

AN AFFILIATION AGREEMENT

BETWEEN

and

RUSH UNIVERSITY MEDICAL CENTER

To Govern Clinical Education in Clinical Laboratory Sciences

THIS AGREEMENT (“Agreement”) is entered into as of _____, 200_ (“Effective Date”), by and between _____ (“Affiliate”), located at _____, and **Rush University Medical Center, College of Health Sciences** (“RUSH”), located at 600 S. Paulina, Chicago, IL 60612.

WHEREAS, the RUSH Department of Clinical Laboratory Sciences sponsors a program (“Program”), accredited by the *National Accrediting Agency for Clinical Laboratory Sciences*, through which students (“Students”) attain either Bachelor or Master of Science degrees, and become eligible to take national certification exams; and

WHEREAS, the Program requires Students to progress through different levels of clinical education (each, a “Clinical Education Experience”), which may take place, in whole or in part, at affiliated institutions.

WHEREAS, the Program seeks to establish a Clinical Education Experience at the Affiliate.

WHEREAS, the Affiliate and RUSH (“the Parties”) shall mutually benefit by enabling Students to obtain pragmatic experience, guidance and training, and to demonstrate clinical skills through the application of theoretical knowledge.

NOW, THEREFORE, the Parties agree as follows:

I. JOINT RESPONSIBILITIES

A. The Parties shall:

1. Agree on a clinical instruction plan (“Plan”), to be developed by RUSH, which shall delineate the objectives of the Clinical Education Experience.
2. Maintain a continuous, open exchange of Plan–related information.
3. Notify one another of any change in the employment or status of key personnel.
4. Periodically meet to evaluate (and if necessary, to modify) the Plan. (Meetings may take place on-site or via phone and/or e-mail.)
5. Provide each other with the appropriate certification for relevant personnel (e.g., licensure), upon request.

B. The Parties shall agree on the commencement, design, duration and implementation of each Student’s Clinical Education Experience.

II. RUSH'S RIGHTS & RESPONSIBILITIES

A. RUSH shall:

1. Retain authority over the Program, the Clinical Education Experience, and the academic affairs of the Students and the evaluation of their performance.
2. Designate a faculty member to serve as the Program's Clinical Education Coordinator.

B. The Clinical Education Coordinator shall facilitate, implement and monitor the Plan, in conjunction with the Affiliate Preceptor (please see §III. B).

C. RUSH agrees that each Student shall:

1. Abide by RUSH's *Statement on Academic Honesty* and *Statement on Student Conduct*.
2. Adhere to applicable Affiliate rules, policies and procedures.
3. Comply with the *Health Insurance Portability and Accountability Act of 1996*, ("HIPAA"), including all amendments thereto – and all rules and regulations established thereunder.
4. Have completed all relevant components of the Program's prerequisite didactic curriculum.
5. Not publish material relating to the Clinical Education Experience, absent the Affiliate's prior written consent.
6. Only perform patient services for educational value – as trainees, under appropriate supervision by the Affiliate's licensed personnel.
7. Provide proof of health insurance and immunizations. The minimum immunization requirements under the Illinois *College Student Immunization Act* include proof of immunization for measles (two doses), mumps, rubella, diphtheria (primary series – two doses) and tetanus. If required by the Affiliate, Students shall provide proof of (i) a tuberculin skin test or PPD test, and (ii) Hepatitis-B vaccination or an applicable declination form.

III. THE AFFILIATE'S RIGHTS AND RESPONSIBILITIES

A. With respect to the Students, the Affiliate shall provide or make available:

1. Appropriate clinical and educational facilities.
2. An orientation of its facilities, along with an explanation of its relevant policies and procedures.
3. Emergency medical care, billed through customary means, at the Students' expense.

B. With respect to the Clinical Education Experiences, the Affiliate shall:

1. Designate an appropriately qualified member of its staff ("the Affiliate Preceptor"), who shall implement the Plan, determine clinical assignments, evaluate each Student and coordinate the supervision of all Student-patient interaction. His/her responsibilities shall include:
 - a. Meeting with each Student to review his/her clinical competencies at least once during the first week and periodically thereafter (as appropriate).

