

ILLINOIS EASTERN COMMUNITY COLLEGES

BOARD OF TRUSTEES

MONTHLY MEETING

September 16, 2014



Location:

**Lincoln Trail College
11220 State Highway 1
Robinson IL 62454**

**Dinner – 6:00 p.m. – Lincoln Room
Meeting – 7:00 p.m. - Cafeteria**

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**

September 16, 2014

7:00 p.m.

Lincoln Trail College Cafeteria

1. Call to Order & Roll Call Chairman Fischer
2. Disposition of Minutes CEO Bruce
3. Budget Hearing Fischer
4. Recognition of Visitors and Guests..... Bruce
 - A. Visitors and Guests
 - B. IECEA Representative
5. Public Comment
6. Reports
 - A. Trustees
 - B. Presidents – Enrollment Management Plan Update
 - C. Cabinet
7. Policy First Reading (and Possible Approval) Bruce
 - A. Smoke Free Campus
 - B. Employment of Family Members
8. Policy Second Reading Bruce
 - A. None
9. Staff Recommendations for Approval
 - A. IECC 2014 Fact Book Cantwell
 - B. ACES Program Transfer Agreement with UIUC Cantwell
 - C. Certification of Chargeback..... Browning
 - D. 2014 Estimated Tax Levy Resolution Browning
 - E. Resolution Establishing Tax Levy Hearing..... Browning
 - F. FY2015 Budget..... Browning
 - G. FY2014 Audit Browning
 - H. Stericycle Multi-Site Service Agreement..... Bruce
 - I. Deputy Election Clerk Bruce
 - J. Affiliation Agreements Bruce
 - Good Samaritan Hospital – Phlebotomy – OCC
 - Lawrence County Hospital – Phlebotomy – OCC
 - Richland Memorial Hospital – Phlebotomy – OCC
 - Weber Medical Clinic – Phlebotomy – OCC
 - Union Hospital – CMA - LTC
10. Bid Committee Report Bruce
 - A. None

- 11. District Finance
 - A. Financial Report Browning
 - B. Approval of Financial Obligations Browning
- 12. Chief Executive Officer’s Report..... Bruce
- 13. Executive Session..... Bruce
- 14. Approval of Executive Session Minutes
 - A. Written Executive Session Minutes Bruce
 - B. Audio Executive Session Minutes..... Bruce
- 15. Approval of Personnel Report..... Bruce
- 16. Collective Bargaining – Consideration of Faculty Contract Proposal Bruce
- 17. Litigation Bruce
- 18. Other Items
- 19. 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 Foundation Hall at Frontier Community College, 2 Frontier Drive, Fairfield, Illinois, Tuesday, August 19, 2014.

(Without objection, Vice Chairman Marilyn J. Wolfe assumed the Chair in the absence of G. Andrew Fischer, Chairman.)

(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” – Vice Chairman Marilyn Wolfe 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, Brenda K. Culver, William C. Hudson Jr., Marilyn J. Wolfe. Also present was Carrie Stephens, student trustee. Trustees absent: Michael K. Correll and G. Andrew Fischer. 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 Ranes, President of Olney Central College.
Roger Browning, Chief Finance Officer/Treasurer.
Tara Buerster, Director of Human Resources.
Chris Cantwell, Dean, Academic & Student Support.

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
SSS – Student Support Services
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, July 15, 2014 were presented for disposition.

Board Action to Approve Minutes: Trustee Gary Carter made a motion to approve the minutes of the foregoing meeting. 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.

AGENDA #3 – “Recognition of Visitors & Guests”

#3-A. Visitors & Guests:

Robert Tennyson, Alissa Perrott, Linda Monge, Jan Wiles, Galen Dunn, Jervae McDaniel, Alex Cline, Mike Thomas and LeAnn Hartleroad.

#3-B. IECEA Representative: None.

AGENDA #4 – “Public Comment”: None.

AGENDA #5 – “Reports”

#5-A. Report from Trustees: None.

#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 but call attention to back page testimony of a WVC student. Kathy Harris, LTC reported nothing in addition to electronic submission. Rodney Ranes, OCC reported nothing in addition to The Knightline distributed.

#5-C. Report from Cabinet: None.

AGENDA #6 – “Policy First Readings (and Possible Approval)”: - None.

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

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

#8-A. 2015 Tentative Budget: Roger Browning presented the 2015 Tentative Budget. Prior Board action required that the tentative budget be made available to the public by August 8th and mailed to the Board of Trustees. The tentative budget will remain available for public inspection through the scheduled September 16th 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 16th 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.

The CEO asked the Board of Trustees approval of the tentative budget as presented.

Board Action: Trustee Brenda Culver made a motion to approve the FY2015 Tentative Budget as recommended. 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, Brenda Culver, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll and Andrew Fischer. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-B. 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.

The CEO asked that the Board approve each of the three Capital Project Application Forms for the respective projects outlined in the summary, as well as, the related Resolutions to Approve PHS Construction Projects so that they may be included with the appropriate application for that particular project.

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 _____

	<u>Budget Amounts</u>	
	<u>New Construction</u>	<u>Remodeling</u>
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 _____

	\$ 262,390
Project Costs	\$ 288,629
Contingency	\$3,174,919
A/E Professional Fees	
Total	

Budget Amounts
\$2,623,900

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 (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

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

Contract for Deed (ILCS 805/3-36) _____ Tax rate/fiscal year: _____

Lending Arrangement with a Financial Institution (ILCS 805/3-37) _____ Term of Contract for Deed in months: _____

Lease Agreement (ILCS 805/3-38) _____ Term of Lending Arrangements in months: _____

Capital Renewal Funding _____ Term of Lease in months: _____

_____ Proposed Fiscal Year Source(s): _____

Protection, Health, and Safety Signature/Certification Page

Check if Applicable

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 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:

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 19th 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 (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

Check if Applicable

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 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
<u>Site Lighting Installation - OCC</u>	<u>\$200,000</u>
Subtotal	\$460,142
Contingency	\$46,014
Fees	<u>\$50,616</u>
TOTAL	\$556,772

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.
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- A. Board of trustees action--attach a copy of the local board's resolution and certified minutes
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- 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*)
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- 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 _____

	<u>Budget Amounts</u>	
	<u>New Construction</u>	<u>Remodeling</u>
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 _____

	<u>Budget Amounts</u>
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

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

_____ (Issue Pending) _____

Contract for Deed (ILCS 805/3-36)

_____ Tax rate/fiscal year: _____

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

_____ Term of Contract for Deed in months: _____

Lease Agreement (ILCS 805/3-38)

_____ Term of Lending Arrangements in months: _____

Capital Renewal Funding

_____ Term of Lease in months: _____

_____ Proposed Fiscal Year Source(s): _____

Protection, Health, and Safety Signature/Certification Page

Check if Applicable

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
Misc. Repairs – FCC, LTC, OCC & WVC	\$92,850
	<hr/>
Subtotal	\$602,100
Contingency	\$60,210
Fees	\$66,231
TOTAL	\$728,541

Board Action: Trustee William Hudson made a motion to approve all three Application Forms and Resolutions and related documents for each of the Phase 11 PHS Construction Projects listed as recommended. The intent of this motion is that roll call is to be a vote on separate approval of each of the three Application Forms and Resolutions and all related documents. 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, Brenda Culver, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll and Andrew Fischer. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-C. 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.

The CEO asked the Board's approval of the attached lease.

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 19th day of August, 2014 Adopted this 19th day of August, 2014

Board Action: Trustee Gary Carter made a motion to approve the one-year lease for the Fitness Center/Theatre from the Frontier Community College Foundation 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, Brenda Culver, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll and Andrew Fischer. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-D. 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.

The CEO recommended the Board's approval to place a Chair of Honor.

Board Action: Trustee Brenda Culver made a motion to approve the placement of a Chair of Honor at each of the four colleges. 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, Brenda Culver, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll and Andrew Fischer. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-E. Articulation Agreement SIU-C – B.S. in Accounting: Chris Cantwell presented information on three Articulation Agreement with SIU-C for a B.S. in Accounting, B.S. in Business and Administration and B.S. in Informational Systems Technology. The following Program Articulation

Agreements 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, Bachelor of Science degree in Business and Administration in the College of Business and Bachelor of Science degree in Information Systems Technologies in the College of Applied Sciences and Arts.

