

**EDUCATIONAL AFFILIATION AGREEMENT BETWEEN
FAIRFIELD MEMORIAL HOSPITAL
AND
SOUTHERN ILLINOIS UNIVERSITY**

THIS AGREEMENT is hereby entered into as of July 3, 2019 ("Effective Date"), by and between FAIRFIELD MEMORIAL HOSPITAL with offices located at 303 NW 11th Street, Fairfield, Illinois 62837 ("FACILITY") and the BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY, by and on behalf of the Southern Illinois University School of Medicine ("SIU"), with a place of business at 801N Rutledge, Springfield Illinois 62702.

WHEREAS, Southern Illinois University has established academic programs in its School of Medicine and requires facilities for clinical learning experiences for its students; and

WHEREAS, Facility has facilities suitable for these clinical learning experiences and/or internship experiences; and

WHEREAS, Southern Illinois University and Facility desire to enter into an agreement for the use of the Facility's institution to provide opportunities for students to become competent practitioners.

NOW, THEREFORE, in consideration of the terms, conditions and covenants, mutual or otherwise, as hereinafter set forth, the parties hereby agree to be bound to the following terms and conditions as stated herein.

- I. **TERM:** This Agreement shall be in effect as of the Effective Date stated hereinabove and shall automatically renew each year for a period of up to five (5) years, unless and until either party terminates this Agreement by sending written notification of such termination to the other parties no less than sixty (60) days prior to the end of the semester in effect at the time. Termination shall be effected at the end of that period, provided no student currently enrolled is deprived the opportunity to complete course requirements due to this action. Notwithstanding the aforementioned, this Agreement shall be subject to review every year.
- II. **SIU DUTIES:** SIU shall be responsible for the following obligations and conditions:
 - A. **Administration of Program:** SIU shall assume responsibility for the administration of the internship, including, but not limited to, appointment of a paid or volunteer faculty member to act as a preceptor for each student, curriculum development, grading, requirements for matriculation, credits, scheduling, and clinical hours.
 - B. **Notify of Objectives:** SIU shall provide Facility personnel with the overall objectives of the academic program and provide the appropriate educational objectives and documents for clinical experiences to Facility. Prior to participation, SIU will make available to the Facility class catalogues and program bulletins typically available to on-campus students.

- C. Selection and Assignment: SIU shall be responsible for the selection and assignment of students from the academic program to the individual Facility for learning experiences.
- D. Coordinate Activities: SIU shall coordinate the educational and clinical activities involving the Facility, supervising physician (preceptor) and the program faculty, which shall include making available to the clinical training supervisor the academic program training guides, materials, evaluation measures, and counseling on the use and value prior to the student's entry into the clinical phase of academic program.
- E. Faculty Visits: SIU shall maintain records and schedules of SIU faculty visits in the appropriate department at the Facility.
- F. Regulations of Facility: SIU shall inform student(s) that they will be subject to the regulations of the Facility while on clinical assignment.
- G. Meals, Lodging, Misc.: SIU shall inform student(s) that they will be responsible for their own meals, lodging, transportation, uniforms, laundry, and health insurance for the clinical assignment.
- H. Liability Insurance: SIU shall provide and maintain professional liability insurance coverage for all its paid employees acting within the scope of their appointments, and similarly provides such insurance coverage for any of its enrolled students while acting in the scope of an approved unpaid clinical program for which academic credit or the equivalent may be awarded. This professional liability coverage for paid employees and unpaid student interns is provided through the Southern Illinois University Self-Insurance Program, and evidence of such coverage is available upon request. SIU maintains a self-insurance program which includes coverage for professional liability in the amount of ONE MILLION DOLLARS (\$1,000,000) per occurrence and THREE MILLION DOLLARS (\$3,000,000) in the aggregate.
- I. Indemnification: To the extent permitted by Illinois law and not inconsistent with the doctrine of sovereign immunity, SIU shall indemnify and hold harmless the Facility, its agents and employees, from any claims, demands, or actions for injury or death of any person, or damage to or destruction of property, which arises out of the negligent act or omission of SIU, or its agents or employees acting in the scope of their employment during the performance of this Agreement. The parties agree that all claims against SIU are subject to the Illinois Court of Claims Act (705 ILCS 505/1 *et seq.*). This indemnification shall survive termination of this Agreement.
- J. Federal Regulation Requirements: SIU shall instruct students regarding OSHA Bloodborne Pathogens and Tuberculosis regulations before beginning clinical experiences, in addition to potential requirement for a criminal background check and/or drug screen prior to gaining access to the Facility.