- b. Providing the Clinical Education Coordinator with a written evaluation of each Student as delineated on the forms provided by RUSH.
 2. Permit the inspection of its facilities and records by RUSH and/or its accreditation agencies.
- C. In its sole but reasonable discretion, the Affiliate may take corrective action with respect to a Student and shall notify the Clinical Education Coordinator immediately thereafter.
- D. Upon appropriate written notice, the Affiliate may terminate the Clinical Education Experience of any Student:
 1. On the basis of academic performance or change in health status.
 2. Whose personal characteristics prevent desirable relationships within its facilities.

IV. **TERM: TERMINATION**

- A. This term of this Agreement shall be for a period of five (5) years from the Effective Date.
- B. Either Party may terminate this Agreement:
 1. For cause, if the other Party fails to remedy the material breach of any term within thirty (30) days written notice thereof.
 2. Upon ninety (90) days written notice.
- C. In the event of the termination of this agreement, students assigned to Affiliate will complete their program of studies at Rush University Medical Center or another clinical affiliate.

V. **INSURANCE**

- A. Each Party shall maintain reasonable levels of both professional and general liability insurance in connection with this Agreement. The minimum coverage levels shall be \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
- B. RUSH shall provide the Affiliate with a certificate of insurance for each Student prior to the start of his/her Clinical Education Experience. The Affiliate shall, upon request, provide RUSH with a certificate of insurance.

VI. **ADDITIONAL TERMS**

- A. **Amendment, Assignment, Entire Agreement.** Neither Party shall amend or assign this Agreement, which represents the Parties' entire understanding with respect to the Clinical Education Experiences.
- B. **Confidential Information.** Each Party shall take reasonable measures to prevent unauthorized disclosure of confidential information belonging (or relating) to the other.
- C. **Facsimile.** The Parties may execute and deliver this Agreement via facsimile transmission with the same force and effect as delivery of an original document with original signatures.
- D. **Force Majeure.** Neither Party shall be liable if unable to fulfill an obligation hereunder due to any cause beyond its reasonable control.

- E. **Independent Contractors.** Each Party is an independent contractor of the other, and nothing herein shall be construed so as to create an employment relationship between the Affiliate and the Students.
- F. **Liability.** Neither Party shall be liable for the wrongful or negligent act chargeable to the other, unless a court of competent jurisdiction imposes such liability. In the event either Party receives notice of an administrative action or lawsuit arising from this Agreement, it shall promptly notify the other, and each Party shall bear the cost of its own defense.
- G. **Non-discrimination.** Neither Party shall discriminate against or harass the other’s personnel or any Student on the basis of age, ancestry, color, creed, gender, national origin, race, religion, sex or sexual orientation – or marital, parental or veteran status. Students shall neither be excluded from participating in nor denied the benefits of a Clinical Education Experience (or any other activity) on the basis of such discrimination or harassment.
- H. **Notice.** Any notice, whether pursuant to this Agreement or required by law, shall be effective only when given in writing and delivered personally or by certified mail (return receipt requested, postage prepaid), to the respective Party at the following address:

To: AFFILIATE

COPY TO

To: RUSH

COPY TO

Herb J. Miller, Ph.D.
 Chairman & Director
 Dept. of Clinical Laboratory Sciences
 Rush University Medical Center
 600 S. Paulina, Suite 1014 A-AAC
 Chicago, IL 60612

Max Douglas Brown
 Vice President & General Counsel
 Office of Legal Affairs
 Rush University Medical Center
 1700 W. Van Buren, Suite 301
 Chicago, IL 60612

- I. **Severability.** Should law or court order – or the requirements of an applicable accreditation body subsequently invalidate any provision herein, the Parties shall negotiate an adjustment consistent with their present intent. Meanwhile, the balance of this Agreement shall remain in effect.
- J. **Waiver.** The waiver by either Party of any term shall not constitute a waiver of any other term or breach hereof.
- K. **Exclusion.** Affiliate shall immediately notify Rush in the event that Affiliate becomes an excluded individual from a federal health care program.

IN WITNESS WHEREOF, the Parties hereto, duly authorized, have entered into this Agreement as of the Effective Date.

[AFFILIATE]

By: _____

Date: _____

By: _____

Date: _____

RUSH UNIVERSITY MEDICAL CENTER

By: _____
David C. Shelledy, PhD, RRT
Dean
College of Health Sciences

Date: _____

As Read & Understood

By: _____
Herb J. Miller, Ph.D.
Chairman & Director
Dept. of Clinical Laboratory Sciences

Date: _____