

DES MOINES UNIVERSITY CLINICAL TRAINING AGREEMENT – GLOBAL HEALTH PROGRAM
Implementation Letter

The purpose of this Implementation Letter is to provide a record of the clinical training affiliation agreement between the University and the Clinical Site with respect to the clinical training experiences of the University's health profession students and the agreement of the parties to abide by all terms and conditions of the Des Moines University Clinical Training Agreement – Global Health Program which is hereby incorporated by reference, without modification or exception except as specified below.

1. Date: June 11, 2020

2. Term of Clinical Training Agreement – Global Health Program:

July 1, 2020

through

June 30, 2025

3. Clinical Site notice:

Clinical Site name:	Chiang Mai University
Attention:	Kanokwan Srisongmueang
Address:	110 Intavaroros, Amphur Muang Chiang Mai, 50200, Thailand
Phone number:	+6653935271
Facsimile:	+663936207
Email:	kanokwan.sri@cmu.ac.th

4. Edits: Please reference section of Clinical Training Agreement (Example A1).

- Department of Anesthesiology
- Department of Emergency Medicine
- Department of Forensic Medicine
- Department of Internal Medicine
- Department of Obstetrics and Gynecology
- Department of Ophthalmology
- Department of Orthopedics
- Department of Otolaryngology
- Department of Pharmacology
- Department of Psychiatry
- Department of Radiology
- Department of Rehabilitation Medicine
- Department of Surgery

5. Additional language to Clinical Training Agreement – Global Health Program: English
6. This agreement is effective for an initial term of five years, and may be renewed for one additional term of three years. This Agreement may be modified at any time with the mutual written consent of the parties and either party may terminate the agreement according to Section B-12 of the Clinical Training Agreement.
7. This Agreement supersedes all prior contracts, agreements and understandings (whether written or oral) between the Parties with respect to the subject matter addressed in this Agreement.

The individuals executing this Implementation Letter are authorized to sign on behalf of their institutions and certify that their institutions have accepted the terms of the Clinical Training Agreement – Global Health Program and further agree to comply with its terms except as noted above.

FACULTY OF MEDICINE, CHIANG MAI UNIVERSITY:



June 26, 2020

Professor Bannakij Lojanapiwat, M.D.
Dean

Date

DES MOINES UNIVERSITY OSTEOPATHIC MEDICAL CENTER:



**Mark Peiffer, Senior Vice
President and CFO**

Digitally signed by: mpeiffer

Reason: I agree to the contract terms by the placement of
my signature on this document.

Date: 6/24/2020 9:06:46 PM

Mark Peiffer
Senior Vice President
and Chief Financial Officer

Date

DES MOINES UNIVERSITY
CLINICAL TRAINING AGREEMENT – GLOBAL HEALTH PROGRAM

The purpose of the Clinical Training Agreement (“Agreement”) and Implementation Letter is to guide and direct the parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality clinical learning experiences for health professions students at Des Moines University (“University”). University is ultimately responsible for the medical education program, academic affairs, and the assessment of health professions students. Clinical Site will provide medical students and faculty, if applicable, access to appropriate resources for medical student education.

Agreement includes the following health professions students:

- Doctor of Osteopathic Medicine
- Doctor of Podiatric Medicine and Surgery
- Doctor of Physical Therapy
- Physician Assistant
- Master of Public Health

Students participating in a University Global Health program will be required to review and sign the *Student Global Health Program Contract* and the *Comprehensive Release of Liability and Consent to Secure Medical Treatment*. These documents are located in Appendix A and Appendix B of this Agreement.

A. Responsibilities of the Clinical Site. The Clinical Site shall:

1. Provide a supervised clinical education experience in accordance with the objectives of the University's education program. The Clinical Site shall participate in the health professions student's performance report/evaluation process. University shall be responsible for providing any such forms for process, and Clinical Site agrees to submit evaluations within 14 days of any completed clinical education experience.
2. Appoint a clinical program coordinator and identify an authorized individual who will be the primary on-site resource for assigned students regarding security and personal safety issues.
3. Be responsible for the facilitation of the health professions student's professional growth through selection of patients for teaching purposes and educational assignments and for the provision of adequate space, equipment and supplies to the objectives of clinical training.
4. Assume complete responsibility for patient care and treatment. The Clinical Site will provide clinical instructors to maintain an acceptable instructor-health professions student ratio. The health professions student will participate in providing patient care under the supervision of qualified Clinical Site staff. The Clinical Site will remain responsible for the patient's care when a health professions student is assigned. Health professions students will not replace Clinical Site staff or act in a service capacity, apart from their educational goals.

