



UNIVERSITY
of HAWAI'I
MĀNOA

MEMORANDUM

February 3, 2023

TO: David Lassner
President

VIA: Michael Bruno *Michael Bruno*
Provost

VIA: Laura Lyons *Laura F. Lyons*
Interim Vice Provost for Academic Affairs

FROM: Nathan Mur *Nathan Mur*
Dean, College of Education

FROM: Tetine Sentell *Tetine Sentell*
Interim Dean, Thompson School of Social Work and Public Health

SUBJECT: Request to Approve the Affiliation Agreement Between the University of Hawai'i at Mānoa, College of Education, School of Social Work and Public Health and the Rehabilitation Hospital of the Pacific

SPECIFIC ACTION REQUESTED:

It is requested that the President approve this Affiliation Agreement between the University of Hawai'i at Mānoa, College of Education, School of Social Work and Public Health and the Rehabilitation Hospital of the Pacific. Once signed by the President, please return this AA to the College of Education to be forwarded to the other agency for signature.

RECOM ENDED EFFECTIVE DATE:

September 1, 2022 – August 31, 2027

ADDITIONAL COST:

There are no additional costs associated with this request.

PURPOSE:

The purpose of this request is for the University of Hawai'i at Mānoa and the Rehabilitation Hospital of the Pacific to establish and maintain a formal relationship in order to provide University students with the opportunity to train and obtain further education and instruction.

within a rehabilitation and/or social work hospital clinical setting, while integrating health education, research, and other related health care programs.

BACKGROUND:

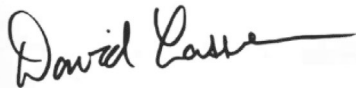
The iCare (implementation of Cancer Rehabilitation) internship program was launched in 2017 in collaboration with the Rehabilitation Hospital of the Pacific. We accepted our first cohort of students in the Spring of 2018. To date, we have trained 125 undergraduate students. KRS students are required to perform a 160-hour practicum in health and exercise science (KRS 488, 4 credits), and the iCare internship provides an opportunity to fulfill this requirement. This internship program is unique because it provides specialized training in cancer exercise rehabilitation and provides students with the opportunity to have direct patient interaction. Cancer survivors face treatment-related toxicities which potentially develop into lifelong, chronic illnesses. These toxicities cause dysfunction to all the major systems in the body such as cardiovascular dysfunction, reduced immunity, peripheral neuropathy, and cancer related fatigue. In this program, students are taught how to create exercise programs which may counteract these effects. Students develop a new skill set and apply classroom knowledge to clinical practice, bridging the gap between textbook education and practical application. Students are paired with patients, where they develop tailored exercise prescriptions for their assigned patients, and then lead the one-on-one exercise training sessions over the course of the semester. Patients undergo a pre- and post-fitness test, so the efficacy of the student's exercise program is also tested. Students are responsible for ensuring that their patient maintains or improves their fitness, while also providing social support for their patient, another critical aspect of survivorship care.

ACTION RECOMMENDED:

It is recommended that the President approve this Affiliation Agreement between the University of Hawai'i at Mānoa, College of Education, School of Social Work and Public Health and the Rehabilitation Hospital of the Pacific.

Attachment: Affiliation agreement

☒ APPROVED ☐ DISAPPROVED:



David Lassner
President

February 15, 2023

Date

AFFILIATION AGREEMENT
BETWEEN
THE UNIVERSITY OF HAWAII

AND
REHABILITATION HOSPITAL OF THE PACIFIC

THIS AFFILIATION AGREEMENT, effective as of September 1, 2022, is by and between Rehabilitation Hospital of the Pacific, a Hawai'i non-profit corporation, 501(c)(3), whose business and mailing address is 226 N. Kuakini Street, Honolulu, Hawai'i 96817 (hereafter the "Health Care Facility" or "HCF") and the University of Hawai'i, the state university and a body corporate of the State of Hawai'i, whose business address is 2444 Dole Street, Bachman Hall, Honolulu, Hawai'i 96822 (hereafter the "University"), for the benefit of its University of Hawai'i at Manoa:

1. College of Education, Department of Kinesiology and Rehabilitation Science, whose business address is PE Athletic Room 231, 1337 Lower Campus Road, Honolulu, Hawai'i 96822; and
2. Thompson School of Social Work and Public Health, whose business address 2430 Campus Road, Gartley Hall, Honolulu, Hawai'i 96822,

(hereafter collectively referred to as the "Participating Schools").