These Program Articulation Agreements 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 agreements 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.

The CEO recommended the Board's approval of all three of these Program Articulation Agreements between IECC and SIUC.

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

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

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

Board Action: Trustee Brenda Culver made a motion to approve all three articulation agreements with Southern Illinois University-Carbondale 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, Brenda Culver, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll and Andrew Fischer. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-H. 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)

The CEO recommended the Board's approval of these HIPAA Business Associate Agreements.

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 Rule; 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 an 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.

“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.

“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: _____

Board Action: Trustee Brenda Culver made a motion to approve the three HIPAA agreements between IECC and Hamilton Memorial Hospital in McLeansboro for the Associate Degree Nursing; Fairfield Memorial Hospital in Fairfield for the Associate Degree Nursing and Fairfield Memorial Hospital for Radiography as recommended. 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, Brenda Culver, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees

absent: Michael Correll and Andrew Fischer. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

#8-I: 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)

The CEO recommended the Board’s approval of these affiliation agreements.

**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 17th 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



ST. MARY'S

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 1st 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



ST. MARY'S

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 1st 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 1st 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/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:

- 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

E. **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 7th 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 1st 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".

WITNESSETH:

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.

D. **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.

- 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):

(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/>

- I. 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/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/uhhqcert/>
- (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 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.

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 7th 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 1st 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.

E. **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/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:

- 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.

- F. **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/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:

- (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:

(vi) 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.

(vii) 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.
- 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.

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 7th 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
Resources

By: _____
Sally Zuel
Vice President, Human

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

Board Action: Student Trustee Carrie Stephens made a motion to approve the six affiliation agreement between IECC and Heritage Health for Associate Degree Nursing; St. Mary’s Medical Center for Associate Degree Nursing; St. Mary’s Medical Center for Radiography; Union Hospital for Associate Degree Nursing; Union Hospital for Radiography and Union Hospital for Medical Office Assistant/Medical Coding as recommended. 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, Brenda Culver, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll and Andrew Fischer. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #9 – “Bid Committee Report”: 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
HSC Pavement Maintenance, Albion, IL	\$26,335.00
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.

Board Action: Trustee Brenda Culver made a motion to approve the Bid Committee Report for Parking Lot Sealing for Lincoln Trail College as recommended. 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, Brenda Culver, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll and Andrew Fischer. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

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 July 31, 2014.

#10-B. Approval of Financial Obligations: District financial obligations (Listing of Board Bills) for August 2014, totaling \$1,284,568.11, 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 approved payment of district financial obligations for August 2014, in the amounts listed. 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, Brenda Culver, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll and Andrew Fischer. The motion having received 5 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. Illinois Smoke Free Campus Act, suggested taking to Cabinet in September to bring proposed policy to Board when ready with implementation no later than July 1, 2015.
2. Discussed activities and both dual credit and regular credit classes at the West Richland Center with some starting this Fall 2014 semester.
3. Meeting with Faculty on Curriculum during HLC Retreat was overwhelmed by faculty responses and their willingness to change how they teach to coincide with how students learn.
4. Enrollment compared to August 2103, IECC reimbursable headcount up 7.36% while reimbursable FTE is up 1.77%.

AGENDA #12 – “Executive Session” - The Board of Trustees did not hold an executive session at this meeting, August 19, 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 July 15, 2014 meeting.

#13-B. Audio Executive Session Minutes: There was no executive session held during the July 15, 2014 meeting.

AGENDA #14 – “Approval of Personnel Report” – Tara Buerster presented the following Personnel Report including a Resignation Ratification Addendum and the CEO recommended approval.

400.1. Employment of Personnel

A. 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

400.4. Annual Review of FMLA taken during 2014 fiscal year

400.5. Resignation Ratification

A. Classified

1. Justin Wiles, Student Support Services Counselor, DO/FCC, effective August 5, 2014

ADDENDUM

400.5. Resignation Ratification

A. Professional Non-Faculty

1. Derick Robertson, Bookstore Manager, WVC, effective August 30, 2014

Board Action to Approve Personnel Report: Trustee Gary Carter made a motion to approve the Personnel Report inclusive of the Resignation Ratification Addendum 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, Brenda Culver, William Hudson, Marilyn Wolfe. Student advisory vote: Yea. Trustees voting nay: None. Trustees absent: Michael Correll and Andrew Fischer. The motion having received 5 yea votes and 0 nay votes, the Chair declared the motion carried.

AGENDA #15 – “Collective Bargaining”: CEO Terry Bruce stated another meeting is scheduled for September 10, 2014.

AGENDA #16 – “Litigation”: CEO Terry Bruce stated received request for information pertaining to Workforce Ed.

AGENDA #17 – “Other Items”: None.

AGENDA #18 – “Adjournment” – Trustee Brenda Culver made a motion to adjourn. 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. The Chair declared the “Ayes” have it, the motion is adopted, and the meeting was adjourned at 8:30 p.m.

Approved: Chairman: _____

Secretary: _____

Agenda Item #1

Call to Order and Roll Call

Agenda Item #2

Disposition of Minutes

Agenda Item #3

Budget Hearing

Agenda Item #4

Recognition of Visitors and Guests

- A. Visitors and Guests**
- B. IECEA Representatives**

Agenda Item #5

Public Comment

Agenda Item #6

Reports

A. Trustees

B. Presidents

Enrollment Management Plan Update

C. Cabinet

Agenda Item #7

Policy First Reading (and Possible Approval)

Agenda Item #7A

Smoke Free Campus

Agenda Item #7A

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 16, 2014
RE: Smoke Free Campus Policy

As discussed at the August Board meeting, the Illinois Smoke Free Campus Act has been signed by the Governor. Below are the highlights of the Act:

- Smoking is prohibited campus-wide effective July 1, 2015
- Smoking is allowed in vehicles traveling through or parked on a campus if the vehicle is not owned by a State-supported institution of higher education
- By December 31, 2014, each state university or college shall establish a community task force for the purpose of coordinating with community and campus leaders the implementation of the Act
- Prohibitions on smoking must be communicated to our students and employees by May 1, 2015
- Post “No Smoking” signs on the campus
- Post a smoke-free campus map on our Website
- Develop a policy and regulations that include disciplinary action, fines and appeals for violations and prohibits discrimination or retaliation against a person for making a complaint or providing information concerning a violation.

Attached is a revision to our current Tobacco Policy to incorporate the changes coming with the Illinois Smoke Free Campus Act.

Mr. Chairman, I request the Board waive the second reading of the Policy and approve the attached Smoke Free Campus Policy.

TLB/rs

Attachment

Tobacco Smoke Free Campus Policy (100.15)

Date Adopted: December 17, 1996

Revised: October 15, 2013

Revised: September 16, 2014 (pending Board approval)

The Board of Trustees of Illinois Eastern Community Colleges recognizes the importance of providing a healthy environment for students, ~~and staff, and the general public~~ in compliance with the Illinois Clean Indoor Air Act and the Smoke Free Campus Act.

Use of tobacco products is prohibited in any District 529 facility that is open and available to the general public. Use of tobacco products is prohibited in any vehicle owned or leased by District 529. As of July 1, 2015, smoking is prohibited on all IECC property, both indoors and outdoors, in District owned vehicles. Littering the remains of tobacco products or any other related tobacco waste product on District property is further prohibited.

Definitions

“Smoking” means (1) lighting or burning any type of matter or substance that contains tobacco, including but not limited to cigarettes, cigars, cigarillos, pipes, beedies, kreteks, water pipes, bongs, and hookahs; (2) lighting or burning of non-tobacco plants or marijuana; and (3) using electronic cigarettes.

“Tobacco Products” means all forms of tobacco, including but not limited to cigarettes, cigars, cigarillos, pipes, beedies, kreteks, water pipes, bongs, hookahs, smokeless tobacco, snuff, chewing tobacco, or any other similar tobacco product. ~~The prohibition on use of tobacco products shall include the prohibition on the use of~~ electronic cigarettes or e-cigarettes, electronic vaporizing devices, personal vaporizers, or electronic nicotine delivery systems, or any electronic inhaler that is meant to simulate and substitute for tobacco smoking.

