

20537

ADOPTED
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508

APR 6 1998

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
County of Cook and State of Illinois

COUNTY OF COOK
AND STATE OF ILLINOIS

CLINICAL FACILITIES AGREEMENTS
HEALTH SCIENCES
MALCOLM X COLLEGE

THE CHANCELLOR

REPORTS

that there is a need for facilities in which students enrolled in the Respiratory Care Program and other allied health programs at Malcolm X College can receive supervised clinical experience; and

that Agreements have been negotiated to provide such clinical facilities at the following hospitals:

- > Doctors Hospital of Hyde Park
5800 Stony Island Avenue, Chicago
(effective January 3, 1997, through termination set forth in agreement)
- > Roseland Community Hospital
45 West 111th Street, Chicago
(effective January 3, 1997, through termination set forth in agreement)
- > Ravenswood Hospital
4550 North Winchester Avenue, Chicago
(effective January 15, 1998, through termination set forth in agreement)

RECOMMENDS

that the Board of Trustees approves the Agreement with the above named facilities for the periods indicated, stating the terms and conditions whereby the facilities will be available for use by the Board in conducting Respiratory Care Program and related allied health programs at Malcolm X College; and authorizes the Chairman and Secretary to execute said agreement on behalf of the Board.

Respectfully submitted,

Wayne D. Watson
Chancellor

April 6, 1998

A G R E E M E N T

THIS AGREEMENT entered into this 5th day of January, 1998 by and between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508, COUNTY OF COOK AND STATE OF ILLINOIS, a body politic and corporate, (hereinafter called the "Board") and Ravenswood Hospital Medical Center, (hereinafter called the "Hospital"), and Advocate Health Care, an Illinois Corporation, (hereinafter called "Advocate").

W I T N E S S E T H

WHEREAS, the Board, the Hospital, and Advocate acknowledge a public obligation to contribute to Respiratory Care for the benefit of students and for community needs; and

WHEREAS, the Board will establish a program in Respiratory Care education that requires the facilities of the Hospital in clinical practice; and

WHEREAS, The Hospital has facilities suitable for the educational needs of the program in Respiratory Care education; and

WHEREAS, it is to the mutual benefit of both the Board and the Hospital that students have opportunities for clinical education;

NOW, THEREFORE, in consideration of the covenants herein contained, it is agreed as follows:

1. We, the Board for Malcolm X College, and Ravenswood Hospital hereby agree to comply with the Enactments of the Congress of the United States, and all Federal Executive Orders of a Public Policy dealing with the denial of the Right of Employment and/or the attainment of the opportunities for the gaining of the livelihood because of race, color, religion, sex, or national origin; and in addition Malcolm X College agrees to comply with the State and Local Enactments dealing with the Right of Equal Opportunity not covered by the Federal Promulgations.

2. The Board assumes all responsibility for offering a Respiratory Care education program eligible for accreditation or certification according to the requirements of the American Medical

Association, and in order to implement this program, the Board will appoint the necessary supervisory and instructional personnel who shall be academically or technically qualified. The Board will plan all instruction and be responsible for the evaluation of students.

3. The Board will develop Respiratory Care Instructional plans (hereinafter referred to as the "Plans") - acceptable to the Hospital, and designed to meet the educational goals of the curriculum. The plans describe the proposed use by the Board the Hospital's clinical area, patient care, and patient service facilities. The "Plans" may be modified periodically thereafter, by mutual agreement of the Board and the Hospital to ensure that the Plans continue to meet goals for the educational curriculum, and for patient care according to the standards of the Hospital. Any changes must be agreed upon in writing by both parties.

4. In accordance with the agreement, the Hospital will make available and permit use by the Faculty and Students the following:

- (a) Practical training instruction will be provided by the Hospital for students in the Associate Degree program of Respiratory Care at Malcolm X College. The practical work experience assignments will be in Cardiopulmonary Services and associated modalities. The practical instruction will be in accordance with the Plans; and
- (b) Students will be assigned on a without compensation basis to receive practical instruction. The assigned days and times of the week will be coordinated between the Hospital and the Board in terms of course schedules at the college. However, on occasion students may attend at other times for the purpose of observing particular

