

**ILLINOIS EASTERN COMMUNITY COLLEGES**

**BOARD OF TRUSTEES**

**MONTHLY MEETING**

**August 19, 2014**



**Location:**

**Frontier Community College  
2 Frontier Drive  
Fairfield IL 62837**

**Dinner – 6:00 p.m. – Foundation Hall  
Meeting – 7:00 p.m. – Foundation Hall**

*The mission of Illinois Eastern Community College District 529 is to deliver exceptional education and services to improve the lives of our students and to strengthen our communities.*

**Illinois Eastern Community Colleges  
Board Agenda**

**August 19, 2014**

**7:00 p.m.**

**Frontier Community College  
Foundation Hall**

1. Call to Order & Roll Call ..... Chairman Fischer
2. Disposition of Minutes ..... CEO Bruce
3. Recognition of Visitors and Guests ..... Bruce
  - A. Visitors and Guests
  - B. IECEA Representative
4. Public Comment
5. Reports
  - A. Trustees
  - B. Presidents
  - C. Cabinet
6. Policy First Reading (and Possible Approval) ..... Bruce
  - A. None
7. Policy Second Reading ..... Bruce
  - A. None
8. Staff Recommendations for Approval
  - A. FY2015 Tentative Budget ..... Browning
  - B. Phase 11 Project Applications and Resolutions..... Browning
  - C. Lease of Fitness Center/Theatre - FCC..... Bruce
  - D. POW\*MIA Chair..... Bruce
  - E. Articulation Agreement SIU-C – B.S. in Accounting ..... Cantwell
  - F. Articulation Agreement SIU-C – B.S. in Business & Administration..... Cantwell
  - G. Articulation Agreement SIU-C – B.S. in Information Systems Technology ..... Cantwell
  - H. HIPAA Agreements..... Bruce
    - Hamilton Memorial Hospital – Associate Degree Nursing
    - Fairfield Memorial Hospital – Associate Degree Nursing
    - Fairfield Memorial Hospital – Radiography

I.	Affiliation Agreements.....	Bruce
	Heritage Health – Associate Degree Nursing	
	St. Mary’s Medical Center – Associate Degree Nursing	
	St. Mary’s Medical Center – Radiography	
	Union Hospital – Associate Degree Nursing	
	Union Hospital – Radiography	
	Union Hospital – Medical Office Assistant/Medical Coding	
9.	Bid Committee Report.....	Bruce
	A. Parking Lot Sealing for Lincoln Trail College	
10.	District Finance	
	A. Financial Report .....	Browning
	B. Approval of Financial Obligations .....	Browning
11.	Chief Executive Officer’s Report.....	Bruce
12.	Executive Session.....	Bruce
13.	Approval of Executive Session Minutes	
	A. Written Executive Session Minutes.....	Bruce
	B. Audio Executive Session Minutes .....	Bruce
14.	Approval of Personnel Report .....	Bruce
15.	Collective Bargaining.....	Bruce
16.	Litigation .....	Bruce
17.	Other Items	
18.	Adjournment	

Minutes of a regular meeting of the Board of Trustees of Illinois Eastern Community Colleges – Frontier Community College, Lincoln Trail College, Olney Central College, Wabash Valley College – Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, and State of Illinois, held in the Cafeteria at Wabash Valley College, 2200 College Drive, Mt. Carmel, Illinois, Tuesday, July 15, 2014.

(Without objection, the Board approved the appointment of Kathy Slichenmyer to serve as Acting Board Secretary for this meeting)

**AGENDA #1 – “Call to Order & Roll Call”** – Chairman G. Andrew Fischer called the meeting to order at 7:00 p.m. and directed the Secretary to call the roll.

**Roll Call:** The Secretary called the roll of members present and the following trustees answered to their names as called and were found to be present:

John D. Brooks, Gary Carter, Michael K. Correll, Brenda K. Culver, G. Andrew Fischer, William C. Hudson Jr., Marilyn J. Wolfe. Also present was Carrie Stephens, student trustee. Trustees absent: none. There being a quorum present, the Chair declared the Board of Trustees to be in open, public session for the transaction of business.

(Note: In accordance with Board of Trustees Policy No. 100.4, the student trustee shall have an advisory vote, to be recorded in the Board Minutes. The advisory vote may not be counted in declaring a motion to have passed or failed.)

Also present at this meeting, in addition to trustees:

Terry L. Bruce, Chief Executive Officer/Chief Operating Officer.  
Gerald “Jay” Edgren, President of Frontier Community College.  
Matt Fowler, President of Wabash Valley College.  
Kathy Harris, President of Lincoln Trail College.  
Rodney Raney, President of Olney Central College.  
Roger Browning, Chief Finance Officer/Treasurer.  
Tara Buerster, Director of Human Resources.  
Chris Cantwell, Dean, Academic & Student Support.  
LeAnn Hartleroad, Associate Dean, Institutional Development.

Abbreviations Used in Minutes:

CARLI – Consortium of Academic & Research Libraries in Illinois  
CDB – Capital Development Board  
DO – District Office  
DOC – Department of Corrections  
FCC – Frontier Community College  
HESI – Health Education Systems Incorporated  
HLC – Higher Learning Commission

HRSA – Health Resources & Services Administration  
ICAHN – Illinois Critical Access Hospital Network  
ICCB – Illinois Community College Board  
ICCTA – Illinois Community College Trustees Association  
IDPH – Illinois Department of Public Health  
IECC – Illinois Eastern Community Colleges  
IECEA – Illinois Eastern Colleges Education Association  
IEMA – Illinois Emergency Management Agency  
LTC – Lincoln Trail College  
LWIB – Local Workforce Investment Board  
OCC – Olney Central College  
PHS – Protection, Health & Safety  
SAN – Student Advantage Network  
SBDC – Small Business Development Center  
SSC – Student Services Committee  
SURS – State Universities Retirement System  
WED – Workforce Education  
WVC – Wabash Valley College

**AGENDA #2 – “Disposition of Minutes”** – Open meeting minutes as prepared for the regular meeting held Tuesday, June 17, 2014 were presented with an amendment to page 33, Agenda Item 14 - Personnel Report Board Action with correction in the viva voce (by the voice) of 6 yeas and 1 nay vote as corrected on the written minutes.

**Board Action to Amend Minutes as Written:** Trustee William Hudson made a motion to amend the written minutes. Trustee Brenda Culver seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared the “Ayes” have it and the motion carried.

**Board Action to Approve Amended Minutes:** Trustee Brenda Culver made a motion to approve the amended minutes of the foregoing meeting. Trustee William Hudson seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken and the Chair declared the “Ayes” have it and the motion carried.

**AGENDA #3 – “Recognition of Visitors & Guests”** –

**#3-A. Visitors & Guests:** Matt Fowler, President of Wabash Valley College recognized Abbi Cook for coming in on her vacation and preparing excellent meal. Also recognized were Alex Cline and Michael Thomas.

**#3-B. IECEA Representative:** None.

**AGENDA #4 – “Public Comment”:** None.

**AGENDA #5 – “Reports”**

**#5-A. Report from Trustees:** Trustee John Brooks brought up for discussion a second CNN report from July 1, 2014 stating three of the four IECC colleges were in the top five. Discussion concerning different data sources used for such reports will produce different results. The 10-day snapshot data sent to Illinois Community College Board changes every 10 days.

**#5-B. Report from Presidents:** Gerald “Jay” Edgren, FCC reported nothing in addition to electronic submission. Matt Fowler, WVC reported nothing in addition to electronic submission. Kathy Harris, LTC reported Lincoln Trail College Open House on July 25<sup>th</sup>. Rodney Ranes, OCC reported nothing in addition to electronic submission.

**#5-C. Report from Cabinet:** None.

**AGENDA #6 – “Policy First Readings (and Possible Approval)”**

**#6-A. Substance Abuse Testing:** The administration, Coaches, and Athletic Directors are all concerned about the health, safety and welfare of the District’s student-athletes who represent our institutions. The District believes that drug screening of our student-athlete population is appropriate and necessary to insure the health and safety of our student-athletes. The administration has been working with Zach Loll, District Coordinator of Athletic Compliance and Athletic Director/Coach at Wabash Valley College, to draft a policy regarding substance abuse testing. The Cabinet has reviewed and approved the policy for implementation, pending Board of Trustees approval.

The CEO recommended the Board approve the Policy for Substance Abuse Testing of Athletes.

STUDENT – 500

**Policy for Substance Abuse Testing for Athletes (500.27)**

Date Adopted: July 16, 2014 (pending Cabinet and Board approval)

**Purpose**

Illinois Eastern Community College is concerned with the health, safety and welfare of student-athletes who participate in its athletic programs and represent the institutions in athletics. The district believes that drug screening is appropriate and necessary to insure the health and safety of our student-athletes. Further, the athletics department recognizes its responsibility to provide educational programming which educates student-athletes on the physiological, physical, and

psychological dangers inherent in the misuse of drugs and alcohol; informs student-athletes of local, state, and federal laws concerning the use and possession of alcohol and drugs. This comprehensive program which includes educational, screening, and rehabilitative components will facilitate informed, intelligent decision-making among student athletes.

### **Goals**

1. Educate individuals on the dangers of substance abuse and use.
2. Deterrence of substance abuse and use.
3. Develop consistent sanctions should a student-athlete test positive.
4. Promote the positive role student-athletes have in our communities.
5. Encourage student-athletes to make informed, intelligent decisions on the use of substances.

### **Types of Testing**

1. Random – 2 times per year, once in each Fall and Spring Semester – student-athletes will be notified of the test on the morning of the test.
  - Each Fall and Spring Semester, 5% of the student-athlete population from each college, with a minimum of 1 athlete per college, will be tested.
  - The results will be given to the Coordinator of Compliance, who in turn will notify each Athletic Director.
  - Testing will be done at Wabash General Hospital (WGH), Wabash Valley Occupational Health – Robinson, IL and Richland Memorial Hospital (RMH) – a coach will accompany the student athletes to be tested to Wabash General Hospital (WGH), Wabash Valley Occupational Health – Robinson, IL and Richland Memorial Hospital (RMH) to be tested. Wabash General Hospital (WGH), Wabash Valley Occupational Health – Robinson, IL and Richland Memorial Hospital (RMH) will follow their established testing protocol for sample retrieval and chain of custody will be followed according to their policy and procedures.
2. Reasonable Cause - Student-athlete that has tested positive in a previous test; Student-athlete will incur the cost of the test.
3. Failure to appear – results in a positive test.
4. Re-entry testing – student-athlete will need to provide a negative sample to be released from administrative sanctions. This will be a random sample that will be provided upon request.

### **Positive Test Results**

### First Positive Test

1. Student-athlete will meet with Athletic Director, Coach, President of College (or designee). The student-athlete may request to have a person of their choosing present at the meeting.
2. The student-athlete will be required to inform his/her parents of his positive test in the presence of the Athletic Director & Coach.
3. The student-athlete will be referred to the campus Threat Assessment and Behavior Intervention Team (TABIT).
  - a. The student-athlete will be required to sign a release of information so the athletic department can monitor their progress with the members of TABIT.
  - b. The TABIT will determine the number of sessions the student-athlete needs to attend.
4. Complete 20 hours of community service. The community service must be completed before any reinstatement to the team is complete. The hours should be documented by the Athletic Director and the Coach.
5. The student-athlete will be subject to unlimited follow-up testing. This testing will be done at the student-athlete's expense. Failure to submit to the follow-up test will result in an indefinite suspension from the team and forfeiture of the athletic scholarship. The student may continue their educational pursuit at the institution but at **their own expense**.

### Second Positive Test

1. Student-athlete will meet with Athletic Director, Coach, President of College (or designee). The student-athlete may request to have a person of their choosing present at the meeting.
2. The student-athlete will be required to inform his/her parents of his positive test in the presence of the Athletic Director & Coach.
3. Upon a second positive test the student-athlete will be suspended from the team for 50% of the scheduled games including post-season play. These games will be served consecutively and will be the games immediately following notification of a positive test. If there are not enough games the suspension will carry over to the next season for returning athletes.
4. If the suspension happens during the season, the suspension will be noted to those who ask as a "violation of team rules".
5. The student-athlete will be referred to TABIT for evaluation. This evaluation will be at the student athlete's expense.
  - a. The student-athlete will be required to sign a release of information so the athletic department can monitor their progress in counseling.
  - b. The TABIT will determine the number of sessions the student-athlete needs to attend. If the TABIT determines counseling is needed, the counseling will be **at the expense of the student-athlete**.



6. Return to the team will be when TABIT/counseling center determines student-athlete is fit to return & a negative sample is submitted by the student-athlete.
7. Complete 40 hours of community service. The community service must be completed before any reinstatement to the team is complete. The hours should be documented by the Athletic Director and the Coach.
8. The student-athlete will be subject to unlimited follow-up testing. This testing will be done at the student-athlete's expense. Failure to submit to the follow-up test will result in an indefinite suspension from the team and forfeiture of the athletic scholarship. The student may continue their educational pursuit at the institution but at **their own expense**.

#### Third Positive Test

1. A third positive test the student-athlete will be suspended from the team indefinitely.
2. The student-athlete will surrender their athletic aid.
3. The student-athlete will be able to complete their education, but at THEIR OWN EXPENSE.

#### Self-Referral Program

1. A student-athlete may refer himself/herself for evaluation or counseling by contacting their Head Coach, an athletic training staff member, or the Athletic Director.
  - a. A student-athlete may not initiate self-referral after he/she has been informed of their participation in an impending test.
  - b. Student-athlete cannot enter the self-referral program at any time after a positive test. This includes the entire time of athletic eligibility at an IECC institution.
  - c. A treatment plan will be determined and put in place for the student-athlete upon self-referral by the TABIT. The student-athlete will be tested randomly while in the self-referral program. The subsequent random tests will be the sole responsibility of the student-athlete.
  - d. A student-athlete testing positive on the initial test after entering this program will not be subject to applicable sanctions. However, a positive test in subsequent tests or failure to adhere to the treatment program will result in sanctions applicable for a 2<sup>nd</sup> positive test.

#### Appeal Process

A student-athlete who tests positive for a banned substance may, within 72 hours of being notified of the positive laboratory finding, contest the finding of the positive results. Any student-athlete requesting an appeal of the positive results is entitled to a hearing by the appeals committee. The request for appeal must be received in writing by the Athletic Director within 48 hours of notification of a positive test finding. The appeals committee will consist of the following:

- Athletic Director

- Dean of Student Services/Assistant Dean of Student Services
- Faculty member
- President or designee
- Head Coach

The student-athlete may have a representative of his/her choosing present at the appeals hearing. However, the student-athlete must present his/her own case. The meeting should take place within 72 hours after the written request is received. Sanctions resulting from the positive test will not apply until the appeals process is finalized. The decision is final based on a majority vote of the above mentioned members of the committee. The sanctions for a positive test will be completed and the results of the decision are not subject to further appeal.

### **Medical Exception**

IECC recognizes that some substances are used for legitimate medical purposes. IECC will allow for exemptions for those student-athletes with a documented medical history demonstrating a need for regular use of a substance. The student-athlete is required to inform the Athletic Director and trainer of **all medications** he/she is taking prior to being tested. Additionally, a **note from the student-athlete's prescribing physician** will be kept in the student-athlete's file. In the event a student-athlete tests positive, the Athletic Director and trainer in consultation with the testing center will review that student-athlete's medical record to determine if a medical exception should be granted.

**Board Action for Substance Abuse Testing Policy:** Trustee Brenda Culver made a motion to waive second reading of the Substance Abuse Testing policy and to approve the policy as presented. Trustee William Hudson seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#6-B. Employment of Family Members:** At the June Board meeting, a member of the Board of Trustees requested a policy be drafted regarding employment of family members of senior administrators. A policy has been drafted regarding that issue and was submitted to the Cabinet for review. Upon the Cabinet's review, the enclosed policy is submitted for the Board's consideration.

HUMAN RESOURCES - 400

### **Employment of Family Members Policy (400.27)**

Date Adopted: July 15, 2014 (pending Board approval)

In keeping with Illinois Eastern Community Colleges (IECC) Code of Ethics and Ethics policy for employees, a high degree of integrity, objectivity and professionalism of IECC employees is expected. This policy applies to all employees and Board of Trustee members of IECC.

### Definitions

#### **Senior Administrator**

The term “senior administrator” refers to the following positions:

- Chief Executive Officer
- Chief Financial Officer
- Treasurer
- Chief Academic Officer
- Director of Human Resources
- Director of Information Technology
- Presidents
- Deans of Instruction

#### **Board of Trustees**

The term “Board of Trustees” refers to members of the Board of Trustees of Illinois Eastern Community Colleges, District #529.

#### **Immediate Relatives**

The term “immediate relative” includes spouse, parent, parent-in-law, grandparent, child, grandchild, sibling, sibling-in-law, aunt or uncle, niece or nephew, or an individual who has acquired such relationship through marriage/common-law. Step-children, foster children, step-grandchildren are considered children and grandchildren for the purpose of this policy.

### Employment of Senior Administration or Board of Trustees Family Members

If a search committee recommends the full-time employment of an immediate relative of a senior administrator or Board of Trustee member, the Board of Trustees shall be notified in writing at least 4 days prior to the release of the Board Book containing the employment recommendation. If a Board member objects to the employment of the immediate relative, the Board member should notify the Chief Executive Officer at least 2 days prior to the release of the Board Book containing the employment recommendation.

## Supervisory Relationship

Immediate relatives of persons currently employed by IECC may be hired only if they will not be working directly for or supervising an immediate relative. IECC employees cannot be transferred into such a supervisory relationship.

**Board Action for Employment of Family Members Policy First Reading:** Trustee John Brooks made a motion to table the policy presented for Employment of Family Members for a second reading. Trustee William Hudson seconded the motion and on a roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: Brenda Culver. Trustees absent: None. The motion having received 6 yea votes and 1 nay votes, the Chair declared the motion carried.

**AGENDA #7 – “Policy Second Readings”** – None.

**AGENDA #8 – “Staff Recommendations for Approval”** – The following staff recommendations were presented for approval.

**#8-A. 2014 Biennial Review Report:** Chris Cantwell presented information on the 2014 Biennial Review Report. The Drug-Free Schools and Campus Regulations, as articulated in the Education Department of General Administrative Regulations (EDGAR) Part 86.100, requires that, as a condition of receiving funds or any form of financial assistance under any federal program, an institution of higher education must certify that it has adopted an implemented a program to prevent the unlawful possession, use , or distribution of illicit drugs and alcohol by students and employees.

In order to certify the District’s compliance with the Part 86 regulations, IECC is required to create a program that complies with the regulations as follows:

1. Annually notify each employee and student, in writing, of standards of conduct; a description of appropriate sanctions for violation of federal, state, and local law and campus policy; a description of health risks associated with Alcohol and Other Drug (AOD) use; and a description of available treatment programs.
2. Develop a sound method for distributing annual notification information to every student and staff member each year.
3. Conduct biennial review on the effectiveness of its Alcohol and Other Drug (AOD) programs and the consistency of sanction enforcement.

4. Maintain its biennial review report on file, so that, if requested by the U.S. Department of Education, the college can submit it.

The CEO asked the Board's approval of the 2014 Biennial Review Report.

**Board Action:** Trustee John Brooks made a motion to approve the 2014 Biennial Review Report as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-B. 2014-2015 IECC Catalog:** LeAnn Hartleroad presented the 2014-2015 IECC Catalog. The District's catalog sets forth the courses, programs, degrees and certificates, and establishes the District policies that apply to the operation of the District and its students. Throughout the year, the Board has approved changes to the catalog, which are added as they occur, to the electronic version of the District's catalog on the IECC website. This amended electronic version becomes the binding document for the District's relationship with students, faculty, and staff.

Because high school counselors continue to use the catalog when advising students, the District will print 2,140 catalogs for a price of \$6,215.58.

The CEO asked for the Board's approval of the 2014-2015 IECC Catalog.

**Board Action:** Trustee Michael Correll made a motion to approve the 2014-2015 IECC Catalog as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-C. WVC Chemistry Lab, District Cost:** In January, 2014 the Board approved spending up to \$55,000 in District PHS bond funds to complete this Capital Development Board (CDB) project to upgrade the WVC chemistry lab. In March, 2014 the Board approved a \$55,000 PHS project application.

The project was bid by the CDB in June with Kieffer Brothers Construction of Mt. Carmel being the lowest responsible bidder. However, the bid submitted of \$362,000 was higher than anticipated by the District's former architectural firm, Image Architects.

Now that final project costs are known, IECC will need to commit \$82,333 to complete the project rather than the earlier estimated amount of \$55,000. In addition, the District would need to establish a 5% contingency fund to cover any unforeseen items arising during construction. This contingency fund would total \$18,100, and will be returned to the District if it is not utilized.

The District would not spend operating fund dollars on this project. The District's funding commitment would be from Protection, Health and Safety funds (\$82,333). The 5% contingency would come from the District's Operations & Maintenance Fund reserves (\$18,100).

The CEO asked that the Board approval the commitment of \$82,333 to complete the Wabash Valley College Chemistry Lab CDB project, and also approve \$18,100 for contingencies that would be returned to the District if not utilized.

**Board Action:** Trustee John Brooks made a motion to approve the commitment of \$82,333 and the \$18,100 for contingencies to complete the Wabash Valley College Chemistry Lab CDB project as recommended. Student Trustee Carrie Stephens seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-D. West Richland High School Property ICCB Application:** IECC has taken possession of the WRHS property. All exterior locks have been changed and utilities have been switched over. Attorneys are working to get deeds transferred pursuant to The Local Government Transfer Act.

An application and board resolution must be submitted to the Illinois Community College Board (ICCB) for acceptance of this property into the calculation of IECC's assignable square footage. The WRHS building contains approximately 54,475 square feet.

Attached are the application and board resolution to the Illinois Community College Board to add the assignable square footage of the WRHS building.

The CEO asked the Board's approval to submit the attached application and resolution to the ICCB.

## **RESOLUTION**

WHEREAS, West Richland Community School Unit #2 is conveying property located in Noble, Illinois, formerly known as West Richland High School, to Illinois Eastern Community College District #529 pursuant to The Local Government Transfer Act; and,

WHEREAS, upon this property there is a structure of approximately 54,475 square feet; and,

WHEREAS, the District will use this property exclusively and solely for the purpose of education for students and others; and,

WHEREAS, the District reaffirms its commitment, by this resolution, that the premises involved will be used for educational purposes by Illinois Eastern Community College District #529; and,

WHEREAS, the Illinois Community College Board has the authority to add this assignable square footage to the calculation of benefits due to the District; and,

THEREFORE, the Board of Trustees of Illinois Eastern Community College District #529 hereby petitions the Illinois Community College Board, by this application, that the West Richland High School property and the structure containing 54,475 square feet be added to the assignable square footage approved by the Illinois Community College Board.

Resolution adopted by roll call vote on this 15th day of July, 2014.

Approved:

Chairman: \_\_\_\_\_

Secretary: \_\_\_\_\_

**CAPITAL PROJECT APPLICATION FORM**

*(One Application Form per Project)*

District/College and District # Illinois Eastern Community College District #529

Contact Person Roger Browning Phone # 618-393-2982

Project Title Conveyance of Building and Lot to IECC

Project Budget \$ 75,000 ( ) check  here if the proposed project is to be financed with a combination of local, state, federal, foundation gifts, etc., and disclose on funding attachment 2 Date July 15, 2014

**Application Type (check the appropriate application type and follow instructions):**

(Building and lot being conveyed pursuant to The Local Government Transfer Act.)

X  Site acquisition— See ICCB administrative rule 1501.604 d) or g) for additional material requirements and check here\_\_\_\_.(If this is a site acquisition and only land is being acquired --- no building--- then check here\_\_\_\_\_) –complete/submit Sections I and II with additional material requirements (if acquisition includes remodeling or new construction then you should also check the other appropriate application type and include description in the narrative portion of the application).

\_\_\_\_\_ Locally Funded New Construction--complete/submit Sections I and II.

\_\_\_\_\_ Locally Funded Remodeling--complete/submit Sections I and III.

\_\_\_\_\_ Locally Funded New Construction and Remodeling--complete/submit Sections I, II, and III.

\_\_\_\_\_ Protection, Health and Safety (PHS)--complete/submit Section I and Attachment PHS.

\_\_\_\_\_ Capital Renewal Project--complete/submit Section I and the three forms in the Architect Forms section of this manual. (Note: two of these should be completed by the architect.)

**Section I (submit for ALL project approval requests)**

- A. Board of trustees action--attach a copy of the local board's resolution and certified minutes
- B. A detailed description of the project's programmatic justification (*complete the narration section and attach*)
- C. A detailed description identifying the scope of work to be accomplished (*complete the narration section and attach*)
- D. Board of trustees approved budget (*use the appropriate format on Attachment #1--top half of form for any project except PHS and bottom half of form for PHS projects only*)
- E. Funding source (*use the appropriate format on Attachment #2*)
- F. Locally funded project budget and certification form (Attachment #3) OR Attachment PHS.

**Section II**

- A. Is the requested project included in the District Site and Construction Master Plan? (See ICCB Rule 1501.602c for a definition of such a plan) Yes \_\_\_\_\_ No   X



If no, please update your District's Site and Construction Master Plan and submit to the ICCB.  
Anticipated date of completion 10-15-2014.

B. Submit the new square footage allocation (*use Square Footage Summary Attachment*)

(*If land acquisition only then not necessary to complete this form*)

C. Has the site been determined professionally to be suitable for construction purposes?

Yes \_\_\_\_\_ No \_\_\_\_\_ N/A No construction planned at this time

If yes, how was suitability determined (i.e., soil borings, inspection for hazardous materials, etc.)  
N/A

### **Section III**

A. Submit the new square footage or the remodeled square footage allocation (*use Square Footage Summary Attachment*)

## **PROJECT PROGRAMMATIC JUSTIFICATION**

East Richland Community Unit School District #1 and West Richland Community School District #2 were consolidated effective July 1, 2014. The West Richland District approached Illinois Eastern (IECC) indicating a willingness to convey the district's high school building, which is located in Noble, IL, to IECC under The Local Government Transfer Act.

The property being offered was built in two different time periods. The original building was built in 1937 and is a total of 25,675 square feet. A second addition was built in 1976 and added another 28,800 square feet of floor space. Therefore, the total square footage of the building is 54,475.

IECC employed an architect to determine the condition of the building and what, if any, corrections or updates would need to be made right away. There are several minor repairs/upgrades that need to be made, but overall the building has been maintained in very good condition. That report is included with this application.

Next, we had a Phase I environmental study done on the property. This environmental assessment found no issues with the property. That report is also included with this application.

In order to accept the property (at no cost to IECC) under The Local Government Transfer Act, IECC will need to use the property for the benefit of students and others. Possible uses include:

- Dual Credit Career & Technical Programs – The building has a welding lab, a construction technology lab, a greenhouse and a fully functional culinary arts kitchen.
- Additional Program Offerings – In addition to dual credit, the building could be used to expand some of our current programs, such as HVAC, Industrial Maintenance, Truck Driving and Workforce Education.
- Community Education Courses – The building offers opportunity to provide many community education courses.
- Miscellaneous – The City of Noble has inquired about using part of the building for a Senior Citizens Center, as their current center recently shut down. The building could also be used by the local community as a Community Center.

### **Scope of Work**

To accept the property (building and lot) as a conveyance from West Richland Community School District # 2 pursuant to The Local Government Transfer Act.

## Attachment #1 Project Budget

**Check One: (LOCALLY FUNDED – other than Protection, Health and Safety – see below)**

  X   (Conveyance of Property)  
           Remodeling

**Project Name**   Conveyance of Building and Lot to IECC  

	Budget Amounts	
	Donation	Updates to be done at a later date
Land	\$25,000	N/A
Site Development	-	N/A
Donated Building	\$50,000	-
Mechanical	-	\$125,000 Upgrade Lighting & HVAC
Electrical	-	-
General Conditions	-	\$75,000 ADA Compliance
Contingency (10%)	-	\$20,000
A/E Professional Fees	-	\$20,000
Total	\$75,000	\$240,000 All upgrades to be done at a later date

Approved by the   Illinois Eastern Community Colleges   Board of Trustees

Date   July 15, 2014  

Signed \_\_\_\_\_, Chairperson

\_\_\_\_\_, Secretary

**Protection, Health, and Safety Project Name**   N/A  

	Budget Amounts
Project Costs	_____
Contingency	_____
A/E Professional Fees	_____
Total	_____

## Attachment #2 Funding Source

District/College Name Illinois Eastern Community Colleges No. 529  
Project Name Conveyance of Building and Lot to IECC

**Check the source(s) of funds:**

Available fund balance \_\_\_\_\_ Fund name(s): \_\_\_\_\_  
(including excess funds from  
previously approved protection,  
health, and safety projects)

Bond Proceeds \_\_\_\_\_ Type of bond issuance(s): \_\_\_\_\_  
(including protection, health,  
and safety bonds)

Protection, Health, and \_\_\_\_\_ Tax rate/fiscal year: \_\_\_\_\_  
Safety Tax Levy  
(ILCS 805/3-20.3.01)

Contract for Deed \_\_\_\_\_ Term of Contract for Deed in months: \_\_\_\_\_  
(ILCS 805/3-36)

Lending Arrangement with a \_\_\_\_\_ Term of Lending Arrangements in months: \_\_\_\_\_  
Financial Institution  
(ILCS 805/3-37)

Lease Agreement \_\_\_\_\_ Term of Lease in months: \_\_\_\_\_  
(ILCS 805/3-38)

Capital Renewal Funding \_\_\_\_\_ Proposed Fiscal Year Source(s): \_\_\_\_\_

ADA  
Access for All Funding \_\_\_\_\_ Proposed Fiscal Year Source(s): \_\_\_\_\_

Donation/Conveyance       X

**Certification Page**

	<u>Check if Applicable</u>
Budget Certification (see attachment, always required)	<u>    X    </u>
Structural Integrity Certification (see attachment, if applicable)	<u>          </u>
Energy Conservation Certification (see attachment, if applicable)	<u>          </u>
Feasibility Study Identifying Need of the Project (district generated document)	<u>          </u>
Other District Documentation to Support the Justification of this Project	<u>          </u>

We certify we have examined this application, as defined in the project narration (programmatic and scope), the certifications listed above and any other documentation which may support this project.

Approved by the Illinois Eastern Community Colleges Board of Trustees

Date     July 15, 2014    

Signed \_\_\_\_\_, Chairperson

\_\_\_\_\_, Secretary

## Square Footage Summary Attachment

**District/College Name** Illinois Eastern Community College District #529

**Project Name** Conveyance of Building and Lot to IECC

Identify the increased square footage associated with a new construction project or provide a detailed summary of the space affected by this project. If additional explanation is necessary, please include in the scope of work narrative.

	<u>Net Assignable Square Feet</u>		
	<u>(Use this column for new construction only)</u>	<u>(Use these columns for remodeling projects only)</u>	
	<b>New Square Footage</b>	<b>Existing Square Footage</b>	<b>Remodeled Square Footage</b>
Classrooms	<u>30,500</u>	<u>                    </u>	<u>                    </u>
Laboratories	<u>11,000</u>	<u>                    </u>	<u>                    </u>
Offices	<u>2,200</u>	<u>                    </u>	<u>                    </u>
Study	<u>-</u>	<u>                    </u>	<u>                    </u>
Special Use	<u>4,000</u>	<u>                    </u>	<u>                    </u>
Support	<u>-</u>	<u>                    </u>	<u>                    </u>
Other	<u>2,120</u>	<u>                    </u>	<u>                    </u>
Total NASF	<u>49,820</u>	<u>                    </u>	<u>                    </u>
Total Gross Square Feet (GSF)	<u>54,475</u>	<u>                    </u>	<u>                    </u>
Efficiency (NASF / GSF)*	<u>91</u> %	<u>                    </u> %	<u>                    </u> %

\*Minimum acceptable efficiency is 70 percent.

**Board Action:** Trustee Gary Carter made a motion to approve the submission of the West Richland High School Property ICCB Application and Resolution as recommended. Trustee Brenda Culver seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-E. Illinois Emergency Management Grant Agreement:** The Illinois Emergency Management Agency established an Illinois School and Campus Safety Grant Program to fund a baseline security level at each eligible public elementary, secondary and post-secondary school in the state of Illinois. Applications for this grant were accepted through March 14, 2014, with \$25 million in funds awarded to support approved projects through this competitive grant program.

Illinois Eastern Community Colleges has been awarded \$20,524 for the purchase and installation of an Interoperable Communications Facility/Public Paging/Alerting System at Lincoln Trail College. This system will include one main connection with fifty-eight speakers strategically placed in classrooms and high traffic areas around campus.

The system will enhance the existing emergency alert system that provides text, email, and phone alerts and will allow for real-time voice announcements throughout the campus buildings and grounds, keeping students and staff informed of emergencies and of the appropriate actions needed to provide for the safest possible outcomes.

The CEO asked for the Board's approval of the Illinois School and Campus Safety Grant agreement with the Illinois Emergency Management Agency.

## **SCHOOL AND CAMPUS SAFETY GRANT AGREEMENT**

### **PART I - Notice of Grant Award to Illinois Eastern Comm. Colleges**

This Grant Agreement is made and entered into by and between the Illinois Emergency Management

Agency (Grantor), 2200 South Dirksen Parkway, Springfield, Illinois 62703, and Illinois Eastern Comm. Colleges(Grantee), 233 East Chestnut Street, Olney , Illinois 62450.

The purpose of this Grant is to fund designated safety improvements at eligible public elementary, secondary and post-secondary schools.

The Grantor hereby grants to the Grantee the amount not exceeding \$20,524.27 for the period from July

1, 2014, to June 30, 2015. The Grantee hereby agrees to use the funds provided under this Agreement for the purposes set forth herein and agrees to comply with all terms and conditions of this Agreement.

This Agreement, as written, is the full and complete agreement between the parties and that there are no oral agreements or understanding between the parties other than what has been reduced to writing herein.

### **PART II - Term**

The term of this Agreement shall be from July 1, 2014, to June 30, 2015.

### **PART III - Scope of Work**

The Grantee will utilize this funding as outlined in the Grantee's approved budget. The school and campus safety funds shall be used for costs related to the purchase and installation of physical security

enhancement equipment, inspection and screening systems, information technology, and/or interoperable communications equipment for buildings where students are primarily taught in academic classes as specifically approved by the Grantor.

The Budget Detail Worksheet, provided in Attachment 1 and incorporated herein, outlines the scope of work for each approved project and the only approved costs for which the Grantee may seek reimbursement. No modifications to the approved budget will be authorized. The Grantor will only reimburse those expenditures that are specifically listed in the Budget Detail Worksheet.

Through this Agreement, the following project costs are eligible for reimbursement:



- (1) Cost of approved physical security, interoperable communications, information technology, and inspection/screening equipment and software;
- (2) Installation of approved equipment and software; and
- (3) Shipping.

Through this Agreement, the following project costs are ineligible for reimbursement: (1) Sales tax;

- (2) Extended warranties and maintenance contracts; and
- (3) Building renovation and construction.

#### **PART IV - Compensation Amount**

The total compensation and reimbursement payable by the Grantor to the Grantee shall not exceed the sum of \$20,524.27.

#### **PART V - Terms and Conditions**

**NIMS COMPLIANCE:** The Grantee shall remain compliant with the National Incident Management System throughout the performance period of the Agreement.

**EMERGENCY OPERATIONS PLANS:** The Grantee shall maintain a current emergency operations plan for the school district, university or community college that includes the facilities enhanced with grant funds.

**LEASED BUILDINGS:** If any of the buildings to be enhanced with funds under this Agreement are leased by the Grantee, the Grantee shall maintain a lease agreement on each such building that extends until at least July 1, 2024. If applicable, the Grantee shall submit a copy of the lease agreement(s) to the Grantor within 30 days of the effective date of this Agreement.

**SPENDING LIMITATIONS:** The Grantee shall comply with all applicable state statutes, regulations, executive orders, and other policies and requirements, including those of the Grantee, in carrying out any project supported by these funds. The Grantee shall follow all state and local procurement requirements in acquiring goods and services with these funds. The Grantee recognizes that laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Grantee agrees that the most recent requirements will apply during the performance period of this agreement.

**FISCAL FUNDING:** The Grantor's obligations hereunder shall cease immediately, without penalty or further payment being required, in any year for which the General Assembly of the State of Illinois fails to make an appropriation sufficient to pay such obligation. The Grantor shall give Grantee notice of such termination for funding as soon as practicable after Grantor becomes aware of the failure of

funding. Grantee's obligation to perform work shall cease upon notice by Grantor of lack of appropriated funds.

