LOYOLA UNIVERSITY CHICAGO - SCHOOL OF LAW
AFFILIATION AGREEMENT

This agreement ("Agreement") is entered into by and between Loyola University Chicago
("University"), an Illinois not-for-profit corporation and Erie Family Health Center ("Center")
and is effective and commences on January 19, 2011, and terminates on January 18, 2014. It is
the intent of the parties to continue the partnership after the initial term if the parties mutually
agree it continues to serve a valuable purpose for University students and Center patients/clients.

WHEREAS, vulnerable populations, including racial and ethnic minorities and low-income
populations, disproportionately suffer from health disparities;

WHEREAS, health and healthcare are a function of not only access to healthcare, but also social
determinants of health that may be resolved by legal intervention;

WHEREAS, the parties to this Agreement recognize that interdisciplinary collaboration is crucial
to promoting the health and wellbeing of their patients/clients and ideal setting for education
students,

WHEREAS, the Center and the Health Justice Project ("Clinic"), a legal clinic at the School of
Law, desire to form a medical-legal community partnership in order to provide legal services to
Center patients and remedy social determinants of health;

WHEREAS, the University desires to establish at Center an education program to provide
learning opportunities and experiences to students enrolled in the Clinic; and

WHEREAS, the Center supports the provision of such opportunities and experiences to students
and desires to have the Clinic students on its premises;

NOW THEREFORE, in consideration of the promises set forth in this Agreement, the parties
agree as follows:

1. **Erie Family Health Center Coordinator.** Dr. David Buchanan of the Center is the partnership
   coordinator who will identify and appoint a "Physician Champion" at each site. The
   Physician Champion will coordinate qualified patient access to the Clinic. In this capacity,
   the Physician Champion is responsible for ensuring that Center providers know about the
   medical-legal community partnership and the Clinic’s services and how to refer patients to
   the Clinic appropriately. David Buchanan and/or the appointed Physician Champion will
   also conduct necessary communications with Center’s administrators about the partnership
   and Clinic operations. In the event Dr. Buchanan and/or the appointed Physician Champion
   resigns or is terminated from the Center, the President and CEO of the Center will consult
   with the Clinic and appoint a mutually agreed upon Physician Champion and Partnership
   Coordinator.

2. **Curriculum.** The Clinic shall be responsible for establishing the content of the curriculum of
   the Clinic and the method of instruction.
3. **Legal Representation and Supervision.** Emily Benfer and authorized University staff will train and supervise University law students in the delivery of legal services to Center patients in one or more basic needs areas, such as Social Security Disability Income, Temporary Assistance to Needy Families, Medicaid, and Food Stamps. Cases will be screened for conflicts, educational utility and eligibility. Legal representation will include on-site intake, referrals to local service providers and attorneys, provision of legal advice and brief legal services. The Clinic retains the right to accept or decline representation of clients seen at the Center or referred by Center staff members.

4. **Onsite Intake.** The Clinic will host weekly or bi-weekly office hours for intake in at least one Center site. The Clinic will make a reasonable effort to refer any cases it declines.

5. **Authorized Project Staff and Students.** The Clinic reserves the right to provide additional staffing in order to provide appropriate educational opportunities to students and representation to the clients retained by the Clinic. The Clinic will accept new student enrollment, of approximately 6 to 10 students, every semester. Loyola will notify the Center with the names of staff persons and students.

6. **Student Records.** The Center shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974 and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the students participating in the Clinic.

7. **Removal of Students.** The University has the right to remove a student from the Clinic. The University shall notify the Center of such removal in writing. The Center may immediately remove any student participating in the Clinic from the Center’s premises for behavior that the Center deems to be an immediate threat to the health or welfare of the Center’s clients, staff members or visitors or to the Center’s operations. In such event, the Center shall notify the Clinic in writing of its actions and the reasons for its actions as soon as practicable. If the Center desires to remove a student for any other reason, the Center shall notify the University in writing of the reasons for the removal and shall consult with the University before removing the student.

8. **Erie Family Health Center Policies.** The Center and the Clinic shall provide an orientation to the students participating in the Clinic to familiarize them with the Center and its applicable policies, rules, standards and practices. The Clinic shall inform such students to abide by those policies, rules, standards and practices.

9. **Erie Family Health Center Facilities.** The Center agrees to allow Clinic employees and students in any staff congregation areas in order to facilitate collaboration between partners and to allow the Clinic to instruct students. The Center is responsible for providing Loyola employees and students with access to: a confidential meeting space that includes access to telephone service and internet connection, a file cabinet that locks, and office supplies such as a fax machine and copier.
10. **Transportation.** University students participating in the Clinic shall be responsible for their transportation to and from the Center.

11. **Identification.** The Clinic shall advise its students to wear any appropriate identification provided by the Center and any uniform required by the Center while participating in the Clinic. Neither the identification nor the uniform shall indicate that such students are members of the Center’s staff. The Clinic shall inform its students to identify themselves to Center clients, staff members and visitors as students of the Clinic.

12. **Emergency Care.** In the event any student becomes ill, injured or is exposed to hazardous materials while on the Center premises and a Clinic staff member is not available, the Center shall, upon the request of such student or as appropriate in an emergency, provide or arrange for the provision of any necessary immediate or emergent care. The student receiving such care shall be responsible for the cost of such care.