- specialized procedures that are not likely to occur during the specified assignments periods; and
- (c) The Hospital may refuse access to its clinical areas to any Board personnel or students who do not meet the Hospital's standards for safety, health, or ethical behavior; and
- (d) The Hospital agrees to provide progress reports on each assigned student in keeping with the Board's requirements for accreditation of the Program. In addition all instruction will be carried out under the supervision of a Board Certified/Credentialed Technician, or Technologist, or Therapist or Nurse, or licensed physician; and
- (e) The Hospital will make and permit the use by the faculty and students' rooms or areas in which groups of students may receive clinical instruction and hold professional discussion;
- (f) The Hospital will make available supplies and equipment commonly available for patient care, and sources of information for educational purposes.
5. The Hospital will make available, at the same rate as the Hospital's own personnel, the following services to the students and faculty;
- (a) Emergency medical care for students and faculty. The Hospital will expect payment from the students, and faculty ~~on~~^{or} their insures^{es}; *RWD*
- (b) Lockers and/or dressing areas;

6. Students will be assigned to the Respiratory Care education program (hereinafter referred to as the "Program" by the Board.

All students assigned will meet the standards of health and academic ability prescribed by the College. Students will have the status of learners and will not replace members of the Hospital staff. Students will not give service to patients in Hospital facilities apart from that rendered for its educational value as a part of the planned education program. Students are to remain subject to the authority, policies and regulations imposed by the Hospital on its employees in connection with patient welfare. The Hospital may resolve any situation in favor of the patients' welfare and restrict the student involved to the role of an observer until the incident can be clarified by Hospital staff and the Boards' faculty.

7. Students will be under the general supervision of the Department Administrative Officer and/or Manager and direct supervision will be by an assigned clinical preceptor.

8. The Hospital will designate a member of its staff to serve as its clinical preceptor, and shall be mutually agreed upon by the Hospital and the Program. He/she will represent the Hospital, and in connection with use by the Board the facilities of the Hospital in carrying out the Plans of the Board, and she/he, at the request of the Board, will arrange for participation by members of the Hospital staff in the education of the students. The Program will schedule conferences among the staff members and Board faculty members at regular intervals, upon request of the Hospital, for the purposes of interpreting, discussing and evaluating the Program.

9. It is agreed between the parties that the number of students in the Program each semester/each year shall be mutually agreed upon by the Program, and the Hospital.

10. The Board guarantees to the Hospital that each student and Faculty member in the Respiratory Care Program will be covered by comprehensive malpractice insurance which covers the actions of the Students and Faculty in the Hospital. The Board shall provide the Hospital with certificates of insurance and shall provide that the insurance may not be canceled without a thirty day prior written notice to the Hospital. The amount of insurance will be \$1,000,000 per claim, and \$1,000,000 in the aggregate. The Board shall deliver such certificates to the Hospital before any student or Faculty member commences any duties or educational activities at or on the Hospital premises under the terms of this Agreement.

11. The terms and conditions of the Agreement may be amended, or deleted, or new terms added, from time to time, but it is understood that no such changes, additions or deletions shall be binding for either party unless they are authorized, in writing, by the Board and the Hospital respectively.

12. The terms of this Agreement shall continue in full force and effect, unless one party sends written notice by registered or certified mail to the other party at least ninety (90) days in advance thereof.

13. It is specifically agreed by the parties hereto that no termination, amendment, addition or deletion to this Agreement, or to the Plans shall adversely affect the orderly progress of Respiratory Care education being received by any student as to the effective date of such termination, amendment, addition or deletion. It is further agreed that this Agreement shall continue

in full force and effect on the terms and conditions that exists prior to the termination, amendment, addition or deletion, as to each student enrolled in and actively receiving instruction in the Program on the effective date of the termination, amendment or deletion.

14. The effective date of the Agreement shall be from Date of Acceptance by both parties.

15. All notices required hereby are to be sent by prepaid registered or certified mail.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ATTEST:

BOARD OF TRUSTEES OF
COMMUNITY COLLEGE
DISTRICT NO. 508, COUNTY
OF COOK
AND STATE OF ILLINOIS

by: [Signature]
Chairman Date
APR 6 - 1998

by: [Signature]
Assistant Secretary Date

APPROVED AS TO LEGAL FORM
[Signature]
GENERAL COUNSEL

by: _____
Staff Attorney Date

by: [Signature] 1/15/98
Hospital Director Date

ATTEST:

by: _____
Hospital Attorney Date

20537

Quid Pro Quo

1. Provide to the Hospital a copy of specific textbooks utilized in the Program;
2. Identify as adjunct Faculty, the Staff member serving as Clinical Preceptor;
3. Appoint a Hospital representative to the Respiratory Therapy Program's Advisory Committee.

