

PARTICIPATION AGREEMENT

Instructions:

1. Find a Notary Public in your area. You can find one under “Notary” in the Yellow Pages.
2. Take this form to the Notary Public
3. Sign and date in the presence of the Notary, including initialing Appendix A
4. Have the form notarized. Make sure the notary is bona fide and there is a stamp or seal visible.
5. Make a photocopy for your records
6. Mail ORIGINAL to CFHI by your deposit due date

Child Family Health International
Attn: Programs
995 Market St. Suite 1104
San Francisco, CA 94103
USA

Definition of Key Terms

Program – The specific service-learning Program in which you are enrolled. Also refers to the specific set of dates for which you are enrolled.

Program Site – The specific city and country in which the Program takes place

Program Partners – Those affiliates of CFHI who reside full time in the host country and who are directly contracted with CFHI to provide specific Program services

Start Date - The start date is the day on which your Program begins, despite the length of your stay. This may vary depending on the arrangements you have made with CFHI staff. This is NOT the day you start language classes if you are arriving early to do a language immersion before the Program begins.

Application Fee -- The non-refundable \$65 fee for processing your application.

Deposit -- The non-refundable \$350 deposit due within 30 days of application acceptance

Final Balance – The remaining portion of your Program fee, once non-refundable deposit has been made.

1. I PROMISE THAT I SHALL NOT TREAT OR DIAGNOSE A PATIENT WITHOUT THE SUPERVISION OF MY LOCAL CLINICAL PRECEPTOR.

2. It is my intent by executing this document to release CFHI from all liability, to the fullest extent allowed under California law. Should any portion or portions of this release be deemed to be unconstitutional or not within the confines of California Law, then I wish for each of the other provisions of this agreement to remain in full force and effect. Further, in the event that any portion of this document shall be interpreted by an arbitrator, mediator, or court of law, then it shall be interpreted in light of my desire as expressed herein above, that it release CFHI from all liability to the fullest extent allowed under California law.

3. I have carefully read the program description and acceptance materials and understand that the information, terms, and conditions contained in these documents are incorporated in this agreement

4. I understand that the health, safety, and recovery from emergency situations are the sole responsibilities of each individual participant. Should I become ill or incapacitated, I understand that CFHI will play an advisory role with any emergency medical services rendered. I know that I am expected to have my own comprehensive medical insurance policy and that although CFHI has facilitated my enrollment in Emergency Medical Insurance, this insurance company will only be financially responsible for costs incurred in the case of a medical emergency according to the policy's terms and conditions.

Furthermore, even though CFHI arranged my enrollment in Emergency Supplemental Medical Insurance, I understand that CFHI is not an agent of this company, cannot make decisions on their behalf, and can never be held financially responsible for expenses related to a medical or health emergency. I understand that I am ultimately financially responsible for my medical care and agree to pay any fees at the time of service as required.

5. I agree to conduct myself professionally during the Program and to cooperate with the CFHI staff, Program Partners and my fellow participants. I understand that failure to do so may result in disciplinary action or expulsion from the Program without refund of fees. I understand that if I leave the Program early due to disciplinary expulsion, I will receive no refund from CFHI.

6. I understand that CFHI, its staff, and Program Partners are not responsible for circumstances beyond their control (including, but not limited to, acts of God, sickness, war, strikes, government regulations) or for actions on the part of persons not controlled by CFHI, such as (but not limited to) educational institutions, medical personnel and clinic staff, host families, travel agencies, and hotels. I agree to exempt CFHI and its staff from all claims arising out of such actions or events and understand that no refunds will be issued on account of these actions or events.

7. I recognize that CFHI is not responsible for airline arrangements, costs or change fees to and from the Program Site, even in the event of Program cancellation. I understand that CFHI is not responsible for any expenses incurred while traveling and assumes no liability for any injury, damage, loss, or accident in any vehicle or for the actions of any persons engaged in conveying the passenger while traveling to or from the Program Site or while in country.

8. I agree that CFHI and/or its Program Partners may modify the Program (including dates, scheduled activities, and clinic assignments) if necessary. I also agree that such changes are not grounds for withdrawal from the Program, nor for any refund.