13. **Information Sharing.** The Clinic and the Center will at all times comply with professional ethical codes, state law, and federal law concerning privacy and confidentiality. The Clinic and the Center will obtain appropriate releases from patients/clients that allow for the sharing of non-privileged information in legal files or medical records to the extent that it furthers the legal representation or medical care of the patient/client. With client release and waiver, Clinic staff may discuss the case or share medical records with other members of the Center or the University for the purposes of providing appropriate representation to clients or for the purposes of student supervision. The Center and the Clinic are responsible for identifying and developing appropriate release forms. The Center and the Clinic agree to cooperate on data collection and analysis. The Clinic retains the right to exclusive possession of the legal files of clients referred by the Center.

14. **Materials and Training.** The Clinic is responsible for creating, editing and publishing “Know Your Rights” manuals and referral guides for Center patients and employees. The Center is responsible for reviewing and prominently displaying resources and materials related to the Project. The Clinic will conduct trainings for doctors, medical students, and front-line staff that emphasize not only screening and referrals but also physician engagement in the advocacy process. The Center is responsible for actively assisting in the development of curriculum for physicians, medical students and front-line staff trainings. The Center is responsible for setting aside fifteen minutes during grand rounds or other mandatory meeting times at least once per month for trainings facilitated by the Clinic and/or the Center to further affective collaboration.

15. **Accreditation.** Each party to the Agreement represents that it has received the appropriate current approvals and accreditation as required by state regulatory agencies and pertinent health care, institutional and professional accrediting bodies and will immediately notify the other party of any changes in such approvals or accreditations. The parties shall take reasonable measures to maintain the standards necessary for the Center, the University and the Clinic to be and remain eligible for accreditation by the appropriate agency or body.
16. **Evaluation and Improvement.** The Clinic and the Center agree to create an evaluation tool to measure the success and shortcomings of the medical-legal community partnership, which will adher to existing national protocols for medical-legal partnership evaluations, and to participate in partnership development trainings as needed.

17. **Development Support.** The Center and the Clinic agree to collaboratively seek out additional funding and development support for the medical-legal community partnership as necessary.

18. **Non-Discrimination.** Neither party shall, in connection with any aspect of its performance pursuant to this Agreement, discriminate against any person by reason of race, color, religion, national origin, age, gender, sexual orientation, physical or mental disability, marital or veteran status or any other characteristic protected by applicable law.

19. **Independent Parties.** In the performance of all work, duties, and obligations pursuant to this Agreement, the University and the Center are at all times acting as independent parties and neither of them nor their respective employees, faculty members or staff members shall be deemed to be the employee, agent or joint employee of the other. Neither party shall owe or be required to pay to or on behalf of any employee of the other party any compensation or benefits, including but not limited to the payment of any taxes related to employment, workers' compensation or unemployment insurance.

20. **Students as Learners.** While participating in the Clinic, students shall have the status of learners and are not to replace Clinic or Center staff members. Nothing in this Agreement shall be deemed to create an employer-employee relationship between a student and the Center or Clinic. Students shall not be considered employees for any purpose while participating in the Clinic and are not entitled to any compensation or benefits, including but not limited to the payment of any taxes related to employment, workers' compensation or unemployment insurance.

21. **Insurance.** During the term of this Agreement, the University shall maintain professional liability insurance with limits of $1,000,000 per occurrence/$3,000,000 in the aggregate for the acts and omissions of Clinic students while participating in the Clinic pursuant to this Agreement. Upon the written request of the Center, the University shall furnish the Center with a current certificate of insurance or other evidence of coverage. Any certificate of insurance shall contain a clause stating that such insurance will not be modified or terminated without the insurer providing the Center with thirty days prior written notice.

22. **Actions Adverse to Erie Family Health Center.** The Clinic agrees not to provide legal representation to families or individuals as part of the medical-legal community partnership or otherwise where initial contact was made through the program, if the nature of the representation involves an action directly or indirectly adverse to the Center, or their employees, agents or directors either directly or indirectly.

23. **Indemnification.** Each party shall indemnify and hold harmless the other party and its affiliates, trustees, officers, directors and employees from and against any and all claims, liabilities, obligations, damages, costs, expenses, fines, demands and causes of action of
every kind of character (including reasonable attorney's fees or, upon the option of the indemnified party, the indemnifying party shall provide a defense to the indemnified party) related to or arising out of any act or omission of the indemnifying party or its trustees, officers, directors or employees; provided, however, that the indemnified party provides the indemnifying party with prompt written notice of the claim and cooperates fully with the indemnifying party in the settlement or defense of the claim. This indemnification provision shall survive the termination of this Agreement.

24. General. Neither the University nor the Center may assign this Agreement without the prior written consent of the other party. Any attempt to assign this Agreement without such consent shall be void. This Agreement contains all the terms and conditions to which the parties have agreed and supersedes any and all prior understandings, agreements, promises, warranties and representations, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be amended only upon the mutual written agreement of the parties. This Agreement shall be governed by and construed under the laws of the State of Illinois.

25. Termination of the Agreement. Either party may terminate the Agreement by giving the other party a ninety-day written notice addressed to the appropriate position of the party set forth below. In the event the termination date occurs during a school semester in which students are enrolled in the Clinic, the Agreement shall remain effective until the end of the semester in order to allow students to complete their work.

APPROVED AND ACCEPTED:

By: [Signature] 12/1/10
Lee Francis
President and CEO
Erie Family Health Center

By: [Signature] 12-21-10
John Pelissero
Provost
Loyola University Chicago