RECITALS

WHEREAS, the University and the Health Care Facility, in the interest of establishing and maintaining an affiliation relationship, are desirous of entering into this agreement for the purposes of: (1) providing the students in the University's Participating Schools (hereafter collectively the "Students") with the opportunity to train and obtain further education and instruction within a rehabilitation and/or social work hospital clinical setting (hereafter collectively the "Clinical Experiences") and (2) more effectively integrating their health education, research, and health care programs; and

WHEREAS, it is of mutual interest and advantage to the University and the Health Care Facility that the Students be given the benefit of Clinical Experiences at the Health Care Facility; and

WHEREAS, this agreement is expected to bring together key faculty members appointed by the University and medical practitioners to enhance and strengthen the practice of medicine and enrich the medical education process; and

WHEREAS, the Health Care Facility has the necessary facilities and resources to provide the Students with the Clinical Experiences; and

WHEREAS, it is the intention of the University and the Health Care Facility to enter into this Agreement in order to provide a statement of the respective covenants, conditions, and agreements in connection with the establishment of this affiliation relationship,

NOW, THEREFORE, the parties mutually agree as follows:

- I. Scope. This Agreement shall apply to the University student educational program at the HCF ("Program").
- II. University Responsibilities.
 - A. Education Programs. Responsibility for academic affairs and the education, assessment and evaluation of Students rests with the University. This responsibility for Student education includes planning, implementing, programming, administering, developing and overseeing the delivery or accomplishment of curriculum content, evaluations, monitoring Student experiences in line with Program objectives, making faculty appointments, overseeing faculty administration, and setting requirements for promotion and graduation. In addition, University shall assure that Students participating in the Program have satisfactorily completed the prerequisite didactic portion of the curriculum.
 - B. Attending Physician. The University shall accept the principle that the care of the patient is the responsibility of the attending physician or responsible provider. However, the responsibility of the attending physician, responsible provider or HCF for patient care should not diminish or preclude opportunities for Students to participate in patient care duties under the appropriate supervision of faculty while knowing that such opportunities for patient care will first need the patient's consent.
 - C. Designate Program Director. Designate an appropriately qualified University faculty member to be the Program director, who shall work with a designee of the Affiliate in planning the Program for the Students.
 - D. Appoint Qualified Faculty. The University shall appoint and assign appropriately licensed, certified, or otherwise qualified clinical faculty members who shall teach Students and deliver other educationally related services.
 - E. Compliance with HCF Rules, Regulations, and Policies and Practices. The University shall require Students working within the HCF to conduct themselves in accordance with the policies, practices, rules, and regulations of the HCF, including policies relating to the Health Insurance Portability and Accountability Act of 1996 (hereafter "HIPAA"), professional conduct, dress code, badges, and respect in the workplace, and advise all University students assigned to HCF about the confidentiality of patient/client records and patient/client information imparted during the Clinical Experiences, and that such confidentiality requirements survive the term or expiration of the Agreement..
 - F. Notify HCF of Major Changes. The University shall notify the HCF as soon as possible of any anticipated changes in educational policy, Program services, or other matters that may have significant implications for HCF's programs, services, and operations. If this change reasonably may be seen as having adverse impact or impact on HCF, then HCF shall have the right to immediately terminate the Agreement in its sole discretion notwithstanding any other provision of this Agreement.