“IECC Property” means any property owned, leased, occupied, operated or otherwise controlled by Illinois Eastern Community Colleges, including but not limited to academic and auxiliary buildings, entrances to buildings, classrooms, laboratories, residence halls, elevators, stairwells, restrooms, roofs, meeting rooms, hallways, lobbies, conference facilities, athletic complexes, exterior open spaces, lots, driveways, loading docks, sidewalks, and walkways, and as further set forth on the Smoke-Free Campus Map for each college.

~~Colleges shall make reasonable efforts to prevent use of tobacco products in public places outside established smoking areas by posting signs or by appropriate warnings in catalogs, and schedules.~~

This policy applies to any individual on IECC property, including but not limited to ~~S~~students, faculty, staff, contractors, subcontractors, volunteers, members of the public, business invitees, and visitors to the college, ~~are subject to compliance with this policy.~~ This policy is applicable twenty-four (24) hours a day, seven (7) days a week. Persons who purposely violate this policy shall be subject to appropriate disciplinary action.

Agenda Item #7B

Employment of Family Members

Agenda Item #7B

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 16, 2014
RE: Employment of Family Members Policy

Pursuant to Board Policy, Trustee Michael Correll submitted a proposed policy change within the guidelines established by the Board of Trustees.

The proposed policy would prohibit the full-time employment of immediate relatives of Senior Administrators including the CEO, CFO, the Presidents and Deans of Instruction. A grandfather clause allows any current employee to continue in their current employment position.

The Cabinet reviewed the policy proposal on September 9th. Following that discussion, the Cabinet does not recommend approval of this policy change.

TLB/rs

Attachment

HUMAN RESOURCES – 400

Employment of Family Members Policy (400.27)

Date Adopted: *(pending Board review and approval)*

Illinois Eastern Community Colleges (IECC) recognizes that hiring family members of senior administration puts supervisors and fellow employees in a difficult situation and desires to address the issue in a narrowly tailored manner as to address the matter without being overbroad in the exclusion of potential hires.

Definitions

Senior Administrator

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

- Chief Executive Officer
- Chief Financial Officer
- Presidents
- Deans of Instruction

Immediate Relatives

The term “immediate relative” includes spouse, parent, child (adopted or biological) or sibling. Immediate relative does not include “in-laws” or “step” relatives.

Prohibition of Employment of Immediate Relatives of Senior Administration

Immediate relatives of any senior administrator are prohibited from being employed as a full-time employee of the District.

Grandfather Clause

All current employees, who otherwise would be prohibited by this policy, shall not be affected by this policy and may continue in their current employment position.

Agenda Item #8

Policy Second Reading

None

Agenda Item #9

Staff Recommendations for Approval

Agenda Item #9A

IECC 2014 Fact Book

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 16, 2014
RE: 2014 IECC Fact Book

The IECC Fact Book has been developed to provide an annual compilation of data about Illinois Eastern Community Colleges including information about the students in our District, enrollment history, the degrees and certificates granted, the financial aid received and distributed, and the District's budgets and operations.

The 2014 IECC Fact Book will be used for strategic planning, institutional effectiveness, and policy-making processes. In most cases, the time period of the statistical data covered by the Fact Book is FY14 which is from July 1, 2013 to June 30, 2014. The Fact Book was sent to the Board on September 10, 2014.

I ask the Board's approval of the 2014 IECC Fact Book.

TLB/rs

Agenda Item #9B

ACES Program Transfer Agreement with UIUC

MEMORANDUM

TO: Board of Trustees

FROM: Terry L. Bruce

DATE: September 16, 2014

RE: Transfer Agreement between the College of Agricultural, Consumer and Environment Sciences (ACES) at UIUC and IECC

The proposed Transfer Agreement between the College of Agricultural, Consumer Environmental Sciences (ACES) at University of Illinois at Urbana-Champaign and Illinois Eastern Community Colleges (IECC) will allow IECC students to complete a prescribed course sequence. If the student meets the required program GPA, an application will be submitted and the student will be admitted to the College of ACES, UIUC at the junior level.

This Transfer Agreement will allow IECC and UIUC to form a cooperative relationship to better serve students by facilitating transfer, minimizing duplication of instruction, and build on community college and university learning experiences. Representatives of both institutions agree to meet on a regular basis to assess curricular changes and other conditions that may affect the nature of this agreement. The agreement is effective with the 2014-15 academic year and is subject to renewal every two years.

I ask the Board's approval of this Transfer Agreement between College of ACES, UIUC and IECC.

TLB/rs

Attachment

Transfer Agreement
between the
College of Agricultural, Consumer and Environmental Sciences
University of Illinois at Urbana-Champaign
and
the Illinois Eastern Community Colleges
AGREEMENT RENEWAL

Illinois Eastern Community Colleges (IECC) and the College of Agricultural, Consumer and Environmental Sciences (ACES) of the **University of Illinois at Urbana-Champaign (UIUC)** form a cooperative relationship through this agreement to better serve our public constituents, to facilitate transfer, to minimize duplication of instruction, and to build on community college and university learning experiences. Both institutions recognize that by working together, their collective efforts are stronger than their individual efforts.

The two institutions agree to the following:

1. Any student who has completed the prescribed Transfer Agreement program at IECC (with the required program GPA) and submits required application and supporting documentation will be admitted to the College of ACES, UIUC at the junior level in a relevant field of study.
2. Specifically, students completing the attached prescribed course sequences at IECC will be admitted to the College of Agricultural, Consumer and Environmental Sciences at UIUC. Acceptance into specific UIUC College of ACES field of study is based on the individual student's meeting of the requirements, conditions and considerations listed for that program.
3. The courses listed in the attached prescribed IECC Transfer Curriculum Guide have been reviewed and accepted for transfer to UIUC.
4. Relationships between IECC and UIUC faculty and administration are in the spirit of cooperation and provide the basis for this agreement.
5. Representatives of both institutions agree to meet on a regular basis to assess curricular changes and other conditions that may affect the nature of this agreement.
6. This agreement does not preclude either institution from making curriculum changes as it may solely deem appropriate, in which case appropriate prior notice will be given to the operative academic personnel at the cooperating institution.
7. Appropriate publications and promotional materials regarding this agreement will be made available to all IECC students and potential students.
8. Either UIUC or IECC may dissolve this agreement by giving one year's advance notice to the cooperating institution's president or academic vice president.

Agenda Item #9C

Certification of Chargeback

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 16, 2014
SUBJECT: Certification of Chargeback

The Illinois Community College Board Certification of Chargeback for FY2015 is attached. The chargeback form is utilized to determine out-of-district, out-of-state and international tuition; and the chargeback reimbursement rate. Based upon our audit, these rates follow:

Tuition Rate – Out-of-District	\$268.41 per Semester Hour
Tuition Rate – Out-of-State	\$330.61 per Semester Hour
Tuition Rate – International	\$330.61 per Semester Hour
Chargeback Reimbursement	\$136.04 per Semester Hour

I ask the Board's approval of the ICCB Certification of Chargeback.

