

# AFFILIATION AGREEMENT

## BETWEEN

\_\_\_\_\_

and

## RUSH UNIVERSITY MEDICAL CENTER

### RE: To Govern Clinical Education in Perfusion Technology

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

**WHEREAS**, RUSH sponsors a Perfusion Technology Program (“Program”), pursuant to which students (“Students”) attain Bachelor of Science degrees and become qualified to sit for the certification examination of the *American Board of Cardiovascular Perfusion*.

**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 Facility.

**WHEREAS**, the Facility 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, 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 Facility 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 Facility 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 Facility's prior written consent.
6. Only perform patient services for educational value, as trainees, under appropriate supervision by the Facility'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 Facility, Students shall provide proof of (i) a tuberculin skin test, or PPD test, and (ii) Hepatitis-B vaccination, or an appropriate declination form.

## **III. THE FACILITY'S RIGHTS & RESPONSIBILITIES**

### A. With respect to the Students, the Facility 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 Facility shall:

1. Designate an appropriately qualified member of its staff ("the Facility 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 Facility may take corrective action with respect to a Student and shall notify the Clinical Education Coordinator immediately thereafter.
- D. Upon reasonable written notice, the Facility 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 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 30 days written notice thereof.
  2. Upon 90 days written notice.

#### 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 Facility with a certificate of insurance for each Student prior to the start of his/her Clinical Education Experience. The Facility shall provide RUSH with a certificate of insurance, upon request.

#### 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 Facility 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: FACILITY

COPY TO

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To: RUSH

COPY TO

Dept. of Perfusion Technology  
 Rush University Medical Center  
 600 S. Paulina, Suite 1021  
 Chicago, IL 60612  
 Attn: Program Director

Office of Legal Affairs  
 Rush University Medical Center  
 1700 W. Van Buren, Suite 301  
 Chicago, IL 60612  
 Attn: General Counsel

- 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.** Facility shall immediately notify Rush in the event that Facility becomes an excluded individual from a federal health care program.

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

**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, Ph.D., RRT  
Dean, College of Health Sciences

Date: \_\_\_\_\_

*As Read & Understood*

By: \_\_\_\_\_  
Wilbur M. Rapier, PhD.  
Program Director, Dept. of Perfusion Technology

Date: \_\_\_\_\_