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NOTICES

Notices to the Board are to be addressed to:

Board of Trustees of Community College
District No. 508
Chancellor
City Colleges of Chicago
226 West Jackson Boulevard
Chicago, IL 60606

An additional notice is to be sent, by register or certified mail to:

President
Malcolm X College
Respiratory Therapy Program
1900 West Van Buren Street
Chicago, IL 60612

Notices to the Hospital are to be addressed to:

Chief Executive Officer

An additional notice is to be sent, by registered or certified mail to:

Program Director
School of Respiratory Care

THIS AGREEMENT entered into this 3rd day of January, 1997 by and between the BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508, COUNTY OF COOK AND STATE OF ILLINOIS, a body politic and corporate, (hereinafter called the "Board") and Doctors Hospital of Hyde Park, (hereinafter called the "Hospital").

W I T N E S S E T H

WHEREAS, the Board, and the Hospital acknowledge a public obligation to contribute to Respiratory Therapy for the benefit of students and for community needs; and

WHEREAS, the Board will establish a program in Respiratory Therapy education that requires the facilities of the Hospital in clinical practice; and

WHEREAS, The Hospital has facilities suitable for the educational needs of the program in Respiratory Therapy education; and

WHEREAS, it is to the mutual benefit of both the Board and the Hospital that students have opportunities for clinical education;

NOW, THEREFORE, in consideration of the covenants herein contained, it is agreed as follows:

1. We, the Board for Malcolm X College, and the Doctors Hospital of Hyde Park, hereby agree to comply with the Enactments of the Congress of the United States, and all Federal Executive Orders of a Public Policy dealing with the denial of the Right of Employment and/or the attainment of the opportunities for the gaining of the livelihood because of race, color, religion, sex, or national origin; and in addition Malcolm X College agrees to comply with the State and Local Enactments dealing with the Right of Equal Opportunity not covered by the Federal Promulgations.

2. The Board assumes all responsibility for offering a Respiratory Therapy education program eligible for accreditation or certification according to the requirements of the American Medical Association, and in order to implement these program, the Board

will appoint the necessary supervisory and instructional personnel who shall be academically or technically qualified. The Board will plan all instruction and be responsible for the evaluation of students.

3. The Board will develop Respiratory Therapy Instruction plans (hereinafter referred to as the "Plans") - acceptable to the Hospital and designed to meet the educational goals of the curriculum. The plans describe the proposed use by the Board the Hospital's clinical area, patient care, and patient service facilities. The "Plans" may be modified periodically thereafter, by mutual agreement of the Board and the Hospital to ensure that the Plans continue to meet goals for the educational curriculum, and for patient care according to the standards of the Hospital. Any changes must be agreed upon in writing by both parties.

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- (b) Students will be assigned on a without compensation basis to receive practical instruction. The assigned days and times of the week will be coordinated between the Hospital and the Board in terms of course schedules at the college. However, on occasion students may attend at

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other times for the purpose of observing particular specialized procedures that are not likely to occur during the specified assignments periods; and

- (c) The Hospital may refuse access to its clinical areas to any Board personnel or students who do not meet the Hospital's standards for safety, health, or ethical behavior; and
 - (d) The Hospital agrees to provide progress reports on each assigned student in keeping with the Board's requirements for accreditation of the Program. In addition all instruction will be carried out under the supervision of a Board Certified/Credentialed Technician, or Technologist, or Therapist or Nurse, or licensed physician; and
 - (e) The Hospital will make and permit, the use by the faculty and students, rooms or areas in which groups of students may receive clinical instruction and hold professional discussion;
 - (f) The Hospital will make available supplies and equipment commonly available for patient care, and sources of information for educational purposes.
5. The Hospital will make available, at the same rate as the Hospital's own personnel, the following services to the students and faculty;
- (a) Emergency medical care for students and faculty. The Hospital will expect payment from the students, and faculty ^{or} ~~on~~ their insurances; *KU.*
 - (b) Lockers and/or dressing areas;

6. Students will be assigned to the Respiratory Therapy education program (hereinafter referred to as the "Program") by the Board.