**METHOD OF COMPENSATION:** The Grantee will submit to the Grantor a vendor invoice or computer generated report with description of costs in order to receive compensation through this Agreement, including serial number for any equipment item valued at \$100 or greater, physical location of these items, and certification of receipt and operational capability. The method of compensation shall be reimbursement in accordance with the invoice voucher procedures of the Office of the State of Illinois Comptroller. The Grantor may advance in one payment up to 50% of the funds to the Grantee for eligible expenditures, but only upon the Grantee's submission of bids, invoices or other similar documents showing the exact costs of the anticipated expenditures. The balance of funds paid by the

Grantor will be the difference of the advance payment and final vendor invoices, and will be paid in one final payment upon the completion of all approved projects. The Grantee agrees to maintain appropriate

records of actual costs incurred and to submit expenditure information to the Grantor in a timely manner, and in no event later than 30 days following the expiration of this Agreement. No costs eligible under this Agreement shall be incurred after June 30, 2015.

**NON-SUPPLANTING REQUIREMENT:** The Grantee agrees that funds received under this award will be used to supplement, but not supplant, state or local funds for the same purposes. Supplanting means using school safety grant funds to replace state or local funds that otherwise would have been spent on the project.

**REPORTS:** The Grantee shall submit a Project Implementation Worksheet, provided in Attachment 2, to the Grantor, within 30 days after September 30, December 31, and March 31, and June 30, describing the progress of each project and the expenditure of funds to date, including a list of specific outcomes with sequential milestones that will be accomplished by the Grantee. These outcome milestones will allow the Grantor to measure the progress of the Grantee in finishing each project. The Grantor may withhold or suspend the distribution of grant funds for failure to file the required reports.

**ACCOUNTING REQUIREMENTS:** The Grantee shall maintain effective control and accountability over all funds, equipment, property, and other assets under this Agreement. The Grantee shall keep proper, complete, and accurate accounting records sufficient to permit the tracing of funds to ensure that expenditures are made in accordance with this Agreement. All records must be maintained for five years after submission of the final expenditure report; or if any litigation, claim or audit is started before the expiration of the five-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

**AUDITS:** The Grantee shall, as often as deemed necessary by the Grantor or any of its duly authorized representatives, permit the Grantor, the Auditor General, the Attorney General or any of their duly authorized representatives to have full access to and the right

to examine any pertinent books, documents, papers and records of the Grantee involving transactions related to this Agreement for five years from the date of submission of the final Budget Detail Worksheet or until related audit findings have been resolved, whichever is later.

**HISTORIC RESOURCES PRESERVATION (HRP):** The Grantee shall not undertake any project that includes exterior door replacement on a building that is 50 years old or greater without the separate written approval of the Grantor. In such cases, the Grantor must comply with all conditions placed on the project as a result of the Illinois Historic Preservation Agency's obligations under 20 ILCS 3420/4. Any door replacement activities at such buildings that have been initiated without the necessary HRP approval will result in a non-compliance finding and will not be eligible for grant funding.

**MODIFICATION AND AMENDMENT OF THE GRANT:** This Agreement is subject to revision as follows:

A. Modifications may be required because of changes in state laws, regulations, or grant guidance as determined by the Grantor. Any such required modification shall be incorporated into and will be part of this Agreement. The Grantor shall notify the Grantee of any pending implementation of or proposed amendment to such regulations before a modification is made to the Agreement.

B. Modifications may only be made upon written agreement of both Grantor and Grantee.

**TERMINATION FOR CONVENIENCE:** This Agreement may be terminated in whole or in part by the Grantor for its convenience, provided that, prior to termination, the Grantee is given: 1) not less than ten (10) calendar days written notice by certified mail, return receipt requested, of the Grantor's intent to terminate, and 2) an opportunity for consultation with the Grantor prior to termination. In the event of partial or complete termination of this Agreement pursuant to this paragraph, an equitable adjustment of costs shall be paid to the Grantee for expenses incurred under this Agreement prior to termination

**TERMINATION FOR BREACH OR OTHER CAUSE:** The Grantor may terminate this Agreement without penalty to the Grantor or further payment required in the event of:

A. Any breach of this Agreement that, if it is, susceptible of being cured, is not cured within

15 calendar days after receipt of the Grantor's notice of breach to the Grantee.

B. Material misrepresentation or falsification of any information provided by the Grantee in the course of any dealing between the parties or between the Grantee and any State Agency.

**SEVERABILITY CLAUSE:** If any provision under the Agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, this

invalidity does not affect any other provision or its application of the Agreement which can be given effect without the invalid provision or application.

**LIABILITY:** The Grantor assumes no liability for actions of the Grantee under this Agreement, including, but not limited to, the negligent acts and omissions of Grantee's agents, employees, and subcontractors in their performance of the Grantee's duties as described under this Agreement. In addition, the Grantor makes no representations, or warranties, expressed or implied, as to fitness for use, condition of, or suitability of said equipment purchased pursuant to this Agreement, except as those representations are made by the manufacturer of said equipment. As to nature and condition of said equipment, in the use of said equipment, the Grantee agrees to hold the Grantor harmless for any defects or misapplications. To the extent allowed by law, the Grantee agrees to hold harmless the Grantor against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from the intentional torts, negligence, or breach of the Agreement by the Grantee, with the exception of acts performed in conformance with an explicit, written directive of the Grantor.

**RECAPTURE OF FUNDS:** The Grantee shall return to the Grantor all state grant funds that are not expended, misspent, or received from the Grantor in error. The Grantee agrees that all funds remaining at the expiration of the period of time the funds are available for expenditure or obligation by the Grantee shall be returned to the Grantor within 45 days, if applicable. The Grantor may recapture those funds in accordance with the Illinois Grant Funds Recovery Act, and any other applicable state laws and regulations. The Grantee's failure to comply with any one of the terms of this Agreement shall be cause for the Grantor to seek recovery of all or part of the grant proceeds.

**FEIN:** Under penalties of perjury, the Grantee certifies that 370906196 is its correct Federal Taxpayer Identification Number and that IRS Instructions have been provided for proper completion of this certification.

**CERTIFICATION:** The Grantee certifies under oath that all information in the Agreement is true and correct to the best of the Grantee's knowledge, information, and belief; that the funds shall be used only for the purposes described in the Agreement; and that the award of grant funds is conditioned upon such certification.

#### **PART VI – Other Requirements**

**CONFLICT OF INTEREST:** The Grantee certifies that it will establish safeguards to prohibit

employees, contractors, and subcontractors from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. The Grantee assures that no official or employee of the Grantee who is authorized in the Grantee's official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract for acquisition/development of property in connection with this agreement, shall have any financial or other personal interest in any such contract for the acquisition/development.

**PROHIBITED POLITICAL ACTIVITY:** The Grantee and employees of the Grantee shall not knowingly use grant funds, or goods or services purchased with grant funds, to engage, either directly or indirectly, in a prohibited political activity as that term is defined in the State Officials and Employees Ethics Act.

**ANTI-BRIBERY:** The Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any official, agent, or employee of the Grantee committed bribery or attempted bribery on behalf of the Grantee and pursuant to the direction or authorization of a responsible official of the Grantee.

**BIDDING:** The Grantee hereby certifies that it has not been barred from bidding on or receiving State or local government contracts as a result of illegal bid rigging or bid rotating as defined in the Criminal Code of 2012 (720 ILCS 5/33E-3 and 33E-4).

**DRUG FREE CERTIFICATION:** This certification is required by the Drug Free Workplace Act (30

ILCS 580). No grantee shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee has certified

to the State that the grantee will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant

payments, termination of the contractor or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The Grantee certifies and agrees that it will provide a drug free workplace by: (a)

Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(A) Abide by the terms of the statement; and

(B) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- (b) Establishing a drug free awareness program to inform employees about: (1) the dangers of drug abuse in the workplace;
  - (2) the Grantee's policy of maintaining a drug free workplace;
  - (3) any available drug counseling, rehabilitation, and employee assistance programs; and
  - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the Grantor within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation are required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Grantor: IL Emergency Management Agency      Grantee: Illinois Eastern Comm. Colleges

By: \_\_\_\_\_  
Jonathon E. Monken, Director

By: \_\_\_\_\_  
Dr. Andrew Fischer, Chairman of the Board

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

By: \_\_\_\_\_  
Lisa Desai, Assistant to the Director

**Budget Detail Worksheet - Attachment 1**

Item	Qty	Unit	Total Cost	Comp.	Funded Amt.
<b>Project: Joy Steel Williams Hall</b>					
Interoperable Communications Facility/Public Safety Paging/Alerting System This system includes one main connection	1		\$30,000.00	12/31/2014	\$20,524.27
					<b>\$20,524.27</b>

**Board Action:** Trustee Brenda Culver made a motion to approve the Illinois School and Campus Safety Grant agreement with the Illinois Emergency Management Agency as recommended. Trustee Marilyn Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-F. TIF Extension for City of Fairfield:** The existing Central Area Tax Increment Finance District (Fairfield TIF #1) is set to expire in 2015. The City of Fairfield has asked that the Board of Trustees approve a 12 year extension to have a termination date of 2027 which provides a total term of 35 years.

According to Fairfield Mayor Chuck Griswold all other taxing bodies within the TIF District that have been contacted have given tentative approval of the extension of the termination date.

The CEO asked the Board’s approval of this extension of the Central Area Tax Increment Finance District (Fairfield TIF #1) termination date.

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION APPROVING THE EXTENSION OF THE TERMINATION DATE FOR THE CITY OF FAIRFIELD, ILLINOIS TAX INCREMENT FINANCING**

**CENTRAL AREA TAX INCREMENT FINANCE DISTRICT (Fairfield TIF #1)**

WHEREAS, the City of Fairfield, Illinois (City) has made it known to the **Illinois Eastern Community College District**, of its intention of seeking an extension of the termination date of its Central Area Tax Increment Finance District (Fairfield TIF #1) by a legislative enactment of the General Assembly of the State of Illinois; and

WHEREAS, the District was initially approved for a twenty-three year period and is set to expire in 2015, and the City of Fairfield has requested that the District receive a twelve year extension so that the District will expire in 2027 for a total of 35 years; and

WHEREAS, this public taxing authority finds that extension of the termination date of the City’s Central Area Tax Increment Finance District (Fairfield TIF #1) serves the economic interest of all local taxing authorities and the entire community by stimulating economic development;

NOW, THEREFORE, BE IT RESOLVED by the Illinois Eastern Community College District as follows:

The Illinois Eastern Community College District hereby approves the extension of the termination date of the Fairfield Illinois Central Area Tax increment Finance District (Fairfield TIF #1) from its current termination date of 2015 after twenty-three years of existence to extend that existence to 2027 for a total of thirty-five years.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Illinois Eastern Community College District

By: \_\_\_\_\_  
Board Chairman

Attest:

\_\_\_\_\_  
Board Secretary

**Board Action:** Trustee Gary Carter made a motion to approve the extension of the Central Area Tax Increment Finance District (Fairfield TIF #1) as recommended. Trustee Marilyn Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**#8-G. Affiliation Agreement - Office of Dr. Rachel Winters – Electronic Medical Records:**

**#8-H. Affiliation Agreement – The Dermatology Clinic – Medical Office Careers:**

**#8-I. Affiliation Agreement – Paris Community Hospital – Medical Assistant Program:** IECC wishes to enter into the above three affiliation agreements with Dr. Rachel Winter for Electronic Medical Records for Lincoln Trail College; The Dermatology Clinic for Medical Office Careers for Olney Central College and Paris Community Hospital for Certified Medical Assistant Program for Lincoln Trail College

The CEO asked the Board’s approval of this affiliation agreement.

**Board Action:** Trustee Brenda Culver made a motion to approve the three affiliation agreement between IECC and the Office of Dr. Rachel Winters for Electronic Medical Records; The Dermatology Clinic for Medical Office Careers and Paris Community Hospital for Certified Medical Assistant Program as recommended. Student Trustee Carrie Stephens seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn



Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #9 – “Bid Committee Report”** – None.

**AGENDA #10 – “District Finance”** – The monthly financial matters were presented.

**#10-A. Financial Reports:** The monthly financial reports were presented, including the treasurer's report, showing the balance in all funds as of June 30, 2014.

**#10-B. Approval of Financial Obligations:** District financial obligations (Listing of Board Bills) for July 2014, totaling \$1,160,805.08, were presented for approval.

**Board Approval for Payment of Financial Obligations:** Trustee Marilyn Wolfe made a motion to accept the financial reports as presented and approve payment of district financial obligations for July 2014, in the amounts listed, and payments from the revolving fund for June 2014. Trustee Gary Carter seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #11 – “Chief Executive Officer's Report”** - CEO Terry Bruce reported on the following informational items.

1. Read a letter from Mr. Harry Hillis thanking the Board for the watch presented to him at the June Board meeting.
2. Board of Trustee members whose terms will end in 2015 are Michael Correll, Andrew Fischer and Marilyn Wolfe.

**AGENDA #12 – “Executive Session”** - The Board of Trustees did not hold an executive session at this meeting, July 15, 2014.

**AGENDA #13 – “Approval of Executive Session Minutes”** – The following actions were taken relative to executive session minutes.

**#13-A Written Executive Session Minutes:** There was no executive session held during the June 17, 2014 meeting.

**#13-B. Audio Executive Session Minutes:** There was no executive session held during the June 17, 2014 meeting.

**AGENDA #14 – “Approval of Personnel Report”** – Tara Buerster presented the following Personnel Report and the CEO recommended approval.

#### **400.1. Employment of Personnel**

##### **A. Faculty**

1. Michael Woods, Instructor, Workforce Education, effective August 1, 2014

**B. Professional Non-Faculty**

1. Megan Scott, Assistant Dean of Student Services, LTC, effective July 31, 2014
2. Kristin Selph, Retention Coordinator, LTC, effective July 17, 2014

**C. Classified**

1. Katherine Fehrenbacher, Program Advisor, ETS, DO, effective July 28, 2014
2. Robert Tennyson, Library Assistant, FCC, effective July 17, 2014
3. Cynthia Westendorf, Help Desk/Computer Technician, DO, effective July 17, 2014

**400.2. Change in Status**

**A. Administrative**

1. Jervaise McDaniel, Associate Dean of Adult & Continuing Education, FCC, to Associate Dean of Outreach, DO, effective September 1, 2014

**B. Professional/Non-Faculty**

1. Marsha Humphrey, Coordinator of the Academic Assistance Center, WVC, to Director of the Learning Skills Center, WVC, effective July 16, 2014

**C. Classified**

1. Leslie Slankard, Program Advisor, ETS, DO, to Transition/Data Technician, FCC (OCC), effective July 28, 2014

**400.3. Special Assignments (Attachment)**

**Special Assignment  
Lincoln Trail College**

**Athletic**

**Recommended  
2014-15**

1. Kristin Selph

Assistant Volleyball Coach

\$2,000

**400.4. Approval of Proposed Non-College Employment (External Report)**

**A. Faculty**

Brenda Grove, Robinson Correctional Center Healthcare Unit, Robinson, IL, approximate time per academic year, 480 hours and Lake Land College, Mattoon, IL.

**400.5. Resignation Ratification**

**A. Professional Non-Faculty**

1. Mark Elliott, Coordinator of Instructional Services, FCC, effective June 20, 2014
2. Adam Porter, Broadcast Services Specialist, WVC, effective July 12, 2014

**Board Action to Approve Personnel Report:** Trustee Brenda Culver made a motion to approve the Personnel Report as recommended. Trustee Marilyn Wolfe seconded the motion and on a recorded roll call vote ordered by the Chair the following trustees voted yea: John Brooks, Gary Carter, Michael Correll, Brenda Culver, Andrew Fischer, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: None. The motion having received 7 yea votes and 0 nay votes, the Chair declared the motion carried.

**AGENDA #15 – “Collective Bargaining”** – None.

**AGENDA #16 – “Litigation”** – None.

**AGENDA #17 – “Other Items”** – None.

**AGENDA #18 – “Adjournment”** – Trustee Gary Carter made a motion to adjourn. Trustee Marilyn Wolfe seconded the motion. The Chair asked trustees in favor of the motion to say “Aye” and those opposed to say “No.” The viva voce (by the voice) vote was taken. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 8:40 p.m.

Approved: Chairman: \_\_\_\_\_

Secretary: \_\_\_\_\_

**Agenda Item #1**

**Call to Order and Roll Call**

**Agenda Item #2**

**Disposition of Minutes**

**Agenda Item #3**

**Recognition of Visitors and Guests**

**A. Visitors and Guests**

**B. IECEA Representatives**

**Agenda Item #4**

**Public Comment**

**Agenda Item #5**

**Reports  
Trustees  
Presidents  
Cabinet**



**Agenda Item #6**

**Policy First Reading (and Possible Approval)**

**None**

**Agenda Item #7**

**Policy Second Reading**

**None**

**Agenda Item #8**

**Staff Recommendations for Approval**

**Agenda Item #8A**

**FY2014 Tentative Budget**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: August 19, 2014  
SUBJECT: FY2015 Tentative Budget

Prior Board action required that the tentative budget be made available to the public by August 8<sup>th</sup> and mailed to the Board of Trustees. The tentative budget will remain available for public inspection through the scheduled September 16<sup>th</sup> Budget Hearing and Board meeting. Publication of the budget's availability and notice of the Public Hearing on the Budget was made in district newspapers.

The tentative Fiscal Year 2015 budget document represents the current and best judgment of the district administration relative to anticipated revenues for fiscal year 2015. It was based on information available at the time of publication. If new information becomes available, changes will be made to the final budget and those changes will be reviewed with the Board on September 16<sup>th</sup> prior to approval of a final budget.

As required by law, a Public Hearing on the Budget will be held on September 16, 2014, at Lincoln Trail College at 7:00 p.m., and following the hearing, a final budget will be presented to the Board for its approval.

I ask the Board of Trustees approve the tentative budget as presented.

TLB/akb

**Agenda Item #8B**

**Phase 11 Project Applications and Resolutions**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: August 19, 2014  
SUBJECT: Phase 11 Project Applications and Resolutions

Under the Protection, Health, and Safety (PHS) bonding authority afforded the Board of Trustees, the Board has PHS bond issuance authority.

Brent Lance (Design Architects), the Presidents, Roger Browning, and I have prepared a list of projects that could be completed within this bond authority. A summary of those projects follow. The actual project applications and related Board resolutions are also attached.

Subject to the Board's approval of these projects, they will be submitted to the Illinois Community College Board to see if they meet the Protection, Health and Safety bond criteria established by statute. If the list of projects is approved by the ICCB, the Board could then issue the bonds, bid and complete the construction of these projects.

I ask that the Board approve each of the Capital Project Application Forms for the respective projects outlined in the summary.

Additionally, I ask that the Board approve each of the related Resolutions to Approve PHS Construction Projects so that they may be included with the appropriate application for that particular project.

TLB/rs

Attachment

## Phase 11 PHS Projects Summary

<u>Project</u>	<u>Budget</u>
HVAC Replacements	\$3,174,919
Electrical Upgrades	556,772
General PHS Improvements	<u>728,541</u>
	\$4,460,232



# CAPITAL PROJECT APPLICATION FORM

(One Application Form per Project)

District/College and District # Illinois Eastern Community Colleges District 529  
Contact Person Mr. Roger Browning Phone # 618-393-2982  
Project Title HVAC Replacement – LTC, OCC & WVC  
Project Budget \$ 3,174,919 ( ) check  here if the proposed project is to be financed with a combination of local, state, federal, foundation gifts, etc and disclose on funding attachment 2 Date August 12, 2014

## **Application Type (check the appropriate application type and follow instructions):**

- Site acquisition-- see ICCB administrative rule 1501.604 d) or g) for additional material requirements and check here \_\_\_\_\_.(If this is a site acquisition and only land is being acquired ---no building--- then check here \_\_\_\_\_) –complete/submit Sections I and II with additional material requirements (if acquisition includes remodeling or new construction then you should also check the other appropriate application type and include description in the narrative portion of the application)
- Locally Funded New Construction--complete/submit Sections I and II.
- Locally Funded Remodeling--complete/submit Sections I and III.
- Locally Funded New Construction and Remodeling--complete/submit Sections I, II, and III.
- Protection, Health and Safety (PHS)--complete/submit Section I and Attachment PHS.
- Capital Renewal Project--complete/submit Section I and the three forms in the Architect Forms section of this manual. (Note: two of these should be completed by the architect.)

## **Section I (submit for ALL project approval requests)**

- A. Board of trustees action--attach a copy of the local board's resolution and certified minutes
- B. A detailed description of the project's programmatic justification (*complete the narration section and attach*)
- C. A detailed description identifying the scope of work to be accomplished (*complete the narration section and attach*)
- D. Board of trustees approved budget (*use the appropriate format on Attachment #1--top half of form for any project except PHS and bottom half of form for PHS projects only*)
- E. Funding source (*use the appropriate format on Attachment #2*)

- F. Locally funded project budget and certification form (Attachment #3) OR Attachment PHS.

**Section II**

- A. Is the requested project included in the District Site and Construction Master Plan? (See ICCB Rule 1501.602c for a definition of such a plan) Yes \_\_\_\_\_ No \_\_\_\_\_

If no, please update your District's Site and Construction Master Plan and submit to the ICCB. Anticipated date of completion

- B. Submit the new square footage allocation (*use Square Footage Summary Attachment*) (*If land acquisition only then not necessary to complete this form*)

- C. Has the site been determined professionally to be suitable for construction purposes?  
Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, how was suitability determined (i.e., soil borings, inspection for hazardous materials, etc.)

**Section III**

- A. Submit the new square footage or the remodeled square footage allocation (*use Square Footage Summary Attachment*)

## **Programmatic Justification**

Provide an explanation of the programmatic impact of the proposed project.

At Lincoln Trail College the Activity Annex HVAC system has exceeded its useful life, natatorium gas duct heater is in poor condition, all four rooftop units on Williams Hall have exceeded their useful life expectancy and are causing maintenance issues and the makeup air unit for Lab 107 in Williams Hall is beyond its anticipated useful life and is causing ongoing maintenance issues. IPMC 603.1

At Olney Central College multiple rooftop units as well as other individual HVAC units are failing and/or in need of repair in order to continue to provide the required heating, cooling and ventilation. IPMC 603.1

At Wabash Valley College multiple rooftop units as well as other individual HVAC units are failing and/or in need of repair in order to continue to provide the required heating, cooling and ventilation. The HVAC system at Main Hall has exceeded its useful life expectancy and requires constant monitoring and ongoing repairs to maintain in operation. IPMC 603.1

## **Scope of Work**

Provide an explanation of the specific work to be performed as part of this project.

This PHS project will replace the HVAC System at the Activity Annex, the gas duct heater in the Nicholas Natatorium, all four rooftop units on Williams Hall, the HVAC makeup air unit for Lab 017 in Williams Hall all at Lincoln Trail College. It will replace the HVAC units for the Fitness Center, and rooftop units 2, 4 & 5 at Wattleworth Hall, will replace the kiln exhaust system in the Technology Building and will repair the ongrade AAON unit for the Gymnasium and roof top units 6 & 7 at Wattleworth Hall all at Olney Central College. The project will also replace the Natatorium duct heater and the compressor on the dehumidification system, replace 2 rooftop units on the Media Center, replace the cooling system for the cadaver room with a dual compressor system, install a vent to the exterior from the Men's Locker Room Laundry, replace one rooftop unit, one furnace and air cooled condensing units at the Hart Student Center, replace HVAC systems in the International Building, and provide for a complete HVAC system replacement in Main Hall at Wabash Valley College. All of this work will be completed under a single project.

## Attachment #1 Project Budget

**Check One: (LOCALLY FUNDED -other than Protection, Health, and Safety- see below)**

- New Construction**
- Remodeling**

**Project Name** \_\_\_\_\_

	Budget Amounts	
	New Construction	Remodeling
Land		N/A
Site Development		N/A
Construction (including Fixed Equipment)		
Mechanical		
Electrical		
General Conditions		
Contingency (10%)		
A/E Professional Fees		
Total		

Approved by the \_\_\_\_\_ Board of Trustees

Date \_\_\_\_\_

Signed \_\_\_\_\_, Chairperson

\_\_\_\_\_, Secretary

**Protection, Health, and Safety Project Name** \_\_\_\_\_

	Budget Amounts
Project Costs	\$2,623,900
Contingency	\$ 262,390
A/E Professional Fees	\$ 288,629
Total	\$3,174,919

## Attachment #2 Funding Source

**District/College Name** Illinois Eastern Community Colleges District 529

**Project Name** HVAC Replacement – LTC, OCC & WVC

**Check the source(s) of funds:**

Available fund balance \_\_\_\_\_ Fund name(s): \_\_\_\_\_  
(Including excess funds from  
previously approved protection,  
health, and safety projects)

Bond Proceeds \_\_\_\_\_  Type of bond issuance(s): Protection, Health & Safety (Issue Pending)  
(including protection, health,  
and safety bonds)

Protection, Health, and \_\_\_\_\_ Tax rate/fiscal year: \_\_\_\_\_  
Safety Tax Levy  
(ILCS 805/3-20.3.01)

Contract for Deed \_\_\_\_\_ Term of Contract for Deed in months: \_\_\_\_\_  
(ILCS 805/3-36)

Lending Arrangement with a \_\_\_\_\_ Term of Lending Arrangements in months: \_\_\_\_\_  
Financial Institution  
(ILCS 805/3-37)

Lease Agreement \_\_\_\_\_ Term of Lease in months: \_\_\_\_\_  
(ILCS 805/3-38)

Capital Renewal Funding \_\_\_\_\_ Proposed Fiscal Year Source(s): \_\_\_\_\_



**PROTECTION, HEALTH, AND SAFETY PROJECT**

**Budget and Certification**

Name and address of architect/engineer providing the estimate:

I certify that the recommended construction project description and cost figures referred to herein were prepared by me or under my supervision, and to the best of my knowledge the description of the existing conditions and cost funds are true and accurate. I further certify that the project has been designed to meet the codes and standards required in Illinois Community College Board Rule 1501.608 and meets the qualifications for an eligible protection, health, and safety project as defined in Section 3-20.3.01 of the Public Community College Act.

\_\_\_\_\_  
Architect/Engineer's Signature

Date 8/12/2014\_\_\_\_\_

001-017775

\_\_\_\_\_  
Illinois Registration or License Number

Seal

Proposed budget: Use Attachment #1 and provide additional budget information on a separate sheet of paper, if necessary, to further explain the project budget.

HVAC Replacement - LTC	\$780,000
HVAC Replacement – OCC	\$840,500
<u>HVAC Replacement - WVC</u>	<u>\$1,003,400</u>
Subtotal	\$2,623,900
Contingency	\$262,390
<u>Fees</u>	<u>\$288,629</u>
TOTAL	\$3,174,919



**Resolution to Approve PHS Construction Projects**

WHEREAS, pursuant to the provisions of the statutes of the State of Illinois, Community College District No. 529 (hereinafter referred to as IECC) is authorized to complete necessary projects dealing with handicapped accessibility of students, employees, or visitors, and,

WHEREAS, there is a need for repair and alteration of certain facilities of Illinois Eastern Community College District No. 529; and

WHEREAS, the board has received reports from a licensed professional architect/engineer that there are projects at IECC which require repair and alterations, as defined in ICCB Rule 1501.601; and,

WHEREAS, Section 3-20.3-01 of the Public Community College Act authorizes the Board of Trustees, by proper resolution which specifically identifies the projects, to sell protection health and safety bonds, not to exceed 4.5 million dollars, for such repairs or alterations and levy a tax sufficient to retire said outstanding bond issue over a period of years; and,

WHEREAS, the projects recommended for repair and alterations are:

HVAC Replacements – District-Wide                      \$3,174,919

WHEREAS, the Board certifies these projects also meet the requirements of 805/3-20.3.01 of the Public Community College Act and are necessary projects for Americans with Disabilities Act of 1990 or handicapped accessibility and not routine maintenance projects.

NOW, be it resolved by the Board of Trustees of Community College District 529 as follows:

1. The recitals set forth above are incorporated herein and made a part hereof.
2. The physical facilities described in the projects set forth above require alterations or repair and are necessary to remove accessibility barriers to the students, employees, or visitors to IECC.
3. There are not sufficient funds available in the Operations & Maintenance Fund of IECC to complete the projects set forth above.
4. The cost of the projects above, as determined in the certified estimate of a licensed architect, is not less than \$25,000.
5. Properly completed application forms shall be completed and forwarded to the Illinois Community College Board for approval.

Resolution adopted by roll call vote this 19<sup>th</sup> day of August 2014.

Approved:                      Chairman\_\_\_\_\_

Secretary\_\_\_\_\_

# CAPITAL PROJECT APPLICATION FORM

(One Application Form per Project)

District/College and District # Illinois Eastern Community Colleges District 529  
Contact Person Mr. Roger Browning Phone # 618-393-2982  
Project Title Electrical Repairs/Improvements – FCC, LTC, OCC & WVC  
Project Budget \$ 556,772 ( ) check  here if the proposed project is to be financed with a combination of local, state, federal, foundation gifts, etc. and disclose on funding attachment 2  
Date August 12, 2014

## **Application Type (check the appropriate application type and follow instructions):**

- Site acquisition-- see ICCB administrative rule 1501.604 d) or g) for additional material requirements and check here \_\_\_\_\_. (If this is a site acquisition and only land is being acquired ---no building--- then check here \_\_\_\_\_) –complete/submit Sections I and II with additional material requirements (if acquisition includes remodeling or new construction then you should also check the other appropriate application type and include description in the narrative portion of the application)
- Locally Funded New Construction--complete/submit Sections I and II.
- Locally Funded Remodeling--complete/submit Sections I and III.
- Locally Funded New Construction and Remodeling--complete/submit Sections I, II, and III.
- Protection, Health and Safety (PHS)--complete/submit Section I and Attachment PHS.
- Capital Renewal Project--complete/submit Section I and the three forms in the Architect Forms section of this manual. (Note: two of these should be completed by the architect.)

## **Section I (submit for ALL project approval requests)**

- A. Board of trustees action--attach a copy of the local board's resolution and certified minutes
- B. A detailed description of the project's programmatic justification (*complete the narration section and attach*)
- C. A detailed description identifying the scope of work to be accomplished (*complete the narration section and attach*)
- D. Board of trustees approved budget (*use the appropriate format on Attachment #1--top half of form for any project except PHS and bottom half of form for PHS projects only*)
- E. Funding source (*use the appropriate format on Attachment #2*)

- F. Locally funded project budget and certification form (Attachment #3) OR Attachment PHS.

**Section II**

- A. Is the requested project included in the District Site and Construction Master Plan? (See ICCB Rule 1501.602c for a definition of such a plan) Yes \_\_\_\_\_ No \_\_\_\_\_

If no, please update your District's Site and Construction Master Plan and submit to the ICCB. Anticipated date of completion

- B. Submit the new square footage allocation (*use Square Footage Summary Attachment*) (*If land acquisition only then not necessary to complete this form*)

- C. Has the site been determined professionally to be suitable for construction purposes?  
Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, how was suitability determined (i.e., soil borings, inspection for hazardous materials, etc.)

**Section III**

- A. Submit the new square footage or the remodeled square footage allocation (*use Square Footage Summary Attachment*)

## **Programmatic Justification**

Provide an explanation of the programmatic impact of the proposed project.

Foundation Hall, Bookstore and Workforce Development Center at Frontier College do not have Fire Alarm Systems. The Activity Annex at Lincoln Trail College does not have a Fire Alarm system. IBC 907.2.3

The Crisp Educational Center at Lincoln Trail College requires constant monitoring and repair to maintain operation. Media Center/Science Building at Wabash Valley College is missing several required initiating and indicating devices. Fire sprinkler system in theater at Olney Central College is not connected to the fire alarm system. IPMC 704.1

Water heater at Industrial Annex at Lincoln Trail College is powered by a cord with a plug and not hard-wired. Electrical distribution panels and disconnects are located too close to plumbing appurtenances in the Hart Student Center and the Industrial Studies Building. Electrical service panel at the Maintenance Building at Wabash Valley College missing the panel front and is in a state of disrepair. IPMC 605.1

## **Scope of Work**

Provide an explanation of the specific work to be performed as part of this project.

This PHS project will install Fire Alarm Systems in Foundation Hall, the Bookstore and the Workforce Development Center at Frontier College and will add devices to the fire alarm system at the Media Center/Science Building at Wabash Valley College. It will also tie the sprinkler system for the theater at Olney Central College to the fire alarm system there as well as replace the fire alarm system in the Crisp Educational Center and install a fire alarm system in the Activity Annex at Lincoln Trail College. The project will also repair the power supply to the water heater in the Industrial Annex at Lincoln Trail College, relocate the existing main distribution panel in the Hart Student Center, relocate electrical disconnect located too close to the air gap fitting on domestic water backflow preventer in the Industrial Studies Building and replace the main distribution panel at the Maintenance Building at Wabash Valley College. The project will also provide site lighting along the pedestrian path from the Olney Central Campus Core to the student housing located to the southwest of the campus. All of this work will be completed under a single project.

## Attachment #1 Project Budget

**Check One: (LOCALLY FUNDED -other than Protection, Health, and Safety- see below)**

- New Construction**
- Remodeling**

**Project Name** \_\_\_\_\_

	Budget Amounts	
	New Construction	Remodeling
Land		N/A
Site Development		N/A
Construction (including Fixed Equipment)		
Mechanical		
Electrical		
General Conditions		
Contingency (10%)		
A/E Professional Fees		
Total		

Approved by the \_\_\_\_\_ Board of Trustees

Date \_\_\_\_\_

Signed \_\_\_\_\_, Chairperson

\_\_\_\_\_, Secretary

**Protection, Health, and Safety Project Name** \_\_\_\_\_

	Budget Amounts
Project Costs	\$460,142
Contingency	\$ 46,014
A/E Professional Fees	\$ 50,616
Total	\$556,772

## Attachment #2 Funding Source

**District/College Name** Illinois Eastern Community Colleges District 529

**Project Name** Electrical Repairs/Improvements – FCC, LTC, OCC & WVC

**Check the source(s) of funds:**

Available fund balance \_\_\_\_\_ Fund name(s): \_\_\_\_\_  
(Including excess funds from  
previously approved protection,  
health, and safety projects)

Bond Proceeds \_\_\_\_\_  Type of bond issuance(s) Protection, Health & Safety (Issue Pending)  
(including protection, health,  
and safety bonds)

Protection, Health, and \_\_\_\_\_ Tax rate/fiscal year: \_\_\_\_\_  
Safety Tax Levy(ILCS 805/3-  
20.3.01)

Contract for Deed \_\_\_\_\_ Term of Contract for Deed in months: \_\_\_\_\_  
(ILCS 805/3-36)

Lending Arrangement with a \_\_\_\_\_ Term of Lending Arrangements in months: \_\_\_\_\_  
Financial Institution  
(ILCS 805/3-37)

Lease Agreement \_\_\_\_\_ Term of Lease in months: \_\_\_\_\_  
(ILCS 805/3-38)

Capital Renewal Funding \_\_\_\_\_ Proposed Fiscal Year Source(s): \_\_\_\_\_

**Protection, Health, and Safety Signature/Certification Page**

	<u>Check if Applicable</u>
Budget Certification (see attachment, always required)	<u>    X    </u>
Structural Integrity Certification (see attachment, if applicable)	<u>          </u>
Energy Conservation Certification (see attachment, if applicable)	<u>          </u>
Feasibility Study Identifying Need of the Project (district generated document)	<u>          </u>
Other District Documentation to Support the Justification of this Project	<u>          </u>

We certify we have examined this application for the approval of a protection, health, and safety project, as defined in the project narration (programmatic and scope), the certifications listed above and any other documentation which may support this project as being eligible to be funded through a protection, health, and safety tax levy or from the proceeds of a protection, health, and safety bond issuance, as referenced in Attachment #2 (Funding Source).

Further, we certify the Board has approved the architect’s recommended budget, as referenced in Attachment #1 (Project Budget) and this project(s) meets the requirements of 110 ILCS 805/3-20.3.01 of the Act for proposed project(s) to make repairs or alterations which provide for the protection, health, and safety of students, faculty, and visitors.

Approved by the Illinois Eastern Community Colleges Board of Trustees

Date \_\_\_\_\_

Signed \_\_\_\_\_, Chairperson

\_\_\_\_\_, Secretary



**PROTECTION, HEALTH, AND SAFETY PROJECT**

**Budget and Certification**

Name and address of architect/engineer providing the estimate:

Design Architects, Inc.  
601 N. Bruns Lane  
Springfield, Illinois 62702

I certify that the recommended construction project description and cost figures referred to herein were prepared by me or under my supervision, and to the best of my knowledge the description of the existing conditions and cost funds are true and accurate. I further certify that the project has been designed to meet the codes and standards required in Illinois Community College Board Rule 1501.608 and meets the qualifications for an eligible protection, health, and safety project as defined in Section 3-20.3.01 of the Public Community College Act.

\_\_\_\_\_  
Architect/Engineer's Signature

Date 8/12/2014

001-017775

Illinois Registration or License Number

Seal

Proposed budget: Use Attachment #1 and provide additional budget information on a separate sheet of paper, if necessary, to further explain the project budget.

