

Memorandum of Understanding

Clinical Affiliation

between

_____ Hospital

and

_____ Educator

THIS AFFILIATION AGREEMENT is entered into by and between _____, a _____ institution in the State of _____ (hereinafter "Hospital") and _____, an educational institution in the State of Illinois (hereinafter "Educator").

WITNESSETH:

WHEREAS, Educator desires to provide educational experiences to its Students (hereinafter, "Students") enrolled in its Lactation Program; and

WHEREAS, Hospital is willing to make available its facilities to said Educator, Faculty, and Students for educational training and clinical experiences which will necessarily include some activities and tasks performed by Students in learning the techniques of the Program,

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. DEFINITIONS

- 1.1 Course. "Course" shall mean the specific Course within which the Student is currently enrolled to complete Program requirements.
- 1.2 Educational Experiences. "Educational Experiences" shall mean those clinical/educational activities taking place at Hospital leading to satisfaction of Course requirements.
- 1.3 Faculty. Faculty" shall mean qualified Educator personnel assigned as the responsible Faculty or the clinical instructor for Students participating in Educational Experiences at Hospital.
- 1.4 Patients. "Patients" shall mean any persons provided care, facilities or services, directly or indirectly, by or through Hospital or related organization.
- 1.5 Policies of Hospital. "Policies of Hospital" shall mean and include the Bylaws and rules of Hospital, the Bylaws and rules of the Medical Staff as approved by the Board, rules and

regulations of the Department and other established policies, practices and procedures of Hospital.

- 1.6 President. "President" shall mean the person holding the position currently titled President of Hospital or such other title as may hereinafter be adopted to describe the Executive of Hospital exercising overall authority with respect to the operation and management of Hospital.

II. THE HOSPITAL SHALL:

- 2.1 Accept Educator Students for which Student placements have been reviewed, planned and arranged for Educational Experiences by Educator. The number of Students eligible to participate in Education Experience will be mutually determined by agreement of both parties and may be altered by mutual agreement.
- 2.2 Make available those Educational Experiences and training agreed upon.
- 2.3 Arrange for an orientation program for the purpose of familiarizing the Students with Hospital's philosophy, policies and procedures for providing care, with its Patients, physical facilities, and such other aspects as are pertinent to Educational Experience of Students.
- 2.4 Provide conference and classroom space within Hospital facilities, as available, pursuant to mutually arranged schedules of use.
- 2.5 Provide necessary emergency care to the Students in the event of sudden illness or injury occurring at Hospital; the costs of such care to be the responsibility of the Student.

III. THE EDUCATOR SHALL:

- 3.1 Have the authority and responsibility for the Course and Program, including curriculum development, appointment of qualified Faculty to supervise Students, evaluation of Educational Experience, assignment of Students, and maintenance of educational standards.
- 3.2 Perform its responsibilities and obligations under this Agreement consistent with Hospital Policies and Procedures.
- 3.3 Provide, at least one (1) month prior to the start of any semester for which Students are to be placed under this Agreement, the anticipated number of Students, the proposed schedule planned, and the kind of Educational Experiences and activities desired.
- 3.4 Assign only Students believed to be in good health at the time of reporting for their Educational Experience, which includes a negative skin test for tuberculosis, and proof of immunization or natural history of mumps, rubella, and rubeola.
- 3.5 Educator agrees to require that its Students obtain and maintain, prior to the performance of this Agreement, appropriate infectious materials training which includes exposure to blood borne pathogens, infectious waste handling, preventing transmission of tuberculosis and the

use of universal precautions as required by state and federal law, and any other training as required by the hospital.

- 3.6 Instruct Students on their responsibility for respecting the confidential and privileged nature of information which may come to their attention in regard to Patient medical records and other Hospital information. Hospital shall retain the responsibility for selection of Patient to be involved in training assignments with any Student, it being agreed that Hospital reserves the right to except any Patient from initial or continued involvement in program activities at Hospital.

IV. THE PARTIES AGREE:

- 4.1 Hospital and Educator shall maintain good communication between institutions and to confer on plans, problems and changes related to the Educational Experiences of the Students.
- 4.2 Hospital shall notify Educator when any Student is determined by Hospital to be unacceptable for reasons of health, performance, or other causes which could interfere with Hospital operation or quality of patient care, and that upon receiving such notification, Educator shall withdraw any Student from assignment at Hospital.
- 4.3 Neither party, in performing its responsibilities and obligations under this Agreement, will discriminate against any person because of said person's race, creed, religion, national origin, sex or age.