All students assigned will meet the standards of health and academic ability prescribed by the College. Students will have the status of learners and will not replace members of the Hospital staff. Students will not give service to patients in Hospital facilities apart from that rendered for its educational value as a part of the planned education program. Students are to remain subject to the authority, policies and regulations imposed by the Hospital on its employees in connection with patient welfare. The Hospital may resolve any situation in favor of the patients' welfare and restrict the student involved to the role of an observer until the incident can be clarified by the Hospital staff and the Boards' faculty.

7. Students will be under the general supervision of the Department Administrative Officer and/or Manager and direct supervision will be by an assigned clinical preceptor.

8. The Hospital will designate a member of its staff to serve as its clinical preceptor, and shall be mutually agreed upon by the Hospital and Program. He/she will represent the Hospital, in connection with use by the Board the facilities of the Hospital, in carrying out the Plans of the Board, and she/he, at the request of the Board, will arrange for participation by members of the Hospital staff in the education of the students. The Hospital will schedule conferences among the staff members and Board faculty members at regular intervals, upon request of the Hospital, for the purposes of interpreting, discussing and evaluating the Program.

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9. It is agreed between the parties that the number of students in the Program each semester/each year shall be mutually agreed upon by the Program and the Hospital.

10. The Board guarantees to the Hospital that each student and Faculty member in the Respiratory Therapy Program will be covered by comprehensive malpractice insurance which covers the actions of the Students and Faculty in the Hospital. The Board shall provide the Hospital with certificates of insurance and shall provide that the insurance may not be canceled without a thirty day prior written notice to the Hospital. The amount of insurance will be \$1,000,000 per claim, and \$1,000,000 in the aggregate. The Board shall deliver such certificates to the Hospital before any student or Faculty member commences any duties or educational activities at or on the Hospital premises under the terms of this Agreement.

11. The terms and conditions of the Agreement may be amended, or deleted, or new terms added, from time to time, but it is understood that no such changes, additions or deletions shall be binding for either party unless they are authorized, in writing, by the Board and Hospital respectively.

12. The terms of this Agreement shall continue in full force and effect, unless one party sends written notice by registered or certified mail to the other party at least ninety (90) days in advance thereof.

13. It is specifically agreed by the parties hereto that no termination, amendment, addition or deletion to this Agreement, or to the Plans shall adversely affect the orderly progress of Respiratory Therapy education being received by any student as to the effective date of such termination, amendment, addition or

deletion. It is further agreed that this Agreement shall continue in full force and effect on the terms and conditions that exists prior to the termination, amendment, addition or deletion, as to each student enrolled in and actively receiving instruction in the Program on the effective date of the termination, amendment or deletion.

14. The effective date of the Agreement shall be from Date of Acceptance by both parties.

15. All notices required hereby are to be sent by prepaid registered or certified mail.

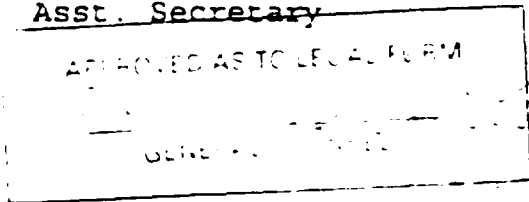
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

ATTEST:

BOARD OF TRUSTEES OF
COMMUNITY COLLEGE
DISTRICT NO. 508, COUNTY
OF COOK
AND STATE OF ILLINOIS

by: _____

Asst. Secretary



by: _____

Chairman

by: _____

Attorney

ATTEST

by: _____

by: Stephen Weinstein
Chief Executive Officer

by: _____

Attorney

1. Provide to the Hospital a copy of specific textbooks utilized in the Program;
2. Identify as adjunct Faculty, the Staff member serving as Clinical Preceptor;
3. Appoint a Hospital representative to the Respiratory Therapy Program's Advisory Committee.

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NOTICES

Notices to the Board are to be addressed to:

Board of Trustees of Community College
District No. 508
Chancellor
City Colleges of Chicago
226 West Jackson Boulevard
Chicago, IL 60606

An additional notice is to be sent, by register or certified mail to:

President
Malcolm X College
Respiratory Therapy Program
1900 West Van Buren Street
Chicago, IL 60612

Notices to the Hospital are to be addressed to:

Chief Executive Officer

An additional notice is to be sent, by registered or certified mail to:

Program Director
School of Respiratory Care