TLB/akb

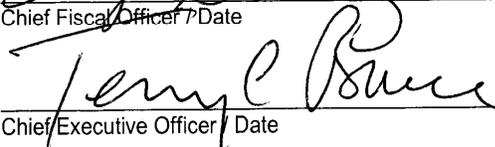
Attachment

**ILLINOIS EASTERN COMMUNITY COLLEGES DISTRICT #529
CERTIFICATION OF CHARGEBACK REIMBURSEMENT
FOR FISCAL YEAR 2015**

**ALL FISCAL YEAR 2014 NONCAPITAL AUDITED OPERATING
EXPENDITURES FROM THE FOLLOWING FUNDS:**

1	Education Fund	<u>\$ 27,217,404</u>
2	Operations and Maintenance Fund	<u>\$ 2,697,805</u>
3	Public Building Commission Operation and Maintenance Fund	<u>\$ -</u>
4	Bond and Interest Fund	<u>\$ 2,020,475</u>
5	Public Building Commission Rental Fund	<u>\$ -</u>
6	Restricted Purposes Fund	<u>\$ 9,090,242</u>
7	Audit Fund	<u>\$ 69,700</u>
8	Liability, Protection, and Settlement Fund	<u>\$ 624,864</u>
9	Auxiliary Enterprises Fund (subsidy only)	<u>\$ 1,103,130</u>
10	TOTAL NONCAPITAL EXPENDITURES (sum of lines 1-9)	<u>\$ 42,823,620</u>
11	Depreciation on capital outlay expenditures (equipment, buildings, and fixed equipment paid) from sources other than state and federal funds	<u>\$ 1,690,501</u>
12	TOTAL COSTS INCLUDED (line 10 plus line 11)	<u>\$ 44,514,121</u>
13	Total certified semester credit hours for FY 2014	<u>\$ 134,643</u>
14	PER CAPITA COST (line 12 divided by line 13)	<u>\$ 330.61</u>
15	All FY 2014 state and federal operating grants for noncapital expenditures DO NOT INCLUDE ICCB GRANTS	<u>\$ 8,374,243</u>
16	FY 2014 state and federal grants per semester credit hour (line 15 divided by line 13)	<u>\$ 62.20</u>
17	District's average ICCB grant rate (excluding equalization grants) for FY 2015	<u>\$ 40.37</u>
18	District's student tuition and fee rate per semester credit hour for FY 2015	<u>\$ 92.00</u>
19	Chargeback reimbursement per semester credit hour (line 14 less lines 16, 17, and 18)	<u>\$ 136.04</u>

Approved:  9/9/14
 Chief Fiscal Officer / Date

Approved:  9/9/14
 Chief Executive Officer / Date

Agenda Item #9D

2014 Estimated Tax Levy Resolution

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 16, 2014
SUBJECT: 2014 Estimated Tax Levy Resolution

Each year the Board of Trustees certifies the District's estimated tax levy for the year. The 2014 estimated tax levy resolution for taxes due and collectible in 2015 follows this memo.

The resolution establishes the levy for the education fund and the operations and maintenance fund. In addition, the District's certificate of tax levy will carry a statement that an additional levy must be made by each county clerk for each of the outstanding bond issues, tort liability, workers compensation, audit, and unemployment and other insurance.

I ask the Board's approval of this Estimated Tax Levy Resolution.

TLB/akb

Attachment

**RESOLUTION REGARDING ESTIMATED AMOUNTS
NECESSARY TO BE LEVIED FOR THE YEAR 2014**

WHEREAS, the Truth in Taxation Law requires that all taxing districts in the State of Illinois determine the estimated amounts of taxes necessary to be levied for the year not less than twenty (20) days prior to the official adoption of the aggregate tax levy of the district; and

WHEREAS, if the estimated aggregate amount necessary to be levied, exclusive of election costs and bond and interest costs, exceeds 105% of the aggregate amount of property taxes extended or estimated to be extended, including any amount abated by the taxing district prior to such extension, upon the levy of the preceding year, public notice shall be given and a public hearing shall be held on the district's intent to adopt a tax levy in an amount which is more than 105% of such extension or estimated extension for the preceding year; and

WHEREAS, the aggregate amount of property taxes extended or estimated to be extended for 2013 was:

Education Purposes	\$2,301,383
Operations and Maintenance Purposes	986,313
Liability Insurance, Workers' Compensation, Unemployment Insurance, Property Insurance and Medicare Contributions	672,645
Audit	65,750
Other	0
 Total	 \$4,026,091

WHEREAS, it is hereby determined that the estimated amount of taxes necessary to be raised by taxation for the year 2014 is as follows:

Education Purposes	\$2,450,000
Operations and Maintenance Purposes	1,050,000
Liability Insurance, Workers' Compensation, Unemployment Insurance, Property Insurance and Medicare Contributions	655,000
Audit	80,000
Other	0
 Total	 \$4,235,000

WHEREAS, the Truth in Taxation Law, as amended, requires that all taxing districts in the State of Illinois provide a date in the Notice concerning the levies made for debt service made pursuant to statute, referendum, resolution or agreement to retire principal or pay interest on bonds, notes, and debentures or other financial instruments which evidence indebtedness; and

WHEREAS, the aggregate amount of property taxes extended for the bond and interest purposes for 2013 was \$2,010,581; and it is hereby determined that the estimated amount of taxes to be levied for bond and interest purposes for 2014 is \$1,768,375.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees, Illinois Eastern Community College District No. 529, Counties of Richland, Clark, Clay, Crawford, Cumberland, Edwards, Hamilton, Jasper, Lawrence, Wabash, Wayne and White, State of Illinois, as follows:

Section 1: The aggregate amount of taxes estimated to be levied for the year 2014, exclusive of bond and interest costs, is \$4,235,000.

Section 2: The aggregate amount of taxes estimated to be levied for the year 2014, exclusive of bond and interest costs, does exceed 105% of the taxes extended by the district in the year 2013.

Section 3: The aggregate amount of taxes estimated to be levied for the year 2014 for debt service is a 12% decrease over the taxes extended for debt service for 2013.

Section 4: Public notice shall be given in the following newspapers of general circulation in said district,

Albion Journal Register, Edwards County
Bridgeport Leader, Lawrence County
Carmi Times, White County
Clay County Republican, Clay County
Daily Republican Register, Wabash County
Lincoln Trail Publishing, Clark County
McLeansboro Times Leader, Hamilton County
Newton Press-Mentor, Jasper County
Olney Daily Mail, Richland County
Robinson Daily News, Crawford County
Toledo Democrat, Cumberland County
Wayne County Press, Wayne County

and a public hearing shall be held, all in the manner and time prescribed in said notice, which notice shall be published not more than 14 days nor less than 7 days prior to said hearing, and shall be not less than 1/8 page in size, with type no smaller than twelve (12) point, enclosed in a black border not less than 1/4 inch wide and in substantially the following form:

**NOTICE OF PROPOSED TAX INCREASE FOR
ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT NO. 529**

- I. A public hearing to approve a proposed property tax levy increase for Illinois Eastern Community Colleges District No. 529 for 2014 will be held on October 21, 2014 at 7:00 p.m. at Olney Central College, Olney, Illinois.

Any person desiring to appear at the public hearing and present testimony to the taxing district may contact Roger Browning, Chief Finance Officer, 233 East Chestnut Street, Olney, IL 62450; phone: (618.393.2982).

- II. The corporate and special purpose property taxes extended or abated for the year 2013 were \$4,026,091.

The proposed corporate and special purpose property taxes to be levied for 2014 are \$4,235,000. This represents a 5% increase over the previous year extension.

- III. The property taxes extended for debt service for 2013 were \$2,010,581.

The estimated property taxes to be levied for debt service and public building commission leases for 2014 are \$1,768,375. This represents a 12% decrease over the previous year.

- IV. The total property taxes extended or abated for 2013 were \$6,036,672.

The estimated total property taxes to be levied for 2014 are \$6,003,375. This represents a 0.5% decrease over the previous year extension.

Section 5: This resolution shall be in full force and effect forthwith upon its passage.

ADOPTED this 16th day of September 2014.

BOARD OF TRUSTEES
ILLINOIS EASTERN COMMUNITY COLLEGES
COUNTIES OF RICHLAND, CLARK, CLAY,
CRAWFORD, CUMBERLAND, EDWARDS,
HAMILTON, JASPER, LAWRENCE, WABASH,
WAYNE AND WHITE
STATE OF ILLINOIS

By: _____
Chairman

ATTEST:

Acting Secretary

Agenda Item #9E

Resolution Establishing Tax Levy Hearing

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 16, 2014
SUBJECT: Resolution Establishing Tax Levy Hearing

The Board of Trustees annually adopts a resolution establishing the District's estimated tax levy. If the adoption of that resolution results in a greater than 5% increase in the proposed property tax levy over the previous year's extension (exclusive of bond and interest costs), a tax levy hearing must be held.

