

## Agreement for Student Placement in a Practice Setting

This Agreement is entered into by and between the Board of Trustees of the University of Illinois, a body corporate and politic, hereinafter “University”, for and on behalf of its School of Public Health at Chicago, hereinafter “College”, and \_\_\_\_\_ hereinafter “Facility”.

As part of its ongoing instruction and preparation of its students through classroom and laboratory experiences, College seeks relevant, supervised experiences in practice settings for its students who are in good academic standing. The 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 \_\_\_\_\_ and continue for one year, and shall automatically renew from year to year thereafter unless terminated by either party.

### 2. Placement of Students

Prior to the beginning of each student placement, Facility and College shall agree upon the number of students to be placed at the Facility and the duration of each placement which shall be sent as an Exhibit to the Facility. Should any situation arise which may threaten a student’s successful completion of the placement, Facility and College will attempt to discuss and reach mutual agreement with the student regarding options for completing, rescheduling, or canceling the placement.

### 3. College Responsibilities

- 3.1. College shall provide the basic preparation of the students through classroom instruction and practice and shall provide the educational direction for the placement. College 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 College’s educational objectives.
- 3.2. College 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 the Facility, and shall do so under the specific instruction of supervisory staff of the Facility. College shall, upon receiving notice from Facility, immediately remove any student deemed by Facility to be clinically unsafe to its patients, employees, or others. 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 College. 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 the College at all times in the Facility, unless otherwise instructed by the Supervisor at the Facility.
  - c. Student shall be responsible for his or her own transportation and shall not be authorized to transport any client of Facility by car or other vehicle.
  - d. Student shall take all reasonable steps to maintain health insurance coverage during the placement and shall comply with all health and immunization requirements of the Facility.

- e. Student shall be responsible for adhering to established schedules and notifying Facility and College of any absences or necessary schedule changes.
- f. Student shall obtain prior written approval of Facility and College 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 College, 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 College shall mutually agree upon appropriate certifications or credentials and responsibilities of the supervisor. The Facility shall provide meaningful and appropriate learning experiences to student to achieve the College'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. 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. However, 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 Facility.
- 4.4. Facility agrees to comply with all applicable laws, regulations, rulings, or enactments of any governmental authority. The 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 November 14, 2002. The Program and Plan documents are available on request. 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, University agrees to provide Facility with an advance thirty (30) day notice in the event Program or Plan is modified, revised, or canceled in whole or in part.
- 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 College 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 against the other or against a third party.

**7. Termination**

- 7.1. Either party shall 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 unless Paragraph 3.2 (a) above has been invoked by the 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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Notices to the College shall be sent to:

University of Illinois at Chicago  
 School of Public Health/Student Affairs (M/C 923)  
 1603 W. Taylor Street, Room 183  
 Chicago, IL 60612-4394  
 Attn: Gwendolyn Slaughter

**9. General Provisions**

- 9.1. University and Facility agree to comply with all federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations. University and Facility shall not engage in discrimination or harassment against any person because of race, color, religion, sex, national origin, ancestry, age, marital status, handicap, 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 University's accrediting agencies.
- 9.3. This Agreement is to be governed and construed in accordance with the laws of the State of Illinois. For venue purposes, it is deemed that all obligations of the parties created hereunder are performed in Cook County, Illinois.
- 9.4. Information provided by either party to the other shall be treated as confidential.
- 9.5. 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 of 1974 (20 U.S. C. 1232g). Both parties agree to protect these records in accordance with the Act 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.
- 9.6. 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.
- 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. No modification, extension, or waiver of this Agreement or any provision thereof shall be binding upon either the Facility or the University unless reduced to writing and duly executed by both parties.

9.14. Facility certifies that its Federal Taxpayer's Identification Number or Social Security Number is \_\_\_\_\_ and is doing business as a (check one):

- |  |  |
|--|--|
| <input type="checkbox"/> Individual                    | <input type="checkbox"/> Real Estate Agent                                   |
| <input type="checkbox"/> Sole Proprietorship           | <input type="checkbox"/> Government Entity                                   |
| <input type="checkbox"/> Partnership                   | <input type="checkbox"/> Tax Exempt Organization (ICR 501{a} only)           |
| <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Trust or Estate                                     |
| <input type="checkbox"/> Not-for-Profit Corporation    | <input type="checkbox"/> Medical & Health Care Services Provider Corporation |
| <input type="checkbox"/> Limited Liability Corporation |  |

#### APPROVAL AND EFFECTIVE DATE

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 the  
University of Illinois**

**Facility**

By: \_\_\_\_\_  
Stephen K. Rugg, Comptroller

\_\_\_\_\_  
Signed

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

\_\_\_\_\_  
Type or print name

Attest: \_\_\_\_\_  
Michele M. Thompson, Secretary

\_\_\_\_\_  
Title

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