

# AFFILIATION AGREEMENT

## BETWEEN

---

and

## RUSH UNIVERSITY MEDICAL CENTER

### RE: Clinical Education in Speech-Language Pathology

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

**WHEREAS**, Rush sponsors, and the Rush Department of Communications Sciences & Disorders administers, an *ASHA*-accredited Master's Degree program ("Program") in Speech-Language Pathology through which students ("Students") become eligible for the *CCC-SLP* credential; and

**WHEREAS**, the Program wishes to provide Students with clinical training experiences ("Experiences") at the Affiliate; 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. "Affiliate Supervisor" is the Affiliate staff member who shall coordinate, direct and oversee the Experiences.
- B. "ASHA" is the American Speech-Language Hearing Association, the nationally recognized credentialing, professional and scientific association for speech-language pathologists.
- C. "HIPAA" is the *Health Insurance Portability and Accountability Act of 1996* (as amended), together with all rules and regulations established thereunder.
- D. "Rush Coordinator" is the Rush faculty member who shall define, coordinate and monitor the Experiences.

#### **II. THE EXPERIENCES**

- A. The Parties, via the Affiliate Supervisor and Rush 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 the Affiliate's licensed personnel.
- C. Rush shall retain ultimate control over the Experiences.
- D. Rush agrees that each Student shall:
  - 1. Comply with each Party's policies and procedures, including Rush's *Statement on Academic Honesty* and *Statement on Student Conduct* (available via the Internet at [www.rushu.rush.edu/univ/honest.html](http://www.rushu.rush.edu/univ/honest.html) and [www.rushu.rush.edu/bulletin/studcond.html](http://www.rushu.rush.edu/bulletin/studcond.html)).
  - 2. Have completed the Program's prerequisite didactic curriculum.
  - 3. Not publish material specifically relating to his/her Experience without the Affiliate's consent.
  - 4. Provide proof of health insurance and compliance with the Illinois *College Student Immunization Act*, i.e., a negative TB test and immunizations for diphtheria (2 doses), Hepatitis-B (or written declination), measles (two doses), mumps, rubella and tetanus.
- E. The Affiliate 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 Rush Coordinator with a final written evaluation of each Student's performance.
- F. The Affiliate 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. The term of this Agreement shall be for a period of five (5) years. Either Party may terminate this Agreement:
  - 1. If the other fails to remedy the material breach of any term herein, following 30 days notice thereof.
  - 2. Upon 90 days notice.

### III. ADDITIONAL TERMS

- A. **Compliance.** For the purpose of HIPAA, if the Affiliate is a "*Covered Entity*" then pursuant to 45 C.F.R. §160.103, a Student during his/her Experience, is part of the Affiliate's "*Workforce*." If later required by HIPAA/applicable law, 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 with minimum coverage levels of \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
1. Rush shall provide the Affiliate with a certificate of insurance for each Student prior to the start of his/her Experience.
  2. The Affiliate shall provide Rush 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. **Exclusion.** Affiliate shall immediately notify Rush in the event that Affiliate becomes an excluded individual from a federal health care program.
- G. **Notice.** Any notice relating to this Agreement shall be sent to the respective Party at the address below:

To: *Affiliate*

To: *RUSH*

Karen Tessler, PhD, CCC-SLP  
Dept. of Communication Disorders & Sciences  
Rush University Medical Center  
600 S. Paulina, Suite 1015B  
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

**[THIS SPACE INTENTIONALLY LEFT BLANK]**

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

**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\_\_