

**AFFILIATION AGREEMENT
BETWEEN
COLLEGE OF DUPAGE
AND
DUPAGE CARE CENTER**

THIS AGREEMENT (the “**Agreement**”) by and between the **COUNTY OF DUPAGE**, Illinois, a body corporate and politic, acting by and through its **DUPAGE CARE CENTER** located in Wheaton, Illinois (“the Facility”) and **College of DuPage, Community College District No. 502, Counties of DuPage, Cook and Will, and State of Illinois** (“the School”).

WHEREAS, the School desires to utilize various Facility sites (Exhibit A) that may be available for the purpose of providing practical learning and clinical experiences as listed in Exhibit B in connection with students of the School.

NOW, THEREFORE, it is understood and agreed upon by the parties hereto as follows:

A. SCHOOL RESPONSIBILITIES:

1. Provision of foundational curriculum to students. The School shall have the total responsibility for planning and determining the adequacy of the practical learning and clinical educational experience of students in theoretical background, basic skill, professional ethics, attitude and behavior, and will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the School’s curriculum.

2. Insurance.

A. Student professional and general liability insurance.

(i) Other Colleges and Universities

School shall (a) maintain professional liability insurance, which may be self-insured, covering students, or (b) require students participating in the practicum to maintain a personal student professional liability insurance policy. Such policy shall have limits for professional liability insurance of not less than One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate; and general liability coverage of at least One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) in the aggregate covering the acts of such student while participating in the program. Such insurance coverage must be placed with an insurance carrier acceptable to the Facility. School shall provide proof of coverage to the Facility by providing certificates of insurance evidencing coverage prior to student participation in the practical learning and clinical educational experience. In the event

required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

(ii) State Colleges and Universities located in Illinois

If the School is a state college or university located within Illinois, the School shall (a) maintain professional liability insurance, which may be self-insured, covering students, or (b) require students participating in the practical learning and clinical educational experience to maintain a personal student professional liability insurance policy. Such professional liability insurance policy shall have limits of not less than One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate covering the acts of such student while participating in the program at the Facility. School shall provide proof of coverage to the Facility by providing certificates of insurance evidencing coverage prior to student participation in the practical learning and clinical educational experience.

(a) Where Worker's Compensation or other obligation for payment of benefits may arise, this Agreement shall neither enlarge nor diminish such obligation.

(b) In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

B. Student Health Insurance. School shall require students participating in the practical learning and clinical educational experience to maintain comprehensive health insurance. In the event required insurance coverage is not provided or is canceled, the Facility may terminate the placement of the student(s).

C. Facility Insurance. Facility shall maintain during this Agreement professional liability insurance in amounts not less than One Million Dollars (\$1,000,000.00) per occurrence or claim and Three Million Dollars (\$3,000,000.00) in the aggregate, and general liability insurance in amounts not less than One Million Dollars (\$1,000,000) per occurrence or claim and Two Million Dollars (\$2,000,000) in the aggregate. Further, Facility shall maintain workers compensation insurance in amounts not less than that required by statute. Facility may be self-insured.

3. Designation of liaison to Facility; communications relating to clinical placements. The School will designate a faculty or other professional staff member to coordinate and act as its liaison to the Facility. The assignments to be undertaken by the students participating in the practical learning and clinical experience will be mutually arranged and a regular exchange of information will be maintained by on-site visits when practical, and by email, letter, or telephone in other instances.

The School shall notify the Facility in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the Facility.

4. Evidence of student certifications, vaccinations, etc. Prior to any Student participation in the program, and as required by the facility, the School shall provide evidence that each student has met all requirements, which may include, but are not limited to, CPR certification, proof of absence of TB, hepatitis B vaccination, Tdap vaccination, annual flu vaccination, and OSHA compliance for prevention of transmission of blood borne pathogens and TB and general HIPAA training. Facility may update these requirements upon written notice to School. Any student not meeting applicable requirements shall not be eligible to participate in a clinical rotation.

5. Criminal background check and drug screen compliance. Where applicable, a criminal background check and a drug screen, as required by and acceptable to the Facility, are required of each placed student prior to participation in the practical learning and clinical educational experience. It is the School's responsibility to ensure that the background check and drug screening have been completed and that students with unacceptable results will not participate at sites where students with such results are forbidden by Facility's policy.

6. School notices to students. The School shall notify each student 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.
- (b) 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.
- (c) Provide his/her own transportation and living arrangements.
- (d) Report to the Facility on time and follow all established regulations during the regularly scheduled operating hours of the Facility.
- (e) Conform to the standards and practices established by the School while functioning at the Facility.
- (f) Obtain prior written approval of the Facility and the School before publishing any material relating to the practical learning and clinical educational experience.
- (g) Meet the personal, ethical and professional standards required of employees of the Facility and consistent with the applicable professional Code of Ethics and the applicable standards of relevant accrediting or regulatory bodies.