Fire Alarm - FCC, LTC, & WVC	\$193,142
Misc. Repairs/Improvements – LTC & WVC	\$67,000
Site Lighting Installation - OCC	<u>\$200,000</u>
Subtotal	\$460,142
Contingency	\$46,014
Fees	<u>\$50,616</u>
TOTAL	\$556,772

**Resolution to Approve PHS Construction Projects**

WHEREAS, pursuant to the provisions of the statutes of the State of Illinois, Community College District No. 529 (hereinafter referred to as IECC) is authorized to complete necessary projects dealing with handicapped accessibility of students, employees, or visitors, and,

WHEREAS, there is a need for repair and alteration of certain facilities of Illinois Eastern Community College District No. 529; and

WHEREAS, the board has received reports from a licensed professional architect/engineer that there are projects at IECC which require repair and alterations, as defined in ICCB Rule 1501.601; and,

WHEREAS, Section 3-20.3-01 of the Public Community College Act authorizes the Board of Trustees, by proper resolution which specifically identifies the projects, to sell protection health and safety bonds, not to exceed 4.5 million dollars, for such repairs or alterations and levy a tax sufficient to retire said outstanding bond issue over a period of years; and,

WHEREAS, the projects recommended for repair and alterations are:

Electrical Upgrades – District-Wide                                    \$556,772

WHEREAS, the Board certifies these projects also meet the requirements of 805/3-20.3.01 of the Public Community College Act and are necessary projects for Americans with Disabilities Act of 1990 or handicapped accessibility and not routine maintenance projects.

NOW, be it resolved by the Board of Trustees of Community College District 529 as follows:

1. The recitals set forth above are incorporated herein and made a part hereof.
2. The physical facilities described in the projects set forth above require alterations or repair and are necessary to remove accessibility barriers to the students, employees, or visitors to IECC.
3. There are not sufficient funds available in the Operations & Maintenance Fund of IECC to complete the projects set forth above.
4. The cost of the projects above, as determined in the certified estimate of a licensed architect, is not less than \$25,000.
5. Properly completed application forms shall be completed and forwarded to the Illinois Community College Board for approval.

Resolution adopted by roll call vote this 19<sup>th</sup> day of August 2014.

Approved:                    Chairman \_\_\_\_\_

Secretary \_\_\_\_\_

**CAPITAL PROJECT APPLICATION FORM**  
(One Application Form per Project)

District/College and District # Illinois Eastern Community Colleges District 529  
Contact Person Mr. Roger Browning Phone # 618-393-2982  
Project Title General PHS Improvements – FCC, LTC, OCC & WVC  
Project Budget \$ 728,541 ( ) check  here if the proposed project is to be financed with a combination of local, state, federal, foundation gifts, etc and disclose on funding attachment 2  
Date August 12, 2014

**Application Type (check the appropriate application type and follow instructions):**

- Site acquisition-- see ICCB administrative rule 1501.604 d) or g) for additional material requirements and check here \_\_\_\_\_. (If this is a site acquisition and only land is being acquired ---no building--- then check here \_\_\_\_\_) –complete/submit Sections I and II with additional material requirements (if acquisition includes remodeling or new construction then you should also check the other appropriate application type and include description in the narrative portion of the application)
- Locally Funded New Construction--complete/submit Sections I and II.
- Locally Funded Remodeling--complete/submit Sections I and III.
- Locally Funded New Construction and Remodeling--complete/submit Sections I, II, and III.
- Protection, Health and Safety (PHS)--complete/submit Section I and Attachment PHS.
- Capital Renewal Project--complete/submit Section I and the three forms in the Architect Forms section of this manual. (Note: two of these should be completed by the architect.)

**Section I (submit for ALL project approval requests)**

- A. Board of trustees action--attach a copy of the local board's resolution and certified minutes
- B. A detailed description of the project's programmatic justification (*complete the narration section and attach*)
- C. A detailed description identifying the scope of work to be accomplished (*complete the narration section and attach*)
- D. Board of trustees approved budget (*use the appropriate format on Attachment #1--top half of form for any project except PHS and bottom half of form for PHS projects only*)
- E. Funding source (*use the appropriate format on Attachment #2*)

- F. Locally funded project budget and certification form (Attachment #3) OR Attachment PHS.

**Section II**

- A. Is the requested project included in the District Site and Construction Master Plan? (See ICCB Rule 1501.602c for a definition of such a plan) Yes \_\_\_\_\_ No \_\_\_\_\_

If no, please update your District's Site and Construction Master Plan and submit to the ICCB. Anticipated date of completion

- B. Submit the new square footage allocation (*use Square Footage Summary Attachment*) (*If land acquisition only then not necessary to complete this form*)

- C. Has the site been determined professionally to be suitable for construction purposes?  
Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, how was suitability determined (i.e., soil borings, inspection for hazardous materials, etc.)

**Section III**

- A. Submit the new square footage or the remodeled square footage allocation (*use Square Footage Summary Attachment*)

## **Programmatic Justification**

Provide an explanation of the programmatic impact of the proposed project.

Low energy operators are not properly operating and/or not present where needed and fire alarm pull stations are mounted outside of the acceptable height range for accessibility at Frontier Community College. IAC

Concrete sidewalks at all four campuses have areas that have heaved due to freeze/thaw cycles or where the surface is damaged and broken. IAC & IPMC 305.4

Miscellaneous egress issues are present including exit devices that require excessive force to operate, doors that stick in frames, uneven walking surfaces in the egress pathway, and obstacles present in egress path. IPMC 304.15, 305.4 & 702.1.

Lincoln Trail, Olney Central and Wabash Valley Colleges all have various plumbing/heating issues to be addressed. These include replacement of domestic water heaters that have exceeded their expected useful life, repair/replacement of failing pool heaters, replacement of hot water boiler used for heating, replacement of failed hot water circulating pumps, and installation of emergency gas shutoff controls in 9 science labs. IPMC 303.1, 504.1, 505.4, 602.3 & 603.1.

Wabash Valley College has two areas where surface water runoff is entering buildings and must be redirected. IPMC 302.2.

The Activity Annex at Lincoln Trail is in a severe state of disrepair and is not suitable for student use without substantial renovation. IPMC 302.3, 304.1, 304.7, 304.15, 304.18.2, 305.1, 305.3, 305.6, 402.1, 403.2, 503.1, 504.1, 505.1, 603.1, 604.3 & 702.1.

Repair concrete column at main entrance of Wattleworth Hall. IPMC 304.1.

## **Scope of Work**

Provide an explanation of the specific work to be performed as part of this project.

This PHS project will provide and repair low energy operators as needed at FCC, provide for selective sidewalk replacement at all four campuses, address egress requirements by replacing/installing doors/frames/hardware where required, replace one domestic water heater at LTC, replace/repair pool heaters at LTC and WVC, replace one hot water boiler for the Auto Body Building at OCC, replace the hot water circulating pumps in the Media Center/Science Building at WVC and provide for the installation of emergency gas shutoffs in nine science labs at LTC and WVC. This project will also provide for the installation of drainage and regrading at two locations at WVC, repair a structural concrete column at the main entrance of Wattleworth Hall at OCC and renovate the Activity Annex at LTC for continued student occupancy. All of this work will be completed under a single project.

## Attachment #1 Project Budget

**Check One: (LOCALLY FUNDED -other than Protection, Health, and Safety- see below)**

- New Construction**
- Remodeling**

**Project Name** \_\_\_\_\_

	Budget Amounts	
	New Construction	Remodeling
Land		N/A
Site Development		N/A
Construction (including Fixed Equipment)		
Mechanical		
Electrical		
General Conditions		
Contingency (10%)		
A/E Professional Fees		

Total

Approved by the \_\_\_\_\_ Board of Trustees

Date \_\_\_\_\_

Signed \_\_\_\_\_, Chairperson

\_\_\_\_\_, Secretary

**Protection, Health, and Safety Project Name** \_\_\_\_\_

	Budget Amounts
Project Costs	\$602,100
Contingency	\$ 60,210
A/E Professional Fees	\$ 66,231
 Total	 \$728,541

## Attachment #2 Funding Source

District/College Name \_\_\_\_\_

Project Name \_\_\_\_\_

**Check the source(s) of funds:**

Available fund balance  
(Including excess funds from  
previously approved protection,  
health, and safety projects)

Fund name(s):

Bond Proceeds  
(including protection, health,  
and safety bonds)

Type of bond issuance(s): Protection, Health & Safety (Issue Pending)

Protection, Health, and  
Safety Tax Levy  
(ILCS 805/3-20.3.01)

Tax rate/fiscal year:

Contract for Deed  
(ILCS 805/3-36)

Term of Contract for Deed in months:

Lending Arrangement with a  
Financial Institution  
(ILCS 805/3-37)

Term of Lending Arrangements in months:

Lease Agreement  
(ILCS 805/3-38)

Term of Lease in months:

Capital Renewal Funding

\_\_\_\_\_ Proposed Fiscal Year Source(s): \_\_\_\_\_



**Protection, Health, and Safety Signature/Certification Page**

	<u>Check if Applicable</u>
Budget Certification (see attachment, always required)	X
Structural Integrity Certification (see attachment, if applicable)	_____
Energy Conservation Certification (see attachment, if applicable)	_____
Feasibility Study Identifying Need of the Project (district generated document)	
Other District Documentation to Support the Justification of this Project	

We certify we have examined this application for the approval of a protection, health, and safety project, as defined in the project narration (programmatic and scope), the certifications listed above and any other documentation which may support this project as being eligible to be funded through a protection, health, and safety tax levy or from the proceeds of a protection, health, and safety bond issuance, as referenced in Attachment #2 (Funding Source).

Further, we certify the Board has approved the architect's recommended budget, as referenced in Attachment #1 (Project Budget) and this project(s) meets the requirements of 110 ILCS 805/3-20.3.01 of the Act for proposed project(s) to make repairs or alterations which provide for the protection, health, and safety of students, faculty, and visitors.

Approved by the Illinois Eastern Community College Board of Trustees

Date \_\_\_\_\_

Signed \_\_\_\_\_, Chairperson

\_\_\_\_\_, Secretary

**PROTECTION, HEALTH, AND SAFETY**

**PROJECT Certification for Energy Conservation**

Name and address of architect/engineer providing the estimate:

I certify that the methods and calculations used to determine the estimated energy usage, cost savings, and payback period, as submitted in the attached, meet or exceed those prescribed by industry standards. I further certify that the historic energy costs used in these calculations reflect accurately those of the college.

Architect/Engineer's Signature

Date 8/12/2014      —

001-017775

Illinois Registration or License Number

Seal

ADA Compliance Work – FCC, LTC, OCC & WVC	\$90,750
Plumbing/Heating Work – LTC, OCC & WVC	\$118,500
Activity Annex Renovation – LTC	\$300,000
<u>Misc. Repairs – FCC, LTC, OCC &amp; WVC</u>	<u>\$92,850</u>
Subtotal	\$602,100
Contingency	\$60,210
Fees	<u>\$66,231</u>
TOTAL	\$728,541



**Agenda Item #8C**

**Lease of Fitness Center/Theatre – FCC**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: August 19, 2014  
RE: Lease of Fitness Center/Theatre – FCC

The Frontier Community College Foundation has purchased the Fitness Center/Theatre which is located on property adjoining the campus of Frontier Community College. The college will be utilizing the facility for their athletic program, since the building contains locker room and shower facilities.

The Foundation has agreed that the Fitness Center/Theatre can be used by the college in exchange for the college providing maintenance of the exterior and interior, janitorial services, telephone, insurance, and utilities.

The Foundation has agreed to a one year lease with the District.

I ask the Board's approval of the attached lease.

TLB/rs

Attachment

**LEASE**

WHEREAS, the Frontier Community College Foundation, hereinafter Foundation, purchased a facility commonly known as Fitness Center/Theatre, located adjacent to the campus of Frontier Community College, for the use of the Foundation and Illinois Eastern Community College District #529/Frontier Community College, hereinafter the College.

WHEREAS, the Foundation agrees to lease the property to the College from July 28, 2014 until June 30, 2015.

WHEREAS, the Foundation agrees to allow the College access and usage of the facility for students, staff, and Board of Trustee activities,

WHEREAS, the College agrees to provide maintenance to the building's interior and exterior, and to provide janitorial services, telephone, insurance, and utilities to the Fitness Center/Theatre from the budget at Frontier Community College,

WHEREAS, the Foundation and College plan to make certain leasehold improvements to the facility, the parties agree that such improvements will become the property of the College.

WHEREAS, the Foundation agrees that any fixtures purchased and installed by the College will remain the property of the College. At the termination of this agreement, the College shall be allowed to remove such fixtures if such removal does not cause substantial damage to the facility.

THEREFORE, be it resolved by the College and the Foundation that the parties agree to the conditions set forth above.

\_\_\_\_\_  
Chairman  
Board of Trustees  
Illinois Eastern Community College  
District #529

\_\_\_\_\_  
President  
Frontier Community College Foundation

Adopted this 19<sup>th</sup> day of August, 2014

Adopted this 19th day of August, 2014

**Agenda Item #8D**

**POW\*MIA Chair**

**Agenda Item #8D**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: August 19, 2014  
RE: POW\*MIA Chair

The local chapter of POW\*MIA has asked permission to place a Chair of Honor at each of the four colleges. The presentation would include an outdoor Chair of Honor, which includes an all-weather stadium seat, corner posts with chains, and a plaque stand.

The mission of the organization is to publicize POW\*MIA issues and to educate the public that many American Prisoners of War were left behind after all wars. According to research done by the organization, there were thirteen names of POW\*MIA's district-wide, including nine men who died while in captivity, three MIA's and one POW whose remains were disputed. These names were from the Korean and Vietnam conflicts, and the organization is working to discover the names from WWI and WWII.

The placement of this chair of honor addresses the mission of the POW\*MIA organization, which has agreed to maintain the chair.

I ask the Board's approval to place a Chair of Honor. A picture of the proposed POW\*MIA Chair of Honor will be distributed at the Board meeting.

TLB/rs

Attachment



**Agenda Item #8E**

**Articulation Agreement with SIU-C – B.S. in Accounting**

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: August 19, 2014

RE: Program Articulation Agreement between IECC and Southern Illinois University-Carbondale

The following Program Articulation Agreement between IECC and Southern Illinois University-Carbondale will allow IECC Associate in Science and Arts graduates who meet SIUC entrance requirements to be considered, based on space availability, for admission into SIUC's Bachelor of Science degree in Accounting in the College of Business.

This Program Articulation Agreement will allow IECC and SIUC to form a cooperative relationship to better serve our students by facilitating transfer, minimizing duplication of instruction and build on community college and university learning experiences.

The agreement shall be in effect as of the date upon approval of both parties, and shall automatically renew until either party terminates this agreement by sending written notification of such termination to the other party no less than 90 days prior to the end of the semester in effect at the time.

I ask the Board's approval of this Program Articulation Agreement between IECC and SIUC.

TLB/rs

Attachment

PROGRAM ARTICULATION AGREEMENT  
BETWEEN  
ILLINOIS EASTERN COMMUNITY COLLEGES  
OLNEY, IL

AND

SOUTHERN ILLINOIS UNIVERSITY CARBONDALE  
CARBONDALE, IL

In an effort to provide a continued, articulated higher education baccalaureate degree program that will build on community college and university learning experiences, and also eliminate duplication of instruction, this agreement is set forth between and the Board of Trustees of Southern Illinois University on behalf of Southern Illinois University Carbondale.

I. TRANSFER REQUIREMENTS

- A. All graduates of Illinois Eastern Community Colleges with an Associate of Science and Arts (A.S.A.) degree and meeting SIU Carbondale admission requirements will be considered for admission into SIU Carbondale's Bachelor of Science (B.S.) degree in Accounting (ACCT) in the College of Business based upon the Departments enrollment criteria and space availability.
- B. An Illinois Eastern Community Colleges graduate receiving an Associate of Science and Arts degree will be considered for admission into SIU Carbondale's Accounting (ACCT) program in the College of Business if the following are met:
1. The student has earned a minimum of 60 semester hours transferable to SIU Carbondale
  2. The student has earned an overall grade point average (GPA) of 2.0 or above (4.0 scale) for his or her collegiate work as calculated by SIU Carbondale's grading regulations
  3. Confirmation by the SIU Carbondale College of Business that the student has satisfactorily completed the following courses as part of the A.S.A. degree at Illinois Eastern Community Colleges:
    - ECN 2101-3, *Principles of Macroeconomics*
    - ECN 2102-3, *Principle of Microeconomics*
    - PSY 1101-3 or SOC 2101-3, *General Psychology I* or *Principles of Sociology*
    - MTH 1151-3, *Finite Math*
    - ACC 2101-4, *Financial Accounting*

- ACC 2102-4, *Managerial Accounting*
- BMG 2103-3, *Business Statistics*
- MTH 1152-4, *Applied Calculus*
- ENG 1212-3, *Technical Writing*

- C. Illinois Eastern Community Colleges students transferring to the Accounting (ACCT) baccalaureate degree program at SIU Carbondale who have not completed all of his or her Associate of Science and Arts degree requirements at Illinois Eastern Community Colleges will have their related coursework evaluated on a course-by-course basis by the appropriate SIU Carbondale department.
- D. Students will be required to complete 42 senior institution hours at the 300-400 course level, with the last 30 such senior institution hours being at SIU Carbondale for residency purposes. Those students enrolled in an approved program delivered by SIU Carbondale Extended Campus will have completed the residency requirement for the University upon completion of all courses required by the program. All students will be required to complete at least 120 hours with an overall GPA of 2.0 on a 4.0 scale to receive a Bachelor of Science degree in Accounting (ACCT). Coursework may include University Core Curriculum as well as Accounting (ACCT) major courses.

## II. COURSE DELIVERY

- A. Delivery of courses and programs will be based on mutual agreement between the parties (as specified in the SIU Carbondale program) provided there is a minimum class enrollment in each course adequate to meet expenses. Courses with inadequate enrollment may be subject to cancellation. SIU Carbondale shall notify Illinois Eastern Community Colleges of any cancellation due to inadequate enrollment.
- B. SIU Carbondale will perform registration and advisement counseling as needed to support the courses offered. SIU Carbondale will designate an individual(s) as a concurrent enrollment liaison to work in conjunction with Illinois Eastern Community Colleges and students as needed. Advisement about program requirements will be provided by the academic college offering the courses/programs.
- C. SIU Carbondale will obtain all permission and approvals necessary to teach these courses in the State of Illinois.

- D. SIU Carbondale reserves the right to approve and edit all news releases, advertising and other public announcements and information pieces relating to the performance of this Agreement.
  - E. This agreement permits students to enroll concurrently at SIU Carbondale and Illinois Eastern Community Colleges to complete the degree.
- III. ILLINOIS EASTERN COMMUNITY COLLEGES DUTIES: ILLINOIS EASTERN COMMUNITY COLLEGES SHALL BE RESPONSIBLE FOR THE FOLLOWING OBLIGATIONS AND CONDITIONS:
- A. Subject to federal and state guidelines, Illinois Eastern Community Colleges will be considered the home institution for the purpose of processing Financial Aid until such time that the student either graduates or severs ties with Illinois Eastern Community Colleges.
  - B. Designate in writing a person or persons as point of contact between Illinois Eastern Community Colleges and SIU Carbondale on all matters relating to the courses delivered.
  - C. Reserve the right to approve and edit all news releases, advertising and other public announcements and information pieces relating to the performance of this Agreement.
  - D. Permit students to enroll concurrently at SIU Carbondale and Illinois Eastern Community Colleges to complete a degree.
  - E. Assist in the identification of interested and eligible students.
- IV. PROGRAM ARTICULATION COMMUNICATION
- A. An SIU Carbondale College of Business, Accounting (ACCT) representative will communicate periodically with Illinois Eastern Community Colleges personnel for general advisement and degree planning purposes.
  - B. Upon successful completion of all degree requirements, and following all policies and regulations stated in the program and SIU Carbondale guidelines, Illinois Eastern Community Colleges students will be eligible to receive the Bachelor of Science degree in Accounting (ACCT), College of Business, Southern Illinois University Carbondale.

- C. Should changes occur in course or program content, the institution making the change agrees to notify the other institution in writing so that this agreement can be re-evaluated. Notice of changes shall be given at least 45 days prior to the beginning of the semester when the change is implemented.
- D. The parties acknowledge that many student educational records are protected by the Family Education 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 parties agree that access to and release of student records shall be in accordance with FERPA.
- E. This agreement is subject to change by legislative action, the Department of Education, the Southern Illinois University Board of Trustees, or the Illinois Eastern Community Colleges Board of Trustees.
- F. Indemnification:
  - 1. To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, SIU Carbondale shall indemnify and hold harmless Illinois Eastern Community Colleges, its agents and employees, from any claims, demands, or causes of action arising out of the negligent acts or omissions of SIU Carbondale, its agents or employees, in the performance of SIU Carbondale's obligations under this Agreement.
  - 2. To the extent permitted by law, Illinois Eastern Community Colleges shall indemnify and hold harmless SIU Carbondale, its agents and employees, from any claims, demands, or causes of action arising out of negligent acts or omissions of the College, its agents or employees, in the performance of the College's obligations under this Agreement.
- G. Reasonable efforts will be made to resolve problems with student(s) through discussions with the student's program instructor, supervisor, and SIU Carbondale's faculty members; however SIU Carbondale reserves the right to remove any student from enrollment at SIU Carbondale upon the determination that the student is unable or unwilling to fulfill the requirements of SIU Carbondale's educational program and mission, including but not limited to the rules and regulations of Southern Illinois University Carbondale, the policies of the Board of Trustees of SIU Carbondale, and the SIU Carbondale Student Conduct Code. SIU Carbondale shall also have the right to withdraw any student from its educational degree program in accordance with its academic requirements, including but not limited to unsatisfactory academic performance and/or social misconduct.

- H. Neither party will discriminate against any applicant or student in the nomination, selection, or training because of religion, race, sex, sexual orientation, creed, handicap, national origin, or age.
- I. Notices should be mailed to the following addresses by first class mail in order to fulfill any notice or revision of requirements under this Agreement:

For SIU Carbondale: Jill Gebke, Assistant Dean of Student Services  
College of Business  
Southern Illinois University Carbondale  
Mail Code 4619  
Rehn Hall, 113D  
Carbondale, IL 62901-4609  
Phone: 618-453-7487

For Illinois Eastern Community Colleges: Chris Cantwell, Dean  
Academic & Student Support Services  
Chief Academic Officer  
Illinois Eastern Community Colleges  
233 E. Chestnut Street  
Olney, IL 62450  
Phone: (618) 393-2982 Ext. 5510  
Email: cantwellc@iecc.edu

This Agreement shall be in effect as of the date of signature and shall automatically renew until either party terminates this Agreement by sending written notification of such termination to the other party no less than ninety (90) days prior to the end of the semester in effect at the time. Termination shall be effected at the end of the 90 Day Notice periods, provided that no additional students shall be accepted into the program upon the non-terminating party's receipt of the 90 day notice of termination and no qualified student then-enrolled in the program shall be deprived the opportunity to complete the program requirements due to termination.

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

ILLINOIS EASTERN COMMUNITY COLLEGES

\_\_\_\_\_  
Chris Cantwell, Dean of Academic & Student Support Services  
Chief Academic Officer  
Illinois Eastern Community Colleges

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. G. Andrew, Fisher, Chairman, IECC Board of Trustees  
Illinois Eastern Community Colleges

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Terry Bruce, Chief Executive Officer  
Illinois Eastern Community Colleges

\_\_\_\_\_  
Date

SOUTHERN ILLINOIS UNIVERSITY CARBONDALE

Board of Trustees of Southern Illinois University

By \_\_\_\_\_  
Dr. Paul D. Sarvela  
Acting Chancellor  
Southern Illinois University Carbondale

\_\_\_\_\_  
Date



**Agenda Item #8F**

**Articulation Agreement SIU-C – B.S. in Business & Administration**

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: August 19, 2014

RE: Program Articulation Agreement between IECC and Southern Illinois University-Carbondale

The following Program Articulation Agreement between IECC and Southern Illinois University-Carbondale will allow IECC Associate in Science and Arts graduates who meet SIUC entrance requirements to be considered, based on space availability, for admission into SIUC's Bachelor of Science degree in Business and Administration in the College of Business.

This Program Articulation Agreement will allow IECC and SIUC to form a cooperative relationship to better serve our students by facilitating transfer, minimizing duplication of instruction and build on community college and university learning experiences.

The agreement shall be in effect as of the date upon approval of both parties, and shall automatically renew until either party terminates this agreement by sending written notification of such termination to the other party no less than 90 days prior to the end of the semester in effect at the time.

I ask the Board's approval of this Program Articulation Agreement between IECC and SIUC.

TLB/rs

Attachment

PROGRAM ARTICULATION AGREEMENT  
BETWEEN  
ILLINOIS EASTERN COMMUNITY COLLEGES  
OLNEY, IL

AND

SOUTHERN ILLINOIS UNIVERSITY CARBONDALE  
CARBONDALE, IL

In an effort to provide a continued, articulated higher education baccalaureate degree program that will build on community college and university learning experiences, and also eliminate duplication of instruction, this agreement is set forth between and the Board of Trustees of Southern Illinois University on behalf of Southern Illinois University Carbondale.

I. TRANSFER REQUIREMENTS

- A. All graduates of Illinois Eastern Community Colleges with an Associate in Science and Arts (A.S.A.) degree and meeting SIU Carbondale admission requirements will be considered for admission into SIU Carbondale's Bachelor of Science (B.S.) degree in Business and Administration (BNAD) in the College of Business based upon the Departments enrollment criteria and space availability.
- B. An Illinois Eastern Community Colleges graduate receiving an A.S.A. degree will be considered for admission into SIU Carbondale's Business and Administration (BNAD) program in the College of Business if the following are met:
1. The student has earned a minimum of 60 semester hours transferable to SIU Carbondale
  2. The student has earned an overall grade point average (GPA) of 2.0 or above (4.0 scale) for his or her collegiate work as calculated by SIU Carbondale's grading regulations
  3. Confirmation by the SIU Carbondale College of Business that the student has satisfactorily completed the following courses as part of the A.S.A degree at Illinois Eastern Community Colleges:
    - ECN 2101-3, *Principles of Macroeconomics*
    - ECN 2102-3, *Principle of Microeconomics*
    - PSY 1101-3 or SOC 2101-3, *General Psychology I* or *Principles of Sociology*
    - MAT 1151-3, *Finite Math*
    - ACC 2101-4, *Financial Accounting*

- ACC 2102-4, *Managerial Accounting*
- BMG 2103-3, *Business Statistics*
- MTH 1152-4, *Applied Calculus*
- ENG 1212-3, *Technical Writing*

C. Illinois Eastern Community Colleges students transferring to the Business and Administration (BNAD) baccalaureate degree program at SIU Carbondale who have not completed all of his or her Associate of Science and Arts degree requirements at Illinois Eastern Community Colleges will have their related coursework evaluated on a course-by-course basis by the appropriate SIU Carbondale department.

D. Students will be required to complete 42 senior institution hours at the 300-400 course level, with the last 30 such senior institution hours being at SIU Carbondale for residency purposes. Those students enrolled in an approved program delivered by SIU Carbondale Extended Campus will have completed the residency requirement for the University upon completion of all courses required by the program. All students will be required to complete at least 120 hours with an overall GPA of 2.0 on a 4.0 scale to receive a Bachelor of Science degree in Business and Administration (BNAD). Coursework may include University Core Curriculum as well as Business and Administration (BNAD) major courses.

## II. COURSE DELIVERY

E. Delivery of courses and programs will be based on mutual agreement between the parties (as specified in the SIU Carbondale program) provided there is a minimum class enrollment in each course adequate to meet expenses. Courses with inadequate enrollment may be subject to cancellation. SIU Carbondale shall notify Illinois Eastern Community Colleges of any cancellation due to inadequate enrollment.

F. SIU Carbondale will perform registration and advisement counseling as needed to support the courses offered. SIU Carbondale will designate an individual(s) as a concurrent enrollment liaison to work in conjunction with Illinois Eastern Community Colleges and students as needed. Advisement about program requirements will be provided by the academic college offering the courses/programs.

G. SIU Carbondale will obtain all permission and approvals necessary to teach these courses in the State of Illinois.

- H. SIU Carbondale reserves the right to approve and edit all news releases, advertising and other public announcements and information pieces relating to the performance of this Agreement.
  - I. This agreement permits students to enroll concurrently at SIU Carbondale and Illinois Eastern Community Colleges to complete the degree.
- III. ILLINOIS EASTERN COMMUNITY COLLEGES DUTIES: ILLINOIS EASTERN COMMUNITY COLLEGES SHALL BE RESPONSIBLE FOR THE FOLLOWING OBLIGATIONS AND CONDITIONS:
- J. Subject to federal and state guidelines, Illinois Eastern Community Colleges will be considered the home institution for the purpose of processing Financial Aid until such time that the student either graduates or severs ties with Illinois Eastern Community Colleges.
  - K. Designate in writing a person or persons as point of contact between Illinois Eastern Community Colleges and SIU Carbondale on all matters relating to the courses delivered.
  - L. Reserve the right to approve and edit all news releases, advertising and other public announcements and information pieces relating to the performance of this Agreement.
  - M. Permit students to enroll concurrently at SIU Carbondale and Illinois Eastern Community Colleges to complete a degree.
  - N. Assist in the identification of interested and eligible students.
- IV. PROGRAM ARTICULATION COMMUNICATION
- O. An SIU Carbondale College of Business, Business and Administration (BNAD) representative will communicate periodically with Illinois Eastern Community Colleges personnel for general advisement and degree planning purposes.
  - P. Upon successful completion of all degree requirements, and following all policies and regulations stated in the program and SIU Carbondale guidelines, Illinois Eastern Community Colleges students will be eligible to receive the Bachelor of Science degree in Business and Administration (BNAD), College of Business, Southern Illinois University Carbondale.

- Q. Should changes occur in course or program content, the institution making the change agrees to notify the other institution in writing so that this agreement can be re-evaluated. Notice of changes shall be given at least 45 days prior to the beginning of the semester when the change is implemented.
- R. The parties acknowledge that many student educational records are protected by the Family Education 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 parties agree that access to and release of student records shall be in accordance with FERPA.
- S. This agreement is subject to change by legislative action, the Department of Education, the Southern Illinois University Board of Trustees, or the Illinois Eastern Community Colleges Board of Trustees.
- T. Indemnification:
1. To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, SIU Carbondale shall indemnify and hold harmless Illinois Eastern Community Colleges, its agents and employees, from any claims, demands, or causes of action arising out of the negligent acts or omissions of SIU Carbondale, its agents or employees, in the performance of SIU Carbondale's obligations under this Agreement.
  2. To the extent permitted by law, Illinois Eastern Community Colleges shall indemnify and hold harmless SIU Carbondale, its agents and employees, from any claims, demands, or causes of action arising out of negligent acts or omissions of the College, its agents or employees, in the performance of the College's obligations under this Agreement.
- U. Reasonable efforts will be made to resolve problems with student(s) through discussions with the student's program instructor, supervisor, and SIU Carbondale's faculty members; however SIU Carbondale reserves the right to remove any student from enrollment at SIU Carbondale upon the determination that the student is unable or unwilling to fulfill the requirements of SIU Carbondale's educational program and mission, including but not limited to the rules and regulations of Southern Illinois University Carbondale, the policies of the Board of Trustees of SIU Carbondale, and the SIU Carbondale Student Conduct Code. SIU Carbondale shall also have the right to withdraw any student from its educational degree program in accordance with its academic requirements, including but not limited to unsatisfactory academic performance and/or social misconduct.

V. Neither party will discriminate against any applicant or student in the nomination, selection, or training because of religion, race, sex, sexual orientation, creed, handicap, national origin, or age.

W. Notices should be mailed to the following addresses by first class mail in order to fulfill any notice or revision of requirements under this Agreement:

For SIU Carbondale: Jill Gebke, Assistant Dean of Student Services  
College of Business  
Southern Illinois University Carbondale  
Mail Code 4619  
Rehn Hall, 113D  
Carbondale, IL 62901-4609  
Phone: 618-453-7487

For Illinois Eastern Community Colleges: Chris Cantwell, Dean  
Academic & Student Support Services  
Chief Academic Officer  
Illinois Eastern Community Colleges  
233 E. Chestnut Street  
Olney, IL 62450  
Phone: (618) 393-2982 Ext. 5510  
Email: cantwellc@iecc.edu

This Agreement shall be in effect as of the date of signature and shall automatically renew until either party terminates this Agreement by sending written notification of such termination to the other party no less than ninety (90) days prior to the end of the semester in effect at the time. Termination shall be effected at the end of the 90 Day Notice periods, provided that no additional students shall be accepted into the program upon the non-terminating party's receipt of the 90 day notice of termination and no qualified student then-enrolled in the program shall be deprived the opportunity to complete the program requirements due to termination.

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

ILLINOIS EASTERN COMMUNITY COLLEGES

\_\_\_\_\_  
Chris Cantwell, Dean, Academic & Student Support Services  
Chief Academic Officer  
Illinois Eastern Community Colleges

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. G. Andrew, Fisher, Chairman, IECC Board of Trustees  
Illinois Eastern Community Colleges

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dr. Terry Bruce, Chief Executive Officer  
Illinois Eastern Community Colleges

\_\_\_\_\_  
Date

SOUTHERN ILLINOIS UNIVERSITY CARBONDALE

Board of Trustees of Southern Illinois University

By \_\_\_\_\_  
Dr. Paul D. Sarvela  
Acting Chancellor  
Southern Illinois University Carbondale

\_\_\_\_\_  
Date



**Agenda Item #8G**

**Articulation Agreement with SIU-C – B.S. in Information Systems Technology**

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: August 19, 2014

RE: Program Articulation Agreement between IECC and Southern Illinois University-Carbondale

The following Program Articulation Agreement between IECC and Southern Illinois University-Carbondale will allow IECC Associate in Applied Science graduates in the Information Systems Technology degree at Olney Central College who meet SIUC entrance requirements to be considered, based on space availability, for admission into SIUC's Bachelor of Science degree in Information Systems Technologies in the College of Applied Sciences and Arts.

This Program Articulation Agreement will allow IECC and SIUC to form a cooperative relationship to better serve our students by facilitating transfer, minimizing duplication of instruction and build on community college and university learning experiences.

The agreement shall be in effect as of the date upon approval of both parties, and shall automatically renew until either party terminates this agreement by sending written notification of such termination to the other party no less than 90 days prior to the end of the semester in effect at the time.

I ask the Board's approval of this Program Articulation Agreement between IECC and SIUC.

TLB/rs

Attachment

PROGRAM ARTICULATION AGREEMENT  
BETWEEN  
ILLINOIS EASTERN COMMUNITY COLLEGES  
OLNEY, IL

AND

SOUTHERN ILLINOIS UNIVERSITY CARBONDALE  
CARBONDALE, IL

In an effort to provide a continued, articulated higher education baccalaureate degree program that will build on community college and university learning experiences, and also eliminate duplication of instruction, this agreement is set forth between Illinois Eastern Community College-Olney Central and the Board of Trustees of Southern Illinois University on behalf of Southern Illinois University Carbondale.

I. TRANSFER REQUIREMENTS

- A. All graduates of Illinois Eastern Community College-Olney Central with an Associate in Applied Science (A.A.S.) in Information Systems Technology and meeting SIU Carbondale admission requirements will be considered for admission into SIU Carbondale's Bachelor of Science (B.S.) degree in Information Systems Technologies (IST) in the College of Applied Sciences and Arts based upon the Departments enrollment criteria and space availability.
- B. A Illinois Eastern Community College-Olney Central graduate receiving an Associate in Applied Science degree in Information Systems Technology will be considered for admission into SIU Carbondale's Information Systems Technologies (IST) program in the College of Applied Sciences and Arts if the following are met:
  - 1. The student has earned a minimum of 60 semester hours transferable to SIU Carbondale
  - 2. The student has earned an overall grade point average (GPA) of 2.0 or above (4.0 scale) for his or her collegiate work as calculated by SIU Carbondale's grading regulations
  - 3. Confirmation by the SIU Carbondale College of Applied Sciences and Arts that the student has satisfactorily completed the following courses as part of the A.A.S. degree at Illinois Eastern Community College-Olney Central:
    - MATH 1103-3 or MATH 1131-3, *Liberal Arts Math* or *Intro to Statistics*

- SPE 1111-3 or SPE 1101-3, *Fundamentals of Effective Speaking or Interpersonal Communications*
- ENG 1111-3, *Composition I*
- Social Science or Humanities Elective-3

C. Acceptance into the Capstone Option reduces the University Core Curriculum for the A.A.S. degree recipient in Information Systems Technology at Illinois Eastern Community College-Olney Central pursuing the B.S. in Information Systems Technologies (IST) at SIU Carbondale to 30 semester hours. This, along with taking the courses listed above as part of the A.A.S. degree makes it possible for the student to complete the B.S. in Information Systems Technologies (IST) at SIU Carbondale in approximately 61 additional semester hours beyond the A.A.S. degree.