9. I realize that it is my responsibility to complete all forms, follow all instructions regarding participation and to submit all payments by the deadlines indicated. I agree that I will be liable for late payments, as determined by CFHI, should I miss the payment deadlines, and I understand that failure to submit forms on time may result in failure to obtain certain services normally included in the Program.

10. I recognize that it is my responsibility to obtain a passport and any necessary visa(s) in a timely manner. I also recognize that it is my responsibility to contact the appropriate consulate or embassy regarding passport and visa requirements.

11. I indemnify CFHI and its agents for any financial obligation I incur personally, as well as for any damage or injury that I may cause to property or to other persons while I am a participant in the CFHI Program. I agree to pay for any extra fees for accommodation arrangements or other services provided by Program Partners or affiliates I make outside my Program dates.

12. I have read, understood and initialed the document contained in Appendix A, entitled "Safety Procedures and Precautionary Measures for Students".

13. I further understand that this agreement shall become effective upon acceptance of my application by CFHI, and that it shall be governed by the laws of the State of California.

14. I understand and have read the Payment, Cancellation, Refund and Program Change Policy set forth by CFHI below.

Payment Policy

The application fee to a CFHI Program is \$65 and is due at the time your online application is submitted. The \$350 deposit, which is applied toward the total cost of your Program, is due within 30 days after acceptance to the Program or 45 days prior to the start of the Program, whichever comes first. All application (\$65) and deposit fees (\$350) are non-refundable. The final balance of the Program fee is due 45 days prior to the Program start date. If you are accepted into to any Program within 45 days before the start date, all Program fees are due within 72 hours of acceptance, without exception.

Cancellation and Refund Policy

In the event of circumstances beyond our control, CFHI reserves the right to cancel any Program at any time at CFHI's sole discretion. CFHI will not be held accountable for any airline, accommodation, travel or other charges incurred as a result of cancellation. CFHI also reserves the right to reject an enrolled participant at any time prior to departure, at its sole discretion. In the event that a Program is canceled, or if you have been rejected after all fees have been paid, you are only eligible for a refund of the final balance. In the case of a Program cancellation by CFHI, you may change your Program Site (depending on availability) and/or date if you wish. Any deposits or fees already paid may be applied to another CFHI Program to which you transfer within in 12 months of the original start date of your Program. You will be responsible for additional fees associated with any other Programs (where applicable).

If you cancel your Program for any reason you must notify CFHI in writing via postal mail or electronic mail with confirmation of receipt. If you cancel after payment of all Program fees but more than 30 days before the scheduled Program start date, you will be refunded the entire final balance amount. If you cancel after you have paid the full Program fees, and less than 30 days before the scheduled Program start date, you may either 1) be charged 50% of the remaining balance, with the remainder refunded to you; or 2) have your Program fees transferred to another Program within 12 months of the original start date of the Program. In either case, CFHI reserves the right to charge the participant 50% of the Program fees if significant Program costs are incurred to our Program Partners in preparation for your arrival. Program fees are never transferable to other CFHI Program participants after a Program cancellation. In the case of a true family or health emergency, documentation of emergency must be provided to CFHI and CFHI will review your refund request on a case by case basis.

No portion of the Program fee is refundable after the Program start date. Nor is any portion of the Program fee transferable between services or aspects of the Program or services purchased outside the Program. No refunds will be issued for changed Program itineraries, modifications or other unforeseen events. Furthermore, you are not eligible for refunds based on unused portions of your Program, such as accommodations or language classes, or because of your inability to participate according to the scheduled itinerary.

CFHI reserves the right to expel a participant during a Program, should this be necessary, at its sole discretion. Unused portions of your Program due to expulsion are neither refundable nor transferable to other CFHI Program participants. Please note that CFHI will not be held responsible for any charges made by airlines or other agencies at any time.