The resolution which follows would:

- 1) Establish a fiscal year of July 1, 2015 – June 30, 2016
- 2) Require the publication of a public notice of a hearing on the tax levy
- 3) Require a hearing on October 21, 2014
- 4) Notify the public that a tax levy would be adopted by the Board on October 21, 2014.

I ask the approval of the Resolution Establishing a Tax Levy Hearing.

TLB/akb

Attachment

RESOLUTION
ESTIMATED 2014 TAX LEVY
HEARING

BE IT RESOLVED by the Board of Trustees of Illinois Eastern Community College District No. 529 of the State of Illinois, that the following requirements are hereby established relative to the tax levy for said community college district for 2014 for taxes due and collectible in 2015:

1. Date of Fiscal Year: July 1, 2015 - June 30, 2016
2. Publication of Notice of Public Hearing on Tax Levy: After October 8, 2014 and before October 13, 2014.
3. Public Hearing on Tax Levy: October 21, 2014, at the hour of 7:00 p.m. local time, Olney Central College, Olney, Illinois.
4. Adoption of Tax Levy: October 21, 2014, following the Public Hearing.

BY ORDER OF THE BOARD OF TRUSTEES
ILLINOIS EASTERN COMMUNITY COLLEGE
DISTRICT NO. 529

Chairman, Board of Trustees Date

Acting Secretary, Board of Trustees Date

Agenda Item #9F

FY2015 Budget

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 16, 2014
SUBJECT: FY2015 Budget

The FY2015 Budget for Illinois Eastern Community College District No. 529 was mailed to each Board member. The preliminary budget was provided to the Board of Trustees at its last regular meeting. There are no significant changes from the tentative budget which was approved by the Board on August 19, 2014.

FY14 Budgeted Expenditures Compared to FY15 Budgeted Expenditures

	<u>FY14</u>	<u>FY15</u>
Education Fund	\$28,912,054	\$29,294,166
Operations & Maintenance Fund	<u>\$ 3,204,263</u>	<u>\$ 3,195,684</u>
Total Operating Funds	\$32,116,317	\$32,489,850

The District has complied with all the notice and budget hearing requirements.

I ask that the Board approve the FY2015 Budget for Illinois Eastern Community Colleges.

TLB/akb

Agenda Item #9G

FY2014 Audit

Agenda Item #9G

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 16, 2014
SUBJECT: FY2014 Audit

The Illinois Community College Board (ICCB) requires the Board of Trustees to complete and approve an annual audit and that it be forwarded to the ICCB for filing by October 15th. The audit has been prepared for the Board's consideration.

The final audit will be provided to all Board members prior to the September 16, 2014 Board meeting.

The Audit Committee comprised of Trustee Gary Carter and Trustee John Brooks met with the Chief Executive Officer, the Chief Finance Officer, and the independent auditors on September 11, 2014. The audit was reviewed in detail. The audit contains an "unqualified" opinion on all required audit reports. The District complied with generally accepted accounting principles and there were no material weaknesses identified. The Audit Committee will report on its review of the audit and its meeting with the auditors at the Board meeting.

I ask that the Board pass a resolution to accept the audit and to authorize the completed audit be forwarded to the Illinois Community College Board.

TLB/akb

Attachment

RESOLUTION OF THE BOARD OF TRUSTEES

ANNUAL AUDIT

WHEREAS, 110 ILCS 805/3-22.1 of the Illinois Public Community College Act requires the conduct of an annual audit for Illinois Eastern Community College District 529,

WHEREAS, it is required that the Board of Trustees review and accept the annual audit.

WHEREAS, it is required that the audit be submitted to the Illinois Community College Board,

THEREFORE, SO BE IT RESOLVED, that the Board of Trustees of Illinois Eastern Community College District #529, accepts and approves the annual audit of the district as submitted by CliftonLarsonAllen LLP.

FURTHER, BE IT RESOLVED, that the Board of Trustees of Illinois Eastern Community Colleges District 529 authorizes the Chief Executive Officer to submit the audit to the Illinois Community College Board.

By order of the Board of Trustees.

ILLINOIS EASTERN COMMUNITY COLLEGE DISTRICT #529

Chairman

Date

Acting Secretary

Date

Agenda Item #9H

Stericycle Multi-Site Service Agreement

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 16, 2014
RE: Stericycle Multi-Site Service Agreement

Although the Phlebotomy programs and the Allied Health/Nursing programs produce a very small amount of medical waste, IECC is required by the State of Illinois' Environmental Protection Agency to properly dispose of this medical waste. Illinois Potentially Infectious Medical Waste Manifests are inspected at each college during EPA visits. A majority of this waste is in the form of sharps used during class and laboratory sessions.

Stericycle has served as the disposal agency for these materials since the original service agreement in 2006. The following Stericycle Multi-Site Service Agreement has been developed to establish a consistent monthly charge for disposal of sharps and medical waste produced by the Phlebotomy programs and the Allied Health/Nursing programs at all four Illinois Eastern Community Colleges.

This Multi-Site Service Agreement would set the SteriSafe fee of \$65 per month for each location with an 11% Environmental Fee (\$7.15/month) and no Fuel Charge or Energy Charge per stop. There would be two established pickup times (January and July) with up to eight boxes per year. The new monthly rate will result in a saving of \$38 - \$100 per month for the four colleges when compared to current fees and pickup schedules.

I ask the Board's acceptance of the Stericycle Service Agreement for Phlebotomy and Allied Health.

TLB/rs

Attachment



Addendum effective 10/1/2014 to the Stericycle Service Agreement made effective 10/1/2014
between **Stericycle, Inc.** and Illinois Eastern Community Colleges.

The following terms and conditions listed in this Addendum will control over any different or contrary statement contained elsewhere in the Agreement.

Adding to Page 1 of the Agreement:

During the Original Term of the Agreement, Stericycle will not increase the Monthly Service Fee by more than 6% annually.

Date: _____

Stericycle, Inc.

Customer

Signature

Signature

Printed Name

Printed Name

Title

Title

Agenda Item #9I

Deputy Election Clerk

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 16, 2014
RE: Deputy Election Clerk

The Board of Trustees is responsible for various election duties for the Board of Trustees election to be held on April 7, 2015.

In addition to the Board Secretary, the Board appoints a deputy election clerk to receive petitions and otherwise assist the Secretary in their election duties.

I would propose that Carolyn Clodfelter be selected as Deputy Election Clerk to the Board Secretary for the April 7, 2015 Board election, and that she serve as Deputy Election Clerk until such time as her successor is appointed and qualified.

TLB/rs

Agenda Item #9J

Affiliation Agreements

Good Samaritan Hospital – Phlebotomy – OCC

Lawrence County Hospital – Phlebotomy – OCC

Richland Memorial Hospital – Phlebotomy – OCC

Weber Medical Clinic – Phlebotomy – OCC

Union Hospital – CMA – LTC

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 16, 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:

Good Samaritan Hospital – Phlebotomy – OCC
Lawrence County Hospital – Phlebotomy – OCC
Richland Memorial Hospital – Phlebotomy – OCC
Weber Medical Clinic – Phlebotomy – OCC
Union Hospital – Certified Medical Assistant - LTC

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

TLB/rs

Attachments

AFFILIATION AGREEMENT

BETWEEN

ILLINOIS EASTERN COMMUNITY COLLEGES,

District # 529

Olney Central College Phlebotomy Program

AND

Good Samaritan Hospital

601 S 6th Street

Vincennes IN 47591

THIS AGREEMENT made and entered into this _____ day of _____, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, Olney Central College, for its Phlebotomy Program (hereinafter referred to as DISTRICT #529) and **Good Samaritan Hospital Laboratory** (hereinafter referred to as AGENCY):

WITNESSETH THAT:

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

WHEREAS, the AGENCY has agreed to make its facilities available to the phlebotomy 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 related to the medical laboratory for observation and participation by the students and faculty of the DISTRICT #529, Phlebotomy 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 Faculty of the Program on behalf of DISTRICT #529 and the Administrator, and the Director of Laboratory 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 faculty will:

- be responsible for the teaching the didactic portion of the Phlebotomy Program;
- work with the staff of the Agency in coordination of the clinical laboratory objectives to be completed at the Agency;
- coordinate the student clinical assignment with the Agency appointed Clinical Supervisor; and
- review and evaluate, in cooperation with the Agency, the student's progress within the clinical setting.