V. INDEMNIFICATION

- 5.1 Educator shall indemnify and hold harmless Hospital from any damages Hospital may suffer as a result of claims, demands, losses, costs, or judgments arising out of the acts or omissions, of Educator, its Faculty, its clinical instructors, its Students, or agents, in the performance of obligations under this Agreement.
- 5.2 Hospital shall use its best efforts to give to Educator notice in writing within sixty (60) days after receiving any such claims made against Hospital, or after it has knowledge of any other damage, loss or expense threatened or incurred in regard to Hospital resulting from the above acts or omissions.

VI. COMPENSATION

- 6.1 This Agreement does not contemplate the payment of any fee or remuneration by either part due to the other, but is intended to jointly benefit both parties by improving the education and professional preparation of the Students.
- 6.2 Neither the Hospital nor the Educator shall at any time be held responsible for any compensation arrangements between the party of the clinical instructor and the lactation intern.

VII. TERM AND TERMINATION

- 7.1 Term. The term of this Agreement shall be for one (1) year commencing on the ____ day of ____ and terminating on the ____ day of ____.
- 7.1.1 Renewal. This Agreement may be renewed for successive years upon mutual approval in writing.
- 7.2 Termination. This Agreement may be terminated as follows:
- 7.2.1 Termination by Agreement. In the event Hospital and Educator shall mutually agree in writing, this Agreement may be terminated on terms and date stipulated therein.
- 7.2.2 Early Termination. This Agreement may be terminated by either party with or without cause by delivering a written notice of termination to the other party at least thirty (30) days prior to such early termination.
- 7.3 Effect of Termination. All Students enrolled in the Program at the time notice of terminations is given shall be permitted to complete the Program until all required Educational Experiences have been offered to Students then enrolled. However, no other Students shall be placed at Hospital for Educational Experiences after the termination date or notice of termination date, whichever is sooner.

VIII. STATUS OF PARTIES

- 8.1 In performing the services as contemplated hereunder, Hospital and Educator agree that Educator, Faculty and Students are acting as independent contractors and not as the agents or employees of Hospital. As appropriate, Educator and Faculty agree to pay, as they become due, all federal and state income taxes, as well as other taxes, including self-employment taxes due and payable on the compensation paid to the Faculty by Student and to indemnify and hold Hospital harmless from any and all taxes, penalties or interest which might arise by Faculty's failure to do so, This provision shall survive the termination of this agreement.
- 8.2 No Student in the Program will be deemed to be an employee of Hospital nor will Hospital be libel for the payment of any wage, salary or compensation of any kind for service provided by the Students. Further, no Student will be covered under Hospital's Worker's compensation, Social Security or Unemployment Compensation programs.
- 8.3 The Student will, to the extent required by the hospital, maintain proof of health records, insurances required and progress toward educational goals.

IX. GENERAL PROVISIONS

- 9.1 Assignment. Assignment of the Agreement or the rights or obligations hereunder shall be invalid without specific written consent of the other party herein, except that this Agreement may be assigned by Hospital without the written approval of Educator to any successor entity operating the facility now operate by Hospital or to a related or affiliated organization.

- 9.2 Waiver of Breach. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as nor be construed to be, a waiver of any subsequent breach hereof.
- 9.3 Governing Law. This Agreement shall be construed and governed by the laws of the state in which the Hospital resides.
- 9.4 Amendments. This Agreement may be amended only by an instrument in writing signed by the parties hereto.
- 9.5 Notices. Notices or communications herein required or permitted shall be given the respective parties by registered or certified mail (said notice being deemed given as of the date of mailing) or by hand delivered at the following address unless either party shall otherwise designate its new address by written notice:

Educator
Address
City, State, Zip

Hospital
Address
City, State, Zip

- 9.6 Execution. This Agreement and any amendments thereto shall be executed in duplicate copies on behalf of Hospital and Educator by an official of each, specifically authorized by its respective Board to perform such executions. Each duplicate copy shall be deemed an original, but both duplicate originals together constitute one and the same instrument.

X. EXECUTION

IN WITNESS WHEREOF, the duly authorized officers and representatives of Hospital and Educator have executed this Agreement the _____day of _____.

HOSPITAL

By: _____ Date_____

Printed: _____

Title: _____

EDUCATOR

By: _____ Date_____

Printed: _____

Title: _____