D. Illinois Eastern Community College-Olney Central students transferring to the Information Systems Technologies (IST) baccalaureate degree program at SIU Carbondale who have not completed all of his or her Associate in Applied Science degree requirements at Illinois Eastern Community College-Olney Central will have their related coursework evaluated on a course-by-course basis by the appropriate SIU Carbondale department. These students will also not be eligible to receive the Capstone Option benefits and will be considered based upon the Departments enrollment criteria and space availability.

E. Students will be required to complete 42 senior institution hours at the 300-400 course level, with the last 30 such senior institution hours being at SIU Carbondale for residency purposes. Those students enrolled in an approved program delivered by SIU Carbondale Extended Campus will have completed the residency requirement for the University upon completion of all courses required by the program. All students will be required to complete at least 120 hours with an overall GPA of 2.0 on a 4.0 scale to receive a Bachelor of Science degree in Information Systems Technologies (IST). Coursework may include University Core Curriculum as well as Information Systems Technologies (IST) major courses.

## II. COURSE DELIVERY

F. Delivery of courses and programs will be based on mutual agreement between the parties (as specified in the SIU Carbondale program) provided there is a minimum class enrollment in each course adequate to meet expenses. Courses with inadequate enrollment may be subject to cancellation. SIU Carbondale shall

notify Illinois Eastern Community College-Olney Central of any cancellation due to inadequate enrollment.

- G. SIU Carbondale will perform registration and advisement counseling as needed to support the courses offered. SIU Carbondale will designate an individual(s) as a concurrent enrollment liaison to work in conjunction with Illinois Eastern Community College-Olney Central and students as needed. Advisement about program requirements will be provided by the academic college offering the courses/programs.
  - H. SIU Carbondale will obtain all permission and approvals necessary to teach these courses in the State of Illinois.
  - I. SIU Carbondale reserves the right to approve and edit all news releases, advertising and other public announcements and information pieces relating to the performance of this Agreement.
  - J. This agreement permits students to enroll concurrently at SIU Carbondale and Illinois Eastern Community College-Olney Central to complete the degree.
- III. ILLINOIS EASTERN COMMUNITY COLLEGES DUTIES: ILLINOIS EASTERN COMMUNITY COLLEGES SHALL BE RESPONSIBLE FOR THE FOLLOWING OBLIGATIONS AND CONDITIONS:
- O. Subject to federal and state guidelines, Illinois Eastern Community College-Olney Central will be considered the home institution for the purpose of processing Financial Aid until such time that the student either graduates or severs ties with Illinois Eastern Community College-Olney Central.
  - P. Designate in writing a person or persons as point of contact between Illinois Eastern Community College-Olney Central and SIU Carbondale on all matters relating to the courses delivered.
  - Q. Reserve the right to approve and edit all news releases, advertising and other public announcements and information pieces relating to the performance of this Agreement.
  - R. Permit students to enroll concurrently at SIU Carbondale and Illinois Eastern Community College-Olney Central to complete a degree.
  - S. Assist in the identification of interested and eligible students.

#### IV. PROGRAM ARTICULATION COMMUNICATION

- T. An SIU Carbondale College of Applied Sciences and Arts, Information Systems Technologies (IST) representative will communicate periodically with Illinois Eastern Community College-Olney Central personnel for general advisement and degree planning purposes.
- U. Upon successful completion of all degree requirements, and following all policies and regulations stated in the program and SIU Carbondale guidelines, Illinois Eastern Community College-Olney Central students will be eligible to receive the Bachelor of Science degree in Information Systems Technologies (IST) in the College of Applied Sciences and Arts, Southern Illinois University Carbondale.
- V. Should changes occur in course or program content, the institution making the change agrees to notify the other institution in writing so that this agreement can be re-evaluated. Notice of changes shall be given at least 45 days prior to the beginning of the semester when the change is implemented.
- W. The parties acknowledge that many student educational records are protected by the Family Education 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 parties agree that access to and release of student records shall be in accordance with FERPA.
- X. This agreement is subject to change by legislative action, the Department of Education, the Southern Illinois University Board of Trustees, or the Illinois Eastern Community Colleges Board of Trustees.
- P. Indemnification:
  - 1. To the extent permitted by law and not inconsistent with the doctrine of sovereign immunity, SIU Carbondale shall indemnify and hold harmless Illinois Eastern Community College-Olney Central, its agents and employees, from any claims, demands, or causes of action arising out of the negligent acts or omissions of SIU Carbondale, its agents or employees, in the performance of SIU Carbondale's obligations under this Agreement.
  - 2. To the extent permitted by law, Illinois Eastern Community College-Olney Central shall indemnify and hold harmless SIU Carbondale, its agents and employees, from any claims, demands, or causes of action arising out of negligent acts or omissions of the College, its agents or employees, in the performance of the College's obligations under this Agreement.

- Q. Reasonable efforts will be made to resolve problems with student(s) through discussions with the student's program instructor, supervisor, and SIU Carbondale's faculty members; however SIU Carbondale reserves the right to remove any student from enrollment at SIU Carbondale upon the determination that the student is unable or unwilling to fulfill the requirements of SIU Carbondale's educational program and mission, including but not limited to the rules and regulations of Southern Illinois University Carbondale, the policies of the Board of Trustees of SIU Carbondale, and the SIU Carbondale Student Conduct Code. SIU Carbondale shall also have the right to withdraw any student from its education degree program in accordance with its academic requirements, including but not limited to unsatisfactory academic performance and/or social misconduct.
- R. Neither party will discriminate against any applicant or student in the nomination, selection, or training because of religion, race, sex, sexual orientation, creed, handicap, national origin, or age.
- S. Notices should be mailed to the following addresses by first class mail in order to fulfill any notice or revision of requirements under this Agreement:

For SIU Carbondale: Elaine Atwood, Chief Academic Advisor  
College of Applied Sciences and Arts  
ASA, Room 221  
Mail Code 6604  
Southern Illinois University Carbondale  
1365 Douglas Drive  
Carbondale, IL 62901-4609  
Phone: 618-453-2052  
Email: atwood@siu.edu

For Illinois Eastern Community Colleges: Chris Cantwell, Dean  
Academic & Student Support Services  
Chief Academic Officer  
Illinois Eastern Community Colleges  
233 E. Chestnut Street  
Olney, IL 62450  
Phone: (618) 393-2982 Ext. 5510  
Email: cantwellc@iecc.edu

This Agreement shall be in effect as of the date of signature and shall automatically renew until either party terminates this Agreement by sending written notification of such termination to the other parties no less than ninety (90) days prior to the end of the semester in effect at the time. Termination shall be effected at the end of the 90 Day Notice periods, provided that no additional students shall be accepted into the program upon the non-terminating party's receipt of the 90 day notice of termination and no qualified student then-enrolled in the program shall be deprived the opportunity to complete the program requirements due to termination.

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

ILLINOIS EASTERN COMMUNITY COLLEGES

\_\_\_\_\_  
Chris Cantwell, Dean of Academic & Student Support Services  
Chief Academic Officer  
Illinois Eastern Community Colleges

\_\_\_\_\_ Date

\_\_\_\_\_  
Dr. G Andrew Fisher, Chairman, IECC Board of Trustees  
Illinois Eastern Community Colleges

\_\_\_\_\_ Date

\_\_\_\_\_  
Dr. Terry Bruce, Chief Executive Officer  
Illinois Eastern Community Colleges

\_\_\_\_\_ Date

SOUTHERN ILLINOIS UNIVERSITY CARBONDALE

Board of Trustees of Southern Illinois University

By \_\_\_\_\_  
Dr. Paul D. Sarvela  
Acting Chancellor  
Southern Illinois University Carbondale

\_\_\_\_\_ Date



**Agenda Item #8H**

**HIPPA Agreements**

**Hamilton Memorial Hospital – McLeansboro – Associate Degree Nursing  
Fairfield Memorial Hospital – Associate Degree Nursing  
Fairfield Memorial Hospital – Radiography**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: August 19, 2014  
RE: HIPAA Agreements

IECC has affiliation agreements with various agencies and these agreements make IECC a business associate of the entity involved. Effective Feb. 18, 2010 in accordance with the U.S. Health Insurance Portability and Accountability Act (HIPAA) of 1996, a Business Associate's disclosure, handling and use of Personal Health Information (PHI) must comply with Health Information Privacy HIPAA Security Rule and HIPAA Privacy Rule mandates. A HIPAA business associate agreement (BAA) is a contract between a HIPAA covered entity and a HIPAA business associate (BA) that is used to protect personal health information (PHI) in accordance with HIPAA guidelines.

IECC wishes to enter into HIPAA agreements with the following facilities:

Hamilton Memorial Hospital – McLeansboro – Associate Degree Nursing  
Fairfield Memorial Hospital – Fairfield – Associate Degree Nursing  
Fairfield Memorial Hospital – Fairfield – Radiography (OCC)

I ask the Board's approval of these HIPAA Business Associate Agreements.

TLB/rs

Attachments

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is executed, entered into and delivered on this **15th day of MAY 2014** (“Effective Date”), by and between (i) Hamilton Memorial Hospital District (the “Covered Entity”) and (ii) **Frontier Community College** (the “Business Associate”). The Covered Entity and the Business Associate are collectively referred to in this Agreement as the “Parties,” and either the Covered Entity or the Business Associate may be separately and individually identified in this Agreement as a “Party.”

### Recitals:

WHEREAS, the “Health Insurance Portability and Accountability Act of 1996” (“HIPAA”) grants the Secretary authority to promulgate and publish rules regulating the privacy and the security of certain categories of patient health information; and

WHEREAS, the Secretary has promulgated and published the Privacy Rule and Security Rule which are designed to protect the privacy of Individually Identifiable Health Information maintained or transmitted in connection with certain administrative and financial transactions; and

WHEREAS, the Privacy Rule and the Security Rule require covered entities to enter into a contract, referred to as a business associate agreement, with contractors receiving Protected Health Information, and mandate compliance with certain terms and conditions which are respectively prescribed in the Privacy and Security Rule; and

WHEREAS, Business Associate is subject to the Privacy Rule and the Security Rule and must comply with those requirements as they apply to the Covered Entity in Business Associate’s performance under this Agreement; and

WHEREAS, the services which the Business Associate contemplates performing on behalf of the Covered Entity involve the use and/or disclosure of Protected Health Information, and, as a consequence, the business associate agreement between the Parties is required; and

WHEREAS, the “Health Information Technology for Economic and Clinical Health Act” (“HITECH”), Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, imposes additional requirements with respect to the privacy and security of Protected Health Information, and requires the Secretary to promulgate and publish additional rules regulating the privacy and security of Protected Health Information; and

WHEREAS, the Secretary has promulgated the Breach Notification for Unsecured Protected Health Information, Interim Final Rule, published at § C.F.R. Parts 160 and 164 (the “Breach Notification Rule”) in accordance with HITECH; and

WHEREAS, HITECH and the Breach Notification Rule require covered entities and business associates to include certain terms and conditions in the business associate agreements required by HIPAA;

NOW, THEREFORE, in consideration of the covenants, terms and conditions which are contained in this Agreement, the respective obligations of the Parties, as defined in this Agreement, and other good and valuable considerations, the receipt and sufficiency of such

additional considerations being acknowledged by the Parties, the Covered Entity and the Business Associate agree as follows:

## 1. DEFINITIONS.

The following terms and phrases possess the meaning which is assigned to such terms and phrases by the provisions of this Agreement:

1.1 Administrative Safeguards. “Administrative Safeguards” has the same meaning as the term “administrative safeguards” in 45 C.F.R. §164.304.

1.2 Availability. “Availability” has the same meaning’ as the term “availability” in 45 C.F.R. §164.304.

1.3 Breach. “Breach” has the same meaning as the term “breach” in 45 C.F.R. §164.402.

1.4 Confidentiality. “Confidentiality” has the same meaning as the term “confidentiality” in 45 C.F.R. §164.304.

1.5 Data Aggregation. “Data Aggregation” has the same meaning as the term “data aggregation” in 45 C.F.R. §164.501.

1.6 Designated Record Set. “Designated Record Set” has the same meaning as the term “designated record set” in 45 C.F.R. §164.501.

1.7 Individual. “Individual” has the same meaning as the term “individual” in 45 C.F.R. §160.103, and includes a person who qualifies as a personal representative under 45 C.F.R. § 164.2(g).

1.8 Individually Identifiable Health Information. “Individually Identifiable Health Information” has the same meaning as the term “individually identifiable health information” 45 C.F.R. §160.103.

1.9 Integrity. “Integrity” has the same meaning as the term “integrity” in 45 C.F.R. §164.304.

1.10 Physical Safeguards. “Physical Safeguards” has the same meaning as the term “physical safeguards” in 45 C.F.R. §164.304.

1.11 Privacy Rule. “Privacy Rule” means the’ “Standards for Privacy of Individually Identifiable Health Information,” as published at 45 C.F.R. part 160 and part 164, subparts A and E.

1.12 Protected Health Information. “Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. §160.103, and is limited to the information created on behalf of a Covered Entity by a Business Associate (or any of the Business Associate’s subcontractor), or received by a Business Associate from a Covered Entity.

1.13 Required by Law. “Required by Law” has the same meaning as the term “required by law” in 45 C.F.R §164.103.

1.14 Security Incident “Security Incident” has the same meaning as the term “security incident” in 45 C.F.R. §164.304.

1.15 Security Rule. “Security Rule” means the “Security Standards for the Protection of electronic Protected Health Information,” as published at 45 C.F.R part 160 and part 164, Subpart C.

1.16 Secretary. “Secretary” means the Secretary of the Department of Health and Human Services, or his or her designee.

1.17 Technical Safeguards. “Technical Safeguards” has the same meaning as the term “technical safeguards” in 45 C.F.R. §164.304.

1.18 Unsecured Protected Health Information. “Unsecured Protected Health Information” has the same meaning as the term “unsecured protected health information” in 45 C.F.R §164.402.

1.19 Other Terms or Phrases. Other terms or phrases which are utilized in this Agreement, without a specific definition being attributable to such terms and phrases, will possess the same meaning which is respectively assigned to the terms or phrases in HIPAA or HITECH, or any regulation promulgated under HIPAA or HITECH, as is applicable under the circumstances.

## 2. PERMITTED USES AND DISCLOSURES.

2.1 Except as otherwise limited by or under this Agreement the Business Associate may use or disclose Protected Health Information to perform the duties and obligations of the Business Associate under the one or more contracts which exist between the Parties on the Effective Date (the “Contract”) so long as that use or disclosure would not violate the Privacy Rule, or the applicable policies and procedures of the Covered Entity relating to such use or disclosure.

2.2 The Business Associate acknowledges that, as between the Business Associate and the Covered Entity, all Protected Health Information shall be and remain the sole property of the Covered Entity, including any and all forms thereof developed by the Business Associate in the course of its fulfillment of its obligations pursuant to the underlying Contract.

2.3 The Business Associate’s requests for disclosure of Protected Health Information by Covered Entity to the Business Associate shall be only for the minimum necessary Protected Health Information for the accomplishment of the Business Associate’s purpose.

2.4 Except as otherwise limited by or under this Agreement, the Business Associate may use or disclose Protected Health Information in connection with the proper management and administration’ of the activities of the Business Associate, or to perform the duties and responsibilities of the Business Associate, including the duties and responsibilities created by the underlying Contract.

2.5 Except as otherwise limited by or under this Agreement, the Business Associate may disclose Protected Health Information if such disclosures are Required By Law, or if the Business Associate obtains reasonable assurances from the person or entity receiving the Protected Health Information from the Business Associate that the Protected Health Information will remain confidential and will be used or further disclosed only as Required by Law, or in connection with the specific purpose which is occasioning the disclosure and the person or entity notifies the Business Associate of any instances when the confidentiality of the Protected Health Information has been compromised.

2.6 The Business Associate may use Protected Health Information for Data Aggregation purposes as permitted by 45 C.F.R. §164.504(e)(2)(i)(B).

2.7 The Business Associate may use Protected Health Information to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. §164.502(j)(1).

### 3. OBLIGATIONS OF THE BUSINESS ASSOCIATE

3.1 The Business Associate will maintain the Confidentiality of, and will not use or disclose Protected Health Information, other than to the extent permitted by this Agreement or as Required By Law.

3.2 The Business Associate will use appropriate safeguards to prevent the use or disclosure of Protected Health Information, except to the extent permitted under this Agreement.

3.3 The Business Associate will timely act to mitigate, to the extent practicable, any harmful effect, which is known to or which could reasonably be anticipated by the Business Associate, of a use or a disclosure of Protected Health Information by the Business Associate in breach or violation of the provisions of this Agreement.

3.4 The Business Associate will, as soon as practicable, but in no event later than five (5) business days after becoming aware of any unauthorized use or disclose of Protected Health Information or in violation of this Agreement by the Business Associate, its officers, directors, employees, contractors or agents, or by a third party to which the Business Associate disclosed Protected Health Information in compliance with this Agreement, report to the Covered Entity any such use or disclosure.

3.5 The Business Associate will ensure that any agent, including a subcontractor, which receives Protected Health Information from or through the Business Associate, has agreed, prior to receiving that Protected Health Information, to the same restrictions and conditions as are applicable, under this Agreement, to the Business Associate, and has entered into a written agreement acknowledging such applicable conditions and restrictions.

3.6 The Business Associate agrees that the internal practices, books and records, including policies and procedures and Protected Health Information, relating to the use and the disclosure of Protected Health Information which the Business Associate created on behalf of the Covered Entity or received from the Covered Entity will be available to the Secretary to assist the Secretary in determining whether the Covered Entity has adequately complied with the Privacy Rule. The Business Associate will, as soon as practicable, but in no event later than the

ten (10) day period following the receipt by the Business Associate of any such request from the Secretary, notify the Covered Entity of such request, and will thereafter furnish the Covered Entity the information or documents disclosed to the Secretary pursuant to such request, within the ten (10) day period following said disclosure, unless an alternative date is mutually established by the Parties.

3.7 The Business Associate will document such disclosures of Protected Health Information, and information related to such disclosures, as would be required to enable the Covered Entity to respond to a request by an Individual that the Covered Entity furnish, to the Individual, an accounting of disclosures of Protected Health Information, in compliance with 45 C.F.R. §164.528.

3.8 The Business Associate will furnish the Covered Entity, or an Individual, information collected in accordance with Section 3.7 of this Agreement, to permit the Covered Entity to respond to a request by an Individual that the Covered Entity furnish to the Individual an accounting of disclosures of Protected Health Information, in compliance with 45 C.F.R. §164.528. The Business Associate will deliver that information to the Covered Entity within the ten (10) day period following the receipt by the Business Associate of the request from the Covered Entity, unless an alternative delivery date is mutually established by the Covered Entity and the Business Associate. The Business Associate will implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section.

3.9 The Business Associate will implement Administrative Safeguards, Physical Safeguards and Technical Safeguards which reasonably and appropriately protect the Confidentiality, Integrity and Availability of the electronic Protected Health Information which the Business Associate creates on behalf of the Covered Entity, or receives from the Covered Entity or otherwise maintains or transmits on behalf of the Covered Entity, as required by the Security Rule.

3.10 The Business Associate will ensure that any agent, including a subcontractor, which receives electronic Protected Health Information from or through the Business Associate has agreed, prior to receiving such electronic Protected Health Information, to implement reasonable and appropriate Administrative' Safeguards, Physical Safeguards and Technical Safeguards to protect the Confidentiality, Integrity and the Availability of such information, as required by the Security Rule, and has entered into a written agreement acknowledging such applicable conditions and restrictions.

3.11 The Business Associate will promptly report to the Covered Entity the occurrence of any Security Incident whenever the Business Associate becomes aware of the occurrence of that Security Incident, but in no event more than five (5) business days following discovery of the Security Incident.

3.12 The Business Associate will obtain and maintain and during the term of the Agreement liability insurance, covering any claims against Business Associate based on its violation of the Privacy Standards or any applicable Illinois law or regulation concerning the privacy of patient information in connection with Business Associate's performance of its obligations under this Agreement, in an amount not less than \$1,000,000 per claim. Such policy shall insure Covered Entity against any claim or claims for damages arising under this Agreement or from violating

Business Associate's own obligations under the HIPAA Rules or the HITECH Act, including but not limited to, breach notification costs and expenses, attorneys' fees, claims for the imposition of administrative penalties and fines on Covered Entity, Business Associate or its subcontractors or agents, if any, arising from the loss, theft, or unauthorized use or disclosure of PHI. Such insurance coverage shall apply to all site(s) of Business Associate and to all services provided by Business Associate or any subcontractors or agents. Such insurance shall be in the form of occurrence based coverage. A copy of such policy or a certificate evidencing the policy shall be provided to the Covered Entity upon written request.

3.13 The Business Associate agrees to promptly notify the Covered Entity of the Business Associate's receipt of any request or subpoena for Protected Health Information or a request for an accounting of disclosures of Protected Health Information, and to forward any such request or subpoena to the Covered Entity within five (5) business days after the Business Associate's receipt of such request or subpoena. To the extent that the Covered Entity decides to assume responsibility for challenging the validity of any request or subpoena, the Business Associate shall cooperate with any reasonable requests by the Covered Entity in connection with such challenge, which, in any event, shall not require the Business Associate to expend its funds or incur of any liability.

3.14 Within ten (10) business days of a request by the Covered Entity for access to Protected Health Information about an Individual contained in a Designated Record Set, the Business Associate shall make available to the Covered Entity such Protected Health Information for so long as such information is maintained in the Designated Record Set. In the event any Individual requests access to Protected Health Information directly from the Business Associate, the Business Associate shall within ten (10) business days forward such request to the Covered Entity. Any denials of access to the Protected Health Information requested shall be the responsibility of the Covered Entity.

3.15 Within ten (10) business days of receipt of a request from the Covered Entity for the amendment of an Individual's Protected Health Information or a record regarding an Individual contained in a Designated Record Set (for so long as the Protected Health Information is maintained in the Designated Record Set), the Business Associate shall provide such information to the Covered Entity for amendment and incorporate any such amendments in the Protected Health Information as required by 45 C.F.R. §164.526.

3.16 The Business Associate will comply with the applicable provisions of the Breach Notification Rule, except to the extent that this Agreement contains more stringent requirements that are not inconsistent with the Breach Notification Rule, in which case this Agreement will govern. The Business Associate will notify the Covered Entity within five (5) business days following the discovery of a Breach of Unsecured Protected Health Information. In doing so, the Business Associate will use the form notification attached hereto as Exhibit A and incorporated herein, providing as much of the information requested as is available to the Business Associate, and then send the notification to the addressee stated therein via first class mail. The Business Associate will provide the notification as soon as possible and without unreasonable delay following discovery of the Breach, but in no case will the Business Associate send the notification later than five (5) days following discovery of the Breach. After providing the initial



notification, the Business Associate will promptly notify the Covered Entity of any additional information as it becomes available with respect to the Breach, using the same form and method of delivery as the initial notification, or as is more expedient and reasonable under the circumstances.

3.17 The Business Associate will comply with Sections 164.308, 164.310, 164.312, and 164.316 of the Security Rule, as well as the additional requirements contained in HITECH which relate to security and are made applicable to the Covered Entity.

3.18 The Business Associate will only use and disclose PHI in compliance with each applicable requirement of Section 164.504(e) of the Privacy Rule, and will comply with the additional requirements contained in HITECH which relate to privacy and are made applicable with respect to the Covered Entity.

3.19 To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, reasonable attorney's fees, defense costs, costs of breach notification and mitigation, regulatory investigations by the Office for Civil Rights or state regulatory agencies, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or subcontractors or agents in connection with the performance of Business Associate's duties under this Agreement, including but not limited to breach notification costs and expenses, and attorneys' fees. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity. Covered Entity retains the final right of approval for any and all communications to its patients, employees, media regulators or any other party for whom Covered Entity may be obligation to notify.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, or to provide advice regarding breach notification, the reasonable costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Agreement.

#### 4. OBLIGATIONS OF THE COVERED ENTITY.

4.1 The Covered Entity will notify the Business Associate of any limitation(s) in the Notice of Privacy Practices of the Covered Entity; in compliance with 45 C.F.R. §164.520, to the extent that such limitation(s) may adversely affect the Business Associate's use or disclosure of Protected Health Information.

4.2 The Covered Entity will notify the Business Associate of any changes in, or a revocation of the previously granted permission by an Individual to use or disclose Protected

Health Information, to the extent that such changes may adversely affect the Business Associate's use or disclosure of Protected Health Information.

4.3 The Covered Entity will inform the Business Associate of any confidential addresses or any other accommodation granted by the Covered Entity, in response to an Individual's requested confidential communications in compliance with 45 C.F.R. §164.522, to the extent that such restrictions may adversely affect the Business Associates use or disclosure of Protected Health Information..

4.4 The Covered Entity will not request that the Business Associate use or disclose Protected Health Information in any manner which would not be permitted by or under the Privacy Rule.

## 5. TERM AND TERMINATION.

5.1 The Term of this Agreement commences on the Effective Date, and will subsequently continue in force so long as the underlying Contract between the Parties remains in force.

5.2 In the event of a material breach or violation of this Agreement by either Party, the non-breaching Party will either:

5.2.1 Allow the other Party an opportunity to cure the breach or violation within the ensuing ten (10) day period which follows the occurrence of the breach or violation, if reasonable under the circumstances, unless an alternative cure date is mutually established by the Parties; or

5.2.2 Immediately terminate this Agreement and the underlying Contract if the Party has breached or violated a material term or provision of this Agreement and a reasonable cure of the breach or violation is not feasible; or

5.2.3. Report the breach or violation to the Secretary, if neither the termination of this Agreement and the underlying Contract nor a cure of the breach or violation is feasible.

5.3. If this Agreement and the underlying Contract are terminated by either of the Parties, the Business Associate will promptly return to the Covered Entity all of the Protected Health Information previously received from, or created or received by the Business Associate on behalf of the Covered Entity, which the Business Associate, or any agent or subcontractor of the Business Associate, then maintains in any form, and the Business Associate will retain no copies of any of that Protected Health Information; however, if the return of the Protected Health Information is not feasible, in the mutual opinion of the Parties, the Business Associate will continue to extend the protections of this Agreement to the Protected Health Information, and the Business Associate, by the execution and delivery of this Agreement, represents and warrants that the Business Associate will limit further uses and disclosures to the purposes which have caused the return of the Protected Health Information to be impractical. If the Business Associate independently determines that the return of Protected Health Information is not feasible, the Business Associate will so notify the Covered Entity and will specify and enumerate, in that notification, the reasons which support the Business Associate's

determination. The Covered Entity, if the Covered Entity so elects, may challenge the Business Associate's determination by employing any of the legal remedies which are then available to the Covered Entity.

## 6. AGENCY.

The Parties are independent contractors, and no agency, partnership, joint venture or employment relationship is intended or created by this Agreement.

## 7. MISCELLANEOUS PROVISIONS.

7.1 Regulatory References. A reference in this Agreement to a section in the Privacy Rule or a section in the Security Rule means the section as in effect on the Effective Date, or as subsequently amended.

7.2 Amendment. The Parties agree to act as may be necessary subsequent to the Effective Date to amend this Agreement to comply with any requirements related to the Privacy Result; the Security Rule, and any other regulations or provisions of HIPAA or HITECH which are adopted, promulgated or published after the Effective Date.

7.3 HITECH Compliance. The Parties acknowledge that numerous privacy and security provisions included in HITECH will become effective in the future, and the Parties expect the Secretary to promulgate and publish additional rules in the future under the authority granted by HITECH. Business Associate will comply with the applicable provisions HITECH and the future rules promulgated thereunder upon their respective effective dates, and this Agreement hereby incorporates the requirements contained in those provisions without the need for further amendment of this Agreement.

7.4 Survival. The duties and obligations imposed on the Business Associate by the terms and provisions of Section 5.3 of this Agreement will survive, in all events, the termination of this Agreement, and/or the termination of the underlying Contract.

7.5 Interpretation. The terms and provisions of this Agreement shall supersede any other conflicting or inconsistent terms and provisions in the underlying Contract, including all exhibits or other attachments thereto and any documents incorporated therein by reference. Any ambiguity in this Agreement will be resolved so as to permit the Covered Entity to comply with HIPAA and HITECH and any regulation promulgated under with HIPAA or HITECH.

7.6 Governing Law. This Agreement will be interpreted, construed and governed by and under the law of the State of Illinois.

7.7 Injunctive Relief. The Business Associate acknowledges and agrees that the Covered Entity will suffer irreparable damage upon the Business Associate's breach of any material term of this Agreement and that such damages shall be difficult to quantify. The Business Associate acknowledges and agrees that, in such event, the Covered Entity may file an action for an injunction to enforce the terms of this Agreement against the Business Associate, in addition to any other remedy the Covered Entity may have.

7.8 Severability. In the event that any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining terms and provisions of this Agreement will remain in full force and effect. In addition, in the event that the Covered Entity determines, in good faith, that any term or provision of this Agreement fails to comply with HIPAA or HITECH, or any of the regulations promulgated pursuant to HIPAA or HITECH, the Covered Entity will notify the Business Associate, in writing. During the ensuing thirty (30) day period following the receipt of that notification, the Parties will address such concern in good faith and will endeavor to amend the terms and provisions of this Agreement so the Agreement is compliant. If after that thirty (30) day period has expired, this Agreement continues to be noncompliant, in the Covered Entity's opinion, then this Agreement may be terminated by the Covered Entity pursuant to Section 5.2 of this Agreement.

7.9 Entire Agreement. This document, along with the underlying Contract, including all exhibits or other attachments thereto and all documents incorporated therein by reference, constitutes the entire agreement between the Parties, and this Agreement supersedes any and all prior contracts, whether oral or written, between the Parties relating to the subject matter of this Agreement.

7.10 Captions. The captions which are utilized in this Agreement serve as a description of the paragraph contents only, and such captions are not intended to be interpretations of this Agreement.

7.11 Multiple Counterparts. This Agreement may be executed by the Parties in multiple original counterparts, and each executed version will then be deemed to be an original version of this Agreement, and all of the executed versions will be deemed to constitute the same document.

IN WITNESS WHEREOF, the Parties executed and then delivered this Agreement, as of the Effective Date, in pursuance of the uses and purposes which are described and contained in this Agreement.

COVERED ENTITY:

HAMILTON MEMORIAL HOSPITAL  
DISTRICT

By: \_\_\_\_\_

Printed Name: Randall W. Dauby

Title: CEO

BUSINESS ASSOCIATE:

Frontier Community College

By: \_\_\_\_\_

Printed Name: Theresa Marcotte, MSN, RN

Title: Department Head of Nursing

By: \_\_\_\_\_

Printed Name: Tammy Fralicker, MSN, RN

Title: Assoc. Dean of Nursing and Allied Health

By: \_\_\_\_\_

Printed Name: Rodney Ranes, MS

Title: President, Olney Central College

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Chairman, IECC Board of Trustees

**EXH1BIT A**

**NOTIFICATION TO  
HAMILTON MEMORIAL HOSPITAL DISTRICT REGARDING  
A BREACH OF UNSECURED PROTECTED HEALTH INFORMATION**

To: Hamilton Memorial Hospital District  
c/o Glenda Stottlemire, Privacy Officer  
611 South Marshall Avenue  
McLeansboro, IL 62859

\_\_\_\_\_ (“Business Associate”) hereby notifies **Hamilton Memorial Hospital District** that there has been a Breach of Unsecured Protected Health Information (“PHI”).

Name(s) of Individuals affected by the Breach: \_\_\_\_\_

\_\_\_\_\_

Description of the Breach: \_\_\_\_\_

\_\_\_\_\_

Date of the Breach: \_\_\_\_\_

Date of the discovery of the Breach: \_\_\_\_\_

The types of Unsecured PHI that were involved in the Breach: \_\_\_\_\_

\_\_\_\_\_

Any steps affected individuals should take to protect themselves from potential harm from the Breach: \_\_\_\_\_

Description of what Business Associate is doing to investigate the breach, to mitigate harm, and to protect against any further Breach: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Contact information to ask questions or learn additional information:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

## **BUSINESS ASSOCIATE ADDENDUM (“BAA”)**

The parties to the Agreement are committed to complying with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and the rules and regulations promulgated there under, as amended. In order to ensure such compliance, this exhibit sets forth the terms and conditions pursuant to which Protected Health Information that is provided to, or created or received by, BUSINESS ASSOCIATE from or on behalf of COVERED ENTITY will be handled.

### **1. Definitions.**

1.1 “BUSINESS ASSOCIATE” shall mean

Company Name: **IECC**

Attention: **ASSOCIATE DEGREE NURSING PROGRAM**

Address: **2 FRONTIER DRIVE**

City, State, Zip: **FAIRFIELD, IL 62837**

1.2 “COVERED ENTITY” shall mean **FAIRFIELD MEMORIAL HOSPITAL ASSOCIATION**

1.3 “HIPAA Rules” means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, as amended. A reference to this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

1.4 The following terms as used in this BAA shall have the meaning ascribed to them in the HIPAA Rules: breach, data aggregation, designated record set, disclosure, electronic media, health care operations, individual, minimum necessary, notice of privacy practices, protected health information (“PHI”), required by law, Secretary, security incident, subcontractor, unsecured protected health information, use and workforce.

### **2. Obligations and Activities of BUSINESS ASSOCIATE**

2.1 BUSINESS ASSOCIATE shall use and disclose PHI only as permitted or required by this BAA or as required by law, and shall not authorize, enable or permit any other use or disclosure of PHI.

2.2 BUSINESS ASSOCIATE shall use appropriate administrative, physical and technical safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the BAA and to protect against any anticipated threats or hazards to the security or integrity thereof.

- 2.3 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), BUSINESS ASSOCIATE shall ensure that any subcontractors that create, receive, maintain, transmit or otherwise have access to, use or disclose PHI on behalf of BUSINESS ASSOCIATE agree to the same restrictions, conditions and requirements that apply to BUSINESS ASSOCIATE with respect to such PHI, it being understood that BUSINESS ASSOCIATE shall remain jointly and severally liable for any violation of the HIPAA Rules or this BAA by its subcontractors.
- 2.4 Promptly and no later than ten (10) days after COVERED ENTITY's request, in a manner designated or agreed to by COVERED ENTITY and at no charge, BUSINESS ASSOCIATE shall make available PHI in a designated record set to COVERED ENTITY or, if designated or agreed to by COVERED ENTITY, to the individual or the individual's designee, and shall take any other actions necessary to satisfy COVERED ENTITY's obligations under 45 CFR 164.524. If an individual requests his or her PHI directly from BUSINESS ASSOCIATE, BUSINESS ASSOCIATE shall notify COVERED ENTITY promptly and no later than five (5) days after receipt of the request.
- 2.5 Promptly and no later than ten (10) days after COVERED ENTITY's request, in a manner designated or agreed to by COVERED ENTITY and at no charge, BUSINESS ASSOCIATE shall make amendments to PHI in a designated record set, and shall take any other actions necessary to satisfy COVERED ENTITY's obligations under 45 CFR 164.526. If an individual requests amendment to his or her PHI directly from BUSINESS ASSOCIATE, BUSINESS ASSOCIATE shall notify COVERED ENTITY promptly and no later than five (5) days after receipt of the request.
- 2.6 Promptly and not later than ten (10) days after COVERED ENTITY's request, in a manner designated or agreed to by COVERED ENTITY and at no charge, BUSINESS ASSOCIATE shall make available all information required to provide an accounting of disclosures to COVERED ENTITY or, if designated or agreed to by COVERED ENTITY, to the individual or individual's designee, and shall take any other actions necessary to satisfy COVERED ENTITY's obligations under 45 CFR 164.528. If an individual requests an accounting of disclosures directly from BUSINESS ASSOCIATE, BUSINESS ASSOCIATE shall notify COVERED ENTITY promptly and no later than five (5) days after receipt of the request.
- 2.7 To the extent BUSINESS ASSOCIATE is to carry out one or more of COVERED ENTITY's obligations under Subpart E of 45 CFR Part 164, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to COVERED ENTITY in the performance of such obligations.
- 2.8 Promptly and no later than ten (10) days after the request in a manner designated or agreed to by the Secretary or COVERED ENTITY and at no charge, BUSINESS ASSOCIATE shall make its internal policies, practices, books and records relating to the use and disclosure of PHI available to the Secretary, COVERED ENTITY and/or their designee(s) for purposes of determining COVERED ENTITY's and/or BUSINESS ASSOCIATE's compliance with the HIPAA Rules and this BAA.
- 2.9 BUSINESS ASSOCIATE shall not destroy PHI unless expressly designated or agreed to in writing by COVERED ENTITY, and further subject to BUSINESS ASSOCIATE (i) notifying COVERED ENTITY in advance of such planned destruction; (ii) ensuring that, prior to such destruction, COVERED ENTITY has received a copy of any PHI that it



desires or is required by law to retain, and (iii) complying with the return and destruction requirements of the HIPAA Rules and this BAA.

