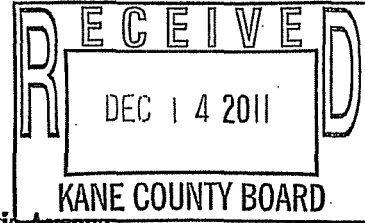


This is for language review - not for Chairman McConnaughay's signature.

County of Kane
Office of County Board
Kane County Government Center



Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

DOCUMENT VET SHEET

for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: Affiliation Agreement between Board of Trustees
of the University of Illinois and KC Health Dept.

Submitted by: Theresa Heaton x85149

Date Submitted: 12 December 2011

Examined by: *[Handwritten Signature]*
(Print name)

[Handwritten Signature]
(Signature)

12-27-2011
(Date)

Post on Web: Yes No Atty. Initials *[Handwritten Initials]*

Comments:
This is an Affiliation Agreement for student(s) from the University
of Illinois Springfield to do an internship(s). There are no
exchange of funds.

Chairman signed: Yes No Not for Chairman's Signature
(Date)

Document returned to: _____

**AFFILIATION AGREEMENT
BETWEEN
Board of Trustees of the University of Illinois
AND
Kane County Health Department**

THIS AGREEMENT, made and entered into on January 1, 2012, between The Board of Trustees of the University of Illinois on behalf of the Public Health Department at the University of Illinois at Springfield (hereinafter referred to as the "UNIVERSITY") and Kane County Health Department (hereinafter referred to as the "FACILITY");

WHEREAS, the UNIVERSITY educates students in public health and utilizes community facilities to afford such students the opportunity to have practical learning experiences through internships; and

WHEREAS, the FACILITY recognizes the need for and desires to aid in the educational development of public health professionals, and is willing to make its premises available for such purposes;

NOW, THEREFORE, the UNIVERSITY and the FACILITY, in consideration of the mutual benefits to be attained by both, do hereby agree to participate in a cooperative program of applied experience for students, as follows:

A. THE UNIVERSITY'S RESPONSIBILITIES:

1. **Provision of foundational curriculum to students.** The UNIVERSITY shall have total responsibility for planning and determining the adequacy of the educational experience of students in theoretical training, basic skills, professional ethics, attitude, and behavior, and will partner with the FACILITY on training only those students who have satisfactorily completed the prerequisites of the UNIVERSITY'S educational program before internship assignment.
2. **Designation of liaison to FACILITY; communications relating to internship placements.** The UNIVERSITY shall designate a member of its faculty to coordinate internships with a designated member of the FACILITY'S staff. This assignment will include exchange of information on students' internship performance. The UNIVERSITY shall notify the FACILITY in writing of any change or proposed change of the faculty member responsible for coordinating internship placements with the FACILITY.
3. **UNIVERSITY notices to students.** The UNIVERSITY 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, including those pertaining to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
 - (b) Conform to the standards and practices established by the UNIVERSITY while functioning at the FACILITY.
 - (c) Meet the personal, ethical, and professional standards required of employees of the FACILITY.
 - (d) 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.
 - (e) Provide his/her own transportation and living arrangements.

- (f) Obtain prior written approval of the FACILITY and the UNIVERSITY before publishing any material relating to the internship experience.
4. **Insurance.** 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. Under the terms of said Plan, UNIVERSITY Students, who at the time of an occurrence are acting within the scope of duties assigned to them pursuant to this agreement, are named insureds under the Plan. The limits of liability under the terms of the Plan are \$5,000,000. 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 can canceled in whole or in part. Nothing herein should be construed to imply that Students working for the FACILITY outside the scope of this Agreement are covered by the UNIVERSITY'S liability insurance.