- G. Orientation. The University will provide the HCF's staff with an orientation regarding the goals, learning objectives, format, content, and details of the Program and the Clinical Experiences to be implemented at the HCF, and, if HCF requests, with instruction with respect to the University's expectations regarding assessment of the Students while at HCF.
- H. Evaluation Meetings. The University shall meet with HCF on a periodic basis to evaluate the parties' relationship and the Program as pertains to the Clinical Experiences at the HCF.
- I. Proof of Immunizations and Drug Tests or Similar Screenings. Require all students to show proof of current immunization for Hepatitis B or sign a waiver of declination, and to have had a recent two-step skin test for tuberculosis, and have documented any other appropriate immunizations on file with the University that HCF may request.
- J. Background Check. The University is to obtain and verify the criminal background information on all of its Students who are participating in the Clinical Experience; or agrees to inform its Students who are participating in the clinical Experience that he/she will be responsible for providing HCF with an appropriate criminal background check(s) prior to any participation in the Clinical Experience should the HCF request such check(s).
- K. To inform Students who are participating in the medical education program at HCF that they shall have the full financial responsibility for any medical care provided to them while at HCF and costs of any emergency transfers. Such Students are required to maintain health and insurance and provide proof of such health insurance to the University. HCF may request that Students provide proof of health insurance to HCF prior to beginning of the Clinical Experience.

III. HCF Responsibilities.

- A. Cooperation to Ensure Success. The HCF shall: (1) cooperate with the University to help ensure the success and achieve the objectives of the Program; (2) make the HCF's facilities, services, and resources available for use as appropriate in the sole discretion of the HCF in the clinical instruction of the Students, including, the HCF's facilities, related services, support services, graduate and continuing medical education programs, library holdings and access to other library systems, conference, lecture and classroom areas, equipment, supplies, areas for individual student study, computers and/or internet access, ancillary services, and access to patients, in an appropriately supervised environment. HCF will provide students and faculty with security badges, which must be worn at all times that students and faculty are on the HCF premises. However such use, provisions and access will be subject to its availability; and (3) provide Students with clinical and educational experiences in health care as outlined in a schedule agreed upon by the parties..
- B. Conduct of HCF Operations. During such times when medical students of the University are rotating on the HCF premises, the HCF shall be accredited by The Joint Commission (or by another entity with reasonably equivalent standards)

and operate and maintain its facilities in accordance with the standards prescribed and maintained by The Joint Commission and shall maintain all licenses required by the applicable laws, statutes, ordinances, rules, and regulations of the federal, state, and county governments, including, without limitation, all licenses required to own and operate the HCF's facilities. The HCF agrees to immediately notify the University of any adverse accreditation decision by The Joint Commission, any licensure lapse, or any unfavorable action with regard to licensure no later than fifteen (15) days of such decision, lapse or action. The HCF shall also operate in accordance with applicable accreditation and other standards of quality generally accepted in the field of HCF's activities, and further, represents that HCF's respective officers, employees, agents, and representatives are qualified (and licensed, if necessary) to engage in the activities, services, duties, and obligations in which they participate under this Agreement.

- C. Patient Care. The HCF shall retain complete control and responsibility for the care and management of all HCF patients, including, without limitation, all related duties, responsibilities, and services. It is understood that in no case shall the Student in learning situations replace or be considered a substitute for the HCF's staff.
- D. Provide Policies. The HCF shall provide faculty members and Students with: (1) an orientation covering the HCF's facilities, programs, policies, quality standards, practices, rules, and regulations and (2) access to the HCF's policies, quality standards, practices, rules, and regulations at the time of such orientation.
- E. Amenities. In accordance with the HCF's existing medical staff policies, the HCF shall provide University faculty and Students with amenities (such as parking, lockers and/or secure storage space for personal belongings, call rooms, and meals) as deemed appropriate and consistent with other educational programs within the HCF, while the University faculty and Students are assigned to the HCF's facilities. However, such amenities will be subject to its availability and subject to the policies and procedures of HCF.
- F. Designate Liaison. The HCF shall designate a liaison person or persons whose responsibility shall be to assist the faculty in the selection and coordination of Student Clinical Experiences appropriate to the various levels of learning (hereafter the "HCF liaison"). The HCF shall provide at least one staff member for the University's Program and Clinical Experiences at the HCF and such other staff members as the HCF and the University deem appropriate, who shall be responsible for the coordination of Students in the Clinical Experiences at the HCF.
- G. Notify the University. The HCF shall notify the University as soon as possible of any changes in the HCF's policies, practices, rules, regulations, programs, services, facilities, operations, or other matters that may have significant implications for any the University's programs, services, or operations, or impacts the Students.