- 2.10 BUSINESS ASSOCIATE shall not (i) remove PHI from COVERED ENTITY's facilities or systems, (ii) export, transfer or make available PHI outside of the United States, whether for storage, processing or otherwise, or (iii) allow workforce or subcontractors not residing in the United States to access, receive or view PHI, unless expressly authorized in writing by COVERED ENTITY in each instance.
- 2.11 In connection with any visits to COVERED ENTITY's facilities or access to COVERED ENTITY's systems, BUSINESS ASSOCIATE shall comply with all on-site and remote access rules and procedures communicated by COVERED ENTITY, including all sign-in, badging, escort, and restricted access requirements, and shall exercise reasonable care and appropriate judgment in connection therewith.
- 2.12 BUSINESS ASSOCIATE shall evaluate and adjust its safeguards, policies and procedures as necessary to respond to evolving security threats, keep pace with generally accepted industry standards and best practices, and comply with the HIPAA Rules and other applicable laws and regulations pertaining to the privacy, security, integrity, retention, disposal, use and disclosure of PHI. BUSINESS ASSOCIATE shall promptly correct any deficiencies identified as part of internal or external monitoring, testing or auditing, and shall provide COVERED ENTITY at no charge with copies of any audit and testing reports prepared in connection therewith.
- 2.13 BUSINESS ASSOCIATE shall encrypt PHI transmitted, received, processed or maintained on electronic media in accordance with the guidance established under the HIPAA Rules to "Render Unsecured Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals," as amended. Whenever feasible, BUSINESS ASSOCIATE shall secure all other PHI using measures that comply with the foregoing guidance. BUSINESS ASSOCIATE shall provide COVERED ENTITY with all information and assistance necessary to decrypt and otherwise access and use PHI that has been secured by BUSINESS ASSOCIATE in one of the foregoing manners.
- 2.14 BUSINESS ASSOCIATE acknowledges that it is directly subject to and responsible for ensuring its compliance with the HIPAA Rules. BUSINESS ASSOCIATE shall indemnify and hold COVERED ENTITY, its affiliates and their respective directors, officers, employees and agents harmless from and against any and all claims, demands, causes of action, investigations, liabilities, losses, damages, judgments, awards, penalties, fines, settlements, costs, and expenses (including reasonable attorneys' fees, expert witness fees, court costs, and costs of investigation, notification, and remediation) caused by, attributable to, or otherwise arising out of or resulting from any violation of the HIPAA Rules or other applicable law, breach of this BAA, or negligent or wrongful acts or omissions by BUSINESS ASSOCIATE, its workforce and subcontractors.
- 2.15 BUSINESS ASSOCIATE shall, at all times, maintain liability insurance coverage, including coverage for adverse privacy and security events, covering its responsibilities provided for in this Agreement on an occurrence basis in minimum amounts of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate. In the event BUSINESS ASSOCIATE procures insurance coverage which is not on an occurrence basis, BUSINESS ASSOCIATE shall, upon the

termination of such coverage, secure a continued reporting endorsement which effectively converts such coverage to occurrence based coverage.

3. **Permitted Uses and Disclosures by BUSINESS ASSOCIATE.**

Subject to BUSINESS ASSOCIATE's compliance with the HIPAA Rules and this BAA:

3.1 receiving notice of such revocation, expiration or invalidity, and shall cease all further use and disclosure of the individual's PHI that is not permitted or required in the absence of such consent or authorization; and

3.7 As between COVERED ENTITY and BUSINESS ASSOCIATE, COVERED ENTITY shall remain the sole and exclusive owner of the PHI. BUSINESS ASSOCIATE does not have and shall not acquire any right, title or interest in or to the PHI, including aggregate or de-identified PHI, by virtue of this BAA or the Agreement, or as a result of the selection, arrangement, creation or processing thereof.

4. **Responsibilities of COVERED ENTITY.**

4.1 COVERED ENTITY shall notify BUSINESS ASSOCIATE of any limitations in COVERED ENTITY's Notice of Privacy Practices under 45 CFR 164.520, to the extent that such limitations may affect BUSINESS ASSOCIATE's use or disclosure of PHI. Making available a physical or electronic copy of such Notice of Privacy Practices shall be deemed sufficient notice for purposes of this paragraph.

4.2 COVERED ENTITY shall notify BUSINESS ASSOCIATE upon becoming aware of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect BUSINESS ASSOCIATE's use or disclosure of PHI.

4.3 COVERED ENTITY shall notify BUSINESS ASSOCIATE of any restrictions on the use or disclosure of PHI that COVERED ENTITY has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restrictions may affect BUSINESS ASSOCIATE's use or disclosure of PHI.

5. **Notification of Unintended Use or Disclosure of PHI.**

5.1 BUSINESS ASSOCIATE shall report to COVERED ENTITY any use or disclosure of PHI not provided for in this BAA or in violation of the HIPAA Rules or other applicable law, including any and all actual and potential breaches and security incidents (each an "unintended use or disclosure"), promptly and no later than seventy-two (72) hours after BUSINESS ASSOCIATE, its workforce or any subcontractor discovers, is alerted to or otherwise becomes aware of such unintended use or disclosure. Such report shall be submitted to COVERED ENTITY's designated Privacy Officer by both mail and electronic mail using the mailing and email addresses set forth below the signature block. BUSINESS ASSOCIATE also shall notify the person designated to receive contractual notices on COVERED ENTITY's behalf under the Agreement.

5.2 If the unintended use or disclosure presents a substantial or ongoing risk of harm to COVERED ENTITY or individuals, or affects or may affect the PHI of five hundred (500) or more individuals, in addition to submitting a written report, BUSINESS

ASSOCIATE shall report the unintended use or disclosure to COVERED ENTITY's designated Privacy Officer by email or telephone using the contact information listed below the signature block promptly and no later than twenty-four (24) hours after BUSINESS ASSOCIATE, its workforce or any subcontractor discovers, is alerted to, or otherwise becomes aware of the unintended use or disclosure.

- 5.3 BUSINESS ASSOCIATE shall take all reasonable actions necessary to investigate, respond to and mitigate the harmful effects of the unintended use or disclosure. BUSINESS ASSOCIATE shall provide status updates and any information and assistance requested by COVERED ENTITY in connection therewith. Unless otherwise required by law or agreed to by the parties, it shall be the responsibility of COVERED ENTITY to communicate with affected individual(s), the Secretary and the media information regarding the unintended use of disclosure.
- 5.4 Where the unintended use or disclosure arises out of or results in whole or in part from the negligent or willful acts or omissions of BUSINESS ASSOCIATE, its workforce or subcontractors, including any violation of the HIPAA Rules or breach of this BAA, without limiting COVERED ENTITY's rights or remedies under the circumstances, BUSINESS ASSOCIATE shall reimburse COVERED ENTITY for all reasonable costs incurred in connection with investigating, responding to, mitigating the harmful effects of, and notifying individuals, regulators and the media concerning the unintended use or disclosure, including all legal, compliance, risk management, security, and information technology expenses, all costs of printing and postage and all credit and fraud monitoring, identity theft remediation and similar services offered to affected individuals.

6. **Term and Termination.**

- 6.1 The term of this BAA shall continue in full force and effect for the term of the Agreement unless sooner terminated as provided herein.
- 6.2 COVERED ENTITY may terminate this BAA and/or the Agreement, including all future payment obligations, without termination charge or penalty, if BUSINESS ASSOCIATE: (i) violates the HIPAA Rules or breaches any material provision of this BAA and does not cure such violation or breach within fifteen (15) days after receiving written notice thereof from COVERED ENTITY; provided, however, for grossly negligent or willful or wanton acts or omissions, or a violation or breach that is not reasonably subject to cure or poses a substantial risk of harm to COVERED ENTITY or individuals, no such opportunity to cure need be provided; (ii) becomes or is declared insolvent, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed for it, enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, files a voluntary petition in bankruptcy, or has an involuntary petition in bankruptcy filed against it; (iii) is unable to provide, upon COVERED ENTITY's demand, reasonably satisfactory written assurances of BUSINESS ASSOCIATE's ability to comply with the HIPAA Rules and this BAA; (iv) is or becomes excluded or suspended from participation in any federal or state health care reimbursement programs, or becomes the subject of any investigation which COVERED ENTITY, in its sole discretion, believes may lead to suspension or exclusion; or (v) experiences or announces a change in control, that has or is likely to have a negative impact on BUSINESS ASSOCIATE's operations, financial condition or ability to perform under this BAA or the Agreement.

- 6.3 Promptly and no later than fifteen (15) days after the expiration or termination of this BAA or the Agreement, or upon COVERED ENTITY's earlier request, at no charge, BUSINESS ASSOCIATE shall return to COVERED ENTITY and/or its designee all PHI (both paper and electronic) in BUSINESS ASSOCIATE's or any subcontractor's possession. BUSINESS ASSOCIATE shall return PHI in a manner designated or agreed to by COVERED ENTITY, and shall provide all information and assistance reasonably requested by COVERED ENTITY in connection therewith. BUSINESS ASSOCIATE shall not condition receipt, access to or viewing of PHI on COVERED ENTITY's purchase, license or continued use of proprietary software or technology of BUSINESS ASSOCIATE or its subcontractors. If such proprietary software or technology is required to receive, access or view PHI, BUSINESS ASSOCIATE shall provide such software or technology to COVERED ENTITY at no charge.
- 6.4 Promptly and no later than thirty (30) days after the expiration or termination of this BAA or the Agreement, or upon COVERED ENTITY's earlier request (in either case only after BUSINESS ASSOCIATE has returned the PHI to COVERED ENTITY as provided in Section 6.3 above), at no charge, BUSINESS ASSOCIATE shall destroy all PHI (both paper and electronic) in BUSINESS ASSOCIATE's or any subcontractor's possession, securely dispose of such PHI in accordance with the HIPAA Rules, retain no copies or summaries thereof, and, upon COVERED ENTITY's request, certify in writing to COVERED ENTITY that it has complied with the foregoing requirements.
- 6.5 Notwithstanding the destruction requirements set forth in Section 6.4 above, if (i) BUSINESS ASSOCIATE has an independent legal right to retain PHI, as expressly set forth in the Agreement or otherwise required by law, or (ii) the destruction of PHI is not feasible, as communicated promptly and in writing by BUSINESS ASSOCIATE to COVERED ENTITY, then BUSINESS ASSOCIATE may retain such PHI only for so long as such independent legal right persists or such destruction is infeasible. In either case, BUSINESS ASSOCIATE may further use or disclose retained PHI only for the limited purpose that made destruction inapplicable or infeasible, and the obligations, limitations and protections of this BAA shall extend and continue to apply to such PHI.
- 6.6 The obligations of BUSINESS ASSOCIATE and rights and remedies of COVERED ENTITY under this BAA shall survive the expiration or termination of this BAA and/or the Agreement for any reason, and shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

7. **Miscellaneous.**

- 7.1 This BAA shall be governed and interpreted for all purposes by the laws of the State of Illinois and Indiana, without giving effect to any conflict of laws principles that would require the application of the laws of a different jurisdiction. Any dispute, action or proceeding arising out of or related to this BAA may be commenced in the state courts of Illinois or, if proper subject matter jurisdiction exists, the United States District Court for Illinois. Each party irrevocably submits and waives any objections to the personal jurisdiction and venue of such courts.
- 7.2 In connection with this BAA, the Agreement, and any services provided under the Agreement, BUSINESS ASSOCIATE is and shall at all times hold itself out as an independent contractor conducting business as a principal for its own account. Nothing in

the BAA or the Agreement is intended or shall be construed to create any agency, employment, partnership or joint venture relationship between parties. Nothing herein provides COVERED ENTITY with the right or authority to control the BUSINESS ASSOCIATE's conduct in the course of providing services for or on behalf of COVERED ENTITY.

- 7.3 Neither party may assign or transfer this BAA, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, (i) any assignee of the Agreement shall be deemed bound by the provisions of this BAA, and (ii) COVERED ENTITY may assign this BAA to an affiliate or to a successor in interest. Any attempted assignment or transfer in violation of the foregoing shall be null and void from the beginning and without effect.
- 7.4 BUSINESS ASSOCIATE acknowledges that its breach or threatened breach of any provision of this BAA would cause irreparable harm to COVERED ENTITY, the extent of which would be difficult and impracticable to assess, and that money damages would not be an adequate remedy for such breach. Accordingly, in addition to all other remedies available at law or in equity, COVERED ENTITY shall be entitled to obtain specific performance, temporary injunctive relief, and other equitable relief in any court of competent jurisdiction, without the necessity of posting bond in connection therewith.
- 7.5 If BUSINESS ASSOCIATE creates, receives, maintains, transmits or otherwise uses or discloses PHI for or on behalf of any affiliate of COVERED ENTITY, such affiliate shall be deemed an express third party beneficiary of this BAA, with full right to enforce this BAA as though a signatory hereto, and all references to COVERED ENTITY under this BAA shall be construed to include such affiliate. If BUSINESS ASSOCIATE provides services or enters into the Agreement through an affiliate, such affiliate shall be deemed directly bound by and subject to this BAA, and all references to BUSINESS ASSOCIATE under this BAA shall be construed to include such affiliate. Except as set forth in this paragraph, there are no third party beneficiaries to the BAA. Without limiting the foregoing, nothing contained in this BAA is intended or shall be construed to give rise to any right, claim or cause of action, contractual or otherwise, by or on behalf of any individual.
- 7.6 If BUSINESS ASSOCIATE provides application or data processing, hosting, storage or similar services to COVERED ENTITY, including software as a service (SaaS), cloud computing, or cloud storage, the obligations of BUSINESS ASSOCIATE and rights and remedies of COVERED ENTITY with respect to PHI under this BAA shall apply to all financial, business, accounting, technical, creative, human resources and other data created, received, maintained, transmitted or otherwise accessed, used or disclosed by BUSINESS ASSOCIATE for or on behalf of COVERED ENTITY, and such data shall be deemed included in the definition of "PHI" for such purpose.
- 7.7 The parties agree to amend this BAA as necessary to comply with the HIPAA Rules and other applicable law. Any amendment to this BAA, or waiver of any provision or breach hereof, must be in writing and signed by an authorized representative of each party. No rights or obligations shall be waived by any act, omission or knowledge of a party. Any waiver on one occasion shall not constitute a waiver on subsequent occasions.
- 7.8 This BAA supplements the Agreement and is enforceable standing alone or as an amendment thereto. A breach of this BAA also shall be deemed a breach of the

Agreement. A party's obligations, rights and remedies under this BAA shall not be subject to, and are expressly excluded from, any and all limitations on liability, limitations of remedy and disclaimers set forth in the Agreement. In the event of any conflict between this BAA and the Agreement, the provisions of this BAA shall control.

- 7.9 Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules. If any provision of this BAA is determined to be invalid or unenforceable under applicable law, the provision shall be amended and interpreted by a court of competent jurisdiction to accomplish the objectives of such provision of the greatest extent possible under applicable law, or severed from this BAA if such amendment is not feasible, and the remaining provisions of this BAA shall continue in full force and effect. The captions in this BAA are for reference purposes only and shall not affect the meaning or interpretation of this BAA. The term "including" means "including without limitations." The terms "herein," "hereunder," "hereto" and "hereof" refer to this BAA as a whole rather than to any particular section.
- 7.10 This BAA sets forth the entire agreement of COVERED ENTITY and BUSINESS ASSOCIATE and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, concerning the subject matter hereof. Without limiting the foregoing, this BAA expressly amends, replaces and supersedes any prior Business Associate Agreements in effect between COVERED ENTITY and BUSINESS ASSOCIATE.

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.

**FAIRFIELD MEMORIAL HOSPITAL**

By: \_\_\_\_\_  
Dana Shantel Taylor, Privacy Officer

By: \_\_\_\_\_  
Katherine Bunting, Ph.D.  
Chief Executive Officer

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

**BUSINESS ASSOCIATE**

By: \_\_\_\_\_

Name: Theresa Marcotte, MSN, RN, Department Head of Nursing

Company Name: IECC OCC ADN program

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

By: \_\_\_\_\_

Name: Tammy Fralicker, MSN, RN

Company Name: IECC OCC ADN program

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

By: \_\_\_\_\_

Name: Rodney Ranes, MS, President, Olney Central College

Company Name: IECC OCC ADN program

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

By: \_\_\_\_\_

Name: IECC Board of Trustees, Chairman

Company Name: Illinois Eastern Community Colleges

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

## BUSINESS ASSOCIATE ADDENDUM (“BAA”)

The parties to the Agreement are committed to complying with the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act (“HITECH”), and the rules and regulations promulgated there under, as amended. In order to ensure such compliance, this exhibit sets forth the terms and conditions pursuant to which Protected Health Information that is provided to, or created or received by, BUSINESS ASSOCIATE from or on behalf of COVERED ENTITY will be handled.

### 8. **Definitions.**

8.1 “BUSINESS ASSOCIATE” shall mean

Company Name: **IECC**

Attention: **ASSOCIATE DEGREE RADIOGRAPHY PROGRAM**

Address: **233 CHESTNUT STREET**

City, State, Zip: **OLNEY, IL 62450**

8.2 “COVERED ENTITY” shall mean **FAIRFIELD MEMORIAL HOSPITAL ASSOCIATION**

8.3 “HIPAA Rules” means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164, as amended. A reference to this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

8.4 The following terms as used in this BAA shall have the meaning ascribed to them in the HIPAA Rules: breach, data aggregation, designated record set, disclosure, electronic media, health care operations, individual, minimum necessary, notice of privacy practices, protected health information (“PHI”), required by law, Secretary, security incident, subcontractor, unsecured protected health information, use and workforce.

### 9. **Obligations and Activities of BUSINESS ASSOCIATE**

2.1 BUSINESS ASSOCIATE shall use and disclose PHI only as permitted or required by this BAA or as required by law, and shall not authorize, enable or permit any other use or disclosure of PHI.

2.2 BUSINESS ASSOCIATE shall use appropriate administrative, physical and technical safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the BAA and to protect against any anticipated threats or hazards to the security or integrity thereof.



- 2.3 In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), BUSINESS ASSOCIATE shall ensure that any subcontractors that create, receive, maintain, transmit or otherwise have access to, use or disclose PHI on behalf of BUSINESS ASSOCIATE agree to the same restrictions, conditions and requirements that apply to BUSINESS ASSOCIATE with respect to such PHI, it being understood that BUSINESS ASSOCIATE shall remain jointly and severally liable for any violation of the HIPAA Rules or this BAA by its subcontractors.
- 2.4 Promptly and no later than ten (10) days after COVERED ENTITY's request, in a manner designated or agreed to by COVERED ENTITY and at no charge, BUSINESS ASSOCIATE shall make available PHI in a designated record set to COVERED ENTITY or, if designated or agreed to by COVERED ENTITY, to the individual or the individual's designee, and shall take any other actions necessary to satisfy COVERED ENTITY's obligations under 45 CFR 164.524. If an individual requests his or her PHI directly from BUSINESS ASSOCIATE, BUSINESS ASSOCIATE shall notify COVERED ENTITY promptly and no later than five (5) days after receipt of the request.
- 2.5 Promptly and no later than ten (10) days after COVERED ENTITY's request, in a manner designated or agreed to by COVERED ENTITY and at no charge, BUSINESS ASSOCIATE shall make amendments to PHI in a designated record set, and shall take any other actions necessary to satisfy COVERED ENTITY's obligations under 45 CFR 164.526. If an individual requests amendment to his or her PHI directly from BUSINESS ASSOCIATE, BUSINESS ASSOCIATE shall notify COVERED ENTITY promptly and no later than five (5) days after receipt of the request.
- 2.6 Promptly and not later than ten (10) days after COVERED ENTITY's request, in a manner designated or agreed to by COVERED ENTITY and at no charge, BUSINESS ASSOCIATE shall make available all information required to provide an accounting of disclosures to COVERED ENTITY or, if designated or agreed to by COVERED ENTITY, to the individual or individual's designee, and shall take any other actions necessary to satisfy COVERED ENTITY's obligations under 45 CFR 164.528. If an individual requests an accounting of disclosures directly from BUSINESS ASSOCIATE, BUSINESS ASSOCIATE shall notify COVERED ENTITY promptly and no later than five (5) days after receipt of the request.
- 2.7 To the extent BUSINESS ASSOCIATE is to carry out one or more of COVERED ENTITY's obligations under Subpart E of 45 CFR Part 164, BUSINESS ASSOCIATE shall comply with the requirements of Subpart E that apply to COVERED ENTITY in the performance of such obligations.
- 2.8 Promptly and no later than ten (10) days after the request in a manner designated or agreed to by the Secretary or COVERED ENTITY and at no charge, BUSINESS ASSOCIATE shall make its internal policies, practices, books and records relating to the use and disclosure of PHI available to the Secretary, COVERED ENTITY and/or their designee(s) for purposes of determining COVERED ENTITY's and/or BUSINESS ASSOCIATE's compliance with the HIPAA Rules and this BAA.
- 2.9 BUSINESS ASSOCIATE shall not destroy PHI unless expressly designated or agreed to in writing by COVERED ENTITY, and further subject to BUSINESS ASSOCIATE (i) notifying COVERED ENTITY in advance of such planned destruction; (ii) ensuring that, prior to such destruction, COVERED ENTITY has received a copy of any PHI that it

desires or is required by law to retain, and (iii) complying with the return and destruction requirements of the HIPAA Rules and this BAA.

- 2.10 BUSINESS ASSOCIATE shall not (i) remove PHI from COVERED ENTITY's facilities or systems, (ii) export, transfer or make available PHI outside of the United States, whether for storage, processing or otherwise, or (iii) allow workforce or subcontractors not residing in the United States to access, receive or view PHI, unless expressly authorized in writing by COVERED ENTITY in each instance.
- 2.11 In connection with any visits to COVERED ENTITY's facilities or access to COVERED ENTITY's systems, BUSINESS ASSOCIATE shall comply with all on-site and remote access rules and procedures communicated by COVERED ENTITY, including all sign-in, badging, escort, and restricted access requirements, and shall exercise reasonable care and appropriate judgment in connection therewith.
- 2.12 BUSINESS ASSOCIATE shall evaluate and adjust its safeguards, policies and procedures as necessary to respond to evolving security threats, keep pace with generally accepted industry standards and best practices, and comply with the HIPAA Rules and other applicable laws and regulations pertaining to the privacy, security, integrity, retention, disposal, use and disclosure of PHI. BUSINESS ASSOCIATE shall promptly correct any deficiencies identified as part of internal or external monitoring, testing or auditing, and shall provide COVERED ENTITY at no charge with copies of any audit and testing reports prepared in connection therewith.
- 2.13 BUSINESS ASSOCIATE shall encrypt PHI transmitted, received, processed or maintained on electronic media in accordance with the guidance established under the HIPAA Rules to "Render Unsecured Protected Health Information Unusable, Unreadable, or Indecipherable to Unauthorized Individuals," as amended. Whenever feasible, BUSINESS ASSOCIATE shall secure all other PHI using measures that comply with the foregoing guidance. BUSINESS ASSOCIATE shall provide COVERED ENTITY with all information and assistance necessary to decrypt and otherwise access and use PHI that has been secured by BUSINESS ASSOCIATE in one of the foregoing manners.
- 2.14 BUSINESS ASSOCIATE acknowledges that it is directly subject to and responsible for ensuring its compliance with the HIPAA Rules. BUSINESS ASSOCIATE shall indemnify and hold COVERED ENTITY, its affiliates and their respective directors, officers, employees and agents harmless from and against any and all claims, demands, causes of action, investigations, liabilities, losses, damages, judgments, awards, penalties, fines, settlements, costs, and expenses (including reasonable attorneys' fees, expert witness fees, court costs, and costs of investigation, notification, and remediation) caused by, attributable to, or otherwise arising out of or resulting from any violation of the HIPAA Rules or other applicable law, breach of this BAA, or negligent or wrongful acts or omissions by BUSINESS ASSOCIATE, its workforce and subcontractors.
- 2.15 BUSINESS ASSOCIATE shall, at all times, maintain liability insurance coverage, including coverage for adverse privacy and security events, covering its responsibilities provided for in this Agreement on an occurrence basis in minimum amounts of One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate. In the event BUSINESS ASSOCIATE procures insurance coverage which is not on an occurrence basis, BUSINESS ASSOCIATE shall, upon the

termination of such coverage, secure a continued reporting endorsement which effectively converts such coverage to occurrence based coverage.

10. **Permitted Uses and Disclosures by BUSINESS ASSOCIATE.**

Subject to BUSINESS ASSOCIATE's compliance with the HIPAA Rules and this BAA:

3.1 receiving notice of such revocation, expiration or invalidity, and shall cease all further use and disclosure of the individual's PHI that is not permitted or required in the absence of such consent or authorization; and

3.7 As between COVERED ENTITY and BUSINESS ASSOCIATE, COVERED ENTITY shall remain the sole and exclusive owner of the PHI. BUSINESS ASSOCIATE does not have and shall not acquire any right, title or interest in or to the PHI, including aggregate or de-identified PHI, by virtue of this BAA or the Agreement, or as a result of the selection, arrangement, creation or processing thereof.

11. **Responsibilities of COVERED ENTITY.**

4.1 COVERED ENTITY shall notify BUSINESS ASSOCIATE of any limitations in COVERED ENTITY's Notice of Privacy Practices under 45 CFR 164.520, to the extent that such limitations may affect BUSINESS ASSOCIATE's use or disclosure of PHI. Making available a physical or electronic copy of such Notice of Privacy Practices shall be deemed sufficient notice for purposes of this paragraph.

4.2 COVERED ENTITY shall notify BUSINESS ASSOCIATE upon becoming aware of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect BUSINESS ASSOCIATE's use or disclosure of PHI.

4.3 COVERED ENTITY shall notify BUSINESS ASSOCIATE of any restrictions on the use or disclosure of PHI that COVERED ENTITY has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restrictions may affect BUSINESS ASSOCIATE's use or disclosure of PHI.

12. **Notification of Unintended Use or Disclosure of PHI.**

5.1 BUSINESS ASSOCIATE shall report to COVERED ENTITY any use or disclosure of PHI not provided for in this BAA or in violation of the HIPAA Rules or other applicable law, including any and all actual and potential breaches and security incidents (each an "unintended use or disclosure"), promptly and no later than seventy-two (72) hours after BUSINESS ASSOCIATE, its workforce or any subcontractor discovers, is alerted to or otherwise becomes aware of such unintended use or disclosure. Such report shall be submitted to COVERED ENTITY's designated Privacy Officer by both mail and electronic mail using the mailing and email addresses set forth below the signature block. BUSINESS ASSOCIATE also shall notify the person designated to receive contractual notices on COVERED ENTITY's behalf under the Agreement.

- 5.2 If the unintended use or disclosure presents a substantial or ongoing risk of harm to COVERED ENTITY or individuals, or affects or may affect the PHI of five hundred (500) or more individuals, in addition to submitting a written report, BUSINESS ASSOCIATE shall report the unintended use or disclosure to COVERED ENTITY's designated Privacy Officer by email or telephone using the contact information listed below the signature block promptly and no later than twenty-four (24) hours after BUSINESS ASSOCIATE, its workforce or any subcontractor discovers, is alerted to, or otherwise becomes aware of the unintended use or disclosure.
- 5.3 BUSINESS ASSOCIATE shall take all reasonable actions necessary to investigate, respond to and mitigate the harmful effects of the unintended use or disclosure. BUSINESS ASSOCIATE shall provide status updates and any information and assistance requested by COVERED ENTITY in connection therewith. Unless otherwise required by law or agreed to by the parties, it shall be the responsibility of COVERED ENTITY to communicate with affected individual(s), the Secretary and the media information regarding the unintended use of disclosure.
- 5.4 Where the unintended use or disclosure arises out of or results in whole or in part from the negligent or willful acts or omissions of BUSINESS ASSOCIATE, its workforce or subcontractors, including any violation of the HIPAA Rules or breach of this BAA, without limiting COVERED ENTITY's rights or remedies under the circumstances, BUSINESS ASSOCIATE shall reimburse COVERED ENTITY for all reasonable costs incurred in connection with investigating, responding to, mitigating the harmful effects of, and notifying individuals, regulators and the media concerning the unintended use or disclosure, including all legal, compliance, risk management, security, and information technology expenses, all costs of printing and postage and all credit and fraud monitoring, identity theft remediation and similar services offered to affected individuals.

13. **Term and Termination.**

- 6.1 The term of this BAA shall continue in full force and effect for the term of the Agreement unless sooner terminated as provided herein.
- 6.2 COVERED ENTITY may terminate this BAA and/or the Agreement, including all future payment obligations, without termination charge or penalty, if BUSINESS ASSOCIATE: (i) violates the HIPAA Rules or breaches any material provision of this BAA and does not cure such violation or breach within fifteen (15) days after receiving written notice thereof from COVERED ENTITY; provided, however, for grossly negligent or willful or wanton acts or omissions, or a violation or breach that is not reasonably subject to cure or poses a substantial risk of harm to COVERED ENTITY or individuals, no such opportunity to cure need be provided; (ii) becomes or is declared insolvent, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed for it, enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, files a voluntary petition in bankruptcy, or has an involuntary petition in bankruptcy filed against it; (iii) is unable to provide, upon COVERED ENTITY's demand, reasonably satisfactory written assurances of BUSINESS ASSOCIATE's ability to comply with the HIPAA Rules and this BAA; (iv) is or becomes excluded or suspended from participation in any federal or state health care reimbursement programs, or becomes the subject of any investigation which COVERED ENTITY, in its sole discretion, believes may lead to suspension or exclusion; or (v)

experiences or announces a change in control, that has or is likely to have a negative impact on BUSINESS ASSOCIATE's operations, financial condition or ability to perform under this BAA or the Agreement.

- 6.3 Promptly and no later than fifteen (15) days after the expiration or termination of this BAA or the Agreement, or upon COVERED ENTITY's earlier request, at no charge, BUSINESS ASSOCIATE shall return to COVERED ENTITY and/or its designee all PHI (both paper and electronic) in BUSINESS ASSOCIATE's or any subcontractor's possession. BUSINESS ASSOCIATE shall return PHI in a manner designated or agreed to by COVERED ENTITY, and shall provide all information and assistance reasonably requested by COVERED ENTITY in connection therewith. BUSINESS ASSOCIATE shall not condition receipt, access to or viewing of PHI on COVERED ENTITY's purchase, license or continued use of proprietary software or technology of BUSINESS ASSOCIATE or its subcontractors. If such proprietary software or technology is required to receive, access or view PHI, BUSINESS ASSOCIATE shall provide such software or technology to COVERED ENTITY at no charge.
- 6.4 Promptly and no later than thirty (30) days after the expiration or termination of this BAA or the Agreement, or upon COVERED ENTITY's earlier request (in either case only after BUSINESS ASSOCIATE has returned the PHI to COVERED ENTITY as provided in Section 6.3 above), at no charge, BUSINESS ASSOCIATE shall destroy all PHI (both paper and electronic) in BUSINESS ASSOCIATE's or any subcontractor's possession, securely dispose of such PHI in accordance with the HIPAA Rules, retain no copies or summaries thereof, and, upon COVERED ENTITY's request, certify in writing to COVERED ENTITY that it has complied with the foregoing requirements.
- 6.5 Notwithstanding the destruction requirements set forth in Section 6.4 above, if (i) BUSINESS ASSOCIATE has an independent legal right to retain PHI, as expressly set forth in the Agreement or otherwise required by law, or (ii) the destruction of PHI is not feasible, as communicated promptly and in writing by BUSINESS ASSOCIATE to COVERED ENTITY, then BUSINESS ASSOCIATE may retain such PHI only for so long as such independent legal right persists or such destruction is infeasible. In either case, BUSINESS ASSOCIATE may further use or disclose retained PHI only for the limited purpose that made destruction inapplicable or infeasible, and the obligations, limitations and protections of this BAA shall extend and continue to apply to such PHI.
- 6.6 The obligations of BUSINESS ASSOCIATE and rights and remedies of COVERED ENTITY under this BAA shall survive the expiration or termination of this BAA and/or the Agreement for any reason, and shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

14. **Miscellaneous.**

- 7.1 This BAA shall be governed and interpreted for all purposes by the laws of the State of Illinois and Indiana, without giving effect to any conflict of laws principles that would require the application of the laws of a different jurisdiction. Any dispute, action or proceeding arising out of or related to this BAA may be commenced in the state courts of Illinois or, if proper subject matter jurisdiction exists, the United States District Court for Illinois. Each party irrevocably submits and waives any objections to the personal jurisdiction and venue of such courts.

- 7.2 In connection with this BAA, the Agreement, and any services provided under the Agreement, BUSINESS ASSOCIATE is and shall at all times hold itself out as an independent contractor conducting business as a principal for its own account. Nothing in the BAA or the Agreement is intended or shall be construed to create any agency, employment, partnership or joint venture relationship between parties. Nothing herein provides COVERED ENTITY with the right or authority to control the BUSINESS ASSOCIATE's conduct in the course of providing services for or on behalf of COVERED ENTITY.
- 7.3 Neither party may assign or transfer this BAA, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, (i) any assignee of the Agreement shall be deemed bound by the provisions of this BAA, and (ii) COVERED ENTITY may assign this BAA to an affiliate or to a successor in interest. Any attempted assignment or transfer in violation of the foregoing shall be null and void from the beginning and without effect.
- 7.4 BUSINESS ASSOCIATE acknowledges that its breach or threatened breach of any provision of this BAA would cause irreparable harm to COVERED ENTITY, the extent of which would be difficult and impracticable to assess, and that money damages would not be an adequate remedy for such breach. Accordingly, in addition to all other remedies available at law or in equity, COVERED ENTITY shall be entitled to obtain specific performance, temporary injunctive relief, and other equitable relief in any court of competent jurisdiction, without the necessity of posting bond in connection therewith.
- 7.5 If BUSINESS ASSOCIATE creates, receives, maintains, transmits or otherwise uses or discloses PHI for or on behalf of any affiliate of COVERED ENTITY, such affiliate shall be deemed an express third party beneficiary of this BAA, with full right to enforce this BAA as though a signatory hereto, and all references to COVERED ENTITY under this BAA shall be construed to include such affiliate. If BUSINESS ASSOCIATE provides services or enters into the Agreement through an affiliate, such affiliate shall be deemed directly bound by and subject to this BAA, and all references to BUSINESS ASSOCIATE under this BAA shall be construed to include such affiliate. Except as set forth in this paragraph, there are no third party beneficiaries to the BAA. Without limiting the foregoing, nothing contained in this BAA is intended or shall be construed to give rise to any right, claim or cause of action, contractual or otherwise, by or on behalf of any individual.
- 7.6 If BUSINESS ASSOCIATE provides application or data processing, hosting, storage or similar services to COVERED ENTITY, including software as a service (SaaS), cloud computing, or cloud storage, the obligations of BUSINESS ASSOCIATE and rights and remedies of COVERED ENTITY with respect to PHI under this BAA shall apply to all financial, business, accounting, technical, creative, human resources and other data created, received, maintained, transmitted or otherwise accessed, used or disclosed by BUSINESS ASSOCIATE for or on behalf of COVERED ENTITY, and such data shall be deemed included in the definition of "PHI" for such purpose.
- 7.7 The parties agree to amend this BAA as necessary to comply with the HIPAA Rules and other applicable law. Any amendment to this BAA, or waiver of any provision or breach hereof, must be in writing and signed by an authorized representative of each party. No rights or obligations shall be waived by any act, omission or knowledge of a party. Any waiver on one occasion shall not constitute a waiver on subsequent occasions.

- 7.8 This BAA supplements the Agreement and is enforceable standing alone or as an amendment thereto. A breach of this BAA also shall be deemed a breach of the Agreement. A party's obligations, rights and remedies under this BAA shall not be subject to, and are expressly excluded from, any and all limitations on liability, limitations of remedy and disclaimers set forth in the Agreement. In the event of any conflict between this BAA and the Agreement, the provisions of this BAA shall control.
- 7.9 Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules. If any provision of this BAA is determined to be invalid or unenforceable under applicable law, the provision shall be amended and interpreted by a court of competent jurisdiction to accomplish the objectives of such provision of the greatest extent possible under applicable law, or severed from this BAA if such amendment is not feasible, and the remaining provisions of this BAA shall continue in full force and effect. The captions in this BAA are for reference purposes only and shall not affect the meaning or interpretation of this BAA. The term "including" means "including without limitations." The terms "herein," "hereunder," "hereto" and "hereof" refer to this BAA as a whole rather than to any particular section.
- 7.10 This BAA sets forth the entire agreement of COVERED ENTITY and BUSINESS ASSOCIATE and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, concerning the subject matter hereof. Without limiting the foregoing, this BAA expressly amends, replaces and supersedes any prior Business Associate Agreements in effect between COVERED ENTITY and BUSINESS ASSOCIATE.

