**Clinical Education Affiliation Agreement**

This Clinical Education Affiliation Agreement is between The Board of Trustees of the University of Illinois, a public body corporate and politic of the State of Illinois**,** on behalf of its [ENTER SCHOOL OR DEPARTMENT] at the University of Illinois  (“Illinois”) and [Name of Host Institution]**,** a(n**)** Name of State (“Host Institution”).

**1.0 PURPOSE**

As part of its ongoing instruction and preparation of its  students through classroom and laboratory experiences, Illinois seeks relevant, supervised experiences in clinical practice settings for its students who are in good academic standing. The Host Institution is able to provide a clinical practice setting, supervised experience, and related educational facilities for these students (“Placement”).

**2.0 TERM AND TERMINATION**

**2.1** This agreement shall become binding as of Enter start date or "from the date of execution of this agreement". This agreement shall continue for unless earlier terminated.

**2.2** Either party may terminate this agreement for convenience and without cause by providing at least 90 days prior written notice to the other party.

**2.3** A party that defaults in performance or commits a material breach of this agreement, including but not limited to failure to meet insurance requirements, failure to provide a supervisor who has appropriate credentials, and, if applicable, failure to maintain licensure or certification (“Defaulting Party”) shall have 30 days to cure the default or breach after receiving notice from the non-defaulting party. The non-defaulting party may terminate this agreement without further notice and pursue other available legal remedies if the defaulting party fails to cure the breach within the prescribed period, or within such other period of time that is agreed by the parties in writing.

**2.4** Notwithstanding the foregoing paragraphs, students placed at Host Institution at the time that notice of termination or non-renewal is received shall be allowed to complete their Placement, except as to any student against who Host Institution has invoked section 4.2.1.

**3.0 PLACEMENT OF STUDENTS**

Prior to the beginning of each student Placement, Host Institution and Illinois shall agree upon the number of students to be placed at the Host Institution and the duration of each Placement, which agreement shall be memorialized in writing and attached hereto and made a part hereof as Attachment 1. Should any situation arise, which may threaten a student’s successful completion of the Placement. No monetary compensation for a Placement shall be given by Illinois or received by the Host Institution.

**4.0 ILLINOIS RESPONSIBILITIES**

* 1. Illinois shall provide the basic preparation of the students through classroom instruction and practice and shall provide the educational direction for the Placement. Illinois shall designate in writing a faculty or staff member as a liaison (“Illinois Liaison”) to the Host Institution to provide consultation regarding student Placements, supervision, and periodic review of student progress toward meeting Illinois’ educational objectives.

**4.2** Illinois shall take reasonable steps to inform student(s) that they must adhere to the following requirements during the Placement:

**4.2.1** Student shall adhere to all policies, procedures, and standards established by the Host Institution, and shall adhere to such under the specific instruction of the supervisory staff of the Host Institution. Illinois or Host Institution 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. Host Institution reserves the right to prohibit the return of any such students unless a corrective action plan satisfactory to Host Institution has been proposed and its compliance assured by Illinois. Host Institution further reserves the right to request removal of any student whose conduct is contrary to Host Institution’s standards of conduct as set forth in its policies and procedures.

**4.2.2** Student shall procure, pay for, and provide a criminal history background check and any required immunization records, drug screening, or other medical checks to Host Institution if required by Host Institution. Neither Host Institution nor Illinois shall be required to pay any costs associated with said checks or tests.

* + 1. Student shall wear the uniform and identifying insignia of Illinois at all times in the Host Institution, unless otherwise instructed by the Host Institution Liaison.
		2. Student shall be responsible for his or her own transportation and shall not be authorized to transport any client of Host Institution by car or other vehicle.
		3. Student shall be responsible for adhering to established schedules and notifying Host Institution and Illinois of any absences or necessary schedule changes.
		4. Student shall obtain prior written approval of Host Institution and Illinois before publishing any material relative to the Placement.
		5. Student shall maintain confidentiality related to Host Institution’s employees, patients, clients, customers, business operations, and/or trade secrets.

**5.0 HOST INSTITUTION RESPONSIBILITIES**

**5.1** Unless otherwise agreed by Host Institution and Illinois, Host Institution shall assume responsibility for providing supervision of student(s) and cooperate in providing a systematic written review of the student’s performance in the Placement. Host Institution and Illinois shall mutually agree upon appropriate certifications or credentials and responsibilities of the supervisor (“Host Institution Liaison”). The Host Institution shall provide meaningful and appropriate learning experiences to students to achieve the Host Institutions educational objectives for the Placement. The Host Institution shall provide access to records, appropriate space, and other Host Institution resources as may be required.

**5.2** If available, immediate provision of emergency health care to student(s) shall be assured in any instance of injury or illness at the Host Institution. Expenses of such care shall be the sole responsibility of the student.

**5.3** Provide students a comprehensive orientation to Host Institution’s facility, including policy and procedures, roles and responsibilities, and information about critical incidents that present possible safety issues in the area where students will be training.