Clinical Site agrees that clinical instructors assigned to educate the health professions students shall abide by this Agreement. If Clinical Site does not have the authority to manage clinical instructors, the clinical program coordinator shall contact the University in accordance to the notice section, section A 10, of this agreement.

5. In the event a health professions student is exposed to an infectious or environmental hazard or other occupational injury (e.g. needle stick) while at the Clinical Site, the Clinical Site will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by Clinical Site's emergency department or other appropriate facility as soon as possible after the injury. The health professions student is also required to meet universal precautions protocol explained in the safety document given during pre-departure orientation.

Exposures to blood borne pathogens via needlestick will be handled in accordance with standard needlestick protocols at the Clinical Site. The health professions student's health insurance will be the first party payer in instances of accidental exposure requiring testing and prophylaxis of the student. The Clinical Site is responsible for testing of the patient. The health professions student will be responsible for any charges thus generated.

6. If, in the course of the clinical education experience, the health professions student has a likelihood of exposure to radiation through exposure to fluoroscopy procedures or other significant radiologic sources, the Clinical Site will badge the health professions student in accordance with its protocols for measurement and reporting of radiation dosage. The health professions student's health insurance will be the first party payer. Reporting of any abnormal exposures will be in accordance with applicable state and federal regulation and policies within the Clinical Site. Alternately, in lieu of badging the health professions student, the Clinical Site may take steps to protect the student from the radiation source of concern (e.g., excuse them from fluoroscopy procedures) in order to assure radiation dosages are in accordance with the ALARA (As Low As Reasonably Achievable) principle.
7. Maintain liability insurance in an amount that is commercially reasonable.
8. Upon reasonable notice, permit the inspection by the University or its accreditation agencies of the Clinical Site's facilities and the services available for clinical experiences.
9. Provide written notification to the University promptly if a claim arises involving a health professions student.
10. All notices provided by the Clinical Site will be in writing, and will be deemed to have been duly given when delivered personally, deposited in the United States mail, by Federal Express or UPS, facsimile or email, addressed as follow:

Des Moines University
Attn: Senior Vice President and Chief Financial Officer
3200 Grand Avenue
Des Moines, IA 50312-4198
Contracts@dmu.edu
Phone: 515-271-1422
Fax: 515-271-4248

B. Joint Responsibilities

1. The representatives of both parties will seek each other's cooperation in carrying out the provisions of this Agreement. Both parties will recognize that the specific nature of the clinical experience required by the University may vary, and that following the execution of this Agreement and within the scope of its provisions, the parties may develop policies and procedures to formalize operational details of the program.
2. Both parties shall designate individuals who will be responsible for coordinating the clinical education program. Coordination, at a minimum, includes determining the number of health professions students, their length in the program, and their desired learning experiences. In addition, faculty supervision and expectations of the Clinical Site staff shall be determined prior to beginning any clinical education program.
3. The parties will work together to maintain an environment of quality patient care for Clinical Site patients and the attainment of learning objectives.
4. Both parties shall provide adequate orientation time for health professions students new to the Clinical Site. The Clinical Site, as part of orientation, will inform the health professions students of its policies and procedures to which the health professions student(s) are expected to adhere during the clinical education program and while on Clinical Site premises. A copy of the policies and procedures will be provided to the University's program representative.
5. Both parties shall plan and administer a clinical education experience, which will satisfy the requirements of all applicable laws, regulations and licensing or supervisory agencies. Each party to this Agreement is responsible for verifying that any of their health professions students and/or employees providing services under this Agreement is currently and appropriately licensed if applicable.
6. Both parties shall maintain in confidence health professions student files and personal information and limit access to only those employees that need to know and agree to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to University. For the purpose of this Agreement, pursuant to FERPA, University hereby designates facility as a school official with a legitimate educational interest in the educational records of the health professions students who participate in educational

rotations at Clinical Site to the extent that access to the records is required by Clinical Site to carry out its responsibilities.