- H. Environmental Exposure. In the event a medical student is exposed to an infectious, environmental, or occupational hazard at the HCF, the HCF shall be responsible only for assisting such medical student to obtain emergency medical care by calling 911 or the local EMS or in the same manner as the HCF provides emergency care to its employees. However, the Student shall be financially responsible for the costs of such evaluation, treatment and counseling. Follow-up after the initial evaluation, treatment and counseling will not be the responsibility of the HCF, and will proceed according to applicable University health policies and procedures.
- I. Right to Exclude. The HCF may exclude any Student or faculty member from the Program if it is determined in its sole discretion that the student or faculty member failed to abide by HCF's policies. In such event, said participant's participation in the clinical training and fieldwork experience shall immediately cease.
- J. University Code. To the extent that any action taken by the HCF, including any action taken under or pursuant to paragraph J, implicates or affects the hearing or appeal processes conducted pursuant to the University's Code of Conduct ("University Code"), the HCF shall cooperate with the University in any investigation or proceeding relating to such hearing or appeal processes under the University Code. To the extent that any action taken by the HCF under or pursuant to this Agreement implicates or affects the hearing, appeal, or other employment processes of the University applicable to the Program faculty members, the HCF shall endeavor to cooperate with the University in any investigation or proceedings relating to such hearing, appeal, or employment processes with respect to the Program faculty.
- K. Notification of Incidents. The HCF shall immediately notify the University of any situation or behavior that may jeopardize the ability or capability of the University or the HCF to perform or meet their obligations under this Agreement. Pursuant to Section III.J above, the HCF shall also immediately notify the University of any situation or behavior involving any Student or faculty member that is deemed by the HCF to pose a significant, credible, or specific threat of harm to any person, including HCF's patients or staff. HCF will resolve any situations in favor of its patients' welfare and restrict Student or faculty members to the role of an observer when a problem may exist until the incident can be resolved by HCF staff in charge of Student, or Student and/or faculty member is removed.
- L. Student Safety. The HCF shall orient the Students to the safety and security measures in place for employees of the HCF's facilities, and shall make reasonable efforts to ensure the safety of Students.
- M. Notification of Incidents. The HCF shall use its best efforts to notify the University in writing within twenty-four (24) hours after learning of the occurrence of any incident involving a Student's or faculty member's potentially inappropriate or illegal activities in relation to the Program, or any incident involving a student or faculty member that violates the terms of participation in the Program or Clinical Experiences, or of this Agreement.

IV. Cooperative Commitments.

- A. Appropriate Learning Environment. The HCF and the University agree to share the responsibility for creating and maintaining an appropriate learning environment to promote the development of professional attributes (e.g., respect for patients, peers, and health care workers; responsibly fulfilling assigned duties; giving and receiving feedback to enhance learning and patient welfare, etc.) in the Students. The HCF will encourage participation of its staff who are clinical Instructors when requested to give feedback on students' professional attributes based on the assessment or evaluation formats provided by the University.
- B. No Exchange of Financial Obligations. It is understood and agreed by both the HCF and the University that this Agreement does not provide for any specific payment or exchange of money nor is it intended that each necessarily incur any financial obligations. There will be no compensation of any kind exchanged or paid between the parties under this Agreement. Neither party shall incur any financial obligation on behalf of the other party. The Students will not be entitled to any monetary or other remuneration for services performed by them at the HCF's facilities, nor will the HCF be required to pay the Students for any services performed by or activities completed by the Students in connection with the Clinical Experiences.
- C. Status of Students. It is expressly agreed and understood by the University and the HCF that the Students in the Program are in attendance at the HCF's facilities solely for educational purposes, and are not employees of the HCF for any purpose including, but not limited to, compensation for services, employee welfare and pension benefits, fringe benefits of employment, or workers' compensation insurance.
- D. Risk Management Issues. The parties recognize that, during the term of this Agreement and for a period thereafter, certain risk management issues, legal issues, claims or actions may arise that involve or could potentially involve the University and its officers, employees, or Students, the HCF, and/or the HCF's officers, employees, and/or agents. The parties further recognize the important benefits of cooperating with each other in good faith when such issues, claims or actions arise, to the extent such cooperation does not violate any Applicable Laws, cause the breach of any duties created by any policies of insurance or programs of self-insurance, or otherwise compromise the confidentiality of communications or information regarding the issues, claims, or actions. As such, to the extent possible, the parties hereby agree to cooperate, to the extent permitted by law, and the capacity and authority granted by the appropriate governing, oversight, and/or management portion of each party, in good faith, using their best reasonable efforts, to address such issues, claims, or actions in a manner that strongly encourages full cooperation between the parties to provide reasonable access to records, but in a way where the parties share information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and State peer review and joint defense laws. Each party agrees to notify the other within three (3) days of receipt of any lawsuits, claims, or notices of intent to file a lawsuit based in any manner upon the services rendered pursuant to this Agreement. Once claims or actions are filed, however, the parties acknowledge and understand that they will be