* 1. A Student is not an employee of the Host Institution under the terms of this agreement and may not take the responsibility or place of qualified staff.
	2. After demonstrating proficiency, student(s) may be permitted to undertake certain defined activities with appropriate supervision and direction. Student(s) 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 the Host Institution. Host Institution agrees, under these specific circumstances to insure the student(s) as they would any other employee of their Host Institution.
	3. Host Institution agrees to comply with all applicable laws, regulations, rulings, or enactments of any governmental authority. The Host Institution 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.
	4. Host Institution shall obtain the necessary information and permissions from students if Host Institution requires immunization records, drug screening, or other medical history from students prior to Placement. Host Institution shall make said request no later than seven business days prior to start of Placement.
	5. Host Institution shall obtain necessary information and permission from students to conduct criminal history background checks if Host Institution requires such checks prior to Placement.
	6. Host Institution may be asked to complete an Assignment Form for each student in the form of Attachment 1 to this agreement, to be signed by Host Institution Liaison, and student.

**6.0 INSURANCE**

**6.1** The Board of Trustees of the University of Illinois established a liability self-insurance plan (“Plan”) on July 1, 2023. Under the terms of said Plan, Illinois’ students, who at the time of an occurrence are acting within the scope of duties assigned to them pursuant to this agreement, are covered persons under the Plan. The limits of liability are $1 million per claim or occurrence and, $3 million aggregate. Illinois agrees to publish an advance 30 day public written notice in the event Plan is materially changed or canceled in whole or in part. Nothing herein should be construed to imply that students working outside the scope of this agreement are covered persons by Illinois’ liability insurance. Students receiving a stipend or compensation for participation are not covered by university insurance.

**6.2** Illinois will require students to maintain health coverage, either through the Illinois’ student healthcare plan for which they are assessed a fee, or through a comparable health insurance plan.

**6.3** Host Institution shall maintain general liability insurance with minimum limits of $1 million per claim or occurrence and $2 million aggregate, professional liability with minimum limits of $1 million per claim and $3 million aggregate, auto liability insurance with $1,000,000 combined single limit, and workers compensation insurance with policy limits of $500,00 per disease and per employee.

**6.4** Upon request and within seven days of request, one party shall provide to the other a certificate of Insurance evidencing the coverage and limits required.

**7.0 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.

**8.0 NOTICES**

**8.1 Delivery.** Any notice given under this agreement will be in writing and will be effective upon receipt evidenced by: (a) personal delivery; (b) confirmed facsimile transmission; (c) return receipt of postage prepaid registered or certified mail; or (d) delivery confirmation by commercial overnight carrier. All communications will be sent to the addresses set forth below or to such other address designated by a party by written notice to the other party in accordance with this section.

**8.2 Directing Notices.** Host Institution shall direct all general notices on matters of agreement interpretation to Illinois’ Contract Representative and notices involving technical or operational issues to Illinois’ Operational Representative. Host Institution shall direct all formal legal notices to the Board of Trustees of the University of Illinois.

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| **Illinois Business Representative**                    Tel.:      Email:       | **Host Institution Business Representative**[Contact Person Name][Host Institution Name][Address][City, State, Zip]Tel.: [Contact Person Phone #]Email: [Contact Person Email Address] |
| **Illinois Legal Notices**The Board of Trustees of the University of IllinoisATTN: Secretary of the Board352 Henry Administration Building506 S. Wright StreetUrbana, IL 61801 | **Illinois Contract Representative**Purchasing and Contract Management OfficeOffice of the Vice Chancellor Administration and OperationsAttn: Director of Purchasing and Contract ManagementUniversity of Illinois at Urbana – Champaign1817 S Neil St, Suite 212 | M/C 602Champaign, IL 61820 |

1. **GENERAL PROVISIONS**
	1. **Amendment.** No proposed amendment to this agreement shall be valid unless made in writing signed by each party’s authorized signatory.
	2. **FERPA.** Illinois and Host Institution acknowledge that certain information about Illinois’ students is contained in records maintained by Illinois and/or Host Institution and that this information is confidential by reason of Illinois 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 Illinois 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.
	3. **HIPAA.** For purposes of the Health Insurance Portability and Accountability Act (HIPAA), Illinois and Host Institution acknowledge that students are part of the Host Institution’s “workforce,” 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 University and Host Institution. The Host Institution will provide the necessary HIPAA training to students and students will be expected to comply with HIPAA and any other confidentiality requirements of the Host Institution.
	4. **Waiver.** Either party’s failure in any one or more instances to insist upon strict performance of any provision of this agreement or to exercise any right shall not constitute a waiver of that party’s right to enforce the provision in the future.
	5. **Severability.** If any provision of this agreement is held by a court of competent jurisdiction to be unenforceable, the provisions shall be severed from this agreement so long as severance does not affect the enforceability or essential purpose of the remainder of the agreement.
	6. **Integration**. This agreement, attachments, and incorporated references shall constitute the entire agreement between the parties with respect to the subject matter and supersedes all prior communications and writings with respect to the content of said agreement.
	7. **Non-Discrimination.** Each party agrees to comply with all federal and state non-discrimination, equal opportunity, and affirmative action laws, orders, and regulations that are applicable to the party. The parties shall not engage in discrimination or harassment against any person because of race, color, region, sex, national origin, ancestry, age, order of protection status, genetic information, marital status, disability, sexual orientation, gender identity, unfavorable discharge from the military, or status as a disabled veteran or a veteran of the Vietnam era.
	8. **Use of Names.** Without the express written permission of the other party and, if an individual’s name be concerned, of that individual, neither party shall use the name or protected marks, or any abbreviations thereof, of the other party or the name of any employee or student of the other party in any form of advertising, publicity, or commercial use, except as may be required by a party’s accrediting agencies. To seek permission from Illinois, the Host Institution must submit the proposed use well in advance of any deadline to:

**For Urbana campus:** Associate Chancellor for Strategic Communications, University of Illinois, 507 E. Green Street, Champaign, IL 61820; Tel. 217-333-5010; email stratcom@illinois.edu.

**9.9 Choice of Law.** This agreement and all claims arising out of or relating to this agreement shall be governed and construed by application of the laws of the State of Illinois, USA, without regard to its conflicts of law provisions. All claims against Illinois must be filed in accordance with the Illinois Court of Claims Act. Nothing in this agreement is intended by Illinois to waive sovereign immunity or any other defenses or immunities afforded by either or both Illinois and U.S. federal law.

**9**.**10 No Third Party.** Nothing in this agreement is intended or shall create any rights or remedies for any third party.

**9.11** **Independent Contractor.** The parties are independent contractors with respect to each other. Nothing in this agreement is intended to create any employment, association, partnership, joint venture, or agency relationship between them. While engaged in educational activities related to the Placement, students shall not be considered agents or employees of the Host Institution.

**9.12** **Conflict of Interest.** Host Institution represents that, to the best of its knowledge, there exists no actual or potential conflict between the Host Institution’s business, or financial interests and its obligations under this agreement. If a change in Host Institution’s business or financial interests or its obligations under this agreement create an actual or potential conflict, Host Institution will provide prompt written notice to Illinois.

**9.13** **Litigation.** In the event of any third party litigation arising in connection with this Agreement, Illinois and Host Institution agree to cooperate in risk management, prevention, claims investigation, and litigation under the direct control and supervision of their respective legal counsel.

**9.14** **Assignment.** 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.

**9.15** **Counterparts and Facsimiles.** The parties may sign this agreement in one or more counterparts, each of which constitutes an original and all of which together constitute the agreement. Facsimile signatures constitute original signatures for all purposes.

**9.16** **Ambiguities.** Any rule of construction that would resolve ambiguities against Illinois as drafter shall not apply in interpreting this agreement.

**9.17 Representation of Signatories.** Each individual signing below certifies that they are authorized to sign this agreement in the capacity indicated and that this agreement is intended to be binding on the party represented.

**THE BOARD OF TRUSTEES HOST INSTITUTION**

**OF THE UNIVERSITY OF ILLINOIS**

By: By:

Paul N. Ellinger, Comptroller

Date: Printed:

 Title:

 Date:

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**Approved as to Legal Form by the Office of University Counsel: BCF 1/4/2024**

**ATTACHMENT 1**

**Clinical Education Assignment Form**

*(****Example only.*** *To be filled out and filed within the campus unit prior to each student’s rotation at Host Institution’s facility.)*

Illinois’ [School or Department] confirms that [Student Name] (“student”) will be assigned to a clinical education practicum at [Name of Host Institution] (“Host Institution”) from [Start Date] through [End Date]. Student will spend four days per week at Host Institution’s facility over two semesters. Student will follow Host Institution’s holiday schedule and not that of Illinois.

Host Institution is expected to provide an orientation to include its programs/services and other general and safety information. Host Institution Liaison should familiarize themselves with Illinois’ instructions and documented Host Institution Liaison responsibilities. Host Institution Liaisons may be expected to complete the online Host Institution Liaison Training.

The Learning Plan defines learning experiences roles the student will experience while in the Placement setting. The Host Institution Liaison should provide Illinois’ with evaluations of the student’s performance as outlined in the timeline sent to Host Institution Liaison and students. These evaluations summarize the student’s progress and are signed by the student and Host Institution Liaison. The Illinois Liaison will make a site visit as outlined in the timeline.

If questions or problems arise during the Placement that cannot be resolved between the Host Institution Liaison and student, Host Institution Liaison or student should refer the matter to the Illinois Liaison for assistance.

Acknowledged by:

Host Institution Liaison

Student

Illinois Liaison

Date