

20540

ADOPTED
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508

APR 6 - 1998

**COUNTY OF COOK
AND STATE OF ILLINOIS**

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

CLINICAL FACILITY AGREEMENT
CERTIFIED NURSING ASSISTANT PROGRAM
WRIGHT COLLEGE

THE CHANCELLOR

REPORTS

that there is a need in the healthcare industry for persons trained as nursing assistants and that Wright College has a program to meet this need; and

that there is a need for facilities in which students enrolled in the Certified Nursing Assistant (CNA) Training Program at Wright College can receive clinical experience; and

that an Agreement has been negotiated with the following site for the use of facilities in accordance with the stipulations set forth in the Agreement effective April, 1998 with annual self-renewals:

The Plum Grove of Palatine
24 South Plum Grove Road
Palatine 60067

RECOMMENDS

that the Board of Trustees approves the Agreement stating the terms and conditions whereby the above facilities will be available for the CNA Training Program for the period indicated; and authorizes the Chairman and the Secretary to execute said Agreement on behalf of the Board.

Respectfully submitted,

Wayne D. Watson
Chancellor

April 6, 1998

AGREEMENT

This agreement entered into this _____ day of _____ by and between the Board of Trustees of the Community College District No. 508, County of Cook and State of Illinois, a body politic and corporate hereinafter referred to as the "BOARD" and The Plum Grove of Patatine, LTD. hereinafter referred to as the "CLINICAL PROVIDER".

WHEREAS, the BOARD and the CLINICAL PROVIDER acknowledge a public obligation to contribute to education for the benefits of students and for community needs;

WHEREAS, the BOARD has established continuing education Programs that requires the educational facilities of the CLINICAL PROVIDER in clinical practice;

WHEREAS, the CLINICAL PROVIDER has facilities suitable for the educational needs of the BOARD'S program,

WHEREAS, it is the mutual benefit of both the BOARD and the CLINICAL PROVIDER that students have opportunities for clinical education as students and future practitioners;

NOW, THEREFORE, to further and accomplish the purposes set forth above, it is agreed as follows;

1. The BOARD shall assume full responsibility for offering educational training programs, hereinafter referred to as THE PROGRAMS, eligible for accreditation according to the requirements of the Illinois Community College Board, the Illinois Department of Public Health, the Department of Transportation and other accrediting agencies. To implement the PROGRAMS, the BOARD will appoint and provide the necessary instructors who shall be academically and clinically qualified. Through these instructors, the BOARD will plan and conduct the instruction and evaluation of students. Instructors provided by the BOARD are not, and shall not be considered for any purposes, employees or agents of the CLINICAL PROVIDER at the time they are functioning as instructors.
2. The CLINICAL PROVIDER will maintain the standards required for approval as a clinical area for instruction in accredited programs.
3. The BOARD will develop a Clinical Instruction Plan designed to meet the educational goals of the PROGRAMS. This Plan will describe the proposed use by the BOARD of the CLINICAL PROVIDER'S clinical areas, patient care and patient service facilities. The BOARD

will submit a Clinical Instruction Plan to the CLINICAL PROVIDER not less than four weeks prior to the first day on which students are to be assigned for training. Details of the Plan may be modified from time to time thereafter by mutual agreement of the BOARD and the CLINICAL PROVIDER to ensure that the Instruction Plan continues to meet the goals of the PROGRAMS and the care standards of the CLINICAL PROVIDER.

4. In accordance with the Clinical Instruction Plan, the CLINICAL PROVIDER will make available and permit the use by the BOARD of the following: patient care and patient services, supplies and equipment commonly available for patient care, and sources of information for educational purposes; provided that the CLINICAL PROVIDER may refuse access to its patient care areas to any instructor or student participating in the PROGRAMS who do not meet, in the CLINICAL PROVIDER'S sole discretion, standards for safety, conduct or ethical behavior. The BOARD recognizes that the CLINICAL PROVIDER retains the responsibility for the quality of patient care and the BOARD agrees that its instructors and students shall conduct themselves in conformity with the By-Laws, Rules, Regulations and policies of the CLINICAL PROVIDER at all times.
5. The BOARD guarantees the CLINICAL PROVIDER of malpractice insurance for all students and instructors participating in the PROGRAMS in the amount of \$1,000,000/\$3,000,000. Said policies shall be furnished to the CLINICAL PROVIDER prior to the commencement of the PROGRAMS.
6. Students will be assigned to the PROGRAMS by the BOARD. The number of students will be mutually agreed upon by the BOARD and the CLINICAL PROVIDER. The BOARD shall be responsible for each student and instructor's good physical health and provide satisfactory evidence to the CLINICAL PROVIDER that the instructors and students are free from infection and communicable diseases. Students will have the status of learners, will not replace members of the CLINICAL PROVIDER'S staff and receive no compensation for services rendered during the course of the PROGRAMS. Students will not give service to patients of the CLINICAL PROVIDER apart from the PROGRAMS. Students are to remain subject to the authority, policies and regulations of the BOARD. Students are not, and shall not be, considered employees of the CLINICAL PROVIDER. The CLINICAL PROVIDER shall not be responsible for the payment of any benefits that a student may be entitled to under the Illinois Workmen's Compensation Act.