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.

**FAIRFIELD MEMORIAL HOSPITAL**

By: \_\_\_\_\_  
 Dana Shantel Taylor, Privacy Officer

By: \_\_\_\_\_  
 Katherine Bunting, Ph.D.  
 Chief Executive Officer

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

**BUSINESS ASSOCIATE**

By: \_\_\_\_\_

Name: Carol Kocher, MSN, RN, Program Director

Company Name: OCC Radiography program

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

By: \_\_\_\_\_

Name: Tammy Fralicker, MSN, RN

Company Name: OCC Radiography program

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

By: \_\_\_\_\_

Name: Rodney Ranes, MS, President, Olney Central College

Company Name: OCC Radiography program

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

By: \_\_\_\_\_

Name: IECC Board of Trustees, Chairman

Company Name: Illinois Eastern Community Colleges

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



**Agenda Item #81**

**Affiliation Agreements**

**Heritage Health – Robinson – Associate Degree Nursing**  
**St. Mary’s Medical Center – Evansville, IN – Associate Degree Nursing**  
**St. Mary’s Medical Center – Evansville, IN – Radiography (OCC)**  
**Union Hospital – Terre Haute, IN – Associate Degree Nursing**  
**Union Hospital – Terre Haute, IN – Radiography (OCC)**  
**Union Hospital – Terre Haute, IN – Medical Office Assistant/Medical Coding (OCC)**

MEMORANDUM

TO: Board of Trustees  
FROM: Terry L. Bruce  
DATE: August 19, 2014  
RE: Affiliation Agreements

An Affiliation Agreement is a formal contract between the educational institution and the facility or business where the student(s) will have the experience. It identifies the responsibilities and liabilities of the various parties covered by the contract. Students engaged in these placements are not paid and the experience is required for completion of the program.

IECC wishes to enter into affiliation agreements with the following facilities:

Heritage Health – Robinson - Associate Degree Nursing  
St. Mary’s Medical Center – Evansville, IN – Associate Degree Nursing  
St. Mary’s Medical Center – Evansville, IN – Radiography (OCC)  
Union Hospital – Terre Haute, IN – Associate Degree Nursing  
Union Hospital – Terre Haute, IN – Radiography (OCC)  
Union Hospital – Terre Haute, IN – Medical Office Assistant/Medical Coding (OCC)

I ask the Board’s approval of these affiliation agreements.

TLB/rs

Attachments

**ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529  
OLNEY CENTRAL COLLEGE  
ASSOCIATE DEGREE NURSING/PRACTICAL NURSING CERTIFICATE PROGRAM  
FCC - LTC - OCC - WVC**

**AFFILIATION AGREEMENT**

THIS AGREEMENT made and entered into this 17<sup>th</sup> day of July, 2014 by and between  
ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, OLNEY CENTRAL  
COLLEGE ASSOCIATE DEGREE NURSING/PRACTICAL NURSING CERTIFICATE  
PROGRAM (offered at Frontier Community College, Lincoln Trail College, Olney Central  
College, and Wabash Valley College), hereinafter referred to as DISTRICT #529 and

Heritage Health

Robinson, IL

\_\_\_\_\_  
(Agency)

\_\_\_\_\_  
(City)

\_\_\_\_\_  
(State)

(hereinafter referred to as AGENCY):

WITNESSETH THAT:

WHEREAS, DISTRICT #529 desires to make use of the AGENCY'S facilities for clinical  
nursing laboratory practice by students of the Nursing Program for DISTRICT #529, and

WHEREAS, the AGENCY has agreed to make its facilities available to the nursing students  
and faculty of DISTRICT #529 for the desired purpose,

NOW THEREFORE, for consideration of the mutual covenants and acts to be kept and  
performed by the parties hereto, the parties do herewith agree as follows:

1. The AGENCY agrees to make its facilities available in all areas of patient care for  
observation and participation by the students and faculty of the DISTRICT #529, Nursing  
Program subject to the conditions and limitations contained herein.

2. The arrangements for use of said facilities of the AGENCY will be made by the  
Associate Dean and/or Department Head of the Nursing Program on behalf of DISTRICT #529  
and the Administrator, and the Director of Nursing Service on behalf of the AGENCY. The plan  
and program will be organized and agreed to by said persons prior to the commencement of the  
courses.

3. DISTRICT #529 will be responsible for the teaching and guidance of the students in the clinical nursing laboratory practice, and will be available to the nursing students.

The specific assignment of learning experiences to specific students will be made and arranged by the Nursing Faculty on behalf of DISTRICT #529, in consultation with the Head Nurse, Supervisor or Coordinator on behalf of the AGENCY. Nursing Faculty assumes full responsibility and supervision of the nursing students during their laboratory experience in the AGENCY.

4. The use of AGENCY facilities will be consistent with, and in conformity with all applicable rules, regulations, and policies of the AGENCY; and the Nursing Faculty on behalf of DISTRICT #529 will be responsible for maintaining proper standards of nursing care and safeguard of patients assigned to students. The AGENCY nursing personnel will retain full and final decisions for patient care assigned to nursing students.

5. Supervision of the health of all students making use of any of the AGENCY'S facilities, as contemplated herein; will be the responsibility of DISTRICT #529, and will comply with the policies of the health AGENCY.

Nursing students and Nursing Faculty assigned to, or making use of any clinical area of the AGENCY under the contemplated program, will meet the health requirements of the AGENCY.

This agreement forbids discrimination against any student on the basis of age, color, race, national origin, gender, religion, or disability unrelated to the reasonable physical requirements of the job.

Prior to the use of any AGENCY facilities, under the contemplated program, DISTRICT #529 will furnish the AGENCY, upon request, a medical record for each participating student showing that said student fully complies with the health requirements required by the AGENCY.

6. The faculty of DISTRICT #529 participating in the program will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Nursing Faculty participating in the program may be included in demonstrations of new equipment and techniques. Each new Nursing Faculty member of DISTRICT #529 participating in the program will arrange

with the Director of Nursing Service, on behalf of the AGENCY, for an orientation prior to the assignment of the new Nursing Faculty member to any clinical area.

7. DISTRICT #529 will provide orientation for the educational program for the AGENCY staff.

8. The AGENCY'S facilities may be available for DISTRICT #529 continuing educational program on a pre-planned project basis; the arrangements for such to be made with the Director of Nursing Service, on behalf of the AGENCY, and by the Department Head and/or Associate Dean, on behalf of DISTRICT #529.

9. The students and instructors will respect the confidential nature of all information which may come to them with regard to patients and AGENCY records.

10. Neither party hereto will be paid any monetary reimbursement as such by the other party heretofore for the contemplated program, or for use of either party's facilities by the other party. Neither party heretofore will have any responsibilities or liabilities to the other party, or its employees, or students, or anyone participating in the contemplated program.

11. Nursing Faculty and nursing students shall be covered by liability insurance prior to any assignment for practice at the AGENCY.

12. Nursing Faculty and nursing students are responsible for health care costs related to incidents occurring in the clinical agencies.

13. The AGENCY will supply dressing rooms and space for storage of clothing not in use while students are practicing at the AGENCY, and conference room facilities for use of faculty and students.

14. An annual review of the agreement will be made each spring. Either party hereto may terminate this AGREEMENT by at least one (1) school calendar year's written notice to the other party. All students enrolled in DISTRICT #529's Nursing Program, and participating in the program contemplated herein at the time that notice to terminate this AGREEMENT is given by either party to the other, shall be permitted to complete their nursing laboratory experience needed for graduation at the AGENCY.

IN WITNESS WHEREOF, the undersigned signatures have caused this instrument to be executed by its duly authorized officials the 17th day of July, 2014.

AGENCY: Heritage Health

ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529, OLNEY CENTRAL COLLEGE  
ASSOCIATE DEGREE NURSING/PRACTICAL  
NURSING CERTIFICATE PROGRAM:

\_\_\_\_\_  
Vice President or  
Director of Nursing Services

\_\_\_\_\_  
Department Head of Nursing

\_\_\_\_\_  
Associate Dean of Nursing & Allied Health

\_\_\_\_\_  
Administrator, Hospital or Agency

\_\_\_\_\_  
President, Olney Central College

\_\_\_\_\_  
Chairman, IECC Board of Trustees

Illinois Eastern Community Colleges, District 529, does not discriminate on the basis of race, color, religion, gender, age, disability, national origin, or veteran status. Illinois Eastern Community Colleges adheres to the Federal Regulations of the Americans with Disabilities Act of 1990 and offers appropriate services or activities with reasonable accommodations to any qualified disabled individual upon request.

Adopted: 03/12

## **CLINICAL EDUCATION AGREEMENT**

This Clinical Education Agreement is between ILLINOIS EASTERN COMMUNITY COLLEGES (herein known as “SCHOOL”) and ST. MARY’S HEALTH, INC., (herein known as “FACILITY”) located in Evansville, Indiana.

### **I. PURPOSE**

The purpose of this Agreement is to implement education experience opportunities for students enrolled in AD Nursing Programs (herein known as “STUDENT” or “STUDENTS”) at the FACILITY.

### **II. SCHEDULE OF ACTIVITIES**

The scheduling of activities for Students will be in accordance with the schedule of courses at the SCHOOL and will be planned with the appropriate personnel of the FACILITY. Student assignments will be planned by the instructor in consultation with the appropriate supervisory personnel and will be selected in accordance with the particular experience of each Student and the opportunities available. The number of Students assigned to FACILITY and the times of rotation will be mutually agreed upon.

### **III. SCHOOL RESPONSIBILITIES**

The SCHOOL shall:

- A. Notify the FACILITY of the number of Students and the rotation periods four weeks prior to the commencement of the clinical experience.
- B. Reserve the right to revoke any assignment, prior to the Student’s entry into the clinical education program of the FACILITY.
- C. Send only such Students as are, to the SCHOOL’s knowledge, in good health at the time of reporting for their clinical education.
- D. Forward to the FACILITY a summary of the Students’ training and experience.
- E. Provide Students’ full legal name, full social security number, date of birth, permanent mailing address, phone number, and email address on behalf of the

student OR notify the student the clinical facility must have this information no less than 72 business hours before their clinical experience is to begin. **Students are considered Contingent Workers by Ascension Health of which St. Mary's is a Health Ministry. As such,** these demographics are requirements for our HRIS system.

- F. The SCHOOL must have a clear criminal background check available on file for all STUDENTS prior to commencement of the clinical experience. The SCHOOL may have this check performed, or may require the student to have the check performed with the results sent to the SCHOOL. SCHOOL hereby represents and warrants that only Students who have passed the criminal background check will be assigned to FACILITY; furthermore, SCHOOL agrees to provide to FACILITY, or any agency surveying the Facility and requesting such information, upon written request a copy of any and all Student background checks, including but not limited to the criminal background check.
- G. Have a minimum of a 9 panel drug screen available on file for all STUDENTS prior to commencement of the clinical experience. The SCHOOL may have this screen performed, or may require the student to have the screen performed with the results sent to the SCHOOL. SCHOOL hereby represents and warrants that only Students who have passed the drug screen will be assigned to FACILITY; furthermore, SCHOOL agrees to provide to FACILITY upon written request a copy of any and all Student drug screens performed on students assigned to FACILITY. Any question on results to be discussed with St. Mary's Human Resources Manager responsible for Associate Relations prior to student participation in the St. Mary's Experience program.
- H. Appoint an Academic Coordinator who will be the liaison representative for the SCHOOL. SCHOOL shall remain responsible for all aspects of Student discipline and shall share information with Students in accordance with applicable law.
- I. Notify the FACILITY, immediately, in writing, of any change or proposed change of the Academic Coordinator.
- J. Provide each student with appropriate general background and training in blood borne pathogens and infection control according to OSHA standards ("Infection Control"), prior to any Student beginning a clinical education experience at the FACILITY. As provided in Article IV G, the FACILITY shall provide each Student with appropriate training in Infection Control specific to any Student's particular education experience at the FACILITY.
- K. Provide each Student with appropriate general background and training in Hazardous Materials Awareness ("Hazardous Materials"), prior to any



Student beginning a clinical education experience at the FACILITY. As provided in Article IV H, the FACILITY shall provide each Student with appropriate training in Hazardous Materials specific to any Student's particular education experience at the FACILITY.

- L. Provide training on patient confidentiality, including general information related to the Health Insurance Portability and Accountability Act ("HIPAA") privacy guidelines governing the use, disclosure and security of patients' Protected Health Information, as defined in HIPAA.
- M. Provide a statement of philosophy and the objectives of curricular and clinical education.
- N. Consider suggestions from the FACILITY regarding curriculum improvement.
- O. Assign Students subject to the availability of the FACILITY's personnel for teaching and supervision.
- P. Withdraw the Student from the clinical experience at the request of the FACILITY if the Student's performance is unsatisfactory.
- Q. Require that Students comply with FACILITY's rules and regulations as a condition of participation in rotation at the FACILITY.

#### IV. FACILITY RESPONSIBILITIES

The FACILITY shall:

- A. Provide clinical education experience to Students of the SCHOOL. FACILITY shall retain responsibility for the care of patients of the FACILITY and shall maintain administrative and professional responsibility for supervision of Students insofar as their presence and program assignments affect the operation of the FACILITY and its care, both direct and indirect, of patients.
- B. Maintain complete records and reports on each Student's performance and to provide an evaluation to the SCHOOL on forms provided by the SCHOOL.
- C. Permit, upon reasonable request, the inspection of the FACILITY, the services available for clinical experiences, the Student records and other items pertaining to the Program by the SCHOOL or accreditation agencies.
- D. Assess/render minor emergency care through the FACILITY's Emergency Room, if clinically able to provide the required level of treatment, for any injury/accident occurring on FACILITY premises during the scheduled

clinical education experience. Such care and treatment shall be at the expense of the Student.

- E. Provide access to the physical facilities and patients necessary for the Students' clinical education experience.
- F. Provide supervision appropriate to the academic and clinical level of assigned Students.
- G. Provide each Student with appropriate training in Infection Control specific to any Student's particular education experience at the FACILITY.
- H. Provide each Student with appropriate training in Hazardous Materials specific to any Student's particular education experience at the FACILITY.
- I. Request the SCHOOL to withdraw a Student from his/her assigned clinical education experience, when his/her clinical performance is unsatisfactory or his/her behavior is disruptive or detrimental to the FACILITY and/or patients.
- J. Provide training on FACILITY policies related to the Health Insurance Portability and Accountability Act ("HIPAA") privacy guidelines governing the use, disclosure and security of patients' Protected Health Information, as defined in HIPAA.
- K. Assume no responsibility for the health and welfare of the Students.

V. CONDITIONS OF STUDENT PARTICIPATION IN ROTATION AT THE FACILITY

- A. Student shall be permitted all FACILITY holidays.
- B. Student shall have the responsibility of transportation to and from the FACILITY and on any reasonable special assignment by the FACILITY.
- C. Student shall provide medical insurance or other financial means to cover him/herself as to expenses which may arise as the result of illness or injury occasioned during his/her period of clinical rotation at the FACILITY, acknowledging that since he/she is not an employee of the SCHOOL or the FACILITY, he/she is not protected by Workers' Compensation and neither the FACILITY nor the SCHOOL assumes any liability for injuries or illness in the absence of a showing of actual negligence on the part of the SCHOOL or FACILITY or any of its agents.
- D. Student shall complete health forms and immunizations requested by the FACILITY.

- E. Student shall be responsible for following the administrative policies of the FACILITY.
- F. Student shall be responsible for providing the necessary and appropriate uniforms required.
- G. Student shall notify the FACILITY of his/her intended time of arrival and be responsible for reporting to the designated individual at the FACILITY on time.
- H. Student shall be responsible for his/her own housing during clinical education assignments.
- I. Student shall be subject to all rules and regulations of the FACILITY.
- J. All Students shall be required to comply at all times with relevant HIPAA privacy guidelines governing all aspects of their use, possible disclosure and access to patients' Protected Health Information as defined in HIPAA.
- K. Student shall not be considered an employee of the FACILITY or the SCHOOL but a Student in the clinical education phase of his/her professional education.

## VI. FINANCE

There shall be no cost to the SCHOOL for the educational experience to be provided by the FACILITY under the terms of this Agreement.

## VII. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT COMPLIANCE

- A. To the extent required by law, each party agrees that it will comply in all material respects with all federal and state laws, regulations, rules or orders applicable to privacy, security and electronic transactions, including but not limited to, regulations promulgated under Title II, Subtitle F of the Health Insurance Portability and Accountability Act. (Public Law 104-191) ("HIPAA").
- B. The parties shall promptly amend the Agreement to conform with any new or revised legislation, rules and regulations to which St. Mary's is subject now or in the future including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation (collectively, "Laws") in order to ensure that St. Mary's is at all times in conformance with all Laws. If, within thirty (30) days of either party first providing notice to the other of the need to amend the Agreement to comply with Laws, the parties, acting in good faith, are (i) unable to mutually agree

upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either party may terminate this Agreement upon thirty (30) days prior written notice.

#### VIII. AFFIRMATIVE ACTION

Neither party shall discriminate on the basis of race, religion, ethnic or national origin, gender, sexual orientation, marital status, age, disability or Vietnam-era veteran status in either the selection of Students for participation in the program, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Student's effective participation in the program.

#### IX. LIABILITY AND INSURANCE

- A. Each party to this Agreement respectively assumes responsibility for liability, real or alleged, arising from their respective activities performed pursuant to this Agreement, or the activities of their respective agents, servants or employees. Neither party nor their respective agents, servants or employees shall be liable to any third parties for any act or omission of the other party, its agents, servants or employees.
- B. The SCHOOL agrees to obtain and maintain in full force and effect during the term of this Agreement, the following insurance or equivalent self-insurance:
  - (i) Comprehensive General Liability Insurance, including personal injury liability and broad form contractual liability coverages, with limits of not less than \$1,000,000 each occurrence for bodily injury liability and property damage liability and with such coverage to extend to and include such liability incurred by faculty, Students and other agents at the SCHOOL.
  - (ii) Professional Liability Insurance covering the SCHOOL's faculty, Students (unless Subparagraph C below is applicable) and other agents for professional liability with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate for incidents, claims and suits arising from activities performed pursuant to this Agreement during the Agreement period, as well as those claims and suits arising pursuant to this Agreement reported after this Agreement has been terminated. Such coverage shall extend to and cover all liability incurred by each Student (unless Subparagraph C below is applicable) that arises out of and during the course of each such Student's activities under the terms of this Agreement.

- (iii) The SCHOOL agrees that all of such policies of insurance (unless the SCHOOL satisfies the FACILITY that it is self insured for liability that would be covered by such policies) shall be with companies acceptable to the FACILITY, that it will cause certificates or memoranda evidencing such insurance or such self-insurance to be provided to the FACILITY on the request of the FACILITY and that such certificates or memoranda will provide that such insurance or self-insurance will not be canceled or materially changed without at least thirty (30) days' prior written notice to the FACILITY of any such cancellation.
- C. The SCHOOL agrees that if its Professional Liability Insurance coverage does not extend to and cover such liability incurred by Students, then:
- (i) If the Students qualify as health care providers under I.C. 34-18-2-14, as amended and as it may be amended from time to time, the SCHOOL shall cause each Student to (a) obtain and maintain in force Professional Liability Insurance covering all liability incurred by each Student that arises out of and during the course of each such Student's activities under the terms of this Agreement, with limits of not less than those prescribed for health care providers like the Student as set forth in I.C. 34-18-4-1, as amended and as it may be amended from time to time, (b) to perform such other acts as are required of the Student to qualify under the Indiana Medical Malpractice Act and (c) to furnish the FACILITY with a certificate that each Student has filed with the Commissioner of Insurance of the State of Indiana, proof that the Student is insured for malpractice liability in at least the amounts set forth above.
  - (ii) If the Students do not so qualify as health care providers, the SCHOOL shall cause each such Student to obtain and maintain in force Professional Liability Insurance covering all liability incurred by each Student that arises out of and during the course of each such Student's activities under the terms of this Agreement, with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate.
  - (iii) Such Professional Liability Insurance shall cover incidents, claims and suits arising from activities performed pursuant to this Agreement during the Agreement period, as well as those claims and suits arising pursuant to this Agreement but reported after this Agreement has been terminated.

- (iv) Such Professional Liability Insurance shall be with companies acceptable to the FACILITY, shall provide that the insurance carrier for each policy is required to give the FACILITY not less than thirty (30) days' written notice prior to any cancellation or material change of any such policy and, on the request of the FACILITY, the SCHOOL will cause certificates evidencing such insurance to be provided to the FACILITY.

## X. RISK MANAGEMENT

SCHOOL and FACILITY agree to notify one another promptly of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement. The parties agree to cooperate to dispose of any such claim. Each party to this Agreement ("Indemnitor") agrees to indemnify and hold harmless the other party (the "Indemnitee") (together with Indemnitee's successors, assigns, directors, officers, employees and any other person for whom Indemnitee may be legally responsible) from and against any loss, cost, claim or expense, including reasonable attorney fees, arising from any act of negligence or other breach of duty by Indemnitor, its successors, assigns, directors, officers, employees or agents; provided, however, that the SCHOOL's obligation to hold the FACILITY harmless shall be limited in substance by statutes of the State of Indiana designed to protect and limit the exposure and liability of the SCHOOL as an instrumentality of the State of Indiana, and that the FACILITY's obligation to hold the SCHOOL harmless shall be limited in substance by the Indiana Medical Malpractice Act designed to protect and limit the exposure and liability of the FACILITY (e.g., actions and conditions as to which FACILITY is immunized by the Indiana Malpractice Act) dollar limits stated in such Acts, exemption from punitive damages, and the continued ability to defeat a claim by reason of contributory negligence or fault of the claimant so that neither the SCHOOL's nor the FACILITY's liability to hold harmless shall exceed what might have been the respective liability of each to a claimant if sued directly by the claimant and all appropriate defenses had been raised by the SCHOOL or FACILITY.

## XI. HEALTH REQUIREMENTS

All Students assigned to the FACILITY shall have:

- A. Documentation of two tuberculin skin tests completed within the past twelve months (given at least one week apart) is required prior to the affiliation with the FACILITY OR for tuberculin skin test reactors, a medical statement, dated within three (3) months prior to the affiliation with the FACILITY, indicating that the Student is free of signs and symptoms of tuberculosis;

- B. Documented proof of immunity to Rubella (German or 3-day measles), which is defined as follows:
  - i. Documentation of one dose of MMR or Rubella vaccine after the first birthday unless contraindicated by their personal physician or other factors; OR
  - ii. Laboratory evidence of Rubella immunity
  
- C. Documented proof of immunity to Rubeola (red measles), which is defined as:
  - i. Documentation of two doses of MMR or Measles vaccine after the first birthday, no less than one (1) month apart unless contraindicated by their personal physician or other factors; OR
  - ii. Laboratory evidence of Measles immunity
  
- D. Documented proof of immunity to Mumps, which is defined as follows:
  - i. Documentation of two doses of MMR or Mumps vaccine after the first birthday, no less than one (1) month apart; unless contraindicated by their personal physician or other factors; OR
  - ii. Laboratory evidence of Mumps immunity
  
- E. Documentation of the Hepatitis B vaccination series and if such documentation is not available, whether the Hepatitis B vaccination series was offered to the Student, but declined.
  
- F. Documented proof of immunity to Varicella (chicken pox), which is defined as follows:
  - i. Documentation of two doses of Varivax vaccine given no less than one (1) month apart unless contraindicated by their personal physician or other factors; OR
  - ii. Laboratory evidence of Varicella immunity; OR
  - iii. A doctor diagnosed case of Varicella that has been documented and signed by a physician
  
- G. Documentation of a Tetanus, Diphtheria, and acellular Pertussis (Tdap) vaccine given within the past ten years, unless contraindicated by their personal physician or other factors.
  
- H. Documentation of an Annual Influenza vaccination (flu shot) or an approved declination by the St. Mary's Health Influenza Committee for the current flu season as determined by the CDC and local Health Dept.

## XII. CORPORATE RESPONSIBILITY

FACILITY has in place a Corporate Responsibility Program ("Program"), which has as its goal to ensure that the FACILITY complies with federal, state and local laws and regulations. The Program focuses on risk management, the promotion

of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct.

- A. SCHOOL acknowledges FACILITY'S commitment to Corporate Responsibility and agrees to conduct all business transactions, which occur pursuant to this Agreement in accordance with the underlying philosophy of Corporate Responsibility adopted by the FACILITY. SCHOOL, as a contractor with the FACILITY or one of its affiliated entities, is committed to upholding the highest standard of ethical and legal business practices.
- B. SCHOOL will not tolerate illegal or unethical activity and promises to take whatever steps are required by FACILITY's Corporate Responsibility Program to identify, to report and to prevent such activity.
- C. SCHOOL has received and reviewed a copy of the FACILITY's Standards of Conduct (which is attached to this Agreement) and understands that, as a contractor with the FACILITY or one of its affiliated entities, it is expected to provide services in accordance with these Standards of Conduct.
- D. SCHOOL hereby represents and warrants that neither SCHOOL nor STUDENT has been convicted of any criminal offense neither related to health care nor been debarred, excluded, or otherwise ineligible for participation in any federal government health care program, including Medicare and Medicaid. SCHOOL hereby agrees to immediately notify Hospital of any threatened, proposed, or actual conviction or exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that SCHOOL or STUDENT is convicted of any criminal offense related to health care or is excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that SCHOOL is in breach of this provision, this Agreement, shall, as of the effective date of such conviction, exclusion, or breach, automatically terminate.

### XIII. REGULATORY COMPLIANCE

- A. The parties agree that this Agreement is intended to comply with all applicable state and federal laws, rules, regulations and accreditation standards including, but not limited to, the Medicare and Medicaid Fraud and Abuse, Anti-Kickback and Stark Statutes and Regulations, and standards of accrediting bodies, including The Joint Commission standards, and all regulations governing use of facilities financed with tax-exempt bonds ("Laws").



- B. If, at any time, this Agreement is found to violate any applicable provision of these Laws, or if either party has a reasonable belief that this Agreement creates a material risk of violating the Laws, and after consultation with the other party, and thirty (30) days after written notice to the other party, the parties shall renegotiate the portion of this Agreement that creates the violation of the Laws. If the parties fail to reach agreement within one hundred twenty (120) days following said written notice, this Agreement shall terminate.

#### XIV. ETHICAL AND RELIGIOUS DIRECTIVES

The parties acknowledge that FACILITY is a wholly owned subsidiary of St. Mary's Health, Inc., St. Vincent Health and Ascension Health. Accordingly, Hospital, its employees and contracted agents are bound to conduct its activities in a manner consistent with the *Ethical and Religious Directives for Catholic Health Care Services* (ERDs) as adopted and amended from time to time by the United States Conference of Catholic Bishops (or its successor) and as implemented by the local Ordinary (diocesan Bishop). SCHOOL agrees to inform Students and Faculty participating in program at FACILITY that they are required by FACILITY to conduct themselves and carry out their activities in conformance with the Ethical and Religious Directives; provided, however, that nothing in this Agreement shall be construed to require SCHOOL to endorse any particular religious doctrine or belief.

#### XV. GENERAL PROVISIONS

- A. Neither party shall be deemed to be an employee of the other for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose.
- B. Notices or communications herein required or permitted shall be given by registered or certified mail or by hand delivery at the following addresses, unless either party shall otherwise designate its new addresses by written notice:

To SCHOOL: Department Head, Nursing  
Wabash Valley College  
2200 College Drive  
Mt. Carmel, IL 62863

To FACILITY: Marty Mattingly, Director  
Human Resources & Development  
St. Mary's Health, Inc.  
3700 Washington Avenue  
Evansville, IN 47750

- C. This Agreement contains the entire agreement of the parties hereto and shall be deemed to supersede any and all prior agreements.
- D. This Agreement may not be changed orally, but only by an instrument in writing signed by both parties hereto.
- E. This Agreement is not intended and shall not be construed to create any right or benefit in any third party. The relationship between the SCHOOL and the FACILITY shall be considered as one between independent contractors and not as a joint venture or partnership.

**XVI. TERM OF THE AGREEMENT**

The term of this Agreement shall begin on the 1<sup>st</sup> day of June, 2014, and shall continue until (i) terminated by mutual agreement of the parties, or (ii) terminated by either party, with or without cause, at any time, upon 30 days notice in writing. If this Agreement is terminated under Clause (ii) above, such termination shall not be effective until all Students currently engaged in the clinical education experience have completed their scheduled course of training.

**IN WITNESS WHEREOF:**

**APPROVED AND ACCEPTED:**

**APPROVED AND ACCEPTED:  
ST. MARY’S HEALTH, INC.**

By: \_\_\_\_\_  
Kathy Hudson, MSN, RN  
Department Head of Nursing WVC

By: \_\_\_\_\_  
John Greaney  
Vice President, Strategic Services

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

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

“SCHOOL”

“FACILITY”

IN WITNESS WHEREOF:

By: \_\_\_\_\_  
Tammy Fralicker, MSN, RN  
Associate Dean of Nursing and Allied Health

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Rodney Ranes, MS  
President, Olney Central College

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Chairman, IECC Board of Trustees

\_\_\_\_\_  
Date

## **CLINICAL EDUCATION AGREEMENT**

This Clinical Education Agreement is between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, OLNEY CENTRAL COLLEGE (herein known as "SCHOOL") and ST. MARY'S HEALTH, INC., (herein known as "FACILITY") located in Evansville, Indiana.

### V. PURPOSE

The purpose of this Agreement is to implement education experience opportunities for students enrolled in the Associate Degree Radiography program (herein known as "STUDENT" or "STUDENTS") at the FACILITY.

### VI. SCHEDULE OF ACTIVITIES

The scheduling of activities for Students will be in accordance with the schedule of courses at the SCHOOL and will be planned with the appropriate personnel of the FACILITY. Student assignments will be planned by the instructor in consultation with the appropriate supervisory personnel and will be selected in accordance with the particular experience of each Student and the opportunities available. The number of Students assigned to FACILITY and the times of rotation will be mutually agreed upon.

### VII. SCHOOL RESPONSIBILITIES

The SCHOOL shall:

- A. Notify the FACILITY of the number of Students and the rotation periods four weeks prior to the commencement of the clinical experience.
- B. Reserve the right to revoke any assignment, prior to the Student's entry into the clinical education program of the FACILITY.
- C. Send only such Students as are, to the SCHOOL's knowledge, in good health at the time of reporting for their clinical education.
- D. Forward to the FACILITY a summary of the Students' training and experience.

- E. Provide Students' full legal name, full social security number, date of birth, permanent mailing address, phone number, and email address on behalf of the student OR notify the student the clinical facility must have this information no less than 72 business hours before their clinical experience is to begin. **Students are considered Contingent Workers by Ascension Health of which St. Mary's is a Health Ministry. As such,** these demographics are requirements for our HRIS system.
- F. The SCHOOL must have a clear criminal background check available on file for all STUDENTS prior to commencement of the clinical experience. The SCHOOL may have this check performed, or may require the student to have the check performed with the results sent to the SCHOOL. SCHOOL hereby represents and warrants that only Students who have passed the criminal background check will be assigned to FACILITY; furthermore, SCHOOL agrees to provide to FACILITY, or any agency surveying the Facility and requesting such information, upon written request a copy of any and all Student background checks, including but not limited to the criminal background check.
- G. Have a minimum of a 9 panel drug screen available on file for all STUDENTS prior to commencement of the clinical experience. The SCHOOL may have this screen performed, or may require the student to have the screen performed with the results sent to the SCHOOL. SCHOOL hereby represents and warrants that only Students who have passed the drug screen will be assigned to FACILITY; furthermore, SCHOOL agrees to provide to FACILITY upon written request a copy of any and all Student drug screens performed on students assigned to FACILITY. Any question on results to be discussed with St. Mary's Human Resources Manager responsible for Associate Relations prior to student participation in the St. Mary's Experience program.
- H. Appoint an Academic Coordinator who will be the liaison representative for the SCHOOL. SCHOOL shall remain responsible for all aspects of Student discipline and shall share information with Students in accordance with applicable law.
- I. Notify the FACILITY, immediately, in writing, of any change or proposed change of the Academic Coordinator.
- J. Provide each student with appropriate general background and training in blood borne pathogens and infection control according to OSHA standards ("Infection Control"), prior to any Student beginning a clinical education experience at the FACILITY. As provided in Article IV G, the FACILITY shall provide each Student with appropriate training in Infection Control specific to any Student's particular education experience at the FACILITY.

- K. Provide each Student with appropriate general background and training in Hazardous Materials Awareness (“Hazardous Materials”), prior to any Student beginning a clinical education experience at the FACILITY. As provided in Article IV H, the FACILITY shall provide each Student with appropriate training in Hazardous Materials specific to any Student’s particular education experience at the FACILITY.
- L. Provide training on patient confidentiality, including general information related to the Health Insurance Portability and Accountability Act (“HIPAA”) privacy guidelines governing the use, disclosure and security of patients’ Protected Health Information, as defined in HIPAA.
- M. Provide a statement of philosophy and the objectives of curricular and clinical education.
- N. Consider suggestions from the FACILITY regarding curriculum improvement.
- O. Assign Students subject to the availability of the FACILITY’s personnel for teaching and supervision.
- P. Withdraw the Student from the clinical experience at the request of the FACILITY if the Student’s performance is unsatisfactory.
- Q. Require that Students comply with FACILITY’s rules and regulations as a condition of participation in rotation at the FACILITY.

#### VIII. FACILITY RESPONSIBILITIES

The FACILITY shall:

- L. Provide clinical education experience to Students of the SCHOOL. FACILITY shall retain responsibility for the care of patients of the FACILITY and shall maintain administrative and professional responsibility for supervision of Students insofar as their presence and program assignments affect the operation of the FACILITY and its care, both direct and indirect, of patients.
- M. Maintain complete records and reports on each Student’s performance and to provide an evaluation to the SCHOOL on forms provided by the SCHOOL.
- N. Permit, upon reasonable request, the inspection of the FACILITY, the services available for clinical experiences, the Student records and other items pertaining to the Program by the SCHOOL or accreditation agencies.

- O. Assess/render minor emergency care through the FACILITY's Emergency Room, if clinically able to provide the required level of treatment, for any injury/accident occurring on FACILITY premises during the scheduled clinical education experience. Such care and treatment shall be at the expense of the Student.
- P. Provide access to the physical facilities and patients necessary for the Students' clinical education experience.
- Q. Provide supervision appropriate to the academic and clinical level of assigned Students.
- R. Provide each Student with appropriate training in Infection Control specific to any Student's particular education experience at the FACILITY.
- S. Provide each Student with appropriate training in Hazardous Materials specific to any Student's particular education experience at the FACILITY.
- T. Request the SCHOOL to withdraw a Student from his/her assigned clinical education experience, when his/her clinical performance is unsatisfactory or his/her behavior is disruptive or detrimental to the FACILITY and/or patients.
- U. Provide training on FACILITY policies related to the Health Insurance Portability and Accountability Act ("HIPAA") privacy guidelines governing the use, disclosure and security of patients' Protected Health Information, as defined in HIPAA.
- V. Assume no responsibility for the health and welfare of the Students.

**XVII. CONDITIONS OF STUDENT PARTICIPATION IN ROTATION AT THE FACILITY**

- A. Student shall be permitted all FACILITY holidays.
- B. Student shall have the responsibility of transportation to and from the FACILITY and on any reasonable special assignment by the FACILITY.
- C. Student shall provide medical insurance or other financial means to cover him/herself as to expenses which may arise as the result of illness or injury occasioned during his/her period of clinical rotation at the FACILITY, acknowledging that since he/she is not an employee of the SCHOOL or the FACILITY, he/she is not protected by Workers' Compensation and neither the FACILITY nor the SCHOOL assumes any liability for injuries or illness in the absence of a showing of actual negligence on the part of the SCHOOL or FACILITY or any of its agents.

- D. Student shall complete health forms and immunizations requested by the FACILITY.
- E. Student shall be responsible for following the administrative policies of the FACILITY.
- F. Student shall be responsible for providing the necessary and appropriate uniforms required.
- G. Student shall notify the FACILITY of his/her intended time of arrival and be responsible for reporting to the designated individual at the FACILITY on time.
- H. Student shall be responsible for his/her own housing during clinical education assignments.
- I. Student shall be subject to all rules and regulations of the FACILITY.
- J. All Students shall be required to comply at all times with relevant HIPAA privacy guidelines governing all aspects of their use, possible disclosure and access to patients' Protected Health Information as defined in HIPAA.
- K. Student shall not be considered an employee of the FACILITY or the SCHOOL but a Student in the clinical education phase of his/her professional education.

#### XVIII. FINANCE

There shall be no cost to the SCHOOL for the educational experience to be provided by the FACILITY under the terms of this Agreement.