7. The parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act Amendments Act, the Age Discrimination Act of 1975, and the related regulations to each. There shall be no discrimination on the basis of race, color, national origin, ethnicity, creed, religion, age, disability, sex, gender identity, sexual orientation, pregnancy, veteran status, genetic information and other characteristics protected by law in either the selection of Program Participants for participation in the Program, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Program.
8. Both parties understand that neither party to this Agreement may assign this Agreement without the prior written consent of the other.
9. The health professions students participating in the program will not be considered employees or agents of the Clinical Site for any purpose. Health professions students will not be entitled to receive any compensation from the Clinical Site or any benefits of employment from the Clinical Site, including but not limited to, health care or worker's compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. The Clinical Site will not be required to purchase any form of insurance for the benefit or protection of any health professions student of the University.
10. Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.
11. This Agreement contains the entire Agreement of the parties as it relates to this subject matter and may be modified only by additional written provisions contained in a properly executed Implementation Letter.
12. This Agreement may be terminated at any time and for any reason by either party upon not less than 180 days prior written notice to the other party. Should notice of termination be given under this Section, health professions students already scheduled to train at Clinical Site will be permitted to complete any previously scheduled clinical assignment at Clinical Site.

C. Responsibilities of the University. The University shall:

1. Appoint a program representative, who will serve as the University's representative to the Clinical Site. The program representative of the University shall be responsible for establishing a contact at the Clinical Site who agrees to serve as the Clinical Site representative.
2. Be responsible for submission of required reports/evaluations on health professions student's performance in the clinical education program. Only those health professions students who have satisfactorily completed curriculum prerequisites of the University's program shall be assigned to the Clinical Site clinical education program.
3. Be responsible for the assignment of health professions students to the Clinical Site. The University will provide the Clinical Site with the following required information in writing prior to the assignment of health professions students: health professions student's name, dates and hours of assignment, course expectations and other information specified by the Clinical Site at least 30 days in advance (or as soon as it is available).
4. Acknowledge that the Clinical Site will have no responsibility for the health care needs of health professions students except on an emergency basis and with prompt notification to the University. The University is also not responsible for the health care needs of the health professions students. It is also understood that the University will not allow health professions students to leave campus for a clinical experience without proof of personal health insurance.
5. Provide proof that both the University, and its health professions students, are each covered under a professional liability insurance policy for their acts at the Clinical Site. Such coverage shall be at least \$1 million per incident and \$3 million in aggregate. The University shall indemnify, save, and hold harmless the Clinical Site, its employees, and its affiliates from and against any loss (including legal expenses and attorney's fees), damage injury, or loss of life for the acts of its health professions students in the Clinical program. The Clinical Site shall cooperate fully with the University in defending against, and disposing of, any such suits.
6. Agree to require all health professions students to maintain the confidentiality of all patients and all information relating to patients. The University further agrees to require the health professions students to agree to maintain the confidentiality of all propriety information of the Clinical Site. The unauthorized release and/or discussion of a patient's protected health information or Clinical Site's proprietary information can result in the termination of the participation of a health professions student in the program or the termination of the Agreement.
7. Inform the participating health professions students of their responsibilities under this Agreement and of the requirements established in accordance with this Agreement. The University shall advise the health professions students that they will be required to adhere to the policies, procedures, clinical protocol, rules, regulations, and schedules of the Clinical Site, and conform to all uniform requirements, and participate in other Clinical Site facility activities as deemed appropriate to the clinical education experience.

8. Withdraw any health professions student at the request of the Clinical Site if performance is unsatisfactory to the Clinical Site. A request for health professions student withdrawal will be directed to the University's Clinical Program Representative. The Clinical Site shall have the right to suspend the health professions student immediately from clinical duties pending their formal withdrawal from the clinical program at the Clinical Site. The Clinical Site may restrict the health professions student to an observer role, pending either a further investigation or a request for withdrawal from the Clinical Site. The Clinical Site agrees to cooperate fully in the investigation and resolution of the health professions student's unsatisfactory performance.
9. Ensure that health professions students demonstrate hepatitis B, rubella, rubeola, and influenza vaccinations or immunizations as specified by the Clinical Site. Health professions students should have current (within ten years) tetanus immunization, current (within one year) negative PPD Tuberculosis test (Mantoux preferred); or if a positive PPD history, a negative chest x-ray, and physician documented history Chicken Pox or laboratory verification of immune status.
10. Ensure that each health professions student has obtained a criminal background check prior to leaving campus for a clinical education experience. The University shall maintain a repository for all files concerning criminal background checks of its health professions students and shall be responsible to report any criminal acts in writing to the Clinical Site before health professions students report for clinical education experience. Failure to report health professions student's criminal acts to the Clinical Site will negate the clinical experience and agreement between the University and the Clinical Site. Any additional background checks required by the Clinical Site are the responsibility of the health professions student to obtain and all costs related to the additional background checks are that of the health professions student's as well.
11. Have primary responsibility for planning the clinical educational program of the clinical experience at the Clinical Site after consultation with the Clinical Site staff. Health professions students may participate in the care of the patients in accordance with the policies and procedures set by the Clinical Site.
12. Report to the Clinical Site any change in the approval or accreditation of the University or its program.