Please Note: When utilizing the fundraising tool (<http://firstgiving.com/cfhstudentPrograms>) to raise Program fees, you must adhere to the [Firstgiving Terms of Use](#). If for any reason you choose not to participate in a CFHI Program after you have created a fundraising page, funds raised through your page will be donated to Child Family Health International for general use. These funds, even if they exceed the total Program fee amount, can not be returned to donors, redirected for other use, or transferred to other enrolled participants. No extensions will be granted for final payment deadlines for FirstGiving participants. **Absolutely no refunds will be granted for funds raised through FirstGiving.**

Program Change Policy

Child Family Health International

995 Market Street, Suite 1104
San Francisco, CA 94103 USA

2008

If you would like to change your Program date before you have paid your final balance, you may apply the \$350 deposit to another CFHI Program scheduled within 12 months of the original Program start date, subject to space availability. You may transfer all fees paid to CFHI to another CFHI Program by changing your Program date more than 30 days in advance of the Program start date. If you change your Program date less than 30 days before the scheduled Program start date, we reserve the right to charge 50% of the entire Program fee, and you may apply 50% of the entire Program fee to a future scheduled Program within 12 months of your original Program start date, subject to space availability. You are responsible to pay the remaining final balance according to the payment schedule of your new Program. In the case of a true family or health emergency, documentation of emergency must be provided and CFHI will review your refund request on a case by case basis.

The parties agree to be bound by California law in the interpretation of any disputes that arise hereunder, or as may arise as a result of the relationship between applicant and CFHI. Further, the forum for any such dispute shall be San Mateo County, California.

Name (please print)

Signature of Applicant

Date

PLEASE MAIL ORIGINAL NOTARIZED FORM TO CFHI AT ADDRESS ABOVE.

APPENDIX A

Safety Procedures and Precautionary Measures for Students

The purpose of this document is to provide an overview of CFHI's emergency preparedness and crisis response plans. A detailed emergency response protocol is in place at all program sites. Recent increased concerns about security in the current global environment have prompted us to make a more formal statement of our plans and policies.

Disclaimer

This document describes the efforts made by CFHI to help participants enhance their safety and to help them respond to emergency situations. Nothing in this document is a guarantee that any specific action will be taken in any given situation, nor is any statement in this document intended to sell a service to a prospective customer, nor to attempt to persuade any party to avail themselves of any program or service provided by CFHI. Health, safety, and recovery from emergency situations are the sole responsibilities of each individual participant.

Orientation and Training for Participants

Every CFHI program begins with a comprehensive orientation to the country and the program, which includes, among other information, an explanation of any local risks that the local coordinators have identified and tips for enhancing personal safety.

Medical Emergencies

All program sites have identified at least two medical professionals and two inpatient hospitals suitable for treating CFHI participants in case of illness or emergency. Local coordinators have access to these individuals and institutions at all times.

Routine Illness Plan (illness not requiring hospitalization)

1. Participant should contact their local Medical Director of the CFHI program and seek his/her medical advice.
2. Participant should receive a physical examination by the medical director or recommended physician if necessary.
3. No notification to CFHI office in United States is required.

Severe Illness Plan (illness requiring hospitalization)

1. Participant should seek medical assistance and contact their local Medical Director of the CFHI program.
2. Participant should have someone with them when possible to transcribe all interactions with physicians and hospital personnel for insurance claim purposes. Translation services should be provided for the participant(s) if necessary.
3. Local coordinator is responsible for contacting the CFHI office by telephoning the regular office number (1-415-957-9000). When calling outside normal office hours, please use the after hours medical emergency line at CFHI (1-415-957-9000 x 351) and a staff member will return the call promptly.
4. After obtaining permission from the participant (if possible), CFHI will call the participant's emergency contact.
5. CFHI will continue to stay in touch with all parties concerned as needed.

Emergency Illness Plan (illness requiring surgery and/or hospitalization with possibility of evacuation)

1. Participant should seek medical assistance and contact their local Medical Director of the CFHI program.
2. Participant should have someone with them when possible to transcribe all interactions with physicians and hospital personnel for insurance claim purposes. Translation services should be provided for the participant(s) if necessary.
3. Local coordinator is responsible for contacting the CFHI office by telephoning the regular office number (1-415-957-9000). When calling outside normal office hours, please use the after hours medical emergency line at CFHI (1-415-957-9000 x 351) and a staff member will return your call promptly.
4. After obtaining permission from the participant (if possible), CFHI will call the participant's emergency contact.
5. CFHI will continue to stay in touch with all parties concerned as needed.

