

# BOH CONTRACT SUMMARY

- New Contract**
- Renewal**
- Amended Renewal**

<b>NAME OF ORGANIZATION</b>	Affiliation Agreement – Illinois State University					
<b>EFFECTIVE DATES OF CONTRACT</b>	September 1, 2024, Evergreen					
<b>BRIEF DESCRIPTION OF CONTRACT PURPOSE</b>	To provide a supervised, relatable, practice experience to the students of Illinois State University.					
<b>CONTRACT TERMS</b>	Auto renew every year for one year term, not to exceed 10 years.					
<b>MCDH DEPT/STAFF INVOLVED</b>	MCDH Staff					
<b>FINANCIAL TERMS</b>	N/A			N/A		
<b>INDEMNIFICATION CLAUSE?</b>	No					
<b>SPECIAL ARRANGEMENTS, REQUIREMENTS, CONDITIONS</b>	See Facility responsibilities in attached agreement.					

## **Agreement for Student Placement**

This Agreement is entered into by and between the Board of Trustees of Illinois State University, a public body, corporate and politic of the State of Illinois with principal offices at Normal, Illinois, for and on behalf of its \_Department of Family and Consumer Sciences, hereinafter “University” and McHenry County Department of Health with principal offices at 2200 N. Seminary Avenue, Woodstock, IL 60098, hereinafter “Facility”.

As part of its ongoing instruction and preparation of its students through classroom and laboratory experiences, University seeks relevant, supervised experiences in practice settings for its students who are in good academic standing. The Facility can 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 September 1, 2024, and continue for one (1) year, and shall automatically renew from year to year thereafter for a period not to exceed ten (10) years unless terminated by either party.

### **2. Placement of Students**

Prior to the beginning of each student placement, Facility and University 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 University will attempt to discuss and reach mutual agreement with the student regarding options for completing, rescheduling, or canceling the placement.

### **3. University Responsibilities**

3.1 University shall provide the basic preparation of the student(s) through classroom instruction and practice and shall provide the educational direction for the placement. University 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 University’s educational objectives.

3.2 University shall inform student(s) that they must adhere to the following requirements during the placement:

- a. Students will adhere to all policies, procedures, and standards established by the University and Facility. University shall, upon receiving notice from Facility, immediately remove any student deemed by Facility to be clinically unsafe to patients, employees, or others. Facility reserves the right to prohibit the return of any such student(s) unless a corrective action plan satisfactory to Facility has been proposed and its compliance assured by the student. Facility further reserves the right to request University to

remove any student whose conduct is contrary to Facility's standards of conduct as set forth in its policies and procedures.

- b. Student will be responsible for his/her own transportation to and from Facility during placement.
- c. Student will provide Facility with proof of health insurance coverage during the placement and shall comply with all health and immunization requirements of the Facility.
- d. Students will be responsible for adhering to established schedules and notifying Facility and University of any absences or necessary schedule changes.
- e. Students will obtain prior written approval of Facility and University before publishing any material relative to the placement.
- f. Students will maintain confidentiality related to Facility's employees, patients, clients, customers, business operations, and/or trade secrets.
- g. If required by Facility, students will complete a criminal background check by Facility approved vendor for each Student who will be providing services at Facility. The participating student shall provide Facility with the results of criminal background checks upon request. Background checks will be completed prior to the student beginning the clinical experience at the Facility. In the event such criminal background check indicates that a student has been convicted of committing a criminal offense, the student is required to notify and provide a copy of the check to Facility immediately.

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

- 4.1 Facility will provide supervision of student(s) and cooperate in providing systematic written review of the student performance in the placement. Facility and University shall mutually agree upon appropriate certifications or credentials and responsibilities of the supervisor. The Facility shall provide meaningful and appropriate learning experiences to students to achieve the University's educational objectives for the placement. The 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 the Facility. The expenses of such care shall be the sole responsibility of the student.

