

## Other Institution's Student(s) Placed at UIC

This Agreement ("Agreement") is entered into by and between the Board of Trustees of the University of Illinois, a public body, corporate and politic of the State of Illinois with principal offices at Urbana, Illinois, for and on behalf of its University of Illinois Hospital and Health Sciences System, hereinafter referred to as "Facility" and \_\_\_\_\_

a(n) \_\_\_\_\_ of \_\_\_\_\_ with principal offices at \_\_\_\_\_

hereinafter referred to as "School." Facility and School shall be collectively referred to herein as the "Parties" and individually as a "Party."

School seeks relevant, supervised experiences in practice settings for its students ("Students") who are in good academic standing as part of its ongoing instruction and preparation through classroom and laboratory experiences. Facility is able to provide a practice setting, supervised experience, and related educational facilities for these Students ("Placement").

### 1. Effective Date and Renewal

This Agreement shall become effective on \_\_\_\_\_, or from the date of execution of this Agreement, whichever is later, and continue for one year, and shall automatically renew from year to year thereafter for a period not to exceed ten (10) years unless terminated by written notice by either Party.

### 2. Placement of Students

Prior to the beginning of each Student Placement, Facility and School shall agree upon the number of students to be placed at the Facility and the duration of each Placement, which agreement shall be memorialized in writing and attached hereto and made a part hereof as an exhibit. Should any situation arise which may threaten a Student's successful completion of the placement, Facility and School will attempt to discuss and reach mutual agreement with the Student regarding options for completing, rescheduling, or canceling the placement.

### 3. School Responsibilities

3.1. School shall provide the basic preparation of the Students through classroom instruction and practice and shall provide the educational direction for the Placement. School shall designate a faculty or staff member as a liaison to the Facility to provide consultation regarding Student Placements, supervision, and periodic review of Student progress toward meeting the School's educational objectives.

3.2. School shall take all reasonable steps to inform student(s) that they must adhere to the following requirements during the Placement:

- a. Student shall adhere to all policies, procedures, and standards established by Facility, and shall do so under the specific instruction of supervisory staff of Facility. School or Facility may immediately remove any Student deemed to be clinically unsafe to patients, employees, or others. The Party who took the action to remove the Student shall notify the other Party of said action as soon as possible but in no event later than 48 hours after said removal. Facility reserves the right to prohibit the return of any such Students unless a corrective action plan satisfactory to Facility has been proposed and its compliance assured by the School. Facility further reserves the right to request removal of any Student whose conduct is contrary to Facility's standards of conduct as set forth in its policies and procedures.
- b. Student shall wear the uniform and identifying insignia of School at all times in Facility, unless otherwise instructed by the supervisor at Facility.
- c. Student shall be responsible for his or her own transportation and shall not be authorized to transport any client or patient of Facility by car or other vehicle.

- d. Student shall provide proof to Facility of health insurance coverage during the Placement and shall comply with all health and immunization requirements of Facility.
- e. Student shall be responsible for adhering to established schedules and notifying Facility and School of any absences or necessary schedule changes.
- f. Student shall obtain prior written approval of Facility and School before publishing any material relative to the Placement.
- g. Student shall maintain confidentiality related to Facility's employees, patients, clients, customers, business operations, and/or trade secrets.

#### **4. Facility Responsibilities**

4.1. Unless otherwise agreed by Facility and School, Facility shall assume responsibility for providing supervision of Student(s) and cooperate in providing systematic written review of the student performance in the Placement. Facility and School shall mutually agree upon appropriate certifications or credentials and responsibilities of the supervisor. Facility shall provide meaningful and appropriate learning experiences to Student to achieve School's educational objectives for the placement. Facility shall provide access to records, appropriate space, and other Facility resources as may be required.

4.2. If available, immediate provision of emergency health care to Student(s) shall be assured in any instance of injury or illness at Facility. Expenses of such care shall be the sole responsibility of the Student.

4.3. A Student is not an employee of Facility under the terms of this Agreement and may not take the responsibility or place of qualified staff.

4.4. After demonstrating proficiency, Students may be permitted to undertake certain defined activities with appropriate supervision and direction. Students may be employed in the field outside regular educational hours, provided the work does not interfere with regular academic responsibilities; the work must be non-compulsory, paid, and subject to standard employee policies of Facility. Facility agrees, under these specific circumstances to insure Student(s) as they would any other employee of their Facility.

4.5. Facility agrees to comply with all applicable laws, regulations, rulings, or enactments of any governmental authority. Facility shall obtain (at its own expense) from third parties, including state and local governments, all applicable licenses, permissions, and accreditations necessary to maintain its operation.

#### **5. Insurance**

5.1. By action of the Board of Trustees of the University of Illinois on August 1, 1976, a liability self-insurance plan was established, most recently amended on June 9, 2011. The Program and Plan documents are available on request. Under the terms of said Plan, Facility employees, who at the time of an occurrence are acting within the scope of duties assigned to them pursuant to this Agreement, are named insureds under the Plan. The limits of liability under the terms of the Plan are \$1,000,000 per claim or occurrence and \$3,000,000 aggregate. While the Program and Plan are in effect as to the date hereof, nothing contained herein shall be construed as precluding said Board of Trustees from modifying, revising, or canceling, in whole or part, the Program or the Plan; however, Facility agrees to publish at least thirty (30) days in advance a public notice in the event Program or Plan is canceled in whole or in part. Nothing herein should be construed to imply that Students working for the Facility outside of the scope of this Agreement are covered by Facility's liability insurance."