represented by counsel and that their agreement to cooperate is subject to advice of counsel.

- E. No Employer/Employee Relationship. Both parties mutually agree that nothing in this Agreement is intended to, nor shall it be construed to create, an employer/employee relationship between the University and the HCF's officers, employees, agents, or representatives, nor between the HCF and the Students, nor between the HCF and the Program faculty members, officers, employees, or representatives. The mere participation in the performance of the work and services under this Agreement shall not constitute nor be construed as employment with each other and shall not entitle each party or each party's officers, employees, agents, and representatives to vacation, sick leave, retirement, or other benefits afforded the other party's employees. Each party shall be responsible for payment of applicable income, social security, and any other federal, state, county or municipal taxes and fees of their respective employees. The parties understand and agree that under no circumstances shall any of the Students be considered an agent, officer, or employee of the University or the HCF.
- F. Independent Entities. Except as otherwise specified herein, the parties mutually agree that nothing in this Agreement shall be construed to create any relationship between the University and the HCF, other than that of independent entities contracting with each other solely for the purpose of performing services under this Agreement, including providing the Clinical Experiences. Neither the parties hereto, nor any of their respective officers, directors, agents, or employees shall, by virtue of this Agreement, be deemed to exercise any function for the other party, except as specifically provided herein. In the performance of the work, services, duties, and obligations under this Agreement, the University and the HCF shall at all times act and perform as "independent contractors," each with the authority and responsibility to control and direct the performance and details of its work, services, duties, and obligations required under this Agreement; however, the parties shall have a general right to inspect work in progress to determine whether the work, services, duties, and obligations are being performed by the other party in accordance with the terms of this Agreement.
- G. Intellectual Property. Without the mutual written agreement of both parties, no summary, report, map, chart, graph, table, study, or other document or discovery, invention, or development produced in whole or in part under this Agreement shall be the subject of an application for copyright, trademark, patent, or other intellectual property right by or on behalf of either party or either party's officers, employees, agents, or representatives.

V. Privacy and Confidentiality.

- A. Confidentiality and Health Insurance Portability and Accountability Act ("HIPAA") Compliance. The HCF and the University agree to comply with all Applicable Laws relating to the confidentiality of patient and treatment information, including, without limitation, HIPAA. The University shall require and direct the Students participating in the Clinical Experiences under this Agreement and working within the HCF's facilities to comply with HIPAA and the HCF's policies and procedures governing the use and disclosure of confidential health information under

Applicable Laws, including HIPAA. The Students participating in the Clinical Experiences at the HCF's facilities under this Agreement shall be trained by the University in the requirements of the privacy and security provisions of HIPAA. HCF shall inform the Students of the HCF's policies and procedures in handling such confidential health information.

- B. HCF to Protect Confidentiality. The HCF will protect the confidentiality of information that it receives from the University and the School to the extent required under applicable state and federal laws including, without limitation, the Family Educational Rights and Privacy Act (FERPA), together with its implementing rules and regulations.