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 Phlebotomy Program on behalf of DISTRICT #529 will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY appointed Clinical Supervisor will retain full and final decisions for procedures assigned to phlebotomy 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.

Phlebotomy students and 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 and students of DISTRICT #529 participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff.

DISTRICT #529 Phlebotomy Faculty participating in the program may be included in demonstrations of new equipment and techniques.

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

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

9. The assigned experiences will be selected for the educational benefit of the student. District #529 will provide the Agency a written set of clinical objectives and evaluation forms to be completed by the Agency appointed Clinical Supervisor;

10. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.

11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee.

12. 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. Phlebotomy Faculty and phlebotomy students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.

13. An annual review of the agreement will be made. 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 Phlebotomy 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 phlebotomy 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 _____ day of _____.

AGENCY

ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529,
OLNEY CENTRAL COLLEGE

Director of Medical Laboratory Services

Phlebotomy Instructor

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 6-2005

AFFILIATION AGREEMENT

BETWEEN

ILLINOIS EASTERN COMMUNITY COLLEGES,

District # 529

Olney Central College Phlebotomy Program

AND

Lawrence County Hospital

2200 W State Street

Lawrenceville IL 62439-1899

THIS AGREEMENT made and entered into this _____ day of _____, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, Olney Central College, for its Phlebotomy Program (hereinafter referred to as DISTRICT #529) and **Lawrence County Hospital** (hereinafter referred to as AGENCY):

WITNESSETH THAT:

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

WHEREAS, the AGENCY has agreed to make its facilities available to the phlebotomy 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 related to the medical laboratory for observation and participation by the students and faculty of the DISTRICT #529, Phlebotomy 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 Faculty of the Program on behalf of DISTRICT #529 and the Administrator, and the Director of Laboratory 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 faculty will:

- be responsible for the teaching the didactic portion of the Phlebotomy Program;
- work with the staff of the Agency in coordination of the clinical laboratory objectives to be completed at the Agency;
- coordinate the student clinical assignment with the Agency appointed Clinical Supervisor; and
- review and evaluate, in cooperation with the Agency, the student's progress within the clinical setting.

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 Phlebotomy Program on behalf of DISTRICT #529 will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY appointed Clinical Supervisor will retain full and final decisions for procedures assigned to phlebotomy 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.

Phlebotomy students and 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 and students of DISTRICT #529 participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Phlebotomy Faculty participating in the program may be included in demonstrations of new equipment and techniques.

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

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

9. The assigned experiences will be selected for the educational benefit of the student. District #529 will provide the Agency a written set of clinical objectives and evaluation forms to be completed by the Agency appointed Clinical Supervisor;

10. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.

11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee.

12. 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. Phlebotomy Faculty and phlebotomy students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.

13. An annual review of the agreement will be made. 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 Phlebotomy 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 phlebotomy 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 _____ day of _____.

AGENCY

ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529,
OLNEY CENTRAL COLLEGE

Director of Medical Laboratory Services

Phlebotomy Instructor

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 6-2005

AFFILIATION AGREEMENT

BETWEEN

ILLINOIS EASTERN COMMUNITY COLLEGES,

District # 529

Olney Central College Phlebotomy Program

AND

Richland Memorial Hospital

800 Locust Street

Olney, IL 62450

THIS AGREEMENT made and entered into this _____ day of _____, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, Olney Central College, for its Phlebotomy Program (hereinafter referred to as DISTRICT #529) and Richland Memorial Hospital Lab (hereinafter referred to as AGENCY):

WITNESSETH THAT:

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

WHEREAS, the AGENCY has agreed to make its facilities available to the phlebotomy 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 related to the medical laboratory for observation and participation by the students and faculty of the DISTRICT #529, Phlebotomy 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 Faculty of the Program on behalf of DISTRICT #529 and the Administrator, and the Director of Laboratory 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 faculty will:

- be responsible for the teaching the didactic portion of the Phlebotomy Program;
- work with the staff of the Agency in coordination of the clinical laboratory objectives to be completed at the Agency;
- coordinate the student clinical assignment with the Agency appointed Clinical Supervisor; and
- review and evaluate, in cooperation with the Agency, the student's progress within the clinical setting.

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 Phlebotomy Program on behalf of DISTRICT #529 will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY appointed Clinical Supervisor will retain full and final decisions for procedures assigned to phlebotomy 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.

Phlebotomy students and 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 and students of DISTRICT #529 participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Phlebotomy Faculty participating in the program may be included in demonstrations of new equipment and techniques.

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

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

9. The assigned experiences will be selected for the educational benefit of the student. District #529 will provide the Agency a written set of clinical objectives and evaluation forms to be completed by the Agency appointed Clinical Supervisor;

10. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.

11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee.

12. 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. Phlebotomy Faculty and phlebotomy students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.

13. An annual review of the agreement will be made. 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 Phlebotomy 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 phlebotomy 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 _____ day of _____.

AGENCY

ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529,
OLNEY CENTRAL COLLEGE

Director of Medical Laboratory Services

Phlebotomy Instructor

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 6-2005

AFFILIATION AGREEMENT

BETWEEN

ILLINOIS EASTERN COMMUNITY COLLEGES,

District # 529

Olney Central College Phlebotomy Program

AND

Weber Medical Clinic

1200 East Street

Olney IL 62450

THIS AGREEMENT made and entered into this _____ day of _____, by and between ILLINOIS EASTERN COMMUNITY COLLEGES, DISTRICT #529, Olney Central College, for its Phlebotomy Program (hereinafter referred to as DISTRICT #529) and **Weber Medical Clinic Lab** (hereinafter referred to as AGENCY):

WITNESSETH THAT:

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

WHEREAS, the AGENCY has agreed to make its facilities available to the phlebotomy 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 related to the medical laboratory for observation and participation by the students and faculty of the DISTRICT #529, Phlebotomy 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 Faculty of the Program on behalf of DISTRICT #529 and the Administrator, and the Director of Laboratory 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 faculty will:

- be responsible for the teaching the didactic portion of the Phlebotomy Program;
- work with the staff of the Agency in coordination of the clinical laboratory objectives to be completed at the Agency;
- coordinate the student clinical assignment with the Agency appointed Clinical Supervisor; and
- review and evaluate, in cooperation with the Agency, the student's progress within the clinical setting.

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 Phlebotomy Program on behalf of DISTRICT #529 will be responsible for maintaining proper standards of care and safeguard of patients assigned to students. The AGENCY appointed Clinical Supervisor will retain full and final decisions for procedures assigned to phlebotomy 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.

Phlebotomy students and 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 and students of DISTRICT #529 participating in the laboratory clinical experiences will receive an orientation to the AGENCY by the appropriate AGENCY staff. DISTRICT #529 Phlebotomy Faculty participating in the program may be included in demonstrations of new equipment and techniques.

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

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

9. The assigned experiences will be selected for the educational benefit of the student. District #529 will provide the Agency a written set of clinical objectives and evaluation forms to be completed by the Agency appointed Clinical Supervisor;

10. Students are responsible for seeking health care if the need arises. Students are encouraged to carry their own health insurance and are required to pay their own health care fees.

11. Students will not be assigned experiences in a manner that would permit them to replace a regular employee.

12. 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. Phlebotomy Faculty and phlebotomy students shall be covered by malpractice insurance prior to any assignment for practice at the AGENCY.

13. An annual review of the agreement will be made. 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 Phlebotomy 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 phlebotomy 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 _____ day of _____.

AGENCY

ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529,
OLNEY CENTRAL COLLEGE

Director of Medical Laboratory Services

Phlebotomy Instructor

Associate Dean of Nursing & Allied Health

Administrator, Hospital or Agency

President, Olney Central College

Chairman, IECC Board of Trustees

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Adopted 6-2005

COLLEGE AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the "Agreement") is made as of this 1st day of August, 2014, by and between Illinois Eastern Community College, District #529, Lincoln Trail College, hereinafter referred to as "College" and Union Hospital, Inc., hereinafter referred to as "Hospital".