Exposure to Blood-Borne Pathogens

In the event a CFHI participant sustains a needle-stick injury or other substantial exposure to bodily fluids of another or other potentially infectious material while participating in the clinical education program through CFHI, the participant should notify the supervising physician and/or medical director as soon as possible. The supervising physician on site and/or medical director may implement the following procedures:

1. Send CFHI participant to the clinical site's employee health service and/or emergency department as soon as possible after the injury
2. Identify the source of the needle stick or exposure
3. Acquire permission to test person or source for Hepatitis B (HBV), Hepatitis C (HBC) and HIV
4. Contact the medical director

If the source is positive for any or all of the above, the medical director and/or supervising physician on site will:

1. Seek follow up emergency medical care as necessary for CFHI participant
2. Initiate Hepatitis B (HBV), Hepatitis C (HBC) and/or HIV protocol;
3. Seek out HIV counseling and appropriate testing.
4. Provide assistance to transcribe all interactions with physicians and hospital personnel for insurance claim purposes in case of coverage. Translation services will be provided for the participant(s) if necessary. The participant will be responsible for the costs of any such care, testing and counseling.
5. Contact the CFHI office by calling the regular office number (1-415-957-9000). When calling outside normal office hours, please use the after hours medical emergency line at CFHI (1-415-957-9000 x 351) and a staff member will return your call promptly.
6. Complete an incident report form with all relevant information regarding the incident at earliest convenience (within 24 hours). The participant will be responsible for reading, editing, signing and dating the form before submission to the CFHI office by email or fax (1-415-840-0486).

Exposure to Active Tuberculosis (TB), Multiple Drug Resistant Tuberculosis (MDR-TB) and Extremely Drug Resistant Tuberculosis (XDR-TB)

All reasonable and appropriate efforts will be made to avoid participant exposure to active, MDR- and XDR- Tuberculosis during clinical rotations. However, in the event a CFHI participant is exposed to

active TB, MDR-TB or XDR-TB while participating in the clinical education program through CFHI, the participant should notify the supervising physician and/or medical director as soon as possible and take the following precautions:

1. All participants are encouraged to get a TST (tuberculin skin test) or a Quantiferon test both before and after their exposure, including 3 months after the last time of potential exposure.
2. There is no clear indication for BCG vaccination to prevent MDR-TB in health care workers. If desired and available, individuals should consider getting the BCG vaccine in anticipation of possible MDR-TB exposure.
3. Though it is challenging within the overall context of the work, participants are encouraged to protect themselves from airborne infections when possible by using fans, open windows, UV lights and N-95 respirators.

Isoniazid (INH) prophylaxis is not indicated or recommended in the setting of ongoing work with MDR-TB. In the event of exposure, the medical director will be expected to:

1. Contact the CFHI office by calling the regular office number (1-415-957-9000). When calling outside normal office hours, please use the after hours medical emergency line at CFHI (1-415-957-9000 x 351) and a staff member will return your call promptly.
2. Complete an incident report form with all relevant information regarding the incident at earliest convenience (within 24 hours). The participant will be responsible for reading, editing, signing and dating the form before submission to the CFHI office by email or fax (1-415-840-0486).

Non-Medical Emergencies

In case of non-medical emergencies such as natural disaster, arrest or incarceration, transportation emergencies and community-based emergencies such as theft, assault and abuse, participants must contact local coordinators as soon as possible after the occurrence. When available, use cellular services to reach coordinators. When applicable, participant should complete a written inventory of all lost or damaged personal possessions according to participant's travel insurance requirements for potential reimbursement.

Emergencies During Free Time

During free time from the program schedule, participants are required to tell local coordinators where they are traveling and their expected return time and date.

If an emergency occurs while participants are not in schedule program activities, participants should contact their host coordinators. Hosting coordinators will contact CFHI if necessary. CFHI will continue to stay in touch with all parties concerned as needed.