**5.2** School agrees to maintain professional and general liability insurance, or self-insurance, in the minimum amounts of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its Students, employees, agents, and servants with an insurance carrier acceptable to the Facility. School shall furnish facility with a certificate of insurance or other written document reasonably satisfactory to the Facility as evidence of its insurance coverage in full force and effect. School shall send

evidence of insurance coverage to Facility at the address shown in Article 8 prior to the beginning of the student placement.

**6. Liability**

Neither Party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This Agreement shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one Party to the other or to a third Party.

**7. Termination**

7.1. Either Party shall provide written notice to the other of its intent not to renew this Agreement ninety (90) days prior to the expiration of the current term.

7.2. Either Party may terminate this Agreement for any reason upon ninety (90) days written notice to the other.

7.3. Either Party may terminate this Agreement for breach, including but not limited to failure to meet insurance requirements, failure to provide a supervisor with appropriate credentials, or failure to maintain licensure or certification, if applicable. Notice to the other Party of breach must be in writing pursuant to the provisions of Paragraph 8. If the breach is not remedied within thirty (30) days, the Agreement may be terminated by giving ten (10) days written notice to the breaching Party.

7.4. Notwithstanding the foregoing paragraphs, Student(s) placed at Facility at the time notice of termination or non-renewal is given shall be allowed to complete the current placement unless Paragraph 3.2 (a) above has been invoked by Facility.

**8. Notices**

All notices required herein shall be in writing and shall be sent via registered or certified mail return receipt requested or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the Party at the address set forth below.

Notices to the Facility shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Attn: \_\_\_\_\_

Notices to the School shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Attn: \_\_\_\_\_

## 9. General Provisions

9.1. School and Facility agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. School and Facility shall not engage in unlawful discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, marital status, disability, unfavorable discharge from the military, or status as a disabled veteran or a veteran of the Vietnam era.

9.2. Neither Party shall use the name of the other in any written material including but not limited to brochures, letters, and circulars, without the prior written consent of the other, but with the exception of listings of facilities as may be required by School's accrediting agencies.

9.3. This Agreement is to be governed and construed in accordance with the laws of the State of Illinois. Both Parties agree that jurisdiction and venue for the formal resolution of any disputes relating to this Agreement shall lie exclusively in the Illinois Court of Claims for claims against Facility and in a court of competent jurisdiction in Cook County, Illinois, for claims against School.

9.4. Information provided by either Party to the other shall be treated as confidential.

9.5. School and Facility acknowledge that certain information about School's students is contained in records maintained by School and/or Facility and that this information may be confidential by reason of the Family and Educational Rights and Privacy Act (FERPA) of 1974 (20 U.S. C. 1232g). Both Parties agree to protect these records in accordance with FERPA. To the extent permitted by law, nothing contained herein shall be construed as precluding either Party from releasing such information to the other so that each can perform its respective responsibilities.

9.6 For the limited purposes of the Health Insurance Portability and Accountability Act (HIPAA), School and Facility acknowledge that Students are part of Facility's "work force", as defined in the HIPAA Privacy Regulations at 45 C.F.R. 160.103, and as such, no Business Associate agreement is required between the School and Facility. Facility will provide the necessary HIPAA training to Students and Students will be expected to comply with HIPAA and any other confidentiality requirements of Facility.

9.7. Nothing in this Agreement is intended to or shall create any rights or remedies in any third Party.

9.8. The relationship of each Party to the other under this Agreement shall be that of independent contractor. While engaged in educational activities related to the placement, Student(s) shall not be considered an agent or employee of the Facility.

9.9. School affirms that, to the best of its knowledge, there exists no actual or potential conflict between the School's business, or financial interests and its obligations under this Agreement; and, in the event of change in either its private interests or obligations under this Agreement, School will raise with Facility any questions regarding possible conflict of interest which may arise as a result of such change.

9.10. The failure of either Party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of either Party thereafter to enforce each and every provision in accordance with the terms of this Agreement.

9.11. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms. All commitments by Facility under this Agreement are subject to constitutional and statutory limitations and restrictions binding upon Facility.

9.12. In the event of any litigation arising in connection with this Agreement, School and Facility agree to cooperate in risk management, prevention, claims investigation, and litigation under the direct control and supervision of their respective legal counsel.

9.13. This Agreement may not be assigned by either Party without the prior written consent of the other Party. Such consent shall not be unreasonably withheld if the assignment is in the context of a merger between a Party and an affiliated entity of such Party provided, however, that the obligations of such Party under this Agreement shall not be extinguished or otherwise affected by any such assignment.

9.14. This Agreement, attachments, and incorporated references shall constitute the entire Agreement between the Parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said Agreement. No modification, extension, or waiver of this Agreement or any provision thereof shall be binding upon either Facility or School unless reduced to writing and duly executed by both Parties.

### **Approval and Effective Date**

This Agreement shall not be binding until signed by all Parties. The persons signing this Agreement represent that they have authority to bind their respective Parties.

<b>Board of Trustees of the University of Illinois</b>	<b>School</b>
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\_\_\_\_\_  
By: Paul N. Ellinger, Comptroller

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date