

# AFFILIATION AGREEMENT

## BETWEEN

\_\_\_\_\_

and

## RUSH UNIVERSITY MEDICAL CENTER

### Re: Clinical Education in Occupational Therapy

**THIS AGREEMENT** ("Agreement") is made and entered into as of \_\_\_\_\_, 2009 ("Effective Date"), by and between \_\_\_\_\_ ("Affiliate"), located at \_\_\_\_\_ and Rush University Medical Center ("Rush"), located at 600 S. Paulina, Chicago, IL 60612.

**WHEREAS**, the Affiliate sponsors an *ACOTE*-accredited program ("Program") where students ("Students") earn *Master of Science* degrees and become eligible for the *OTR* credential; and

**WHEREAS**, the Program wishes to provide Students with clinical educational experiences ("Experiences") at Rush; and

**WHEREAS**, the Experiences shall enable Students to develop clinical skills and obtain professional guidance.

**NOW, THEREFORE**, the Affiliate and Rush ("the Parties") agree as follows:

### **I. DEFINITIONS**

- A. "HIPAA" is the *Health Insurance Portability and Accountability Act of 1996* (as amended), together with all rules and regulations established thereunder.
- B. "Rush Supervisor" is the Rush staff member who shall coordinate, direct and oversee the Experiences.
- C. "Affiliate Coordinator" is the Affiliate faculty member who shall define, coordinate and monitor the Experiences.

### **II. THE EXPERIENCES**

- A. The Parties, via the Rush Supervisor and the Affiliate Coordinator, shall:
  - 1. Concur on the start/end date, objectives and implementation of each Experience.
  - 2. Meet periodically (in person or by phone) to review each Student's performance.
- B. Each Party agrees that Students shall only perform patient services for educational value, as *trainees*, under appropriate supervision by Rush's licensed personnel.
- C. The Affiliate shall retain ultimate control over the Experiences.

- D. The Affiliate agrees that each Student shall:
1. Comply with each Party's policies and procedures.
  2. Have completed the Program's prerequisite didactic curriculum.
  3. Not publish material specifically relating to his/her Experience without the Rush's consent.
  4. Provide proof of health insurance and immunizations required by Rush prior to starting the Experience. Required immunizations shall, at a minimum, comply with the Illinois *College Student Immunization Act*.
- E. The Rush Supervisor shall provide the Students with an initial orientation and shall:
1. Periodically meet with each Student to review his/her Experience.
  2. Provide the Affiliate Coordinator with a final written evaluation of each Student's performance.
- F. Rush shall provide appropriate clinical facilities and shall have the right to take corrective action against each Student in its sole (but reasonable) discretion.
- G. Each Party shall:
1. Comply with applicable law/regulations and maintain its relevant accreditation/license(s).
  2. Take reasonable measures to prevent the unauthorized disclosure of the other's confidential information.
- H. Either party may terminate an Experience on the basis of a Student's academic performance, health or other reasonable cause.
- I. Either Party may terminate this Agreement:
1. If the other fails to remedy the material breach of any term herein, following thirty (30) days notice thereof.
  2. Upon ninety (90) days notice.
- Otherwise this Agreement shall terminate three years from the Effective Date.

### **III. ADDITIONAL TERMS**

- A. **Compliance**. If later required by HIPAA, the Parties shall execute a *Business Associate Agreement* in connection herewith.
- B. **Entire Agreement**. This Agreement shall supersede any previous understanding between the Parties relating to the Experiences.
- C. **Fax**. The Parties may execute and deliver this Agreement by fax – as if it were an original document with original signatures.
- D. **Insurance**. Each Party shall maintain reasonable levels of general and professional liability insurance.

1. Affiliate shall provide Rush with a certificate of insurance for each Student prior to the start of his/her Experience (minimum coverage: \$1 million per occurrence/\$3 million annual aggregate).
2. Rush shall provide Affiliate with a certificate of insurance, upon request.

E. **Liability**. Neither Party shall be liable for:

1. An act of the other, unless a court of competent jurisdiction imposes such liability.
2. Failure to fulfill an obligation hereunder due to any cause beyond its reasonable control.

F. **Excluded Individual**. Affiliate shall immediately notify Rush in the event that Affiliate becomes an excluded individual.

G. **Notice**. Any notice relating to this Agreement shall be sent to the respective Party at the address below:

To: AFFILIATE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

To: RUSH

Sharon Ogg, OTR/L  
 Fieldwork Coordinator  
 Department of Occupational Therapy  
 Rush University Medical Center  
 600 S. Paulina, Suite 1010D  
 Chicago, IL 60612

With a copy to:

General Counsel  
 Office of Legal Affairs  
 Rush University Medical Center  
 1700 West Van Buren Street, Suite 301  
 Chicago, IL 60612

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**IN WITNESS WHEREOF**, each Party, duly authorized, has entered into this Agreement on the day and year above written..

**[AFFILIATE]**

**RUSH UNIVERSITY MEDICAL CENTER**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: David C. Shelledy, Ph.D, RRT

Title: \_\_\_\_\_

Title: Dean, College of Health Sciences

Date: \_\_\_\_/\_\_\_\_/200\_\_

Date: \_\_\_\_/\_\_\_\_/200\_\_