B. THE FACILITY'S RESPONSIBILITIES:

1. **Provision of facilities for supervised internship experiences.** The FACILITY will make available to assigned students appropriate facilities, equipment, and supplies in order to provide supervised applied experience in the program. 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 the FACILITY'S customary procedures.
2. **FACILITY rules.** During periods of internship assignment, students will remain subject to the authority, policies, and regulations imposed by the UNIVERSITY and 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. The FACILITY shall provide to student(s) the FACILITY'S administrative policies, rules, and regulations that are relevant to the internship placement.
3. **Designation of liaison to UNIVERSITY; communications relating to internship placements.** The FACILITY shall designate and submit in writing to the UNIVERSITY the name, FACILITY position, and credentials of the individual(s) overseeing student internship experiences. That person shall maintain contact with the UNIVERSITY'S designated liaison to assure mutual participation in and surveillance of the internship program. The FACILITY shall notify the UNIVERSITY in writing of any change or proposed change of the person(s) responsible for coordinating the internship placements.
4. **Supervision of internship assignments.** While at the FACILITY, students shall perform assignments under the supervision of qualified staff. Students shall work, perform assignments, and participate in staff meetings and in-service educational programs at the discretion of the supervisors designated by the FACILITY. Students are not employees and will not replace FACILITY staff.
5. **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 UNIVERSITY'S students who intern at the FACILITY pursuant to this agreement.

C. OTHER RESPONSIBILITIES:

1. **Evaluation of students' internship experiences.** Evaluation of the applied learning experiences of the students will be accomplished jointly by the UNIVERSITY and the FACILITY through communications relating to internship experiences and student performance. The FACILITY will evaluate in writing the internship performance of students and submit the evaluation to the UNIVERSITY'S designated liaison.
2. **Removal of students.**
 - a. The UNIVERSITY shall have the right to remove a student from an internship placement. In such event, the UNIVERSITY shall notify the FACILITY of such removal and the reasons for its actions in writing and as soon as practicable.
 - b. The FACILITY shall have the right to remove from the FACILITY any student whom the FACILITY deems unacceptable, including but not limited to students whose performance is unsatisfactory or whose characteristics and activities are detrimental to the FACILITY'S responsibilities or operations. In such event, the FACILITY shall notify the UNIVERSITY of its actions and the reasons for its actions in writing and as soon as practicable. If the FACILITY desires to remove a student for any other reason, it shall notify the UNIVERSITY in writing of the reasons for the removal and shall consult with the UNIVERSITY before removing the student.

D. TERM OF AGREEMENT:

The Agreement shall remain valid for a term of three years from the date of the last signature at the end of this Agreement. It may be terminated by either party by giving notice to the other party by certified mail at least three months prior to the end of the term. Should notice of termination be given, students who are participating in internships at the FACILITY at the time of termination shall be allowed to complete internships then in progress at the FACILITY.

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. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all agreements, promises, and understandings with respect to the subject matter hereof. The terms and conditions of the Agreement may be amended by written instrument executed by both parties.
3. **Severability.** The invalidity or unenforceability of any provision, clause, or sentence of this Agreement shall not render any other clause, provision, or sentence of this Agreement invalid or unenforceable.
4. **Nondiscrimination.** The UNIVERSITY and the FACILITY agree that there shall be no discrimination by either party on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity, unfavorable discharge from the military, status as a protected veteran, or any other basis prohibited by law.

Affiliation Agreement

5. **Notice to parties.** Any notice required or permitted to be given under the provisions of this Agreement shall be in writing, certified mail, return receipt requested, addressed to the parties at their respective address indicated below. The following persons are to be the general contact persons for the term of this Agreement:

For the UNIVERSITY:

Enter faculty name here, PhD
Enter title here Professor, Public Health
University of Illinois at Springfield
One University Plaza, MS PAC 308
Springfield, Illinois 62703-5407
(217) 206-enter phone here

For the FACILITY:

_____ [name]
_____ [title]
_____ [address]

_____ [phone]

- G. This Agreement shall be governed by and construed in accordance with the Laws of the State of Illinois, applicable to contract made and to be performed wholly within such State without giving effect to conflict of laws principles.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this Agreement, effective on the month, day, and year first above written.

Kane County Health Department

By:

Paul Kuehnert, Executive Director

Kane County Health Department
1240 N. Highland Ave, Suite 26
Aurora, IL 60506

Date: January 1, 2012

Board of Trustees of the University of Illinois

By: _____

Affiliation Agreement

Comptroller

Printed Name: Walter K. Knorr

Date: _____

Attest: _____
Secretary

Printed Name: Michele M. Thompson

Date: _____

Approved: _____
(Department Chair)

Printed Name: Sharron LaFollette, PhD
Title: Associate Professor, Public Health
University of Illinois at Springfield

Date: _____

Approved as to Form:

For Counsel