

**AFFILIATION AGREEMENT
BETWEEN
Board of Trustees of the University of Illinois
AND
Southern Illinois University School of Medicine**

THIS AGREEMENT, made and entered into on April 1, 2011 between The Board of Trustees of the University of Illinois on behalf of the University of Illinois at Springfield (hereinafter referred to as the "UNIVERSITY") and **Southern Illinois University School of Medicine** (hereinafter referred to as the "FACILITY");

WHEREAS, the UNIVERSITY educates interns and utilizes community facilities to afford such interns the opportunity to have practical learning experiences through internships; and

WHEREAS, the FACILITY recognizes the need for and desires to aid in the educational development of professionals, and is willing to make its premises available for such purposes;

NOW, THEREFORE, the UNIVERSITY and the FACILITY, in consideration of the mutual benefits to be attained by both, do hereby agree to participate in a cooperative program of applied experience for interns, as follows:

A. THE UNIVERSITY'S RESPONSIBILITIES:

1. **Provision of foundational curriculum to interns.** The UNIVERSITY shall have total responsibility for planning and determining the adequacy of the educational experience of interns in theoretical training, basic skills, professional ethics, attitude, and behavior, and will partner with the FACILITY on training only those interns who have satisfactorily completed the prerequisites of the UNIVERSITY'S educational program before internship assignment.
2. **Designation of liaison to FACILITY; communications relating to internship placements.** The UNIVERSITY shall designate a member of its faculty to coordinate internships with a designated member of the FACILITY'S staff. This assignment will include exchange of information on interns' internship performance. The UNIVERSITY shall notify the FACILITY in writing of any change or proposed change of the faculty member responsible for coordinating internship placements with the FACILITY.
3. **UNIVERSITY notices to interns.** The UNIVERSITY shall notify each intern prior to his/her arrival at the FACILITY that he/she is required to:
 - (a) Follow the administrative policies, standards, and practices of the FACILITY, including those pertaining to the Health Insurance Portability and Accountability Act of 1996 ("HIPPA").
 - (b) Conform to the standards and practices established by the UNIVERSITY while functioning at the FACILITY.
 - (c) Meet the personal, ethical, and professional standards required of employees of the FACILITY.
 - (d) Obtain medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the FACILITY.
 - (e) Provide his/her own transportation and living arrangements.

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- (f) Obtain prior written approval of the FACILITY and the UNIVERSITY before publishing any material relating to the internship experience.
4. Immunizations: UNIVERSITY and interns(s) shall comply with the immunization requirements of the Facility. All interns must have the following immunizations with documentation available upon request:
- (a) TB skin test or chest x-ray. (The test or chest x-ray must be negative.)
 - (b) Rubella (German Measles) immunization or positive Rubella Screen or titer.
 - (c) Rubeola (Red Measles) immunization or positive Rubeola Screen or titer.
 - (d) Mumps immunization in 1969 or later or physician diagnosed illness. (After 1969, written documentation of immunization of live mumps vaccine at 12 months of age or later.)
 - (e) MMR (Mumps, Measles, Rubella) immunization. (Two doses of MMR separated by more than one month and given on or after the first birthday eliminate the need for 2, 3, and 4 above.)
5. Hepatitis B Vaccination: UNIVERSITY shall submit evidence to Facility that each intern has received Hepatitis B vaccinations or signed a waiver registering they are aware of the risks without vaccinations.
6. Intern Attendance: UNIVERSITY shall maintain documentation of intern(s) names and dates of attendance at Facility and provide this documentation to Facility upon request.
7. Insurance: 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 November 14, 2002. The Program and Plan documents are available upon request. Under the terms of said Plan, UNIVERSITY Interns, who at the time of an occurrence are acting within the scope of duties assigned to them pursuant to this agreement, are named insured's under the Plan. The limits of liability under the terms of the Plan are \$5,000,000. 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 cancelling, in whole or part, the Program or the Plan; however, UNIVERSITY agrees to provide FACILITY with an advance thirty (30) day notice in the event Program or Plan is modified, revised, or cancelled in whole or in part. Nothing herein should be construed to imply that Interns working for the Facility outside the scope of this Agreement are covered by the UNIVERSITY'S liability insurance.

B. THE FACILITY'S RESPONSIBILITIES:

1. **Provision of facilities for supervised internship experiences.** The FACILITY will make available to assigned interns appropriate facilities, equipment, and supplies in order to provide supervised applied experience in the program. Such facilities shall include an environment conducive to the learning process of the interns as intended by the terms of this Agreement and conforming to the FACILITY'S customary procedures.
2. **FACILITY rules.** During periods of internship assignment, interns will remain subject to the authority, policies, and regulations imposed by the UNIVERSITY and interns will be subject to all rules and regulations of the FACILITY and imposed by the FACILITY on its employees and agents with regard to following the administrative policies, standards, and practices of

the FACILITY. The FACILITY shall provide to interns the FACILITY'S administrative policies, rules, and regulations that are relevant to the internship placement.

