement.

5.3 This Agreement supersedes all other affiliation agreements that are the subject of this Agreement, existing between University and Affiliate, whether executed at the institutional or college program level.

5.4 Nothing in this Agreement is intended or should be construed as creating the relationship of copartners, joint ventures, or an association between the parties, nor shall either party, its employees, agents, students or representatives be considered employees, agents or representatives of the other party.

5.5 It is specifically agreed that neither party shall be responsible for costs or expenditures incurred by the other in the conduct of the clinical education and training program, except as expressly provided in this Agreement.

5.6 Subject to the written authorization by appropriate representatives of University and Affiliate, amendments to this Agreement may be developed to facilitate execution of the goals of this Agreement. Each amendment shall be in writing and duly executed by the signatories to this Agreement, or their successors in office. To the extent an amendment is not properly executed by persons authorized to do so, it shall be considered invalid.


IN WITNESS WHEREOF, each individual signing below hereby represents and warrants being duly authorized to execute and deliver this Agreement on behalf of the respective party.

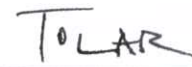
Federal University of São Carlos

By: 
Name: Prof. Ana Beatriz de Oliveira, PhD
Title: Rector
Date: 06/04/2021

By: _____
Name: _____
Title: _____
Date: _____

Regents of the University of Minnesota

By: 
Name: Paula M. Ludewig, PhD, PT, FAPTA
Title: Director, Division of Physical Therapy
Date: 5/26/21

By: 
Name: Jakub Tolar, MD, PhD
Title: Dean, Medical School
Vice President for Clinical Affairs
Date: 25-May-2021

NOTE: This Agreement to be executed by Affiliate before University representatives begin the execution process.