Sexual Harassment Policy

CFHI is committed to providing a work and learning environment that is free of sexual harassment. All staff, program participants, contractors and preceptors have the right to work and learn in an environment free from all forms of discrimination and conduct which can be considered harassing, coercive, or disruptive, including sexual harassment. Anyone engaging in harassing conduct will be subject to discipline, ranging from a warning to expulsion from program.

What is sexual harassment? Sexual harassment is defined as any unwanted physical, verbal or visual sexual advances, requests for sexual favors, and other sexually oriented conduct, including reference to sexual orientation, which is offensive or objectionable *to the recipient*, including, but not limited to:

epithets, derogatory or suggestive comments, slurs or gestures and offensive posters, cartoons, pictures, or drawings.

When is conduct unwelcome or harassing? Unwelcome sexual advances (either verbal or physical), requests for favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- submission to such conduct is either an explicit or implicit term or condition of employment or instruction (e.g., promotion, training, timekeeping or overtime assignments)
- submission to or rejection of the conduct is used as a basis for making employment or instruction decisions (hiring, promotion, termination)
- the conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive work, teaching or learning environment

What is *not* sexual harassment? Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is personally offensive, that debilitates morale, and that, therefore, interferes with work or learning effectiveness.

What should you do if you are sexually harassed? If you feel that you have been the recipient of sexually harassing behavior, report it immediately to the CFHI Medical Director or to CFHI directly. It is preferable to make a complaint in writing, but you can accompany or follow up your written complaint with a verbal complaint.

Your identity will be protected and you will not be retaliated against for making a complaint.

What happens after a complaint is made? Within one business day after a written complaint is received, a supervisor, or other person designated by the Executive Director, will investigate the complaint. The person will speak with possible witnesses and will speak with the person named in your complaint. *Your anonymity will be protected to the extent possible.*

Depending on the complexity of the investigation, you should be contacted within one week about the status of your complaint and whether action is being taken.

Civil Disorder or Unrest

In the event of civil disorder or unrest, host coordinators should provide participants with accurate information and advise them about what they should do and not do. As soon as possible, coordinators will inform CFHI of the situation. CFHI will monitor the situation and try to determine if and when normal conditions will be restored or whether the situation requires that a program be suspended or cancelled.

In Times of National or International Political Conflict

In the event of major civil or international unrest, coordinators and participants should monitor the U.S. Department of State Web site (www.state.gov). U.S. citizens should register and stay in touch with the American embassy or nearest consulate in their host country. International citizens should contact the embassies or consulates of their home countries. It is the participant's responsibility to contact the nearest embassy location to register. If you need to fax or send additional documentation in order to register, local coordinators will be available to assist you. CFHI will continue to stay in touch with all parties concerned as needed. CFHI will monitor the situation and try to determine if and when normal conditions will be restored or whether the situation requires that a program be suspended or cancelled.

Remember the following:

- Keep abreast of the current political situation by listening daily to the television or radio or reading the newspaper. In the event of an emergency, advisories may be made to the general public through the media. In case of an emergency, remain in contact with the on-site staff or the American Consulate nearest you and follow all of their instructions.
- When in large cities and other popular tourist destinations, avoid or spend as little time as possible in potential target areas for terrorist activities, especially places frequented by Americans: bars, discos, and U.S. fast food restaurants; branches of American banks; American churches; and American consulates or embassies.
- Keep away from areas known to have large concentrations of residents with interests unfriendly to the United States and its allies. Always consult with the on-site director(s) before traveling to neighboring cities or popular tourist destinations.
- Keep away from political demonstrations, which can easily result in clashes between demonstrators and authorities, particularly those authorities seen as aligned with the United States. If you see a situation developing, resist the temptation to satisfy your curiosity and investigate what is happening. Walk the other way. Go home and watch it on the news.
- Do not agree to newspaper or other media interviews regarding political conflicts or controversial issues. It is important to remain as inconspicuous as possible. Do not make reference to your program group. In such cases, always say "no comment" and hang up or walk the other way.

I have read and understood this document. Participant initials: ____

Updated: 10/07