VI. No Unlawful Discrimination. The parties agree to the following:

- A. Student Selection. The parties agree that all Students participating in the Program pursuant to this Agreement shall be selected without discrimination on account of race, sex, sexual orientation, gender identity or expression, color, creed, religion, national origin, ancestry, age, physical or mental disability, marital status or veteran status.
- B. University and HCF. In the performance of this Agreement, the HCF and the University shall comply with all applicable federal, state, and local laws, statutes, ordinances, rules, regulations, orders, and directives prohibiting discrimination, including without limitation, laws prohibiting discrimination: (1) on the grounds of race, color, national origin, ancestry, religion, creed, sex, sexual orientation, gender identity or expression, age, physical or mental disability, marital status, or veteran's status or any other basis protected by law, or (2) in affording, providing, or granting the benefits of the services performed by the parties under this Agreement. In addition, each party shall comply with all applicable federal, state and local discrimination laws including but not limited to the Civil Rights Act of 1964, the Equal Pay Act, the Rehabilitation Act of 1973, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Vietnam Era Veterans Readjustment Assistance Act of 1974. In addition, either party shall comply with all requirements of any applicable affirmative action laws, including but not limited to Executive Order 11246.

VII. Term. The term of this Agreement shall commence on September 1, 2022 and continue in effect for a period of five (5) years, through and including August 31, 2027, unless this Agreement is terminated as provided herein.

- A. Amendments. Neither this Agreement, nor any provision hereof, may be amended, discharged or terminated orally, and any such amendments must be made by an instrument in writing, signed by the parties hereto.

VIII. Responsibility and Insurance.

- A. Neither Party is Responsible for the Other. Neither party shall be responsible for the acts and omissions of the Students, the other party, or the other party's employees and agents in carrying out this Agreement. To the extent either party utilizes its own equipment, products, or other personal property in the performance of its obligations under this Agreement, such party shall take

ordinary care that such equipment, product, or other personal property is suitable and fit for the purpose intended by such party and otherwise operates in accordance with applicable manufacturers specifications or government standards and safety regulations.

- B. HCF Responsibility. HCF shall be responsible for damages or injury caused by the HCF's officers and employees in the course of their employment under this agreement to the extent that the HCF's liability for such damage or injury has been determined by a court or otherwise agreed to by the HCF. The HCF shall pay for such damages and injury to the extent permitted by law, pursuant to court order or agreement by the HCF.
- C. University Responsibility. The University shall be responsible for damages or injury caused by the University's officers and employees in the course of their employment to the extent that the University's liability for such damages or injury has been determined by a court or otherwise agreed to by the University. The University shall pay for such damages or injury to the extent permitted by law and provided that funds are properly appropriated, allotted, or otherwise properly made available for that purpose. In each instance in this Agreement (including, without limitation, any of the policies, practices, procedures, rules, regulations, and guidelines adopted or implemented by the HCF) where the University is obligated to assume responsibility or liability of any type or nature for damages or injuries, including, without limitation, any obligation to perform, be responsible for failure to perform, or pay monies, such obligation shall be subject to and limited by the provisions of this Section VIII.C. The HCF acknowledges that this provision, in itself, shall not constitute or be interpreted to be any type of indemnification, defense, or hold harmless obligation of the University. The University's obligations under this Section VIII.C shall survive the expiration or earlier termination of this Agreement.
- D. University Cannot Indemnify or be Responsible for Others. As the University is not authorized to agree to indemnify, defend, hold harmless the HCF, or be responsible for the acts or omissions of any other persons or entities (except for the University's officers and employees), the University may not agree to any such obligations. Notwithstanding anything to the contrary contained in this Agreement, in each instance in this Agreement (including, without limitation, any of the policies, practices, procedures, rules, regulations, and guidelines adopted or implemented by the HCF) where the University is or may be obligated to: (a) be responsible for the acts/omissions of other persons or entities (except the University's officers and employees) or (b) indemnify, defend, or hold harmless the HCF or any other persons or entities, such obligations shall be deemed null and void and such contrary responsibility, indemnity, defense, and/or hold harmless obligations shall be deemed to be superseded by this provision, and of no force or effect.
- E. Subject to Funding. To the extent that the University is: (1) obligated to perform under this Agreement, (2) obligated to make any payments under this Agreement, or (3) deemed liable under this Agreement, the University's ability to satisfy such obligations or liabilities, particularly any obligations requiring the payment of any amount of monies, is limited to that which is permitted by law and is subject to the condition that funds are properly appropriated, allotted, or