- K. Immunizations: SIU and student(s) shall comply with the immunization requirements of the Facility. All students must have the following immunizations with documentation available upon request:
1. TB skin test. The test or chest x-ray must be negative.
 2. Rubella (German Measles) immunization or positive Rubella Screen or titer.
 3. Rubeola (Red Measles) immunization or positive Rubeola Screen or titer.
 4. 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.)
 5. 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.)
- L. Hepatitis B Vaccination: Upon request, SIU shall submit evidence to Facility that each student has received Hepatitis B vaccinations or signed a waiver registering they are aware of the risks without vaccinations.
- M. Flu Vaccination: Upon request, SIU shall submit evidence to the Facility that each student has received the Flu vaccination or signed a waiver and understands the Facility policies related to Flu vaccination.
- N. Enrolled in Program: SIU shall take all necessary steps to ensure that any student presented to the Facility for affiliation through this Agreement is currently enrolled in academic program.
- O. Student Attendance: SIU shall maintain documentation of student names and dates of attendance at Facility and provide this documentation to Facility upon request.

III. **FACILITY DUTIES**: The Facility shall be responsible for the following obligations and conditions:

- A. Structure of Internship: The Facility shall provide facilities and practice appropriate for successful completion of the internship program. The Facility shall provide learning experiences that are compatible with the missions of SIU. The Facility shall accept an agreed upon number of SIU student(s) in the clinical training sequence.
- B. Supervision: The Facility shall be responsible for all clinical services provided at the Facility's institution. The Facility shall be responsible for the direct administrative and professional supervision of each student, which shall include but not be limited to

the appointment of a training supervisor who meets the qualifications as stated in the program, and a qualified staff member to directly supervise each student during the performance of any clinical procedures. The Facility shall provide students with sufficient numbers and variety of procedural experiences to satisfy requirements for clinical experiences. To the extent applicable, the preceptor appointed by SIU (see Exhibit A) will be responsible for the supervision of the student in the Facility.

- C. Progress Report: If requested by SIU and/or the preceptor, the Facility shall complete a performance appraisal for each student's performance during the clinical experience, as prescribed by SIU.
- D. Orientation to Facility Rules & Regulations: The Facility shall be responsible for providing an orientation to student of all applicable policies, procedures, rules, and regulations of Facility, and to such other policies, procedures, rules, and regulations, as Facility deems appropriate.
- E. Location for Meeting: The Facility shall provide SIU a location within the facility, coordinated through the education office, in which SIU's faculty, the training supervisor, and/or student(s) may meet for educational purposes.
- F. Lockers, Eating Arrangements, Etc.: The Facility will provide the students with dressing facilities, locker, and eating arrangements similar to those of its employees; and provide safety and security measures to student(s) that are available to employees.
- G. Unsatisfactory Conduct or Performance: The Facility shall promptly notify SIU of any unsatisfactory conduct or performance of any student assigned to the Facility. The Facility shall permit SIU faculty members access to the Facility site and/or the students assigned to the Facility.
- H. Emergency Care or Injury: In the event of injury or illness, a student will be required to report to the Facility emergency care unit, where the physician on duty will be responsible for determining the proper course of treatment. Any cost or expense associated with such care or treatment shall be the student's sole and individual responsibility, except when an injury results from acts or omissions of the Facility, its agents or employees.
- I. Patient Care Responsibility: The Facility shall retain full responsibility and supervision for the medical care and/or treatment of its patient(s) and/or client(s).
- J. Indemnification: The Facility shall indemnify and hold harmless SIU, its trustees, officers, students, agents and employees, from any claims, demands, or actions for injury or death of any person, or damage to or destruction of property, which arises out of the act, failure to act, negligence, or misconduct of the Facility, its agents or employees in connection with the activity which is the subject of this Agreement. This indemnification shall survive termination of this Agreement.

- K. Liability Insurance: Facility shall provide and maintain general and professional liability insurance coverage, each in amounts of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and THREE MILLION DOLLARS (\$3,000,000) in the aggregate for claims of bodily injury, property damage and professional liability, which shall include insuring itself and its agents and employees for their acts, failures to act, or negligence, rising out of, or caused by, the activity which is the subject of this Agreement. If a policy required under this section is written on a claims-made basis and that policy is replaced or renewed, any retroactive date must coincide with, or precede commencement of this Agreement. A claims-made policy that is replaced or not renewed must have an extended reporting period of not less than two (2) years. Evidence of coverage required herein shall be provided upon request.