7. Accreditation. As required by Facility, School represents that it is and, for the term of this Agreement, will be (a) approved by the Illinois Board of Higher Education, or similar body for the state in which the School is located, and (b) accredited by an accrediting body that is recognized by Council for Higher Education Accreditation or the U.S. Department of Education. School will provide Facility with copies of all accreditations upon request. In the event accreditation is lost, suspended, or otherwise

restricted, School shall notify Facility, in writing, within three (3) business days. Facility may, at its sole discretion, suspend or terminate this Agreement if School fails to maintain its accreditation.

B. FACILITY RESPONSIBILITIES:

- 1. Provision of facilities for supervised clinical experiences.** Subject to the ability of Facility to accommodate School's request, which Facility shall determine in its sole discretion, the Facility agrees to make the appropriate facilities available to the School in order to provide supervised practical learning and clinical educational experiences to students. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of this Agreement and conforming to customary Facility procedures. Facility shall provide faculty and students with an orientation to Facility, including HIPAA training.
- 2. Facility rules applicable to students during clinical assignments.** Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of practical learning and clinical educational experience, students 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.
- 3. Patient care.** While at the Facility, students are not to replace the Facility staff, and are not to render service except as identified for educational value and delineated in the jointly planned practical learning and clinical educational experiences. Any such direct contact between a student and a patient shall be under the proximate supervision of a member of the staff of the Facility. The Facility shall at all times remain responsible for patient care.
- 4. Emergency treatment of students.** Emergency outpatient treatment will be available to students while in the hospital for practical learning and clinical educational experience in case of accident or illness. In case of emergency at a non-hospital site, standard procedure will be followed. It is the student's responsibility to bear the cost of the emergency treatment.
- 5. Designation of liaison to School; communications relating to practical learning and clinical educational experiences.** The Facility shall designate a liaison responsible for coordinating the practical learning and clinical educational experience. That person shall maintain contact with the School's designated liaison person to assure mutual participation in and surveillance of the practical learning and clinical educational experience. The Facility shall notify the School in writing of any change or proposed change of the person(s) responsible for coordinating the practical learning and clinical educational experience.

6. Identity and credentials of Facility supervising personnel. The Facility shall designate and submit in writing to the School, the name and professional and academic credentials of the individual(s) overseeing student(s) experiences.

7. School tour of Facility. The Facility shall, on reasonable request and subject to legal restrictions regarding patient health information, permit a tour of its clinical facilities and services available and other items pertaining to practical learning and clinical educational experiences, by representatives of the School and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum up to a maximum of two (2) times per calendar year.

8. Provision of relevant Facility policies. The Facility shall provide the student(s) and the School the Facility's administrative policies, standards and practices relevant to the practical learning and clinical educational experience.

9. 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 measures necessary to ensure the confidentiality of any and all information in its possession regarding the School's students who train at the Facility pursuant to this agreement.

C. OTHER RESPONSIBILITIES:

1. Compliance with patient privacy laws. The School agrees to abide by and require that its faculty and students abide by all applicable state and federal laws, rules and regulations regarding patient privacy, including but not limited to, the Standards for Privacy of Individually Identifiable Health Information as required under the Health Insurance Portability and Accountability Act (HIPAA). Students shall be required to comply with the Facility's policies and procedures regarding the confidentiality of patient information and the use of all such information. The parties will notify one another if there are known breaches of this confidentiality. Further, School shall require that students and faculty de-identify all documents created and/or utilized for educational purposes outside of Facility. This shall include, at a minimum, removal of patient name, date of birth, address, medical record number, insurance information, social security number and other personal information that could be used to identify a patient. 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 Associates, School and Facility acknowledge that students are part of the Facility's "workforce" as defined by HIPAA privacy Regulations at 43 C.F.R. 160.103, and as such, no Business Associate agreement is required between the School and Facility. The Facility will provide 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.

2. Determination of instructional period. The course of the practical learning and clinical educational experience will cover a period of time as arranged between the School and the Facility. The beginning dates and length of experience shall be mutually agreed upon by the School and the Facility.

3. Determination of number of participating students. The number of students eligible to participate in the practical learning and clinical educational experience will be determined and may be changed by mutual agreement of the parties. Notwithstanding the foregoing, the Facility and the School agree and understand that the availability of practical learning and clinical educational experiences at Facility during the term of this Agreement may periodically be affected by a variety of factors. In such event, Facility may reduce the number of students eligible to participate in the practical learning and clinical educational experience with prior notice to the School and adequate time for the School to reassign the student(s) to another clinical site. The Facility agrees further to accommodate students of the School who are similarly displaced from other clinical affiliates of the School to the extent that clinical space is available at the Facility. At all times, it will be the Facility's sole discretion as to whether additional participants will be considered.

4. Evaluation of students' clinical experiences. Evaluation of the practical learning and clinical educational experiences of the students will be accomplished jointly by the School and the Facility. Appropriate School and the Facility staff will communicate on a regular basis for the purpose of reviewing and evaluating current practical learning and clinical educational experiences offered to students.

