

AN AFFILIATION AGREEMENT
BETWEEN
RUSH UNIVERSITY MEDICAL CENTER
and

To Govern Clinical Education in Vascular Ultrasound

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

WHEREAS, the Rush Department of Vascular Ultrasound sponsors a program ("Program"), through which students ("Students") attain Bachelor of Science degrees and become eligible to take national certification exams; and

WHEREAS, during their senior year, Students train under the supervision of registered vascular technologists at accredited laboratories; and

WHEREAS, the Affiliate wishes to provide Students with such training ("Clinical Education Experiences" or "Experiences"); and

WHEREAS, the Affiliate and Rush ("the Parties") shall benefit by enabling Students to demonstrate clinical skill through the application of didactic knowledge – and to obtain professional guidance.

NOW, THEREFORE, the Parties agree as follows:

I. DEFINITIONS.

- A. "Affiliate Supervisor" is the Affiliate staff member responsible for implementing and supervising the Clinical Education Experiences.
- B. "Applicable Law" is, collectively, applicable state/federal law (including HIPAA), attendant regulations and the *Society for Vascular Ultrasound* Code of Ethics.
- C. "HIPAA" is the *Health Insurance Portability and Accountability Act of 1996*, as amended, together with all rules and regulations established thereunder.
- D. "Plan" is a clinical instruction plan developed by Rush and approved by the Affiliate, which delineates common objectives and the structure for each Experience.
- E. "Rush Coordinator" is the Rush faculty member responsible for defining, organizing and overseeing the Experiences.

II. JOINT RESPONSIBILITIES.

- A. The Parties (via the Affiliate Supervisor and Rush Coordinator) shall:
 - 1. Agree on the individual objectives and the start/end date for each Experience.
 - 2. Maintain an open exchange of Plan-related information.
 - 3. Meet periodically (in person or by phone) to discuss and evaluate the Experiences.
- B. Each Party shall:
 - 1. Comply with Applicable Law.
 - 2. Notify the other of any material change in its relevant accreditation(s).
 - 3. Provide the other with a copy of the curriculum vitae or professional license of key personnel (upon request).

III. RUSH'S RIGHTS & RESPONSIBILITIES.

- A. Rush shall retain authority over the Experiences, the academic affairs of the Students and the evaluation of their performance.
- B. Rush agrees that each Student shall:
 - 1. Abide by (a) Applicable Law and (b) each Party's rules, policies and procedures, including Rush's *Statement on Academic Honesty* and *Statement on Student Conduct*.
 - 2. Have completed the Program's prerequisite curriculum in good standing.
 - 3. Not publish material relating to his/her Experience without the Affiliate's consent.
 - 4. Only perform patient services for educational value, as a trainee, under appropriate supervision by the Affiliate's certified personnel.
 - 5. Upon request, provide proof of (a) health insurance and (b) receipt of any immunization required by the Illinois *College Student Immunization Act*: diphtheria (primary series – two doses), Hepatitis-B (or written declination), measles (two doses), mumps, rubella, tetanus and a tuberculin skin (or PPD) test.
- C. Upon reasonable notice, the Rush Coordinator (or his/her designee) may survey the Affiliate's facilities.

IV. THE AFFILIATE'S RIGHTS & RESPONSIBILITIES.

- A. The Affiliate shall provide (or make available):
 - 1. Appropriate clinical and educational facilities.
 - 2. Emergency medical care (if licensed provide such care) billed at its customary rate directly to the Student('s insurer).

- B. The Affiliate Supervisor shall:
 - 1. Give each Student an initial orientation which includes an explanation of the Affiliate's applicable rules, polices and procedures.
 - 2. Meet with the Student to review his/her clinical competencies (at least once during the initial week and thereafter, as appropriate).
 - 3. Provide the Rush Coordinator with periodic written evaluations of the Student.
- C. In its sole but reasonable discretion, the Affiliate may take immediate corrective action against any Student and shall notify Rush immediately thereafter.
- D. Upon appropriate notice, the Affiliate may terminate the Experience of any Student on the basis of academic performance, change in health status or other reasonable cause.
- E. Affiliate shall immediately notify Rush in the event it becomes an excluded individual from a government health care program.

V. TERM: TERMINATION.

- A. The term of this Agreement shall be five years from the Effective Date.
- B. 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.

VI. INSURANCE & LIABILITY.

- A. Each Party shall maintain commercially 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. Affiliate shall provide Rush with a certificate of insurance, upon request.
- B. If either Party receives notice of an administrative action or lawsuit arising from this Agreement, it shall promptly notify the other.
- C. Unless a court of competent jurisdiction imposes such liability, neither Party shall be liable for an act of the other and each shall bear the cost of its own defense.

VII. ADDITIONAL TERMS.

- A. **Amendment.** If Applicable Law or either Party' accreditation requirements should later conflict with or invalidate any term herein, the balance of this Agreement shall remain operative while the Parties concur upon and execute an amendment.

- B. **Confidential and HIPAA-Protected Health Information.** Each Party shall take reasonable measures to prevent the unauthorized disclosure of confidential information belonging (or relating) to the other.

The Parties have no concurrent obligation to enter into a "*Business Associate Agreement*" since under HIPAA, any Student training hereunder is part of the Affiliate's "*workforce*" (45 CFR §160.103) – who is participating in its "*Health Care Operations*" (45 CFR §164.501).

- C. **Entire Agreement.** This Agreement shall supersede any previous understanding between the Parties with respect to the Experiences.

- D. **Facsimile.** The Parties may deliver this Agreement via facsimile with the same effect as delivery of an original document with original signatures.

- E. **Force Majeure.** Neither Party shall be liable if unable to fulfill an obligation hereunder due to any cause beyond its reasonable control.

- F. **Independent Contractors.** Each Party is an independent contractor of the other, and this Agreement shall not create an employment relationship between the Affiliate and the Students.

- 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.

- H. **Waiver.** The waiver by either Party of the other's breach of any term herein shall neither constitute an ongoing waiver or the waiver of any additional breach.

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

VIII. NOTICE. Any notice hereunder shall be given in writing – sent to the respective Party at the address below:

To: AFFILIATE

To: RUSH

Eileen French-Sherry, MA, RVT
Program Director, Dept. of Vascular Ultrasound
Rush University Medical Center
600 S. Paulina, Suite 1001
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

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

[AFFILIATE]

RUSH UNIVERSITY MEDICAL CENTER

By: _____

By: _____

Name: _____

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

Title: _____

Title: Dean, College of Health Sciences

Date: _____

Date: _____