IV. **RESPONSIBILITIES OF BOTH PARTIES**: Both parties hereby agree to the following terms and conditions as a part of this Agreement:

- A. Meetings: That there should be a meeting of certain members of the staff of both institutions, SIU and the Facility, at least once per semester, with informal meetings whenever such is beneficial for proper coordination or improvement of relations. A meeting shall also be held for SIU's faculty members and the clinical supervisors to jointly evaluate a participating student's performance by mutual consultation and in accordance with the published guidelines provided to the participating student prior to the actual participation in the learning experience.
- B. Student Records: The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act (FERPA) and that the written authorization of student(s) must be obtained before student data can be released to anyone. The Facility hereby indemnifies and holds harmless SIU from any claims, complaints, and/or causes of action arising from an alleged violation of FERPA during the student's participation at Facility's site under this Agreement.
- C. Health-Related Records: SIU shall, as part of its curriculum, instruct students as to the importance of patient privacy and confidentiality, as well as inform them of the various federal, state, and local laws that may impact patient confidentiality. SIU also agrees that it shall inform students that they are to comply with Facility's written policies and procedures for patient confidentiality, including those implemented pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the rules and regulations promulgated there under, if applicable. Facility shall provide such written policies and procedures related to HIPAA to student(s).
- D. Criminal Background Checks: SIU shall inform all students who seek to participate in the internship that a satisfactory criminal background check may be required prior to the student's acceptance into the internship. The student shall be solely responsible for obtaining and submitting a satisfactory criminal background check to the Facility

within the timeframe required. The Facility shall be responsible for determining whether the student's background check is satisfactory for participation in the internship and informing the student of such results. SIU shall have no obligation or responsibility in obtaining, reviewing or submitting the results of any background check during this Agreement. Any information submitted to Facility in response to such criminal background check shall be kept confidential in nature and exempt from disclosure to any third party, except as required by law. Facility hereby agrees to indemnify, defend and hold harmless SIU, its trustees, officers, students, employees, officials, agents and representative from any liability, loss, damage or claim which arises from the Facility's, its agents, employees or representative's negligent acts, omissions or willful misuse or disclosure of said background check information.

- E. Drug Screening: SIU shall inform all students who seek to participate in the internship that a satisfactory drug screen check may be required prior to the student's acceptance into the internship. The student shall be solely responsible for obtaining and submitting a satisfactory drug screen test to the CLINICAL FACILITY within the timeframe required. The CLINICAL FACILITY shall be responsible for determining whether the student's drug screen test is satisfactory for participation in the internship and informing the student of such results. SIU shall have no obligation or responsibility in obtaining, reviewing or submitting the results of any drug screen test during this Agreement. Any information submitted to CLINICAL FACILITY in response to such drug screen check shall be kept confidential in nature and exempt from disclosure to any third party, except as required by law. Facility hereby agrees to indemnify, defend and hold harmless SIU, its trustees, officers, students, employees, officials, agents and representative from any liability, loss, damage or claim which arises from the Facility, its agents, employees or representative's negligent acts, omissions or willful misuse or disclosure of said information.
- F. Assignments: The Facility and SIU shall schedule the long term, general assignments for the student(s) working in the Facility according to the course objectives. The parties, by mutual agreement, may determine the appropriateness of assignments of the student(s) to work shifts other than normal day shift working hours. This determination shall be based upon the educational value of such experience.
- G. Resolution of Problems: Reasonable efforts will be made to resolve and disputes, complaints and/or problems with the student(s) by the Facility's clinical supervisor and SIU's faculty members.
- H. Removal from Internship Site: The parties, by mutual agreement, shall have the right to withdraw any student from the clinical experience due to poor academic or clinical performance, including failure of student to abide by the professional standards of the Facility. The Facility reserves the right to remove any student from participation in the clinical experience at Facility's institution upon it determining that the student poses a danger to the health and safety of patients or staff, or such removal is in the best interest of patient care and treatment.

I. Accrediting Body Essentials: Both parties hereby agree to adhere to the Essentials as set forth by their appropriate accrediting body.

J. Non-Discrimination: Neither party will discriminate against any applicant or student in nomination, selection, or training because of religion, race, sex, creed, handicap, national origin, age, disability, status as a disabled veteran or a veteran of the Vietnam era, marital status, or any other class protected by applicable law. Further, no student will be used to displace any employee, nor will employees be released to hire students.

If a complaint or allegation of discrimination is made by a participating student against the Facility, its employees, agents or representatives, the Facility shall be responsible for conducting a thorough and immediate investigation into the complaint and/or allegation in order to determine whether discrimination has occurred. Facility agrees to indemnify, defend and hold harmless SIU, its trustees, officers, students, employees, officials, agents and representatives; for any liability, losses, penalty, judgment, damages, or claims, whether civil, administrative or otherwise, which SIU may become subject to or which may arise or be imposed in connection with Facility's failure or alleged failure to comply with the anti-discrimination state or federal laws, while students are participating in the academic program at Facility's site under this Agreement.