- 4.3 Student(s) may not take the responsibility or place of qualified staff. Student(s) may be employed at the Facility 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. A student is not an employee of University or Facility under the terms of this Agreement.
- 4.4 Facility agrees to comply with all applicable laws, regulations, rulings, or enactments of any governmental authority, and agrees to obtain (at its own expense) any necessary licenses, permissions, and accreditations necessary to maintain its operation.
- 4.5 Facility will provide orientation and/or training to Student(s) on any of Facility's applicable policies, procedures, rules and regulations, or safety concerns.
- 4.6 Facility will provide all necessary personal protective equipment (PPE) for participating students while onsite at Facility.

## **5. Insurance**

- 5.1 University agrees to maintain professional 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, and agents, participating in this affiliation agreement. The university also agrees to maintain general liability insurance in the minimum amounts of \$1,000,000 per claim or occurrence, \$3,000,000 aggregate, for its employees participating in this affiliation agreement. University shall furnish Facility with proof of coverage of such insurance. University shall furnish Facility with proof of coverage at the address shown in Article 8 prior to the beginning of the student placement.
- 5.2 Facility 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 employees, agents, and servants with an insurance carrier acceptable to the University. Facility shall furnish University with a certificate of insurance or other written document reasonably satisfactory to the University as evidence of its insurance coverage in full force and effect. Facility shall send evidence of insurance coverage to College 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 may provide 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 other 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.

**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:

Melissa Adamson, Public Health Administrator  
McHenry County Department of Health  
2200 N. Seminary Avenue  
Woodstock, IL 60098

Notices to the University shall be sent to:

Ms. Kaitlin Byrd, MS, RDN, LDN  
Campus Box 5060  
Normal, IL 61790-5060\_\_\_\_

**9. General Provisions**

- 9.1 University and Facility agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. University and Facility shall not engage in unlawful discrimination

or harassment against any person because of race, color, ancestry, national origin, religion, pregnancy, sexual orientation, order of protection, gender identity and expression, age, marital status, disability, genetic information, unfavorable military discharge, status as a veteran, or sex (including sexual harassment, sexual assault, domestic violence, dating violence, and stalking). The Facility agrees to cooperate with any University investigation and/or complete its own review and provide the University with a written outcome of its appropriate review and handling of any complaints of discrimination or harassment made by participating students arising out of this Agreement.

- 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 except for listings of facilities as may be required by University's accrediting agencies.
- 9.3 This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.
- 9.4 University and Facility acknowledge that certain information about University's students is contained in records maintained by University and/or Facility and that this information is confidential by reason of University policy and 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 and University policy. 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.
- 9.5 For purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations, (collectively "HIPAA"), certain changes implemented to HIPAA through the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009, Pub. Law No. 111-5 and its existing and future implementing regulations, (collectively "HITECH"), HIPAA Omnibus Rule of 2013, and any other applicable Federal and State laws and regulations regarding the use, receipt, maintenance, storage, transmission, and/or disclosure of PHI to Business Associate, University and Facility acknowledge that students are part of the Facility's "workforce" as defined in HIPAA Privacy Regulations at 43 C.F.R. 160.103, and as such, no Business Associate agreement is required between the University and Facility. The Facility will provide the necessary training to students and students will be expected to comply with all applicable laws and regulations and any other confidentiality requirements of the Facility.
- 9.6 Nothing in this Agreement is intended to or shall create any rights or remedies in any third party.

- 9.7 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 or University.
- 9.8 Facility affirms that, to the best of its knowledge, there exists no actual or potential conflict between the Facility's family, 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, the Facility will raise with the University any questions regarding possible conflict of interest which may arise as a result of such change.
- 9.9 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.
- 9.10 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 the University under this Agreement are subject to constitutional and statutory limitations and restrictions binding upon the University.
- 9.11 In the event of any litigation arising in connection with this Agreement, University and Facility agree to cooperate in risk management, prevention, claims investigation, and litigation under the direct control and supervision of their respective legal counsel.
- 9.12 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.
- 9.13 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.
- 9.14 This Agreement may not be modified by either party unless such modification is mutually acceptable to both parties, is reduced to writing, and signed by both parties.

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

**The Board of Trustees of Illinois  
State University**

**McHenry County Department of Health**

By: \_\_\_\_\_

Dr. Ani Yazedjian  
Its Vice President & Provost

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

By: \_\_\_\_\_

Signed  
Its: \_\_\_\_\_

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