W I T N E S S E T H:

WHEREAS, College offers to enrolled students in a Certified Medical Assistant Program (CMA) at Lincoln Trail College only; and

WHEREAS, Hospital operates comprehensive acute-care medical-surgical facilities; and

WHEREAS, College 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 College for such purposes.

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

16. RESPONSIBILITIES OF COLLEGE.

- G. **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;
 - (xxix) Provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;
 - (xxx) Preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital;
 - (xxxi) Continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;
 - (xxxii) Supervision of students and their performance at Hospital;
 - (xxxiii) Participation, with the students, in Hospital's Quality Assurance and related programs;
 - (xxxiv) Performance of such other duties as may from time to time be agreed to between College and Hospital;
 - (xxxv) Provide adequate documentation attesting to competency of each instructor.
 - (xxxvi) Have a current Health Care Provider CPR course certification by American Heart Association or American Red Cross.
 - (xxxvii) 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 College 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, College 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. College shall deliver copies of such forms to Hospital.
- C. **Insurance.** College 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, College 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). College shall further, at its expense, obtain and maintain workers' compensation insurance and unemployment insurance for College 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), College 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. College 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 College in a place that it may be produced if requested (Participants will not be allowed to commence experiences until all records):
- (x) 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
 - (xi) 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).

(xii) **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:

- s. Social Security Number Verification;
- t. Limited Criminal History Search (7 years or up to 5 criminal searches);
- u. Violent Sexual Offender and Predator Registry Search;
- v. Fingerprinting for those students and on-site faculty who will be assigned to the Union Hospital Child Care Center;
- w. HHS/OIG List of Excluded Individuals/Entities;

<http://exclusions.oig.hhs.gov/>

- x. 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 College shall, in a timely manner at either the College'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 College facility any violations in status from initial background check. College 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 College 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 College 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:

- m. Education verification (highest level);
- n. Professional License Verification;
- o. Certification & Designations Check;
- p. Professional Disciplinary Action Search.

(iv) **Drug Screening**

College must require a drug and alcohol test on each and every enrolled student/on-site faculty.

- j. 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.
- k. 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.
- l. 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:

- (xiii) College will retain documentation of the student/on-site faculty Requirements; and should be prepared to produce documents at the request of Union Hospital, Inc.
- (xiv) 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.
- (xv) Union Hospital, Inc. reserves the right to conduct random audits to assure the Institution's compliance with this policy.
- (xvi) 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 College 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:

- (x) Certification & Designations Check
- (xi) Professional License Verification
- (xii) 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:

- (x) Mandatory Orientation to UHI.
- (xi) Confidentiality/Drug Free Workplace Agreement, Health Assessment Form, Orientation Acknowledgment Form, Statement of Responsibility, and Protected Health Information, Confidentiality and Security Agreement.
- (xii) UHI ID Badge.

Union Hospital, Inc. request that on-site faculty with students will be responsible for the following:

- (viii) 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.
- (ix) 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 College 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 College.

- G. **Dress Code: Breaks.** College shall require the students to dress in accordance with dress and personal appearance standards approved by College. 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.

- J. **Performance.** All faculty provided by College shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. College shall have a specially designated staff for the performance of the services specified herein. College 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 College as may be in effect from time to time. Neither College nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

- I. **College Status.** College represents and warrants to Hospital that the College 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 College 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 College 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.

17. **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 College 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 College 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 College'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 College, Hospital shall assist College in the evaluation of each Program Participant's performance in the Program. However, College shall at all times remain solely responsible for the evaluation and grading of Program Participants.

18. **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 College.

B. Any courtesy appointments to faculty or staff by either the College or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

19. **WITHDRAWAL OF PROGRAM PARTICIPANTS.**

Hospital may request College 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 College can dismiss the Program Participant from the Program.

20. **INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES.**

The parties hereby acknowledge that they are independent contractors, and neither the College 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. College 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, College 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 College 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 College against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by College in defending or compromising actions brought against College arising out of or related to the Hospital's performance of duties hereunder.

8. **CONFIDENTIALITY.**

College 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. College 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 College.

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.**

College 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 7th Street
Terre Haute, Indiana 47802
Attention: Vice President of Human Resources

If to College: Illinois Eastern Community Colleges, District #529
Lincoln Trail College
11200 State Highway 1
Robinson, IL 62454
Attention: 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 College 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 College 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 , LINCOLN TRAIL COLLEGE**

Union Hospital, Inc.

By: _____
Robert Conn
Dean of Instruction

By: _____
Sally Zuel
Vice President, Human Resources

Date: _____

Date: _____

By: _____
Pauletta D. Gullett
Lead Instructor

Date: _____

By: _____
Chairman, Board of Trustees
Illinois Eastern Community Colleges

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 _____ ("College") 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 College 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
	28. It is the policy of the College/institution to keep PHI confidential and secure.
	29. 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.
	30. Whether at the College 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.
	31. 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.
	32. 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.
	33. 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.
	34. 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.
	35. Students and faculty agree to follow Hospital's privacy policies.
	36. 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 #10

Bid Committee Report

None

Agenda Item #11

District Finance

- A. Financial Report**
- B. Approval of Financial Obligations**

**ILLINOIS EASTERN COMMUNITY COLLEGES
DISTRICT #529**

**TREASURER'S REPORT
August 31, 2014**

FUND	BALANCE
Educational	\$4,889,218.03
Operations & Maintenance	\$1,208,348.45
Operations & Maintenance (Restricted)	(\$84,086.16)
Bond & Interest	\$874,396.85
Auxiliary	(\$187,651.76)
Restricted Purposes	\$23,061.56
Working Cash	\$196,984.60
Trust & Agency	\$475,934.22
Audit	(\$5,377.40)
Liability, Protection & Settlement	\$241,364.05
TOTAL ALL FUNDS	\$7,632,192.44

Respectfully submitted,

Roger Browning, Treasurer

ILLINOIS EASTERN COMMUNITY COLLEGES
Combined Balance Sheet - All Funds
August 31, 2014

	ALL FUNDS
	Fiscal Year 2015
ASSETS:	
CASH	7,632,192
IMPREST FUND	21,400
CHECK CLEARING	12,500
INVESTMENTS	22,590,000
RECEIVABLES	5,623,167
ACCRUED REVENUE	-
INTERFUND RECEIVABLES	-
INVENTORY	729,697
OTHER ASSETS	1,020,934
TOTAL ASSETS AND OTHER DEBITS:	37,629,890
 LIABILITIES:	
PAYROLL DEDUCTIONS PAYABLE	324,396
ACCOUNTS PAYABLE	14,488
ACCRUED EXPENSES	-
INTERFUND PAYABLES	-
DEFERRED REVENUE	-
OTHER LIABILITIES	19,980
TOTAL LIABILITIES:	358,864
 EQUITY AND OTHER CREDITS:	
INVESTMENT IN PLANT	3,083,078
PR YR BDGTD CHANGE TO FUND BALANCE	(115,020)
 FUND BALANCES:	
FUND BALANCE	21,882,647
RESERVE FOR ENCUMBRANCES	12,420,321
TOTAL EQUITY AND OTHER CREDITS	37,271,026
 TOTAL LIABILITIES, EQUITY, AND OTHER CREDITS	 37,629,890

ILLINOIS EASTERN COMMUNITY COLLEGES
 Combined Statement of Revenues, Expenses,
 and Changes in Net Assets
 AS OF August 31, 2014

ALL FUNDS

FY 2015
 YEAR-TO-DATE

REVENUES:

LOCAL GOVT SOURCES	1,334,433
STATE GOVT SOURCES	0
STUDENT TUITION & FEES	5,678,434
SALES & SERVICE FEES	943,516
FACILITIES REVENUE	915
INVESTMENT REVENUE	13,987
OTHER REVENUES	119,004
TOTAL REVENUES:	8,090,289

EXPENDITURES:

INSTRUCTION	1,171,345
ACADEMIC SUPPORT	74,724
STUDENT SERVICES	253,313
PUBLIC SERV/CONT ED	11,996
OPER & MAINT PLANT	358,605
INSTITUTIONAL SUPPORT	1,295,296
SCH/STUDENT GRNT/WAIVERS	2,020,884
AUXILIARY SERVICES	1,116,999
TOTAL EXPENDITURES:	6,303,162

TRANSFERS AMONG FUNDS:

INTERFUND TRANSFERS	0
TOTAL TRANSFERS AMONG FUNDS:	0

NET INCREASE/DECREASE IN NET ASSETS	1,787,127
-------------------------------------	-----------

Illinois Eastern Community Colleges
Operating Fund Analysis
CASH BASIS
July 1, 2014 -- June 30, 2015

	Education Fund	O & M Fund	Total Operating Funds
REVENUES:			
Local Government Sources	514,515	220,379	734,894
State Government Sources - Current Year	-	-	-
State Government Sources - Prior Year	2,134,034	-	2,134,034
Net Tuition and Fees	694,832	-	694,832
Sales & Service Fees	7,130	-	7,130
Facilities Revenue	-	835	835
Investment Revenue	5,262	2,488	7,750
Other Revenues	14,573	-	14,573
TOTAL REVENUES:	<u>3,370,346</u>	<u>223,702</u>	<u>3,594,048</u>
 EXPENDITURES:			
Salaries	1,683,606	121,505	1,805,111
Employee Benefits	283,221	23,066	306,287
Contractual Services	97,582	41,930	139,512
Materials	210,758	21,049	231,807
Travel & Staff Development	17,077	678	17,755
Fixed Charges	76,727	9,179	85,906
Utilities	11,987	122,022	134,009
Capital Outlay	7,931	8,257	16,188
Other	14,006	-	14,006
TOTAL EXPENDITURES:	<u>2,402,895</u>	<u>347,686</u>	<u>2,750,581</u>
 TRANSFERS :			
Interfund Transfers	-	-	-
TOTAL TRANSFERS:	<u>-</u>	<u>-</u>	<u>-</u>
 NET INCREASE/DECREASE IN NET ASSETS	 <u><u>967,451</u></u>	 <u><u>(123,984)</u></u>	 <u><u>843,467</u></u>

**OPERATING FUNDS
COMPARISON REPORT FY13-15**

College	Category	FISCAL YEAR 2013			FISCAL YEAR 2014			FISCAL YEAR 2015			% of Year
		Anticipated Budget	Spent Thru August	% of Bdgt	Anticipated Budget	Spent Thru August	% of Bdgt	Anticipated Budget	Spent Thru August	% of Bdgt	
Frontier	Bills		\$ 284,362		\$ 275,727		\$ 303,656				
	Payroll		248,028		233,989		241,292				
	Totals	\$ 4,312,683	532,390	12%	\$ 3,458,802	509,716	15%	\$ 4,283,530	544,948	13%	17%
Lincoln Trail	Bills		344,854		399,766		527,415				
	Payroll		298,156		308,874		259,966				
	Totals	\$ 4,498,201	643,010	14%	\$ 4,494,153	708,640	16%	\$ 4,540,934	787,381	17%	17%
Olney Central	Bills		594,015		629,169		671,792				
	Payroll		568,326		633,944		520,590				
	Totals	\$ 7,396,633	1,162,341	16%	\$ 7,789,976	1,263,113	16%	\$ 7,866,901	1,192,382	15%	17%
Wabash Valley	Bills		672,263		586,258		588,020				
	Payroll		345,352		368,719		330,313				
	Totals	\$ 6,083,520	1,017,615	17%	\$ 6,078,045	954,977	16%	\$ 6,111,313	918,333	15%	17%
Workforce Educ.	Bills		629,076		148,594		550,779				
	Payroll		160,434		201,338		188,011				
	Totals	\$ 5,297,022	789,510	15%	\$ 6,192,255	349,932	6%	\$ 5,597,344	738,790	13%	17%
District Office	Bills		34,030		41,398		38,634				
	Payroll		142,440		150,476		151,791				
	Totals	\$ 1,266,150	176,470	14%	\$ 1,289,241	191,874	15%	\$ 1,278,178	190,425	15%	17%
District Wide	Bills		281,092		344,985		283,057				
	Payroll		147,118		114,819		113,149				
	Totals	\$ 3,329,156	428,210	13%	\$ 2,813,846	459,804	16%	\$ 2,811,649	396,206	14%	17%
GRAND TOTALS		\$32,183,365	\$ 4,749,546	15%	\$32,116,317	\$ 4,438,056	14%	\$32,489,850	\$4,768,465	15%	17%

ILLINOIS EASTERN COMMUNITY COLLEGES
Operating Funds Expense Report
August 31, 2014

	FY 2015		FY 2014		Increase (Decrease)
	Amount	% of Total	Amount	% of Total	
Salaries	1,805,112	37.86%	2,012,159	45.34%	(207,047)
Employee Benefits	306,287	6.42%	299,574	6.75%	6,713
Contractual Services	139,512	2.93%	161,906	3.65%	(22,394)
Materials	231,807	4.86%	296,514	6.68%	(64,707)
Travel & Staff Development	17,755	0.37%	23,373	0.53%	(5,618)
Fixed Charges	85,907	1.80%	100,687	2.27%	(14,780)
Utilities	134,008	2.81%	126,754	2.86%	7,254
Capital Outlay	16,188	0.34%	7,478	0.17%	8,710
Other	2,031,889	42.61%	1,409,611	31.76%	622,278
	4,768,465	100.00%	4,438,056	100.00%	330,409

Agenda Item #12
Chief Executive Officer's Report

Agenda Item #13

Executive Session

Agenda Item #14

Approval of Executive Session Minutes

- A. Written Executive Session Minutes**
- B. Audio Executive Session Minutes**

Agenda Item #15

Approval of Personnel Report

MEMORANDUM

TO: Board of Trustees
FROM: Terry L. Bruce
DATE: September 12, 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, 400.5, 400.6 and 400.7 will be mailed under separate cover.

INDEX

- 400.2. Employment of Personnel**
- 400.3. Change in Status**
- 400.4. Special Assignment**
- 400.5. FY 14-15 Educational Level Changes**
- 400.6. Memorandum of Agreement – CTE Externship Grant**
- 400.7. Approval of Non-College Employment (External Report)**
- 400.8. Resignation Ratification**

PERSONNEL REPORT

400.1. Employment of Personnel

B. Professional Non-Faculty

1. John Deffendall, Bookstore Manager, WVC, effective October 1, 2014, pending successful completion of background check

400.2. Change in Status

A. Classified

1. Annie Lankford, Office Assistant, FCC, to Academic Counselor, TRiO Student Support Services, DO/FCC, effective October 6, 2014
2. Lora Smith, Administrative Assistant, WVC, to Career Advisor, OCC, effective October 1, 2014

400.3. Special Assignment

A. Athletic

Recommended 2014-2015

- | | | |
|--------------------|--------------------------|---------|
| 1. John Deffendall | Assistant Softball Coach | \$2,500 |
|--------------------|--------------------------|---------|

400.4. FY 14-15 Educational Level Changes

B. Faculty

<u>Name</u>	<u>From</u>	<u>To</u>	<u>Amount</u>
Laura Bruck	M+36	EdD	\$2,000
Vicky Lemons	B	B+16	\$1,000

400.5. Memorandum of Agreement – CTE Externship Grant

400.6. Approval of Non-College Employment (External Report)

400.7. Resignation Ratification

B. Professional Non-Faculty

2. Cindy Foerester, Director of Adult Education, FCC, effective September 2, 2014
3. Danelle Hevron, Coordinator of Public Information & Marketing, LTC, effective October 18, 2014

C. Classified

2. Jennifer Balding, Career Advisor, OCC, effective September 6, 2014

Agenda Item #16

Collective Bargaining

Consideration of Faculty Contract Proposal

Agenda Item #17

Litigation

Agenda Item #18

Other Items

Agenda Item #19

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								
GRAND TOTAL		\$2,211,000	Board Approval	Materials	Begin Construction	30% Completed	60% Completed	80% Completed	100% Completed	Fully Accepted

8/31/2014