otherwise properly made available for the purpose of satisfying such obligations or liabilities. Notwithstanding anything to the contrary contained in this Agreement, this provision shall apply to and qualify each and every obligation of the University to perform under this Agreement, including, without limitation, any obligation of the University to pay or reimburse the HCF for any work performed by the HCF due to the University's failure or refusal to perform under this Agreement.

- F. Malpractice Liability Insurance. If applicable, the University shall require that the Students be appropriately covered by professional liability insurance with limits of liability not less than \$1,000,000.00 (One Million) per occurrence, \$3,000,000.00 (Three Million) aggregate.
- G. HCF Insurance. The HCF shall obtain, maintain, and keep in force throughout the time of performance of services under this Agreement: (1) general liability and property damage (with an extended endorsement) insurance covering the use of HCF's facilities and (2) professional liability (malpractice) insurance for itself and its staff in amounts that are reasonable to cover its liabilities, but in any event shall be in minimum limits of One Million Dollars (\$1,000,000.00) arising out of each occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate. The liabilities to be covered by the insurance described hereunder may be covered through a self-insurance program.
- H. Damages. In no event shall either party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, or an incidentally, special, or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages.
- IX. Force Majeure. Neither party shall be liable to the other for any failure, delay, or interruption in performing its obligations under this Agreement due to causes or conditions beyond its reasonable control. Such party's performance, to the extent that it is so prevented, delayed, or interrupted by causes or conditions beyond its reasonable control, shall be excused for the time period of such prevention, delay, or interruption. If a force majeure event occurs, the nonperforming party shall make reasonable efforts to notify the other party of the nature of any such condition or event and the anticipated extent of the delay, interruption, or prevention.
- X. Notices. Except as otherwise specifically provided herein, all notices, demands, requests and other communications given under this Agreement shall be in writing and shall be (a) delivered in person, (b) mailed by first class mail, certified or registered, return receipt requested, postage prepaid, or sent by commercial courier, at the sender's expense, (c) transmitted by fax transmission, or (d) transmitted by electronic mail, to the addresses below:

If to HCF:	HCF's representative Stephanie Nadolny, President & Chief Executive Officer Rehabilitation Hospital of the Pacific 226 N. Kuakini Street Honolulu, Hawai'i 96817
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Email: stephanie.nadolny@rehabhospital.org

If to University:

Paulette M Yamada Tamashiro, Ph.D.
Associate Professor
College of Education
University of Hawai'i at Manoa
PE Athletic Room 231
1337 Lower Campus Road
Honolulu, Hawai'i 96822
Email: pyamada@hawaii.edu; and

Tetine Sentell
Interim Dean
Thompson School of Social Work and
Public Health
University of Hawai'i at Manoa
2430 Campus Road
Gartley Hall, Room 204
Honolulu, Hawai'i 96822

Email:

Notices, demands, requests, and other communications shall be deemed served or given for all purposes hereunder at the time such notice, demand, request, or communication is delivered in person or delivered by commercial courier, the sender of the fax transmission has received confirmation of its transmission from the sender's fax machine, or three days following such mailing thereof, as the case may be. Notices, requests, demands, and other communications hereunder may be transmitted by electronic mail or similar electronic transmission but will not be considered official notice unless the sending party receives confirmation that the receiving party has received the email.

XI. Termination of Agreement.

- A. For Cause. If either party fails to satisfactorily perform any of its obligations or breaches any of the terms or conditions of this Agreement, the non-breaching party shall give the breaching party at least a ten (10) day notice to cure any such failure or default. If the breaching party thereafter fails to take satisfactory corrective action within the time specified by the non-breaching party, the non-breaching party shall have the right to terminate this Agreement for cause, breach, or default by giving written notice to the breaching party of such termination at least sixty (60) calendar days prior to the effective date of such termination. This Agreement, however, may not be terminated for cause, breach, or default if the breaching party shall commence efforts to cure within the time specified and shall thereafter diligently and continuously pursue the same until completion.
- B. Without Cause. Either party may, upon giving the other party at least one hundred eighty (180) days' prior written notice, terminate this Agreement without cause.