Appendix A
Student Global Health Program Contract

Student Name

Program

The Student named above agrees as follows:

Risks of Global Health Program. I understand that participation in a Global Health program at Des Moines University ("University") involves risks not found in domestic rotations and programs. These include risks involved in traveling to and within, and returning from, one or more foreign countries; foreign political, legal, social, and economic conditions; local medical and weather conditions; different standards of design, safety and maintenance of buildings, public places and conveyances; increased potential for theft of personal property (which is not covered by the program's insurance), as well as other matters described in the information posted on the University's Global Health website which I have reviewed and will continue to check prior to departure and during the program. I have made my own investigation and am willing to accept these risks.

- A. Institutional Arrangements.** I understand that University does not represent or act as an agent for, and cannot control the acts or omissions of, any host institution, host family, transportation carrier, hotel, tour organizer or other provider of goods or services involved in the Global Health Program. I understand that University has exercised its best efforts in regard to these matters, but that it is not responsible for occurrences that are beyond its control.
- B. Comprehensive Release of Liability.** As condition precedent to participating in this program, University requires participants to execute the Comprehensive Release of Liability and Consent to Secure Medical Treatment which is appended to this Contract as Appendix B. By signing this document, you are waiving certain legal rights. Therefore, we urge you to take the time to read it carefully and we urge you to contact an attorney if you have any questions about it.
- C. Health and Safety.**
1. I have consulted/will consult with a medical doctor with regard to my personal medical needs. I have provided/will provide University with all medical data and any other personal information necessary for a safe and healthy Global Health program experience. There are no physical or mental health-related reasons, problems, or special dietary requirements or restrictions which preclude or restrict my participation in this program.
 2. I am aware of all applicable personal medical needs. I recognize that, while the University will use its best efforts to see that I receive adequate medical care while in this Program, I assume all risk and responsibility for my medical or medication needs and the cost thereof. If I require medical treatment or hospital care in a foreign country or in the United States during the program, I authorize the University to secure any necessary care deemed appropriate.
 3. The University may take any actions it considers to be warranted under the circumstances to protect my health and safety. I agree to express any health or safety concerns promptly to Global Health program staff or other appropriate persons.
 4. **Information for students with disabilities who may require accommodation:**
The University makes reasonable accommodations for students with disabilities who are otherwise qualified to participate in its activities and programs. However, the Americans with

Disabilities Act does not govern accessibility standards in other countries. The University does not discriminate on the basis of disability in admissions for Global Health programs, but is not responsible for assuring accessibility in international locations and cannot guarantee that accommodation will be available. While the University will try to arrange accommodation for special needs, students with disabilities must understand that some international experiences may not be appropriate for them.

In order to address this concern, the University policy requires students with special needs who require accommodation to self-identify at the time of application for participation in a Global Health program. The University will work with the campus disability services representative to determine whether the student's needs can be accommodated.

D. Standards of Conduct.

1. **Academic Conditions.** The University's Global Health programs are not travel tours. While travel during free time can be quite educational in itself, the University program does not grant academic credit for travel. The Global Health programs are strictly academic in nature, and students must expect to invest at least the same amount of time and effort that would be required for courses at a comparable level on campus.
2. **Program Participation.** I understand that students enrolled in Global Health programs are required to attend all scheduled classes, lectures, activities and field trips. This also includes mandatory attendance at pre-departure orientation sessions provided by the Global Health department and orientations at the host institution. University orientation includes:
 - a. Meeting and/or discussing with the Global Health dept. specific information about the rotation site
 - b. Students are required to read the Global Health Safety guidelines posted on the website
 - c. Enrolling in STEP (State Travel Enrollment Program) online
 - d. In some cases, students are asked to write a post reflection essay
3. **General Behavior.**
 - a. I understand that each foreign country has its own laws and standards of acceptable conduct, including dress, manners, morals, politics, drug use and behavior. I recognize that behavior which violates those laws or standards could harm the University's relations with those countries and the institutions therein, as well as my own health and safety. I am aware that if I violate laws of the host country, I may place myself in legal jeopardy and that U.S. standards of due process may not apply. I will become informed of, and will abide by, all such laws and standards for each country to or through which I will travel during the program.
 - b. I also will comply with University's rules, standards, and instructions for student behavior as outlined in the University's honor code and the student handbook.
 - c. I agree that I will not engage in any of the following activities while participating in the program (unless required by the program and supervised by a certified instructor): mountaineering where ropes or guides are normally used; hang gliding; parachuting; bungee jumping; operating a motor vehicle of any kind (including motorcycle); racing by horse, motor vehicle, or motorcycle; parasailing; participating in any professional sports or

competitions; or riding as a pilot, student pilot, operator, or crewmember in or on any type of aircraft.