K. Relationship of Parties: SIU and Facility shall be considered independent contractors to one another. Nothing in this Agreement shall establish or create a relationship of partnership, joint venture, employment, franchise or association between SIU and Facility, nor between their respective students, faculty, staff and/or employees. No party by virtue of this Agreement assumes any liability of any debts or obligations of a financial, legal, or moral nature incurred by the other party to this Agreement.

L. Authority to Bind: The parties hereto certify that the individual signing this Agreement on behalf of his/her respective party hereby warrants that he/she has the necessary authority to bind said party to this Agreement.

M. Survival: All terms and conditions of this Agreement that would, by their nature, survive the expiration or termination of this Agreement, including but not limited to representations, warranties, certifications, and indemnification obligations, shall so survive.

N. Notices: Any notice to either party must be in writing signed by the party giving it and be deemed by the parties given when mailed postage prepaid, first class, certified, or express mail or hand-delivered when addresses to the following individuals. Notices should be mailed to these addresses:

For SIU: Don Diemer, Director
Physician Assistant Program
Southern Illinois University
Lindegren Hall 210 – Mail Code 6516
600 Agriculture Dr
Carbondale, IL 62901
PH: 618-453-8850

Department Administrator
Department of Family and Community Medicine
520 N. 4th Street
Springfield, IL 62794-9670

For Facility: Katherine Bunting, Chief Executive Officer
Fairfield Memorial Hospital
303 NW 11th St
Fairfield, IL 62837
PH: 618-842-2611

- O. Governing Law: This Agreement, along with all attachments, shall be construed, governed and interpreted pursuant to the laws of the State of Illinois, without regard to its conflict of law provisions. Disputes arising under this Agreement shall be brought before a proper state or federal court of competent jurisdiction in the state of Illinois.
- P. Waiver of Breach: The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
- Q. Severability: All the provisions of this Agreement are severable. If any provision of this Agreement is deemed to be invalid or unenforceable for any reason, then the remainder of the Agreement shall remain in full force and effect to the extent permitted by law.
- R. Entire Agreement: This Agreement, consisting of sequentially numbered pages, constitutes the entire agreement between Facility and SIU, and supersedes all prior agreements, with respect to the subject matter hereof. No alteration or modification to this Agreement will be valid unless made in writing and signed by both parties. Nothing in this Agreement shall be construed to permit the assignment by either party of any rights or obligations hereunder, and such assignment is prohibited unless evidenced by the written consent of each of the parties.
- S. Advertising: Neither party shall use the name, logo, and the like, of the other in any promotional or advertising material unless review of approval of the intended use shall first be obtained from the party whose name is to be used.

T. ADA Compliance: Facility represents and warrants to SIU that Facility currently complies with the provisions of the Americans With Disabilities Act, as amended ("ADA"), to the extent that such provisions may apply. Facility agrees to indemnify, defend and hold harmless SIU, its trustees, officers, students, employees, officials, agents and representatives, for any liability, losses, penalty, judgment, damages, or claims, whether civil, administrative or otherwise, which SIU may become subject to or which may arise or be imposed in connection with Facility's failure or alleged failure to comply with the ADA during the term of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized, respective officers, and by doing so, hereby affirm that the terms and conditions herein are mutually enforceable on behalf of and against each party as of the date first written above.

SIU:
BOARD OF TRUSTEES OF
SOUTHERN ILLINOIS UNIVERSITY

FACILITY:
FAIRFIELD MEMORIAL HOSPITAL

RECOMMENDED:

By: Janet Albers, MD (s/jr)
Janet Albers, MD
Professor and Chair
Department of Family & Community Medicine

By: Katherine Bunting
Katherine Bunting, PhD
Chief Executive Officer
Fairfield Memorial Hospital

Date: 4-2-19

Date: 3/27/19

By: Don Diemer
Don Diemer, DHSc, PA-C
Director
Physician Assistant Program

Date: 3-29-19

APPROVED:

By: Jerry Kruse / David Dunn
Jerry Kruse, MD, MSPH
Dean and Provost, SIU School of Medicine, and
Chief Executive Officer, SIU Medicine, for
John M. Dunn, Interim Chancellor
Southern Illinois University Carbondale

Date: 4/5/19

JK

Version June 2013

EXHIBIT A
EDUCATIONAL AFFILIATION AGREEMENT BETWEEN
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AND
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PRECEPTOR ACKNOWLEDGEMENT:

As a volunteer faculty of Southern Illinois University School of Medicine, I acknowledge my supervision requirements of the assigned student(s) in the above noted facility:

Name

Signature

Date