3. **Designation of liaison to UNIVERSITY; communications relating to internship placements.** The FACILITY shall designate and submit in writing to the UNIVERSITY the name, FACILITY position, and credentials of the individual(s) overseeing internship experiences. That person shall maintain contact with the UNIVERSITY'S designated liaison to assure mutual participation in and surveillance of the internship program. The FACILITY shall notify the UNIVERSITY in writing of any change or proposed change of the person(s) responsible for coordinating the internship placements.
4. **Supervision of internship assignments.** While at the FACILITY, interns shall perform assignments under the supervision of qualified staff. Interns shall work, perform assignments, and participate in staff meetings and in-service educational programs at the discretion of the supervisors designated by the FACILITY. Interns are not employees and will not replace FACILITY staff.
5. **FERPA compliance.** The FACILITY shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley amendment, and shall take all reasonable measures necessary as it would for its own interns, to ensure the confidentiality of any and all information in its possession regarding the UNIVERSITY'S interns who intern at the FACILITY pursuant to this agreement.

C. OTHER RESPONSIBILITIES:

1. **Evaluation of interns' internship experiences.** Evaluation of the applied learning experiences of the intern will be accomplished jointly by the UNIVERSITY and the FACILITY through communications relating to internship experiences and intern performance. The FACILITY will evaluate in writing the internship performance of intern and submit the evaluation to the UNIVERSITY'S designated liaison.
2. **Removal of interns.**
 - a. The UNIVERSITY shall have the right to remove an intern from an internship placement. In such event, the UNIVERSITY shall notify the FACILITY of such removal and the reasons for its actions in writing and as soon as practicable.
 - b. The FACILITY shall have the right to remove from the FACILITY any intern whom the FACILITY deems unacceptable, including but not limited to interns whose performance is unsatisfactory or whose characteristics and activities are detrimental to the FACILITY'S responsibilities or operations. In such event, the FACILITY shall notify the UNIVERSITY of its actions and the reasons for its actions in writing and as soon as practicable. If the FACILITY desires to remove an intern for any other reason, it shall notify the UNIVERSITY in writing of the reasons for the removal and shall consult with the UNIVERSITY before removing the intern.

D. TERM OF AGREEMENT:

The Agreement shall remain valid for a term of three years from the date of the last signature at the end of this Agreement. It may be terminated by either party by giving notice to the other party by certified mail at least three months prior to the end of the term. Should notice of termination be given, to the extent feasible, interns who are participating in internships at the FACILITY at the time of termination shall be allowed to complete internships then in progress at the FACILITY.

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E. ADDITIONAL TERMS:

1. **Stipulations as to liability.** Subject to applicable state law, neither party to this Agreement shall be legally liable for the consequences, whether bodily injury or property damage, occasioned by an act, omission, or neglect chargeable to the other party. Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.
2. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all agreements, promises, and understandings with respect to the subject matter hereof. The terms and conditions of the Agreement may be amended by written instrument executed by both parties.
3. **Severability.** The invalidity or unenforceability of any provision, clause, or sentence of this Agreement shall not render any other clause, provision, or sentence of this Agreement invalid or unenforceable.
4. **Nondiscrimination.** The UNIVERSITY and the FACILITY agree that there shall be no discrimination by either party on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity, unfavorable discharge from the military, status as a protected veteran, or any other basis prohibited by law.
5. **Notice to parties.** Any notice required or permitted to be given under the provisions of this Agreement shall be in writing, certified mail, return receipt requested, addressed to the parties at their respective address indicated below. The following persons are to be the general contact persons for the term of this Agreement:

For the UNIVERSITY:

Donald R. Long
Grants and Contracts, Coordinator
University of Illinois at Springfield
One University Plaza, MS PAC 525
Springfield, Illinois 62703-5407
217-206-7409

For the FACILITY:

Angela Valuck
Internship Coordinator
Office of Human Subjects
P.O. Box 19601
Springfield, Illinois 62794-9601
217-545-6493

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G. This Agreement shall be governed by and construed in accordance with the Laws of the State of Illinois, applicable to contract made and to be performed wholly within such State without giving effect to conflict of laws principles.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this Agreement, effective on the month, day, and year first above written.

Southern Illinois University School of Medicine

Board of Trustees of the University of Illinois

By: *Kay Titchenal*
Authorized Official

By: *Walter K. Knorr*
Comptroller

Kay Titchenal, Executive Director
Office of Human Resources
SIU School of Medicine

Walter K. Knorr
Printed Name

Kay Titchenal
Printed Name

4/6/11
Date

4/11/11
Date

Attest: *Michele M. Thompson*
Secretary of the Board of Trustees

Michele M. Thompson
Printed Name

Approved:

J. Kevin Dorsey

4-7-11
Date

J. Kevin Dorsey, M.D., PhD.
Dean and Provost
for Rita Cheng, Chancellor
Southern Illinois University Carbondale

Approved as to Form:

Mark D. Hens
For Counsel

Mark D. Hens
Printed Name

Date

EDC



SIU School of Medicine

April 25, 2011

Donald R. Long
Grants and Contracts, Coordinator
University of Illinois at Springfield
One University Plaza, MS PAC 525
Springfield, Illinois 62703-5407

Dear Mr. Long:

Enclosed you will find your final signed copy of the Educational Affiliation Agreement between the University of Illinois at Springfield and Southern Illinois University. Thank you for your help in expediting this contract. We look forward to partnering with your institution and students.

If you have any questions, please do not hesitate to call me at 217-545-6493.

Sincerely,



Angela Valuck
Human Resource Officer, Internship Coordinator
SIU School of Medicine

Office of Human Resources

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