5. Removal of students.

(a) The School has the right to remove a student from a practical learning and clinical educational experience. The School shall notify the Facility of such removal in writing.

(b) The Facility may immediately remove any student participating in a practical learning and clinical educational experience from the Facility's premises for behavior that the Facility deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations. In such event, the Facility shall notify the School in writing of its actions and the reasons for its actions as soon as practicable. If the Facility desires to remove a student for any other reason, it shall notify the School in writing of the reasons for the removal and shall consult with the School before removing the student.

D. TERM OF AGREEMENT:

The term of this Agreement shall be for one (1) year commencing with the day on which the last party to sign has executed this Agreement. The term hereof shall be continued

for additional terms of one year each, for a period not to exceed five (5) years, unless either party to this Agreement shall notify the other in writing of its intention not to renew this Agreement, provided that such notice shall be given at least thirty (30) calendar days prior to the anniversary of the Agreement (or of any renewal term thereof). Either party may terminate this Agreement at any time, with or without cause. In the event that this Agreement is not renewed for a subsequent term, students who are participating in the practical learning and clinical educational experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

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. **Qualifications of School faculty.** The School represents that relevant faculty members are appropriately qualified, certified and/or licensed. The School will provide the Facility with copies of evidence of qualifications, certifications or licensures, upon request.
3. **Assignment of Agreement.** This Agreement may not be assigned without the prior written consent of the other party, which will not be unreasonably withheld.
4. **Excluded Providers.** Each party represents that neither it nor any of its employees and agents is excluded as a provider under Medicare or Medicaid or under any other federal or state health care program.
5. **Severability.** If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue to be valid and enforceable to the fullest extent permitted by law.
6. **Non-Discrimination.** The parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. There shall be no unlawful discrimination or treatment because of race, color, religion, sex (including sexual harassment, sexual assault, domestic violence, dating violence, and stalking), national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military service, pregnancy, gender identity and expression, disability, genetic information, sexual orientation or physical or mental disability in the employment,

training, or promotion of students or personnel engaged in the performance of this Agreement. At their sole discretion, the Facility may allow the School to investigate any complaints of discrimination or harassment made by participating students arising out of this Agreement, which may include contact with employees at the Facility. However, the School will not, under any circumstances, contact patients or request access to patient information.

7. Employment status. No student, School employee or agent of School under this Agreement shall in any way be considered an employee or agent of the Facility nor shall any such student, School employee or agent be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the Facility.

8. Notice to Parties. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either party may request, in the case of the School, by notifying the Facility, and in the case of the Facility, by notifying the School:

If to the Facility:

DuPage Care Center
400 N. County Farm Road
Wheaton, IL 60187
Attention: Lorraine Schoen
Email: Lorraine.schoen@dupageco.org
Telephone: (630) 665-6400
Facsimile: (630) 784-4203

With a Copy to:

Facility Legal Counsel at:
DuPage County State's Attorney's Office
503 N. County Farm Road
Wheaton, IL 60187
Attention: Civil Division
Facsimile: (630) 407-8200

If to the School:

College of DuPage
425 Fawell Blvd.
Glen Ellyn, IL 60137
Attention: Interim Vice President, Administrative Affairs

Facsimile: (630) 942-2191
Program in: Associate Degree Nursing
Nursing Assistant
Nursing Preceptorship

With a Copy to:

The School Legal Counsel at:

Attention: _____
Facsimile: () _____

or to such other addresses as the parties may specify in writing from time to time.

9. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof.

10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

11. No Third-Party Beneficiaries. This Agreement shall inure exclusively to the benefit of and be binding upon the parties hereto and their respective successors, assigns, executors and legal representatives. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

12. Agreement binding on parties successors and assigns. This Agreement shall be binding upon the School and the Facility, their successors, employees, agents and assigns, during the initial term of this Agreement and any extensions thereof.

13. Captions for reference only. The captions contained in this Agreement are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its provisions.

14. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, all on the day and year first set forth above.

For and on behalf of:

DuPage Care Center

College of DuPage
Community College District No. 502
Counties of DuPage, Cook, and Will,
And State of Illinois

Signature on File

Printed Name: Deborah A. Conroy

Printed Name: Magdalena Ogrodny

Title: DuPage County Board Chair

Title: Director, Business Services

Date:

Date: 07/17/2024

Administrator

Program: Associate Degree Nursing
Nursing Assistant
Nursing Preceptorship

Facility: DuPage Care Center

Signature on File

Signature on File

Printed Name: Janelle Chadwick, CRT, LNHA

Printed Name: Dr. Jared Deane

Title: Administrator, DuPage Care Center

Title: Dean, Nursing and Health Sciences

Date:

7/26/24

Date: 7/16/2024

EXHIBIT A

DuPage Care Center
400 N. County Farm Road
Wheaton, IL 60187

EXHIBIT B

Associates Degree Nursing
Nursing Assistant
Nursing Preceptorship