- C. Survival of Obligations. Upon any termination or expiration of this Agreement, all rights and obligations of the parties shall cease except those rights and obligations that have accrued or are intended to or expressly survive such termination or expiration, as provided under this Agreement, including without limitation, the HCF liability and insurance obligations hereunder (such as Sections VIII.B (HCF Responsibility) and VIII.G (HCF Insurance)), the University's liability obligations and limitations hereunder (such as Section VIII.C (University Responsibility), VIII.D (University Cannot Indemnify), and VIII.E (Subject to Funding)), and the University insurance obligations hereunder. If this Agreement is terminated, any other provision of this Agreement notwithstanding, the breaching party shall not be relieved of liability to the non-breaching party for damages sustained because of any breach of this Agreement.

XII. General Provisions.

- A. Governing Law. This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Hawaii, and the courts of the Circuit Court of the First Circuit of the State of Hawaii shall have exclusive jurisdiction in any action to interpret or enforce this Agreement. The provisions of this paragraph shall survive expiration or other termination of this Agreement regardless of the cause of the termination.
- B. Severability. If any provision of this Agreement or the application thereof to any person, entity, or circumstance shall, to any extent, be deemed invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement, or the application of such provision to persons, entities, or circumstances other than those as to which it is invalid, void, or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and enforceable to the full extent permitted by law.
- C. Assignment. No party may assign or otherwise transfer any of its interests in or under this Agreement without the prior written consent of the other party. Such consent shall not be unreasonably withheld, conditioned, or delayed. In making such assignment or transfer, the assigning party will require the assignee or transferee to assume and be responsible for all of the assigning party's obligations under this Agreement, including, without limitation, any obligations relating to the conduct of the Clinical Experiences and the Program at or within the HCF's facilities.
- D. Waiver. Any waiver of the terms, conditions, or provisions of this Agreement or a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the terms, conditions, or provisions of this Agreement or such party's rights or remedies at any time, will not be construed as a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take any subsequent action. No exercise or enforcement by any party of that party's rights or remedies under this Agreement will preclude the enforcement by such party of any of its other rights or remedies that are available under this Agreement or bylaw.

- E. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all other prior or concurrent oral or written agreements, understandings, and communications relating to such subject matter between the parties hereto.
- F. No Party Deemed Drafter. No provision of this Agreement shall be interpreted for or against any party on the basis that such party drafted or prepared such provisions, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement. All provisions of this Agreement have been negotiated by the University and the HCF at arm's length and with full opportunity of representation by legal counsel and neither party shall be deemed to be the drafter of this Agreement.
- G. Binding Effect. Subject to any provisions herein restricting assignment or transfer, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective executors, administrators, legal representatives, successors, and permitted assigns.
- H. Conflicts of Interest. The parties represent that they presently have no interest and promise that they shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the work or services provided under this Agreement.

[Signature page to follow.]

IN WITNESS WHEREOF, authorized representatives of the parties hereto have executed this Agreement as evidenced below.

UNIVERSITY OF HAWAII

REHABILITATION HOSPITAL OF THE
PACIFIC



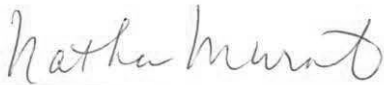
David Lassner
President

Stephanie Nadolny
President & CEO
Rehabilitation Hospital of the Pacific

February 15, 2023

Date

Date



Nathan Murata
Dean, College of Education
University of Hawai'i at Manoa

01/27/23

Date

Tetine Sentell

Digitally signed by Tetine Sentell
Date: 2023.01.26 14:46:43
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Tetine Sentell
Interim Dean, Thompson School of Social
Work and Public Health
University of Hawai'i at Manoa

Date