- d. I understand that before, during or after the program there may be time that is not allocated to academic or programmatic components and I may have the option to travel at my own expense. I agree to inform a representative of the program of my travel plans, understand that the University is not responsible for me while I am engaged in independent travel, and understand that any such travel is at my sole risk and expense.
- e. I will attend to any legal problems I encounter with any foreign nationals or government at my own expense. I understand that, while the University will use its best efforts to assist me, it is not responsible for providing me with legal representation.
- f. I agree that University has the right to enforce the standards of conduct described above in its sole judgment, and that it may impose sanctions up to and including removal from the program for violating these standards or for any behavior detrimental to or incompatible with the interest, harmony and welfare of the University, the program, or other participants at any time prior to or during participation in the program. I recognize that, due to the circumstances of the program, procedures for notice, hearing and appeal applicable to student disciplinary proceedings at my university do not apply. If I am removed from the program, either before or during participation, I understand that I will be sent home at my own expense.

E. **Financial Obligations.** Students are required (but not limited to) paying for airfare, VISA for the country to be visited (when applicable), accommodations, transportation, food, registration fees (if applicable), and any other local expenses.

F. **Program Changes.** The University has the right to cancel the program at any time prior to departure. It also reserves the right to cancel a program in progress and to require all participants to return to the United States if it determines that conditions pose a heightened risk of danger to students. I understand that the University may alter the program's itinerary, travel arrangements, or accommodations due to emergency or changed conditions, and agree to be responsible for additional costs. Understanding that the University will make every reasonable effort to minimize the effect of same, I accept all responsibility for loss or additional expenses due to transportation delays, necessary program changes, sickness, weather, strikes, or other unforeseen causes. If I fail to meet a departure bus, airplane, or train, I will at my own expense seek out, contact, and reach the program group at its next available destination.

- 1. I agree that if I decide to leave the program for any reason, including illness or accident, I will be responsible for any and all costs and expenses associated with my return home.
- 2. I agree that the University may notify my emergency contact that I am no longer affiliated with the program.

I have read this Student Global Health Program Contract carefully before signing it and agree that it contains my entire agreement as to my participation in the program. This agreement shall become effective only upon acceptance by the University of my application for the program.

Signature of Student

Date

Appendix B
Comprehensive Release of Liability
And
Consent to Secure Medical Treatment

By signing below, I acknowledge and agree to the following:

1. I understand that this is a binding legal document the purpose of which is to minimize the legal liability of Des Moines University ("University") in connection with my participation its Global Health program, and that I am encouraged to consult an attorney if I have any questions about its meaning or significance.
2. I warrant that I am at least 18 years of age and am competent to enter into this contract knowingly and voluntarily.
3. I have read, understand and agree to the Student Global Health Program Contract, and in particular, the summary of the Program's risks outlined in it.
4. I understand that my participation in the Program is voluntary.
5. In consideration of being permitted to participate in the Program, I agree to assume the risks of such participation. Further, for myself, and on behalf of my executors, administrators, heirs, and family members, I agree to release and hold harmless the University, its trustees, officers, employees, agents, volunteers, assigns and successors, from any and all claims or suits that may result from my injury or death, or the loss of or damage to my personal property, whether accidental or through the negligence of the aforementioned, arising in any way from my participation in the Program.
6. In consideration of being permitted to participate in the Program, I, for myself, and on behalf of my executors, administrators, heirs, and family members, agree to release and hold harmless the University, its trustees, officers, employees, agents, volunteers, assigns and successors, from any and all claims or suits that may result from the negligence of any other participant during my participation in the Program, including claims relating to injury to my person or my property.
7. I hereby consent in advance and authorize the University, its officers, employees, volunteers and agents to secure on my behalf any emergency medical treatment or services deemed appropriate under the circumstances.

Participant Signature

Date

Participant Name (Please print)

Program