#### XIX. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT COMPLIANCE

- C. To the extent required by law, each party agrees that it will comply in all material respects with all federal and state laws, regulations, rules or orders applicable to privacy, security and electronic transactions, including but not limited to, regulations promulgated under Title II, Subtitle F of the Health Insurance Portability and Accountability Act. (Public Law 104-191) ("HIPAA").
- D. The parties shall promptly amend the Agreement to conform with any new or revised legislation, rules and regulations to which St. Mary's is subject now or in the future including, without limitation, the Standards for Privacy of Individually Identifiable Health Information or similar legislation (collectively, "Laws") in order to ensure that St. Mary's is at all times in



conformance with all Laws. If, within thirty (30) days of either party first providing notice to the other of the need to amend the Agreement to comply with Laws, the parties, acting in good faith, are (i) unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or (ii) alternatively, the parties determine in good faith that amendments or alterations to the requirements are not feasible, then either party may terminate this Agreement upon thirty (30) days prior written notice.

## XX. AFFIRMATIVE ACTION

Neither party shall discriminate on the basis of race, religion, ethnic or national origin, gender, sexual orientation, marital status, age, disability or Vietnam-era veteran status in either the selection of Students for participation in the program, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the Student's effective participation in the program.

## XXI. LIABILITY AND INSURANCE

- A. Each party to this Agreement respectively assumes responsibility for liability, real or alleged, arising from their respective activities performed pursuant to this Agreement, or the activities of their respective agents, servants or employees. Neither party nor their respective agents, servants or employees shall be liable to any third parties for any act or omission of the other party, its agents, servants or employees.
- B. The SCHOOL agrees to obtain and maintain in full force and effect during the term of this Agreement, the following insurance or equivalent self-insurance:
  - (iv) Comprehensive General Liability Insurance, including personal injury liability and broad form contractual liability coverages, with limits of not less than \$1,000,000 each occurrence for bodily injury liability and property damage liability and with such coverage to extend to and include such liability incurred by faculty, Students and other agents at the SCHOOL.
  - (v) Professional Liability Insurance covering the SCHOOL's faculty, Students (unless Subparagraph C below is applicable) and other agents for professional liability with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate for incidents, claims and suits arising from activities performed pursuant to this Agreement during the Agreement period, as well as those claims and suits arising pursuant to this Agreement reported after this Agreement has been terminated. Such coverage shall extend to and cover all

liability incurred by each Student (unless Subparagraph C below is applicable) that arises out of and during the course of each such Student's activities under the terms of this Agreement.

- (vi) The SCHOOL agrees that all of such policies of insurance (unless the SCHOOL satisfies the FACILITY that it is self insured for liability that would be covered by such policies) shall be with companies acceptable to the FACILITY, that it will cause certificates or memoranda evidencing such insurance or such self-insurance to be provided to the FACILITY on the request of the FACILITY and that such certificates or memoranda will provide that such insurance or self-insurance will not be canceled or materially changed without at least thirty (30) days' prior written notice to the FACILITY of any such cancellation.

C. The SCHOOL agrees that if its Professional Liability Insurance coverage does not extend to and cover such liability incurred by Students, then:

- (v) If the Students qualify as health care providers under I.C. 34-18-2-14, as amended and as it may be amended from time to time, the SCHOOL shall cause each Student to (a) obtain and maintain in force Professional Liability Insurance covering all liability incurred by each Student that arises out of and during the course of each such Student's activities under the terms of this Agreement, with limits of not less than those prescribed for health care providers like the Student as set forth in I.C. 34-18-4-1, as amended and as it may be amended from time to time, (b) to perform such other acts as are required of the Student to qualify under the Indiana Medical Malpractice Act and (c) to furnish the FACILITY with a certificate that each Student has filed with the Commissioner of Insurance of the State of Indiana, proof that the Student is insured for malpractice liability in at least the amounts set forth above.
- (vi) If the Students do not so qualify as health care providers, the SCHOOL shall cause each such Student to obtain and maintain in force Professional Liability Insurance covering all liability incurred by each Student that arises out of and during the course of each such Student's activities under the terms of this Agreement, with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate.
- (vii) Such Professional Liability Insurance shall cover incidents, claims and suits arising from activities performed pursuant to this Agreement during the Agreement period, as well as those claims and suits arising

pursuant to this Agreement but reported after this Agreement has been terminated.

- (viii) Such Professional Liability Insurance shall be with companies acceptable to the FACILITY, shall provide that the insurance carrier for each policy is required to give the FACILITY not less than thirty (30) days' written notice prior to any cancellation or material change of any such policy and, on the request of the FACILITY, the SCHOOL will cause certificates evidencing such insurance to be provided to the FACILITY.

## XXII. RISK MANAGEMENT

SCHOOL and FACILITY agree to notify one another promptly of any claim made by or expected from a claimant against a party to this Agreement, which claim relates to the subject matter of this Agreement. The parties agree to cooperate to dispose of any such claim. Each party to this Agreement ("Indemnitor") agrees to indemnify and hold harmless the other party (the "Indemnitee") (together with Indemnitee's successors, assigns, directors, officers, employees and any other person for whom Indemnitee may be legally responsible) from and against any loss, cost, claim or expense, including reasonable attorney fees, arising from any act of negligence or other breach of duty by Indemnitor, its successors, assigns, directors, officers, employees or agents; provided, however, that the SCHOOL's obligation to hold the FACILITY harmless shall be limited in substance by statutes of the State of Indiana designed to protect and limit the exposure and liability of the SCHOOL as an instrumentality of the State of Indiana, and that the FACILITY's obligation to hold the SCHOOL harmless shall be limited in substance by the Indiana Medical Malpractice Act designed to protect and limit the exposure and liability of the FACILITY (e.g., actions and conditions as to which FACILITY is immunized by the Indiana Malpractice Act) dollar limits stated in such Acts, exemption from punitive damages, and the continued ability to defeat a claim by reason of contributory negligence or fault of the claimant so that neither the SCHOOL's nor the FACILITY's liability to hold harmless shall exceed what might have been the respective liability of each to a claimant if sued directly by the claimant and all appropriate defenses had been raised by the SCHOOL or FACILITY.

## XXIII. HEALTH REQUIREMENTS

All Students assigned to the FACILITY shall have:

- A. Documentation of two tuberculin skin tests completed within the past twelve months (given at least one week apart) is required prior to the affiliation with the FACILITY OR for tuberculin skin test reactors, a medical statement, dated

within three (3) months prior to the affiliation with the FACILITY, indicating that the Student is free of signs and symptoms of tuberculosis;

- B. Documented proof of immunity to Rubella (German or 3-day measles), which is defined as follows:
  - iii. Documentation of one dose of MMR or Rubella vaccine after the first birthday unless contraindicated by their personal physician or other factors; OR
  - iv. Laboratory evidence of Rubella immunity
  
- C. Documented proof of immunity to Rubeola (red measles), which is defined as:
  - iii. Documentation of two doses of MMR or Measles vaccine after the first birthday, no less than one (1) month apart unless contraindicated by their personal physician or other factors; OR
  - iv. Laboratory evidence of Measles immunity
  
- D. Documented proof of immunity to Mumps, which is defined as follows:
  - iii. Documentation of two doses of MMR or Mumps vaccine after the first birthday, no less than one (1) month apart; unless contraindicated by their personal physician or other factors; OR
  - iv. Laboratory evidence of Mumps immunity
  
- E. Documentation of the Hepatitis B vaccination series and if such documentation is not available, whether the Hepatitis B vaccination series was offered to the Student, but declined.
  
- F. Documented proof of immunity to Varicella (chicken pox), which is defined as follows:
  - iv. Documentation of two doses of Varivax vaccine given no less than one (1) month apart unless contraindicated by their personal physician or other factors; OR
  - v. Laboratory evidence of Varicella immunity; OR
  - vi. A doctor diagnosed case of Varicella that has been documented and signed by a physician
  
- G. Documentation of a Tetanus, Diphtheria, and acellular Pertussis (Tdap) vaccine given within the past ten years, unless contraindicated by their personal physician or other factors.
  
- H. Documentation of an Annual Influenza vaccination (flu shot) or an approved declination by the St. Mary's Health Influenza Committee for the current flu season as determined by the CDC and local Health Dept.

#### XXIV. CORPORATE RESPONSIBILITY

FACILITY has in place a Corporate Responsibility Program ("Program"), which has as its goal to ensure that the FACILITY complies with federal, state and local laws and regulations. The Program focuses on risk management, the promotion of good corporate citizenship, including the commitment to uphold a high standard of ethical and legal business practices, and the prevention of misconduct.

- E. SCHOOL acknowledges FACILITY'S commitment to Corporate Responsibility and agrees to conduct all business transactions, which occur pursuant to this Agreement in accordance with the underlying philosophy of Corporate Responsibility adopted by the FACILITY. SCHOOL, as a contractor with the FACILITY or one of its affiliated entities, is committed to upholding the highest standard of ethical and legal business practices.
- F. SCHOOL will not tolerate illegal or unethical activity and promises to take whatever steps are required by FACILITY's Corporate Responsibility Program to identify, to report and to prevent such activity.
- G. SCHOOL has received and reviewed a copy of the FACILITY's Standards of Conduct (which is attached to this Agreement) and understands that, as a contractor with the FACILITY or one of its affiliated entities, it is expected to provide services in accordance with these Standards of Conduct.
- H. SCHOOL hereby represents and warrants that neither SCHOOL nor STUDENT has been convicted of any criminal offense neither related to health care nor been debarred, excluded, or otherwise ineligible for participation in any federal government health care program, including Medicare and Medicaid. SCHOOL hereby agrees to immediately notify Hospital of any threatened, proposed, or actual conviction or exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that SCHOOL or STUDENT is convicted of any criminal offense related to health care or is excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that SCHOOL is in breach of this provision, this Agreement, shall, as of the effective date of such conviction, exclusion, or breach, automatically terminate.

## XXV. REGULATORY COMPLIANCE

- C. The parties agree that this Agreement is intended to comply with all applicable state and federal laws, rules, regulations and accreditation standards including, but not limited to, the Medicare and Medicaid Fraud and Abuse, Anti-Kickback and Stark Statutes and Regulations, and standards of accrediting bodies, including The Joint Commission standards, and all

regulations governing use of facilities financed with tax-exempt bonds ("Laws").

- D. If, at any time, this Agreement is found to violate any applicable provision of these Laws, or if either party has a reasonable belief that this Agreement creates a material risk of violating the Laws, and after consultation with the other party, and thirty (30) days after written notice to the other party, the parties shall renegotiate the portion of this Agreement that creates the violation of the Laws. If the parties fail to reach agreement within one hundred twenty (120) days following said written notice, this Agreement shall terminate.

## XXVI. ETHICAL AND RELIGIOUS DIRECTIVES

The parties acknowledge that FACILITY is a wholly owned subsidiary of St. Mary's Health, Inc., St. Vincent Health and Ascension Health. Accordingly, Hospital, its employees and contracted agents are bound to conduct its activities in a manner consistent with the *Ethical and Religious Directives for Catholic Health Care Services* (ERDs) as adopted and amended from time to time by the United States Conference of Catholic Bishops (or its successor) and as implemented by the local Ordinary (diocesan Bishop). SCHOOL agrees to inform Students and Faculty participating in program at FACILITY that they are required by FACILITY to conduct themselves and carry out their activities in conformance with the Ethical and Religious Directives; provided, however, that nothing in this Agreement shall be construed to require SCHOOL to endorse any particular religious doctrine or belief.

## XXVII. GENERAL PROVISIONS

- A. Neither party shall be deemed to be an employee of the other for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose.
- B. Notices or communications herein required or permitted shall be given by registered or certified mail or by hand delivery at the following addresses, unless either party shall otherwise designate its new addresses by written notice:

To SCHOOL: Carol Kocher, Radiography Program Director  
Olney Central College  
305 North West Street  
Olney, IL 62450

To FACILITY: Marty Mattingly, Director  
Human Resources & Development  
St. Mary's Medical Center of Evansville, Inc.  
3700 Washington Avenue  
Evansville, IN 47750

- C. This Agreement contains the entire agreement of the parties hereto and shall be deemed to supersede any and all prior agreements.
- D. This Agreement may not be changed orally, but only by an instrument in writing signed by both parties hereto.
- E. This Agreement is not intended and shall not be construed to create any right or benefit in any third party. The relationship between the SCHOOL and the FACILITY shall be considered as one between independent contractors and not as a joint venture or partnership.

XXVIII. TERM OF THE AGREEMENT

The term of this Agreement shall begin on the 1<sup>st</sup> day of August, 2014, and shall continue until (i) terminated by mutual agreement of the parties, or (ii) terminated by either party, with or without cause, at any time, upon 30 days notice in writing. If this Agreement is terminated under Clause (ii) above, such termination shall not be effective until all Students currently engaged in the clinical education experience have completed their scheduled course of training.

IN WITNESS WHEREOF:

APPROVED AND ACCEPTED:

APPROVED AND ACCEPTED:  
ST. MARY'S HEALTH, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

John Greaney  
Vice President, Strategic Services

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

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

“SCHOOL”

“FACILITY”

## SCHOOL AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the "Agreement") is made as of this 1<sup>st</sup> day of August, 2014, by and between Illinois Eastern Community Colleges, District 529, Lincoln Trail College, hereinafter referred to as "School" and Union Hospital, Inc., hereinafter referred to as "Hospital".

### W I T N E S S E T H:

WHEREAS, School offers to enrolled students an Associate Degree Program in the field of Nursing;

WHEREAS, Hospital operates comprehensive acute-care medical-surgical facilities; and

WHEREAS, School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in a health care facility; and

WHEREAS, Hospital has agreed, subject to the specific terms and conditions of this Agreement, to make its facilities available to School for such purposes.

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

#### 1. RESPONSIBILITIES OF SCHOOL.

- A. **Clinical Program.** The scope and number of participants in any such Program at one (1) time must be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:
- (i) Orientation of students to the clinical experience at Hospital;
  - (ii) Provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;
  - (iii) Preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;
  - (iv) Continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;
  - (v) Supervision of students and their performance at Hospital;
  - (vi) Participation, with the students, in Hospital's Quality Assurance and related programs;
  - (vii) Performance of such other duties as may from time to time be agreed to between School and Hospital;
  - (viii) Provide adequate documentation attesting to competency of each instructor.
  - (ix) Have a current Health Care Provider CPR course certification by American Heart Association or American Red Cross.
  - (x) Prior to any Program Participant beginning a Program, Hospital will be provided with a listing of the names of all Program Participants.



All students, faculty, employees, agents and representatives of School participating in the Program at Hospital (the "Program Participants") shall be accountable to the Hospital's Administrator, or his designee.

- B. **Student Statements.** Prior to any Program Participant beginning a Program at Hospital, School shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B. School shall deliver copies of such forms to Hospital.
- C. **Insurance.** School shall obtain and maintain, or shall require each individual Program Participant to obtain and maintain, occurrence-type general and professional liability insurance coverage in amounts not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate per Program Participant, with insurance carriers or self-insurance programs approved by Hospital and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the term of this Agreement and upon the termination of this Agreement, or the expiration or cancellation of the insurance, School shall purchase, or shall require each individual Program Participant to purchase, tail coverage for a period of three (3) years after the termination of this Agreement or the expiration or cancellation of the claim-made coverage (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). School shall further, at its expense, obtain and maintain workers' compensation insurance and unemployment insurance for School employees assigned to Hospital. Hospital will not be financially responsible for testing, diagnosing or treating any Program Participant sent to Hospital. For all insurance required by this Paragraph 1(c), School shall require the insurance carrier notify Hospital at least thirty (30) days in advance of any cancellation or modification of such insurance policy and shall provide to Hospital certificates of insurance evidencing the above coverage at the commencement of this Agreement and annually thereafter so long as the Agreement remains in force and effect.
- D. **Health of Program Participants and On-sight Faculty.** All Program Participants and On-sight Faculty shall pass a medical examination acceptable to Hospital prior to their participation in the Program at Hospital at least once a year or as otherwise required by Indiana law. School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment. Instructor will provide the following information on the Certification Site and all information must be kept by School in a place that it may be produced if requested (Participants will not be allowed to commence experiences until all records):
- (i) Proof of current 2-step within the last year with Tuberculin skin test within the past 12 months or documentation as a previous positive reactor; and
  - (ii) Vaccination documentation of proof of (1) rubella, (2) measles (Rubeola), 2 mumps(2MMR) or proof of positive blood titers for each and two (2) chickenpox vaccinations (Varicella Zoster and/or Varicella Zoster Titer and/or written documentation of disease by a health care provider).

(iii) **National Criminal Background Check.** The Institution has verification of a national criminal background check on any student /on-site faculty prior to placement in any department within Union Hospital, Inc. The signed certification must meet the following criteria:

- a. Social Security Number Verification;
- b. Limited Criminal History Search (7 years or up to 5 criminal searches);
- c. Violent Sexual Offender and Predator Registry Search;
- d. Fingerprinting for those students and on-site faculty who will be assigned to the Union Hospital Child Care Center;
- e. HHS/OIG List of Excluded Individuals/Entities;  
<http://exclusions.oig.hhs.gov/>
- f. GSA List of Parties Excluded from Federal Programs;  
<https://www.sam.gov/portal/public/SAM/#1>
- g. US Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN);  
<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>
- h. Applicable State Exclusion List, if one;

The School shall, in a timely manner at either the School's expense or the Program Participant's expense, conduct (or have conducted) a background check on each and every student assigned to the Program and every member of the staff/faculty responsible for supervision and/or instruction. The check is to be completed initially for their intern/clinical/teaching affiliation with Union Hospital, Inc. The check will be valid with continued consecutive progression toward degree/teaching completion. If there is withdraw from degree program or teaching assignment, the background check would then need to be repeated. Student or on-site faculty is required to self-report to School facility any violations in status from initial background check. School is then required to report those violations to Union Hospital, Inc. Background Check Committee

Student/on-site faculty, who receive a positive criminal background, will not be approved for assignment at Union Hospital, Inc. unless reviewed and approved by Union Hospital, Inc.'s Background Check Committee. Union Hospital, Inc.'s Background Check Committee will provide a response to the School facility within ten (10) business days of the report being submitted. All exceptions will be reported to Union Hospital, Inc.'s Corporate Compliance Board Committee. The School or student/on-site faculty may appeal a decision by Union Hospital, Inc.'s Background Check Committee.

All such background checks shall additionally conform to Union's policies pertaining to required certification for students and faculty, including submission of the required certification forms as set forth at <https://sites.google.com/site/uhhgcer/>

The background check for staff/faculty, if licensed or certified caregivers, shall include all of the above and, in addition, shall include the following:

- a. Education verification (highest level);
- b. Professional License Verification;
- c. Certification & Designations Check;
- d. Professional Disciplinary Action Search.

(iv) **Drug Screening**

School must require a drug and alcohol test on each and every enrolled student/on-site faculty.

- a. To ensure the accuracy and fairness of the testing program, all collection and testing will be conducted pursuant to guidelines established by the Medical Review Officers of the testing Facility, and if applicable, in accordance with Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines; a confirmatory test; the opportunity for a split sample; review by an MRO, including the opportunity for students who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.
- b. Substance tested prior to placement at Hospital must at a minimum of a 10 panel screen which includes the following: amphetamines, barbiturates, benzodiazepines, opiates, marijuana, cocaine, propoxyphene, phencyclidine, methadone, and methaqualone.
- c. Student/on-site faculty may be required to undergo drug and alcohol testing upon reasonable suspicion that the student/on-site faculty has violated the policy, or after any "on-the-job" accident, which involves injury requiring medical treatment or evaluation of the student/on-site faculty or another person, or property damage. In addition, Union Hospital, Inc. may remove student/on-site faculty from the assigned location.

Drug Screen will be required for all students/on-site faculty. The screen is to be completed initially for their intern/clinical/teaching affiliation with Union Hospital, Inc. The screen will be valid with continued consecutive progression toward degree/teaching completion. If there is withdraw from degree program or teaching assignment, the screen would then need to be repeated. Student or on-site faculty are required to self-report to university/college/training facility any violations in status from initial drug screen. University/college/training facility is then required to report those violations to Union Hospital, Inc. Background Check Committee which also has oversight for drug screenings.

E. **Certification**. Union Hospital, Inc. shall require all student/on-site faculty to complete prior to first day of assigned location the following:

- (i) School will retain documentation of the student/on-site faculty

Requirements; and should be prepared to produce documents at the request of Union Hospital, Inc.

- (ii) Failure of the Certifying Facility to provide the requested documentation, or evidence of non-compliance with this policy is grounds for termination of the contract and/or agreement between the Certifying Facility and Union Hospital, Inc.
- (iii) Union Hospital, Inc. reserves the right to conduct random audits to assure the Institution's compliance with this policy.
- (iv) Verification that all requirements have been met for the student/on-site faculty will be Certified on the Certification Link forms and contact number available at: <https://sites.google.com/site/uhhgcert/>
- (v) All Certifications must be received by Union Hospital, Inc. at least two (2) weeks prior to each School placement. The Certification link is received by Volunteer Services Department at Union Hospital or Education Department at Union Hospital Clinton.

#### **CERTIFICATION FOR ONSITE FACULTY ONLY**

On-site faculty they must have the following:

- (i) Certification & Designations Check
- (ii) Professional License Verification
- (iii) Education Verification

F. **Orientation.** Prior to or on the first day of assignment, Student/on-site faculty will be required after Certification to complete the following mandatory Union Hospital, Inc. assignments:

- (i) Mandatory Orientation to UHI.
- (ii) Confidentiality/Drug Free Workplace Agreement, Health Assessment Form, Orientation Acknowledgment Form, Statement of Responsibility, and Protected Health Information, Confidentiality and Security Agreement.
- (iii) UHI ID Badge.

Union Hospital, Inc. request that on-site faculty with students will be responsible for the following:

- (i) Prior to the students' first day of experience, the on-site faculty must communicate directly with Department Supervisor on expectations, numbers of students, assigned days, and student competencies. In addition, on-site faculty must have one-on-one orientation with Manager.
- (ii) Schedule formalized meetings between on-site faculty and Department hosting student groups.

F. **Bloodborne Pathogens.** When a bloodborne pathogen exposure occurs to a student/on-site faculty, they will be treated at the Health Office from 7:00 a.m. to 4:00

p.m.

at Union Hospital Terre Haute. If the exposure occurs after 4:00 p.m., student/on-site

faculty is to notify the Administrative House Supervisor immediately. At Union Hospital Clinton contact Employee Health Representative, if available. If not available, student/on-site faculty is to notify the Administrative House Supervisor immediately.

The School will be billed for the student/on-site faculty exposure for initial testing and treatment expenses, if needed. If follow-up treatment is required, student/on-site faculty will need to follow-up with a physician designated by School.

- G. **Dress Code; Breaks.** School shall require the students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. All Program Participants shall remain on the Hospital premises for breaks, including meals. Program Participants shall pay for their own meals at Hospital.
  
- H. **Performance.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.
  
- I. **School Status.** School represents and warrants to Hospital that the School and its Program Participants participating hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the School or a Program Participant being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify Hospital of any change in status of the representation and warranty set forth in this section. Any breach of this Paragraph 1(h) shall give Hospital the right to immediately terminate this Agreement for cause.

## 2. **RESPONSIBILITIES OF HOSPITAL**

- A. Subject to Hospital space and resource requirements, Hospital shall accept those Program Participants who have been assigned to the Program by School and accepted by Hospital and reasonably cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide reasonable opportunities for such Program Participants, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.
  
- B. Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. **MUTUAL RESPONSIBILITIES.** The parties shall cooperate to fulfill the following mutual responsibilities:
- A. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Hospital or the School.
  - B. Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. **WITHDRAWAL OF PROGRAM PARTICIPANTS.**

Hospital may request School to withdraw or dismiss a student or other Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program at Hospital shall immediately cease. It is understood that only School can dismiss the Program Participant from the Program.

5. **INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES.**

The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement.

6. **NON-DISCRIMINATION.**

There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of students for participation in the Program, or as to any aspect of the clinical training; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Program.

7. **INDEMNIFICATION.**

To the extent permitted by applicable law and without waiving any defenses, School shall indemnify and hold harmless Hospital and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School or any of its faculty, Program Participants, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Hospital shall indemnify School against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by School in defending or compromising actions brought against School arising out of or related to the Hospital's performance of duties hereunder.

8. **CONFIDENTIALITY.**

School and its agents, Program Participants, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Hospital and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Hospital. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Hospital. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

9. **TERM; TERMINATION.**

A. The initial term of this Agreement shall be for twelve (12) months, commencing on the 1st day of August, 2014, and ending on the 1st day of August, 2015.

After the initial term, this Agreement will thereafter automatically renew for subsequent twelve (12) month periods (hereinafter "Renewal Term") under the same terms and provisions of the Agreement as then in force and effect, unless either party gives to the other party at least **thirty (30) days** prior written notice of that party's intention not to renew the Agreement.

B. Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed six (6) months.

10. **ENTIRE AGREEMENT.**

This Agreement and its accompanying Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

11. **SEVERABILITY.**

If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

12. **CAPTIONS.**

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

13. **NO WAIVER.**

Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

14. **GOVERNING LAW.**

This Agreement shall be governed and construed in accordance with the laws of the State of Indiana.

15. **ASSIGNMENT; BINDING EFFECT.**

School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

16. **Notices.**

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital: Union Hospital, Inc.  
1606 North 7<sup>th</sup> Street  
Terre Haute, Indiana 47802  
Attention: Vice President of Human Resources

If to School: Illinois Eastern Community Colleges, District 529  
11200 State Highway 1  
Robinson, IL 62454  
Attn: Pauletta D. Gullett

or to such other persons or places as either party may from time to time designate by written notice to the other.

17. **EXECUTION OF AGREEMENT.**

This Agreement shall not become effective or in force until all of the below named parties have fully executed this Agreement.

18. **HIPAA Requirements.**

The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements".

The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d) other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information



related to patients.

The School shall direct its Program Participants to comply with the policies and procedures of Hospital, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the Program Participants' role in relation to the use and disclosure of Hospital's protected health information, the Program Participants are defined as members of the Hospital's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the Program Participants are not and shall not be considered to be employees of Hospital.

19. **No Requirement to Refer.**

Nothing in this Agreement requires or obligates School to admit or cause the admittance of a patient to Hospital or to use Hospital's services. None of the benefits granted pursuant to this Agreement is conditioned on any requirement or expectation that the parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party. Neither party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

THE PARTIES HERETO have executed this Agreement as of the day and year first above written.

**Illinois Eastern Community Colleges, District 529**

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Union Hospital, Inc.**

By: \_\_\_\_\_

Sally Zuel

Title: Vice President, Human Resources

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

**EXHIBIT A**

**STATEMENT OF RESPONSIBILITY**

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at Union Hospital, Inc. ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by \_\_\_\_\_ ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

\_\_\_\_\_  
Signature of Program Participant/Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian if Program Participant is under 18/Print Name

\_\_\_\_\_  
Date

**EXHIBIT B**

**PROTECTED HEALTH INFORMATION, CONFIDENTIALITY, AND SECURITY AGREEMENT**

- Protected Health Information (PHI) includes patient information based on examination, test results, diagnoses, response to treatment, observation, or conversation with the patient. This information is protected and the patient has a right to the confidentiality of his or her patient care information whether this information is in written, electronic, or verbal format. PHI is individually-identifiable information that includes, but is not limited to, patient's name, account number, birthdate, admission and discharge dates, photographs, and health plan beneficiary number.
- Medical records, case histories, medical reports, images, raw test results, and medical dictations from healthcare facilities are used for student learning activities. Although patient identification is removed, all healthcare information must be protected and treated as confidential.
- Students enrolled in school programs or courses and responsible faculty are given access to patient information. Students are exposed to PHI during their clinical rotations in healthcare facilities.
- Students and responsible faculty may be issued computer identifications (IDs) and passwords to access PHI.

***Initial each to accept the Policy***

Initial	Policy
	1. It is the policy of the school/institution to keep PHI confidential and secure.
	2. Any or all PHI, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.
	3. Whether at the school or at a clinical site, students are not to discuss PHI, in general or in detail, in public areas under any circumstances, including hallways, cafeterias, elevators, or any other area where unauthorized people or those who do not have a need-to-know may overhear.
	4. Unauthorized removal of any part of original medical records is prohibited. Students and faculty may not release or display copies of PHI. Case presentation material will be used in accordance with healthcare facility policies.
	5. Students and faculty shall not access data on patients for whom they have no responsibilities or a "need-to-know" the content of PHI concerning those patients.
	6. A computer ID and password are assigned to individual students and faculty. Students

	and faculty are responsible and accountable for all work done under the associated access.
	7. Computer IDs or passwords may not be disclosed to anyone. Students and faculty are prohibited from attempting to learn or use another person's computer ID or password.
	8. Students and faculty agree to follow Hospital's privacy policies.
	9. Breach of patient confidentiality by disregarding the policies governing PHI is grounds for dismissal from the Hospital.

- I agree to abide by the above policies and other policies at the clinical site. I further agree to keep PHI confidential.
- I understand that failure to comply with these policies will result in disciplinary actions.
- I understand that Federal and State laws govern the confidentiality and security of PHI and that unauthorized disclosure of PHI is a violation of law and may result in civil and criminal penalties.

\_\_\_\_\_  
Signature of Program Participant/Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian if Program Participant is under 18/Print Name

\_\_\_\_\_  
Date

## SCHOOL AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the "Agreement") is made as of this 1<sup>st</sup> day of August, 2014, by and between Illinois Eastern Community Colleges, District #529, Olney Central Community College, hereinafter referred to as "School" and Union Hospital, Inc., hereinafter referred to as "Hospital".

### W I T N E S S E T H:

WHEREAS, School offers to enrolled students an Associates Degree in the Radiography Program;  
and

WHEREAS, Hospital operates comprehensive acute-care medical-surgical facilities; and

WHEREAS, School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in a health care facility; and

WHEREAS, Hospital has agreed, subject to the specific terms and conditions of this Agreement, to make its facilities available to School for such purposes.

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

#### 6. RESPONSIBILITIES OF SCHOOL.

- B. **Clinical Program.** The scope and number of participants in any such Program at one (1) time must be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:
- (j) Orientation of students to the clinical experience at Hospital;
  - (xi) Provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;
  - (xii) Preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;
  - (xiii) Continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;
  - (xiv) Supervision of students and their performance at Hospital;
  - (xv) Participation, with the students, in Hospital's Quality Assurance and related programs;
  - (xvi) Performance of such other duties as may from time to time be agreed to between School and Hospital;
  - (xvii) Provide adequate documentation attesting to competency of each instructor.
  - (xviii) Have a current Health Care Provider CPR course certification by American Heart Association or American Red Cross.
  - (xix) Prior to any Program Participant beginning a Program, Hospital will be provided with a listing of the names of all Program Participants.

All students, faculty, employees, agents and representatives of School participating in the Program at Hospital (the "Program Participants") shall be accountable to the Hospital's Administrator, or his designee.

the B. **Student Statements.** Prior to any Program Participant beginning a Program at Hospital, School shall require each Program Participant to sign a Statement of Responsibility, in form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B. School shall deliver copies of such forms to Hospital.

C. **Insurance.** School shall obtain and maintain, or shall require each individual Program Participant to obtain and maintain, occurrence-type general and professional liability insurance coverage in amounts not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate per Program Participant, with insurance carriers or self insurance programs approved by Hospital and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the term of this Agreement and upon the termination of this Agreement, or the expiration or cancellation of the insurance, School shall purchase, or shall require each individual Program Participant to purchase, tail coverage for a period of three (3) years after the termination of this Agreement or the expiration or cancellation of the claim-made coverage (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). School shall further, at its expense, obtain and maintain workers' compensation insurance and unemployment insurance for School employees assigned to Hospital. Hospital will not be financially responsible for testing, diagnosing or treating any Program Participant sent to Hospital. For all insurance required by this Paragraph 1(c), School shall require the insurance carrier notify Hospital at least thirty (30) days in advance of any cancellation or modification of such insurance policy and shall provide to Hospital certificates of insurance evidencing the above coverage at the commencement of this Agreement and annually thereafter so long as the Agreement remains in force and effect.

D. **Health of Program Participants and On-sight Faculty.** All Program Participants and On-sight Faculty shall pass a medical examination acceptable to Hospital prior to their participation in the Program at Hospital at least once a year or as otherwise required by Indiana law. School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment. Instructor will provide the following information on the Certification Site and all information must be kept by School in a place that it may be produced if requested (Participants will not be allowed to commence experiences until all records):

- (iv) Proof of current 2-step within the last year with Tuberculin skin test within the past 12 months or documentation as a previous positive reactor; and
- (v) Vaccination documentation of proof of (1) rubella, (2) measles (Rubeola), 2 mumps(2MMR) or proof of positive blood titers for each and two (2) chickenpox vaccinations (Varicella Zoster and/or Varicella Zoster Titer and/or written documentation of disease by a health care provider).

(vi) **National Criminal Background Check.** The Institution has verification of a national criminal background check on any student /on-site faculty prior to placement in any department within Union Hospital, Inc. The signed certification must meet the following criteria:

- g. Social Security Number Verification;
- h. Limited Criminal History Search (7 years or up to 5 criminal searches);
- i. Violent Sexual Offender and Predator Registry Search;
- j. Fingerprinting for those students and on-site faculty who will be assigned to the Union Hospital Child Care Center;
- k. HHS/OIG List of Excluded Individuals/Entities;  
<http://exclusions.oig.hhs.gov/>
- l. GSA List of Parties Excluded from Federal Programs;  
<https://www.sam.gov/portal/public/SAM/#1>
- g. US Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN);  
<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>
- h. Applicable State Exclusion List, if one;

The School shall, in a timely manner at either the School's expense or the Program Participant's expense, conduct (or have conducted) a background check on each and every student assigned to the Program and every member of the staff/faculty responsible for supervision and/or instruction. The check is to be completed initially for their intern/clinical/teaching affiliation with Union Hospital, Inc. The check will be valid with continued consecutive progression toward degree/teaching completion. If there is withdraw from degree program or teaching assignment, the background check would then need to be repeated. Student or on-site faculty is required to self-report to School facility any violations in status from initial background check. School is then required to report those violations to Union Hospital, Inc. Background Check Committee

within Student/on-site faculty, who receive a positive criminal background, will not be approved for assignment at Union Hospital, Inc. unless reviewed and approved by Union Hospital, Inc.'s Background Check Committee. Union Hospital, Inc.'s Background Check Committee will provide a response to the School facility ten (10) business days of the report being submitted. All exceptions will be reported to Union Hospital, Inc.'s Corporate Compliance Board Committee. The School or student/on-site faculty may appeal a decision by Union Hospital, Inc.'s Background Check Committee.

All such background checks shall additionally conform to Union's policies pertaining to required certification for students and faculty, including submission of the required certification forms as set forth at <https://sites.google.com/site/uhhgcert/>

The background check for staff/faculty, if licensed or certified caregivers, shall include all of the above and, in addition, shall include the following:

- e. Education verification (highest level);
- f. Professional License Verification;
- g. Certification & Designations Check;
- h. Professional Disciplinary Action Search.

(iv) **Drug Screening**

School must require a drug and alcohol test on each and every enrolled student/on-site faculty.

- d. To ensure the accuracy and fairness of the testing program, all collection and testing will be conducted pursuant to guidelines established by the Medical Review Officers of the testing Facility, and if applicable, in accordance with Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines; a confirmatory test; the opportunity for a split sample; review by an MRO, including the opportunity for students who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.
- e. Substance tested prior to placement at Hospital must at a minimum of a 10 panel screen which includes the following: amphetamines, barbiturates, benzodiazepines, opiates, marijuana, cocaine, propoxyphene, phencyclidine, methadone, and methaqualone.
- f. Student/on-site faculty may be required to undergo drug and alcohol testing upon reasonable suspicion that the student/on-site faculty has violated the policy, or after any "on-the-job" accident, which involves injury requiring medical treatment or evaluation of the student/on-site faculty or another person, or property damage. In addition, Union Hospital, Inc. may remove student/on-site faculty from the assigned location.

Drug Screen will be required for all students/on-site faculty. The screen is to be completed initially for their intern/clinical/teaching affiliation with Union Hospital, Inc. The screen will be valid with continued consecutive progression toward degree/teaching completion. If there is withdraw from degree program or teaching assignment, the screen would then need to be repeated. Student or on-site faculty are required to self-report to university/college/training facility any violations in status from initial drug screen. University/college/training facility is then required to report those violations to Union Hospital, Inc. Background Check Committee which also has oversight for drug screenings.