During periods of clinical assignment students will be required to observe the regulations imposed by the CLINICAL PROVIDER on its employees in connection with patient welfare. The CLINICAL PROVIDER may resolve any problem situation in favor of the patient's welfare and restrict the student involved to the role of observer until the incident can be clarified by the CLINICAL PROVIDER staff and the instructor.

7. It is mutually agreed and understood that during the term of the Agreement, the BOARD will indemnify and hold the CLINICAL PROVIDER harmless from all claims, actions, and judgements, including attorney's fees, costs, interest and related expenses for personal injury, public liability, property damage and loss caused by or arising out of the use of the CLINICAL PROVIDER premises and facilities by the BOARD, by the BOARD'S instructors and by the students of the BOARD, committed or occurring during the term of this Agreement provided that the CLINICAL PROVIDER gives the BOARD notice of any occurrence arising under this Agreement within thirty (30) days from the date of the occurrence. In no event shall the BOARD indemnify criminal or intentional conduct nor shall the BOARD indemnify the CLINICAL PROVIDER for any claims, actions and judgments of any kind in any way caused by, relating to or arising out of any act, conduct or omission on the part of any employee, agent or servant of the CLINICAL PROVIDER. In the event that a demand for representation is made, the BOARD reserves the right to assign legal representation. The CLINICAL PROVIDER agrees to cooperate fully with the BOARD in providing any documents, witnesses and/or other information relevant to the BOARD'S assumption of defense and in defense of any claims, demands, suits, actions or proceedings brought against the CLINICAL PROVIDER under this Agreement.

8. The term of this Agreement shall be from ~~1997~~ ^{April 1, 1998} to ~~1998~~ ^{March 31, 1999}. This Agreement will be renewed automatically each successive year on January 1, for a period of twelve months unless one party sends written notice, by registered mail to the other prior to September 1. Notwithstanding the foregoing, either party may terminate this Agreement, with or without cause, ninety days prior after written notice to the other party. In addition, this Agreement may be terminated by either party in the event of a material breach by the other party upon the giving of thirty days written notice setting forth such breach, unless such breach is cured or action to cure such breach is promptly initiated within such thirty day period and

diligently continued to resolution.

- 9. The terms and conditions of the Agreement may be amended, deleted, or added to from time to time, but it is understood that no such changes additions or deletions shall be binding upon the BOARD or the CLINICAL PROVIDER unless they are authorized by written consent of the BOARD and the CLINICAL PROVIDER.
- 10. This Agreement is not assignable in whole or in part by either party without the prior written consent of the other party. Notwithstanding the foregoing, the CLINICAL PROVIDER may assign this Agreement to an affiliate, successor or parent corporation.
- 11. All notices required hereby are to be sent by prepaid registered mail with a return receipt requested, and effective upon receipt.

Notices to the BOARD are to be sent to:
 Chancellor
 City Colleges of Chicago
 226 West Jackson Boulevard
 Chicago, Illinois 60606

An additional notification should be sent by regular mail to:
 Raymond F. Le Fevour, President
 Wilbur Wright College
 4300 North Narragansett Avenue
 Chicago, Illinois 60634

Notices to the CLINICAL PROVIDER are to be addressed to:
 The Plum Grove of Palatine, LTD.
 24 S. Plum Grove Road
 Palatine, Illinois 60067

Approved as to Legal Form: BOARD OF TRUSTEES OF COMMUNITY
 COLLEGE DISTRICT NO. 508, COUNTY OF COOK AND STATE OF ILLINOIS

General Counsel

BY: [Signature] APR 6 - 1998
 Chairman

ATTEST: Patricia A. Bush Secretary

BY: [Signature] Administrator

ATTEST: [Signature] Secretary

FOR Plum Grove

APPROVED AS TO LEGAL FORM
 GENERAL COUNSEL
[Signature]