- E. **Certification**. Union Hospital, Inc. shall require all student/on-site faculty to complete prior to first day of assigned location the following:

- (v) School will retain documentation of the student/on-site faculty Requirements; and should be prepared to produce documents at the request of Union Hospital, Inc.
- (vi) Failure of the Certifying Facility to provide the requested documentation, or evidence of non-compliance with this policy is grounds for termination of the contract and/or agreement between the Certifying Facility and Union Hospital, Inc.
- (vii) Union Hospital, Inc. reserves the right to conduct random audits to assure the Institution's compliance with this policy.
- (viii) Verification that all requirements have been met for the student/on-site faculty will be Certified on the Certification Link forms and contact number available at: <https://sites.google.com/site/uhhgcert/>
- (v) All Certifications must be received by Union Hospital, Inc. at least two (2) weeks prior to each School placement. The Certification link is received by Volunteer Services Department at Union Hospital or Education Department at Union Hospital Clinton.

**CERTIFICATION FOR ONSITE FACULTY ONLY**

On-site faculty they must have the following:

- (iv) Certification & Designations Check
- (v) Professional License Verification
- (vi) Education Verification

F. **Orientation.** Prior to or on the first day of assignment, Student/on-site faculty will be required after Certification to complete the following mandatory Union Hospital, Inc. assignments:

- (iv) Mandatory Orientation to UHI.
- (v) Confidentiality/Drug Free Workplace Agreement, Health Assessment Form, Orientation Acknowledgment Form, Statement of Responsibility, and Protected Health Information, Confidentiality and Security Agreement.
- (vi) UHI ID Badge.

Union Hospital, Inc. request that on-site faculty with students will be responsible for the following:

- (iii) Prior to the students' first day of experience, the on-site faculty must communicate directly with Department Supervisor on expectations, numbers of students, assigned days, and student competencies. In addition, on-site faculty must have one-on-one orientation with Manager.
- (iv) Schedule formalized meetings between on-site faculty and Department hosting student groups.

F. **Bloodborne Pathogens.** When a bloodborne pathogen exposure occurs to a



p.m. student/on-site faculty, they will be treated at the Health Office from 7:00 a.m. to 4:00

at Union Hospital Terre Haute. If the exposure occurs after 4:00 p.m., student/on-site faculty is to notify the Administrative House Supervisor immediately. At Union Hospital Clinton contact Employee Health Representative, if available. If not available, student/on-site faculty is to notify the Administrative House Supervisor immediately.

and faculty The School will be billed for the student/on-site faculty exposure for initial testing treatment expenses, if needed. If follow-up treatment is required, student/on-site will need to follow-up with a physician designated by School.

G. **Dress Code: Breaks.** School shall require the students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. All Program Participants shall remain on the Hospital premises for breaks, including meals. Program Participants shall pay for their own meals at Hospital.

H. **Performance.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with standards and guidelines of all applicable accrediting bodies and the bylaws, regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

I. **School Status.** School represents and warrants to Hospital that the School and its Program Participants participating hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the School or a Program Participant being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify Hospital of any change in status of the representation and warranty set forth in this section. Any breach of this Paragraph 1(h) shall give Hospital the right to immediately terminate this Agreement for cause.

## 7. **RESPONSIBILITIES OF HOSPITAL**

A. Subject to Hospital space and resource requirements, Hospital shall accept those Program Participants who have been assigned to the Program by School and accepted by Hospital and reasonably cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide reasonable opportunities for such Program Participants, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

- B. Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

8. **MUTUAL RESPONSIBILITIES.** The parties shall cooperate to fulfill the following mutual responsibilities:

- A. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Hospital or the School.
- B. Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

9. **WITHDRAWAL OF PROGRAM PARTICIPANTS.**

Hospital may request School to withdraw or dismiss a student or other Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program at Hospital shall immediately cease. It is understood that only School can dismiss the Program Participant from the Program.

10. **INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES.**

The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement.

6. **NON-DISCRIMINATION.**

There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of students for participation in the Program, or as to any aspect of the clinical training; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Program.

7. **INDEMNIFICATION.**

To the extent permitted by applicable law and without waiving any defenses, School shall indemnify and hold harmless Hospital and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School or any of its faculty, Program Participants, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Hospital shall indemnify School against liabilities, claims, damages and

expenses, including reasonable attorneys' fees, incurred by School in defending or compromising actions brought against School arising out of or related to the Hospital's performance of duties hereunder.

8. **CONFIDENTIALITY.**

School and its agents, Program Participants, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Hospital and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Hospital. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Hospital. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

9. **TERM; TERMINATION.**

A. The initial term of this Agreement shall be for twelve (12) months, commencing on the 1st day of August, 2014, and ending on the 1st day of August, 2015.

After the initial term, this Agreement will thereafter automatically renew for subsequent twelve (12) month periods (hereinafter "Renewal Term") under the same terms and provisions of the Agreement as then in force and effect, unless either party gives to the other party at least **thirty (30) days** prior written notice of that party's intention not to renew the Agreement.

B. Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed six (6) months.

10. **ENTIRE AGREEMENT.**

This Agreement and its accompanying Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

11. **SEVERABILITY.**

If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

12. **CAPTIONS.**

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

13. **No WAIVER.**

Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

14. **GOVERNING LAW.**

This Agreement shall be governed and construed in accordance with the laws of the State of Indiana.

15. **ASSIGNMENT; BINDING EFFECT.**

School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

16. **Notices.**

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital: Union Hospital, Inc.  
1606 North 7<sup>th</sup> Street  
Terre Haute, Indiana 47802  
Attention: Vice President of Human Resources

If to School: Illinois Eastern Community Colleges, District #529  
Olney Central College  
305 North West Street  
Olney, IL 62450  
Attention: Carol Kocher, Radiography Program Director

or to such other persons or places as either party may from time to time designate by written notice to the other.

17. **EXECUTION OF AGREEMENT.**

This Agreement shall not become effective or in force until all of the below named parties have fully executed this Agreement.

18. **HIPAA Requirements.**

The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements".

The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d) other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.

The School shall direct its Program Participants to comply with the policies and procedures of Hospital, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the Program Participants' role in relation to the use and disclosure of Hospital's protected health information, the Program Participants are defined as members of the Hospital's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the Program Participants are not and shall not be considered to be employees of Hospital.

19. **No Requirement to Refer.**

Nothing in this Agreement requires or obligates School to admit or cause the admittance of a patient to Hospital or to use Hospital's services. None of the benefits granted pursuant to this Agreement is conditioned on any requirement or expectation that the parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party. Neither party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

THE PARTIES HERETO have executed this Agreement as of the day and year first above written.

**ILLINOIS EASTERN COMMUNITY COLLEGE**  
**DISTRICT #529 , OLNEY CENTRAL**  
**COMMUNITY COLLEGE**

**Union Hospital, Inc.**

By: \_\_\_\_\_  
Tammy Fralicker  
Associate Dean of Allied Health

By: \_\_\_\_\_  
Sally Zuel  
Vice President, Human Resources

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

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

By: \_\_\_\_\_  
Carol Kocher  
Radiography Program Director

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

**EXHIBIT A**

**STATEMENT OF RESPONSIBILITY**

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at Union Hospital, Inc. ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by \_\_\_\_\_ ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

\_\_\_\_\_  
Signature of Program Participant/Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian if Program Participant is under 18/Print Name

\_\_\_\_\_  
Date

**EXHIBIT B**

**PROTECTED HEALTH INFORMATION, CONFIDENTIALITY, AND SECURITY AGREEMENT**

- Protected Health Information (PHI) includes patient information based on examination, test results, diagnoses, response to treatment, observation, or conversation with the patient. This information is protected and the patient has a right to the confidentiality of his or her patient care information whether this information is in written, electronic, or verbal format. PHI is individually-identifiable information that includes, but is not limited to, patient's name, account number, birthdate, admission and discharge dates, photographs, and health plan beneficiary number.
- Medical records, case histories, medical reports, images, raw test results, and medical dictations from healthcare facilities are used for student learning activities. Although patient identification is removed, all healthcare information must be protected and treated as confidential.
- Students enrolled in school programs or courses and responsible faculty are given access to patient information. Students are exposed to PHI during their clinical rotations in healthcare facilities.
- Students and responsible faculty may be issued computer identifications (IDs) and passwords to access PHI.

***Initial each to accept the Policy***

Initial	Policy
	10. It is the policy of the school/institution to keep PHI confidential and secure.
	11. Any or all PHI, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.
	12. Whether at the school or at a clinical site, students are not to discuss PHI, in general or in detail, in public areas under any circumstances, including hallways, cafeterias, elevators, or any other area where unauthorized people or those who do not have a need-to-know may overhear.
	13. Unauthorized removal of any part of original medical records is prohibited. Students and faculty may not release or display copies of PHI. Case presentation material will be used in accordance with healthcare facility policies.
	14. Students and faculty shall not access data on patients for whom they have no responsibilities or a "need-to-know" the content of PHI concerning those patients.
	15. A computer ID and password are assigned to individual students and faculty. Students

	and faculty are responsible and accountable for all work done under the associated access.
	16. Computer IDs or passwords may not be disclosed to anyone. Students and faculty are prohibited from attempting to learn or use another person's computer ID or password.
	17. Students and faculty agree to follow Hospital's privacy policies.
	18. Breach of patient confidentiality by disregarding the policies governing PHI is grounds for dismissal from the Hospital.

- I agree to abide by the above policies and other policies at the clinical site. I further agree to keep PHI confidential.
- I understand that failure to comply with these policies will result in disciplinary actions.
- I understand that Federal and State laws govern the confidentiality and security of PHI and that unauthorized disclosure of PHI is a violation of law and may result in civil and criminal penalties.

\_\_\_\_\_  
Signature of Program Participant/Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian if Program Participant is under 18/Print Name

\_\_\_\_\_  
Date

## SCHOOL AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the "Agreement") is made as of this 1<sup>st</sup> day of August, 2014, by and between Illinois Eastern Community College, District #529, Olney Central Community College, hereinafter referred to as "School" and Union Hospital, Inc. owned site, hereinafter referred to as "Hospital".

### W I T N E S S E T H:

WHEREAS, School offers to enrolled students in a degree program for Medical Office Assistant and Medical Coding Certification at Olney Central Community College only; and

WHEREAS, Hospital operates comprehensive acute-care medical-surgical facilities; and

WHEREAS, School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in a health care facility; and

WHEREAS, Hospital has agreed, subject to the specific terms and conditions of this Agreement, to make its facilities available to School for such purposes.

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

#### 11. RESPONSIBILITIES OF SCHOOL.

- C. **Clinical Program.** The scope and number of participants in any such Program at one (1) time must be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following:
- (k) Orientation of students to the clinical experience at Hospital;
  - (xx) Provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;
  - (xxi) Preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;
  - (xxii) Continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;
  - (xxiii) Supervision of students and their performance at Hospital;
  - (xxiv) Participation, with the students, in Hospital's Quality Assurance and related programs;
  - (xxv) Performance of such other duties as may from time to time be agreed to between School and Hospital;
  - (xxvi) Provide adequate documentation attesting to competency of each instructor.
  - (xxvii) Have a current Health Care Provider CPR course certification by American Heart Association or American Red Cross.
  - (xxviii) Prior to any Program Participant beginning a Program, Hospital will be provided with a listing of the names of all Program Participants.



All students, faculty, employees, agents and representatives of School participating in the Program at Hospital (the "Program Participants") shall be accountable to the Hospital's Administrator, or his designee.

- B. **Student Statements.** Prior to any Program Participant beginning a Program at Hospital, School shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B. School shall deliver copies of such forms to Hospital.
- C. **Insurance.** School shall obtain and maintain, or shall require each individual Program Participant to obtain and maintain, occurrence-type general and professional liability insurance coverage in amounts not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate per Program Participant, with insurance carriers or self insurance programs approved by Hospital and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the term of this Agreement and upon the termination of this Agreement, or the expiration or cancellation of the insurance, School shall purchase, or shall require each individual Program Participant to purchase, tail coverage for a period of three (3) years after the termination of this Agreement or the expiration or cancellation of the claim-made coverage (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). School shall further, at its expense, obtain and maintain workers' compensation insurance and unemployment insurance for School employees assigned to Hospital. Hospital will not be financially responsible for testing, diagnosing or treating any Program Participant sent to Hospital. For all insurance required by this Paragraph 1(c), School shall require the insurance carrier notify Hospital at least thirty (30) days in advance of any cancellation or modification of such insurance policy and shall provide to Hospital certificates of insurance evidencing the above coverage at the commencement of this Agreement and annually thereafter so long as the Agreement remains in force and effect.
- D. **Health of Program Participants and On-sight Faculty.** All Program Participants and On-sight Faculty shall pass a medical examination acceptable to Hospital prior to their participation in the Program at Hospital at least once a year or as otherwise required by Indiana law. School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment. Instructor will provide the following information on the Certification Site and all information must be kept by School in a place that it may be produced if requested (Participants will not be allowed to commence experiences until all records):
- (vii) Proof of current 2-step within the last year with Tuberculin skin test within the past 12 months or documentation as a previous positive reactor; and
  - (viii) Vaccination documentation of proof of (1) rubella, (2) measles (Rubeola), 2 mumps(2MMR) or proof of positive blood titers for each and two (2) chickenpox vaccinations (Varicella Zoster and/or Varicella Zoster Titer and/or written documentation of disease by a health care provider).

(ix) **National Criminal Background Check.** The Institution has verification of a national criminal background check on any student /on-site faculty prior to placement in any department within Union Hospital, Inc. The signed certification must meet the following criteria:

- m. Social Security Number Verification;
- n. Limited Criminal History Search (7 years or up to 5 criminal searches);
- o. Violent Sexual Offender and Predator Registry Search;
- p. Fingerprinting for those students and on-site faculty who will be assigned to the Union Hospital Child Care Center;
- q. HHS/OIG List of Excluded Individuals/Entities;  
<http://exclusions.oig.hhs.gov/>
- r. GSA List of Parties Excluded from Federal Programs;  
<https://www.sam.gov/portal/public/SAM/#1>
- g. US Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN);  
<http://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>
- h. Applicable State Exclusion List, if one;

The School shall, in a timely manner at either the School's expense or the Program Participant's expense, conduct (or have conducted) a background check on each and every student assigned to the Program and every member of the staff/faculty responsible for supervision and/or instruction. The check is to be completed initially for their intern/clinical/teaching affiliation with Union Hospital, Inc. The check will be valid with continued consecutive progression toward degree/teaching completion. If there is withdraw from degree program or teaching assignment, the background check would then need to be repeated. Student or on-site faculty is required to self-report to School facility any violations in status from initial background check. School is then required to report those violations to Union Hospital, Inc. Background Check Committee

Student/on-site faculty, who receive a positive criminal background, will not be approved for assignment at Union Hospital, Inc. unless reviewed and approved by Union Hospital, Inc.'s Background Check Committee. Union Hospital, Inc.'s Background Check Committee will provide a response to the School facility within ten (10) business days of the report being submitted. All exceptions will be reported to Union Hospital, Inc.'s Corporate Compliance Board Committee. The School or student/on-site faculty may appeal a decision by Union Hospital, Inc.'s Background Check Committee.

All such background checks shall additionally conform to Union's policies pertaining to required certification for students and faculty, including submission of the required certification forms as set forth at <https://sites.google.com/site/uhhgcer/>

The background check for staff/faculty, if licensed or certified caregivers, shall include all of the above and, in addition, shall include the following:

- i. Education verification (highest level);
- j. Professional License Verification;
- k. Certification & Designations Check;
- l. Professional Disciplinary Action Search.

(iv) **Drug Screening**

School must require a drug and alcohol test on each and every enrolled student/on-site faculty.

- g. To ensure the accuracy and fairness of the testing program, all collection and testing will be conducted pursuant to guidelines established by the Medical Review Officers of the testing Facility, and if applicable, in accordance with Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines; a confirmatory test; the opportunity for a split sample; review by an MRO, including the opportunity for students who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.
- h. Substance tested prior to placement at Hospital must at a minimum of a 10 panel screen which includes the following: amphetamines, barbiturates, benzodiazepines, opiates, marijuana, cocaine, propoxyphene, phencyclidine, methadone, and methaqualone.
- i. Student/on-site faculty may be required to undergo drug and alcohol testing upon reasonable suspicion that the student/on-site faculty has violated the policy, or after any "on-the-job" accident, which involves injury requiring medical treatment or evaluation of the student/on-site faculty or another person, or property damage. In addition, Union Hospital, Inc. may remove student/on-site faculty from the assigned location.

Drug Screen will be required for all students/on-site faculty. The screen is to be completed initially for their intern/clinical/teaching affiliation with Union Hospital, Inc. The screen will be valid with continued consecutive progression toward degree/teaching completion. If there is withdraw from degree program or teaching assignment, the screen would then need to be repeated. Student or on-site faculty are required to self-report to university/college/training facility any violations in status from initial drug screen. University/college/training facility is then required to report those violations to Union Hospital, Inc. Background Check Committee which also has oversight for drug screenings.

- E. **Certification**. Union Hospital, Inc. shall require all student/on-site faculty to complete prior to first day of assigned location the following:

- (ix) School will retain documentation of the student/on-site faculty Requirements; and should be prepared to produce documents at the request of Union Hospital, Inc.
- (x) Failure of the Certifying Facility to provide the requested documentation, or evidence of non-compliance with this policy is grounds for termination of the contract and/or agreement between the Certifying Facility and Union Hospital, Inc.
- (xi) Union Hospital, Inc. reserves the right to conduct random audits to assure the Institution's compliance with this policy.
- (xii) Verification that all requirements have been met for the student/on-site faculty will be Certified on the Certification Link forms and contact number available at: <https://sites.google.com/site/uhhcert/>
- (v) All Certifications must be received by Union Hospital, Inc. at least two (2) weeks prior to each School placement. The Certification link is received by Volunteer Services Department at Union Hospital or Education Department at Union Hospital Clinton.

**CERTIFICATION FOR ONSITE FACULTY ONLY**

On-site faculty they must have the following:

- (vii) Certification & Designations Check
- (viii) Professional License Verification
- (ix) Education Verification

F. **Orientation.** Prior to or on the first day of assignment, Student/on-site faculty will be required after Certification to complete the following mandatory Union Hospital, Inc. assignments:

- (vii) Mandatory Orientation to UHI.
- (viii) Confidentiality/Drug Free Workplace Agreement, Health Assessment Form, Orientation Acknowledgment Form, Statement of Responsibility, and Protected Health Information, Confidentiality and Security Agreement.
- (ix) UHI ID Badge.

Union Hospital, Inc. request that on-site faculty with students will be responsible for the following:

- (v) Prior to the students' first day of experience, the on-site faculty must communicate directly with Department Supervisor on expectations, numbers of students, assigned days, and student competencies. In addition, on-site faculty must have one-on-one orientation with Manager.
- (vi) Schedule formalized meetings between on-site faculty and Department hosting student groups.

G. **Bloodborne Pathogens.** When a bloodborne pathogen exposure occurs to a student/on-site faculty, they will be treated at the Health Office from 7:00 a.m. to 4:00 p.m. at Union Hospital Terre Haute. If the exposure occurs after 4:00 p.m., student/on-

site faculty is to notify the Administrative House Supervisor immediately. At Union Hospital Clinton contact Employee Health Representative, if available. If not available, student/on-site faculty is to notify the Administrative House Supervisor immediately.

The School will be billed for the student/on-site faculty exposure for initial testing and treatment expenses, if needed. If follow-up treatment is required, student/on-site faculty will need to follow-up with a physician designated by School.

- H. **Dress Code; Breaks.** School shall require the students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. All Program Participants shall remain on the Hospital premises for breaks, including meals. Program Participants shall pay for their own meals at Hospital.
  
- I. **Performance.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.
  
- J. **School Status.** School represents and warrants to Hospital that the School and its Program Participants participating hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the School or a Program Participant being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify Hospital of any change in status of the representation and warranty set forth in this section. Any breach of this Paragraph 1(h) shall give Hospital the right to immediately terminate this Agreement for cause.

## 12. **RESPONSIBILITIES OF HOSPITAL**

- A. Subject to Hospital space and resource requirements, Hospital shall accept those Program Participants who have been assigned to the Program by School and accepted by Hospital and reasonably cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide reasonable opportunities for such Program Participants, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Hospital operations. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.
  
- B. Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

13. **MUTUAL RESPONSIBILITIES.** The parties shall cooperate to fulfill the following mutual responsibilities:

- A. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Hospital or the School.
- B. Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

14. **WITHDRAWAL OF PROGRAM PARTICIPANTS.**

Hospital may request School to withdraw or dismiss a student or other Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program at Hospital shall immediately cease. It is understood that only School can dismiss the Program Participant from the Program.

15. **INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES.**

The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement.

6. **NON-DISCRIMINATION.**

There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of students for participation in the Program, or as to any aspect of the clinical training; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Program.

7. **INDEMNIFICATION.**

To the extent permitted by applicable law and without waiving any defenses, School shall indemnify and hold harmless Hospital and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School or any of its faculty, Program Participants, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Hospital shall indemnify School against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by School in defending or compromising actions brought against School arising out of or related to the Hospital's performance of duties hereunder.

8. **CONFIDENTIALITY.**

School and its agents, Program Participants, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Hospital and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Hospital. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Hospital. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

9. **TERM; TERMINATION.**

A. The initial term of this Agreement shall be for twelve (12) months, commencing on the 1st day of August, 2014, and ending on the 1st day of August, 2015.

After the initial term, this Agreement will thereafter automatically renew for subsequent twelve (12) month periods (hereinafter "Renewal Term") under the same terms and provisions of the Agreement as then in force and effect, unless either party gives to the other party at least **thirty (30) days** prior written notice of that party's intention not to renew the Agreement.

B. Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed six (6) months.

10. **ENTIRE AGREEMENT.**

This Agreement and its accompanying Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

11. **SEVERABILITY.**

If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

12. **CAPTIONS.**

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

13. **NO WAIVER.**

Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

14. **GOVERNING LAW.**

This Agreement shall be governed and construed in accordance with the laws of the State of Indiana.

15. **ASSIGNMENT; BINDING EFFECT.**

School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

16. **Notices.**

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Hospital: Union Hospital, Inc.  
1606 North 7<sup>th</sup> Street  
Terre Haute, Indiana 47802  
Attention: Vice President of Human Resources

If to School: Illinois Eastern Community College, District #529  
Olney Center Community College  
305 North West Street  
Olney, IL 62450  
Attention: Amie Mayhall, Instructor

or to such other persons or places as either party may from time to time designate by written notice to the other.

17. **EXECUTION OF AGREEMENT.**

This Agreement shall not become effective or in force until all of the below named parties have fully executed this Agreement.

18. **HIPAA Requirements.**

The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements".

The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d) other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the



confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.

The School shall direct its Program Participants to comply with the policies and procedures of Hospital, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the Program Participants' role in relation to the use and disclosure of Hospital's protected health information, the Program Participants are defined as members of the Hospital's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the Program Participants are not and shall not be considered to be employees of Hospital.

19. **No Requirement to Refer.**

Nothing in this Agreement requires or obligates School to admit or cause the admittance of a patient to Hospital or to use Hospital's services. None of the benefits granted pursuant to this Agreement is conditioned on any requirement or expectation that the parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party. Neither party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

THE PARTIES HERETO have executed this Agreement as of the day and year first above written.

**ILLINOIS EASTERN COMMUNITY COLLEGE**  
**DISTRICT #529 , OLNEY CENTRAL**  
**COMMUNITY COLLEGE**

**Union Hospital, Inc.**

By: \_\_\_\_\_  
Jeff Cutchin  
Dean of Instruction

By: \_\_\_\_\_  
Sally Zuel  
Vice President, Human Resources

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

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

By: \_\_\_\_\_  
Amie Mayhall  
Instructor

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

## EXHIBIT A

### STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at Union Hospital, Inc. ("Hospital"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by \_\_\_\_\_ ("School") at Hospital unless such injury or loss arises solely out of Hospital's gross negligence or willful misconduct.

\_\_\_\_\_  
Signature of Program Participant/Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian if Program Participant is under 18/Print Name

\_\_\_\_\_  
Date

## EXHIBIT B

### PROTECTED HEALTH INFORMATION, CONFIDENTIALITY, AND SECURITY AGREEMENT

- Protected Health Information (PHI) includes patient information based on examination, test results, diagnoses, response to treatment, observation, or conversation with the patient. This information is protected and the patient has a right to the confidentiality of his or her patient care information whether this information is in written, electronic, or verbal format. PHI is individually-identifiable information that includes, but is not limited to, patient's name, account number, birthdate, admission and discharge dates, photographs, and health plan beneficiary number.
- Medical records, case histories, medical reports, images, raw test results, and medical dictations from healthcare facilities are used for student learning activities. Although patient identification is removed, all healthcare information must be protected and treated as confidential.
- Students enrolled in school programs or courses and responsible faculty are given access to patient information. Students are exposed to PHI during their clinical rotations in healthcare facilities.
- Students and responsible faculty may be issued computer identifications (IDs) and passwords to access PHI.

#### ***Initial each to accept the Policy***

Initial	Policy
	19. It is the policy of the school/institution to keep PHI confidential and secure.
	20. Any or all PHI, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.
	21. Whether at the school or at a clinical site, students are not to discuss PHI, in general or in detail, in public areas under any circumstances, including hallways, cafeterias, elevators, or any other area where unauthorized people or those who do not have a need-to-know may overhear.
	22. Unauthorized removal of any part of original medical records is prohibited. Students and faculty may not release or display copies of PHI. Case presentation material will be used in accordance with healthcare facility policies.
	23. Students and faculty shall not access data on patients for whom they have no responsibilities or a "need-to-know" the content of PHI concerning those patients.
	24. A computer ID and password are assigned to individual students and faculty. Students

	and faculty are responsible and accountable for all work done under the associated access.
	25. Computer IDs or passwords may not be disclosed to anyone. Students and faculty are prohibited from attempting to learn or use another person's computer ID or password.
	26. Students and faculty agree to follow Hospital's privacy policies.
	27. Breach of patient confidentiality by disregarding the policies governing PHI is grounds for dismissal from the Hospital.

- I agree to abide by the above policies and other policies at the clinical site. I further agree to keep PHI confidential.
- I understand that failure to comply with these policies will result in disciplinary actions.
- I understand that Federal and State laws govern the confidentiality and security of PHI and that unauthorized disclosure of PHI is a violation of law and may result in civil and criminal penalties.

\_\_\_\_\_  
Signature of Program Participant/Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian if Program Participant is under 18/Print Name

\_\_\_\_\_  
Date

**Agenda Item #9**

**Bid Committee Report**

**Parking Lot Sealing for Lincoln Trail College**

BID COMMITTEE REPORT  
August 19, 2014

Lincoln Trail College

1. Parking Lot Sealing for Lincoln Trail College

TO: Board of Trustees

FROM: Bid Committee

DATE: August 19, 2014

SUBJECT: Parking Lot Sealing for Lincoln Trail College

The following bid recommendation is based upon the lowest responsible bid, considering conformity with specifications, terms of delivery, quality and serviceability.

The Bid Committee recommends acceptance of the low bid received that meets all specifications from **HSC Pavement Maintenance**, for a total of **\$26,335.00**.

Parking Lot Sealing for LTC	
Company	Total Bid
<b>HSC Pavement Maintenance, Albion, IL</b>	<b>\$26,335.00</b>
WEP Asphalt, Lawrenceville, IL	\$38,517.00
Woll's Commercial Sealing & Striping, Marshall, IL	\$30,123.63

Respectfully submitted,

Roger Browning, Treasurer  
Terry L. Bruce  
Kathy Harris

Department: Maintenance

Source of Funds: Facility Maintenance

Rationale for Purchase: The parking lot has not been sealed since 2002, and the markings and curbs have not been repainted since 2012, and are in desperate need of restriping and painting. The money for this project comes from our parking lot funds.

The "Advertisement for Bids" was placed in the Robinson Daily News and the Wayne County Press for one (1) day. In addition, individual invitations to bid were sent directly to twenty-nine (29) potential vendors.

**Specifications for LTC Parking Lot Sealing**

- 183,695 square feet of asphalt parking lot to be sealed
- Lot cleaned and crack filled then sealed
- 11,781 feet of lines to restripe
- 1,430 feet of curb to be power washed and repainted
- 10 handicap areas to be repainted
- 31 no parking areas to be repainted
- 2 fire lane to be repainted
- 2 stop bars to be repainted

**ALL SUPPLIES, LABOR AND ANY OTHER CHARGES ARE TO BE INCLUDED IN THE BID TOTAL. THE BID, AS SUBMITTED ON THIS FORM, WILL REMAIN FIRM FOR EIGHT WEEKS FROM THE DATE RECEIVED BY ILLINOIS EASTERN COMMUNITY COLLEGES.**

TOTAL BID \$ \_\_\_\_\_

APPROX. DELIVERY DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

PRINT NAME \_\_\_\_\_

COMPANY \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE \_\_\_\_\_

FAX \_\_\_\_\_

DATE \_\_\_\_\_

**NOTE: PLEASE SUBMIT BID IN DUPLICATE.**

**Agenda Item #10**

**District Finance**

**A. Financial Report**

**B. Approval of Financial Obligations**



**ILLINOIS EASTERN COMMUNITY COLLEGES  
DISTRICT #529**

**TREASURER'S REPORT  
July 31, 2014**

<b>FUND</b>	<b>BALANCE</b>
Educational	\$4,151,897.78
Operations & Maintenance	\$1,229,591.19
Operations & Maintenance (Restricted)	(\$155,336.16)
Bond & Interest	\$435,939.31
Auxiliary	(\$102,032.18)
Restricted Purposes	\$167,007.36
Working Cash	\$193,431.00
Trust & Agency	\$427,228.70
Audit	(\$19,564.42)
Liability, Protection & Settlement	\$99,245.40
<b>TOTAL ALL FUNDS</b>	<b>\$6,427,407.98</b>

Respectfully submitted,

Roger Browning, Treasurer

**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Combined Balance Sheet - All Funds**  
**July 31, 2014**

	<b>ALL FUNDS</b> <hr style="border: 1px solid black;"/> <b>Fiscal</b> <b>Year</b> <b>2015</b> <hr style="border: 1px solid black;"/>
<b>ASSETS:</b>	
CASH	6,427,408
IMPREST FUND	21,900
CHECK CLEARING	12,500
INVESTMENTS	22,590,000
RECEIVABLES	6,902,088
ACCRUED REVENUE	-
INTERFUND RECEIVABLES	-
INVENTORY	729,697
OTHER ASSETS	1,020,934
TOTAL ASSETS AND OTHER DEBITS:	<hr style="border: 1px solid black;"/> 37,704,527
 <b>LIABILITIES:</b>	
PAYROLL DEDUCTIONS PAYABLE	225,293
ACCOUNTS PAYABLE	31,112
ACCRUED EXPENSES	-
INTERFUND PAYABLES	-
DEFERRED REVENUE	-
OTHER LIABILITIES	201,662
TOTAL LIABILITIES:	<hr style="border: 1px solid black;"/> 458,067
 <b>EQUITY AND OTHER CREDITS:</b>	
INVESTMENT IN PLANT	3,083,078
PR YR BDGTD CHANGE TO FUND BALANCE	(248,930)
 <b>FUND BALANCES:</b>	
FUND BALANCE	25,100,090
RESERVE FOR ENCUMBRANCES	9,312,222
TOTAL EQUITY AND OTHER CREDITS	<hr style="border: 1px solid black;"/> 37,246,460
 TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	 <hr style="border: 1px solid black;"/> <hr style="border: 1px solid black;"/> 37,704,527

ILLINOIS EASTERN COMMUNITY COLLEGES  
 Combined Statement of Revenues, Expenses,  
 and Changes in Net Assets  
 AS OF July 31, 2014

ALL FUNDS

FY 2015  
 YEAR-TO-DATE

REVENUES:

LOCAL GOVT SOURCES	4,220
STATE GOVT SOURCES	0
STUDENT TUITION & FEES	4,496,126
SALES & SERVICE FEES	278,475
FACILITIES REVENUE	410
INVESTMENT REVENUE	1,264
OTHER REVENUES	1,904
TOTAL REVENUES:	4,782,399

EXPENDITURES:

INSTRUCTION	202,985
ACADEMIC SUPPORT	23,547
STUDENT SERVICES	62,127
PUBLIC SERV/CONT ED	2,355
OPER & MAINT PLANT	109,820
INSTITUTIONAL SUPPORT	750,239
SCH/STUDENT GRNT/WAIVERS	1,335,657
AUXILIARY SERVICES	566,966
TOTAL EXPENDITURES:	3,053,696

TRANSFERS AMONG FUNDS:

INTERFUND TRANSFERS	0
TOTAL TRANSFERS AMONG FUNDS:	0

NET INCREASE/DECREASE IN NET ASSETS	1,728,703
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**ILLINOIS EASTERN COMMUNITY COLLEGES**  
**Operating Funds Expense Report**  
**July 31, 2014**

	<u>FY 2015</u>		<u>FY 2014</u>		<u>Increase (Decrease)</u>
	<b>Amount</b>	<b>% of Total</b>	<b>Amount</b>	<b>% of Total</b>	
Salaries	321,802	15.39%	355,478	17.86%	(33,676)
Employee Benefits	90,716	4.34%	99,445	5.00%	(8,729)
Contractual Services	63,136	3.02%	110,434	5.55%	(47,298)
Materials	145,241	6.94%	145,969	7.33%	(728)
Travel & Staff Development	4,472	0.21%	3,852	0.19%	620
Fixed Charges	69,379	3.32%	87,158	4.38%	(17,779)
Utilities	57,699	2.76%	36,136	1.82%	21,563
Capital Outlay	-	0.00%	-	0.00%	-
Other	<u>1,339,141</u>	<u>64.03%</u>	<u>1,152,200</u>	<u>57.88%</u>	<u>186,941</u>
	<u>2,091,586</u>	<u>100.00%</u>	<u>1,990,672</u>	<u>100.00%</u>	<u>100,914</u>

**Agenda Item #11**  
**Chief Executive Officer's Report**

**Agenda Item #12**

**Executive Session**

**Agenda Item #13**

**Approval of Executive Session Minutes**

- A. Written Executive Session Minutes**
- B. Audio Executive Session Minutes**

**Agenda Item #14**

**Approval of Personnel Report**



## **MEMORANDUM**

**TO:** Board of Trustees

**FROM:** Terry L. Bruce

**DATE:** August 14, 2014

**RE:** Personnel Report

Mr. Chairman, I recommend that the Board of Trustees approve the attached Personnel Report. Additional information for items 400.1, 400.2, 400.4 and 400.5 will be mailed under separate cover.

## **INDEX**

- 400.2. Employment of Personnel**
- 400.3. Change in Status**
- 400.4. FY 14-15 Educational Level Changes**
- 400.5. Annual Review of FMLA taken during 2014 Fiscal Year (External Report)**
- 400.6. Resignation Ratification**

# PERSONNEL REPORT

## 400.1. Employment of Personnel

### D. Professional Non-Faculty

1. Megan Black, Director of Instructional Services, FCC, effective August 29, 2014
2. Scott McCallen, Broadcast Services Specialist, WVC, effective September 3, 2014
3. Lori Noe, Coordinator of Financial Aid, FCC, effective August 21, 2014

## 400.2. Change in Status

### A. Professional/Non-Faculty

1. Steve Patberg, Dean of Instruction, WVC, to Coordinator of Career Services, WVC, effective when new Dean is selected, but no later than January 1, 2015
2. Dena Weber, Temporary Director of Adult Education, FCC, to Program Director of Adult Education, FCC, effective September 1, 2014

## 400.3. FY 14-15 Educational Level Changes

### A. Faculty

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Amount</u>
Scott Balding	B	B+16	\$1,000
Michael Conn	M+36	M+48	\$1,000
Holly Farley	M+24	M+36	\$1,000
Pauletta Gullett	B	B+16	\$1,000
Christopher Teague	AA+32	B	\$1,000
Angela Williams	M+12	M+24	\$1,000

#### **400.5. Resignation Ratification**

##### **B. Classified**

3. Justin Wiles, Student Support Services Counselor, DO/FCC, effective August 5, 2014

**Agenda Item #15**  
**Collective Bargaining**

**Agenda Item #16**

**Litigation**

**Agenda Item #17**

**Other Items**

**Agenda Item #18**

**Adjournment**



**Locally Funded, CDB, & PHS Projects  
Projects Schedule**

	Funding Source	Estimated Budget								
FY 2012 Capital Renewal @ LTC & WVC	CDB	\$397,900								
OCC - Collision Repair Tech Center	CDB	\$1,500,000								
Asbestos Abatement - LTC	PHS	\$150,700								
Flooring Replacement	PHS	\$107,200								
Asbestos Abatement - WVC	PHS - C/O	\$55,200								
<b>GRAND TOTAL</b>		<b>\$2,211,000</b>	<b>Board Approval</b>	<b>Materials</b>	<b>Begin Construction</b>	<b>30% Completed</b>	<b>60% Completed</b>	<b>80% Completed</b>	<b>100% Completed</b>	<b>Fully Accepted</b>

7/31/2014