

20800

**ADOPTED**  
BOARD OF TRUSTEES OF  
COMMUNITY COLLEGE DISTRICT NO. 508

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

AUG 6, 1998

COUNTY OF COOK  
AND STATE OF ILLINOIS

CLINICAL FACILITY AGREEMENTS  
NURSING PROGRAM  
MALCOLM X COLLEGE

THE CHANCELLOR

REPORTS

that there is a need for facilities in which students enrolled in the Associate Degree Program in Nursing at Malcolm X College can receive clinical experience; and

that Agreements have been negotiated to provide facilities for this program with automatic renewals at

- > Roseland Community Hospital, 45 West 111th Street, Chicago  
(Effective August 1, 1998 to June 30, 1999)
- > Care Path Health Network, 6633 North Lincoln Avenue, Lincolnwood, IL  
(Effective August 1, 1998 to June 30, 1999)
- > St. Bernard Hospital, 64th & Dan Ryan, Chicago  
(Effective September 1, 1998 to August 30, 1999)
- > Thorek Hospital & Medical Center, 850 W. Irving Park, Chicago  
(Effective August 1, 1998 to June 30, 1999)

RECOMMENDS

that the Board of Trustees approves said Agreements for the period indicated, stating the terms and conditions whereby the above will make facilities available for conducting the Associate Degree Program in Nursing at Malcolm X College during the period indicated; and authorizes the Chairman and Assistant Secretary to execute said Agreements on behalf of the Board.

Respectfully submitted,

Wayne D. Watson  
Chancellor

August 6, 1998

# 20800 AGREEMENT

THIS AGREEMENT entered into this 25 day of June 1998, 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 Thorek Hospital and Medical Center and the Board of Trustees, 850 West Irving Park Road, Chicago, IL 60613, an Illinois not-for-profit organization, (hereinafter referred to as the "HOSPITAL"):

WHEREAS the BOARD and the HOSPITAL acknowledge a public obligation to contribute to NURSING education for the benefit of students and for community needs; the BOARD has established a program in NURSING education that requires the educational facilities of the HOSPITAL in clinical practice; the HOSPITAL has facilities suitable for the educational needs of the BOARD'S program in NURSING education; and, it is to the mutual benefit of both the BOARD and the HOSPITAL that students have opportunities for clinical education as students and future practitioners;

THEREFORE, it is agreed as follows:

1. The BOARD assumes full responsibility for offering a NURSING education program eligible for accreditation or certification according to the requirements of the Department of Professional Regulation. To implement this program, the BOARD will appoint and provide the necessary faculty members who shall be academically or clinical qualified. Through such faculty the BOARD will plan and conduct all clinical instruction and the evaluation of students.
2. The HOSPITAL will maintain the standards required for approval as a clinical area for instruction in an accredited program in NURSING education.
3. The BOARD will develop a Clinical Instruction Plan designed to meet the educational goals of the NURSING curriculum. The Clinical Instruction Plan will describe the proposed use by the BOARD of the HOSPITAL'S clinical areas and patient care and patient service facilities. The BOARD will submit the Clinical Instruction Plan to the HOSPITAL'S Education Coordinator not less than two

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weeks prior to the first day on which students are to be assigned to the HOSPITAL for training. The Clinical Instruction Plan should be the result of prior communication between the parties and must reflect mutual agreement of the parties. Details of the Clinical Instruction Plan may be modified from time to time thereafter by mutual agreement of the BOARD and the HOSPITAL to ensure that the Clinical Instruction Plan continues to meet the goals of the NURSING education curriculum and the patient care standards of the HOSPITAL.

4. In accordance with the Clinical Instruction Plan, the HOSPITAL will make available and permit the use by the BOARD of the following: patient care, patient service facilities, clinical areas, rooms or areas, as available, in which groups of students may hold discussions and receive clinical instruction; supplies and equipment commonly available for patient care; and sources of information for educational purposes; provided, that the HOSPITAL may refuse educational access to its clinical areas to any BOARD personnel who do not meet the HOSPITAL'S standards for safety, health, or ethical behavior.

5. In addition, the HOSPITAL will provide the following services to the students and faculty; reasonable use of parking areas; those food services made available to members of the HOSPITAL'S staff; and emergency medical care to adults and to those minors for whom their parents or legal guardians have previously filed with the BOARD their consent in writing that such emergency medical care may be performed for such minors. Evidence of students' personal health insurance coverage shall be made available to the HOSPITAL on request.

6. Students will be assigned to the NURSING education program by the BOARD. The BOARD agrees that all students assigned will meet both the BOARD'S and the HOSPITAL'S standard of health and academic ability. It is further agreed that the number of students placed each academic year shall be by mutual agreement of the BOARD and the HOSPITAL. Students will have the status of learners and will not replace members of the HOSPITAL'S staff. Students will not give service to

patients in the HOSPITAL apart from that rendered for its educational value as a part of the planned NURSING education program. Students are to remain subject to the authority, policies and regulations of the BOARD, and during periods of clinical assignment, students will be required to observe the regulations imposed by the HOSPITAL on its employees in connection with patient's welfare. The HOSPITAL may resolve any problem situation in favor of the patient's welfare and restrict the student involved to the role of an observer until the incident can be clarified by the HOSPITAL'S staff, and the faculty member.

7. The HOSPITAL will designate a member of its staff to serve as Education Coordinator. The Education Coordinator will represent the HOSPITAL in connection with use by the BOARD of the facilities of the HOSPITAL in carrying out the Clinical Instruction Plan. Members of the HOSPITAL'S staff, may participate, but will be at the discretion of the individual members of the HOSPITAL'S staff, and will not be permitted by the HOSPITAL if participation interferes with the duties assigned to the members of the HOSPITAL'S staff. The HOSPITAL will schedule conferences among its staff members and BOARD for the purposes of interpreting, discussing and evaluating the NURSING educational program.

8. The terms of this Agreement shall be from August 1, 1998, to June 30, 1999. This agreement will automatically be renewed on August 1, of each year for a period of 10 months unless one party sends written notice by registered mail to the other party prior to April 1, of the year the contract is to be amended or terminated.

9. The terms and conditions of this Agreement may be amended, from time to time, but no amendments shall be binding upon the BOARD or the HOSPITAL unless they are authorized by mutual written consent of the BOARD and the HOSPITAL.

10. The BOARD shall procure and maintain through the term of this Agreement and any extensions thereof \$1,000,000/\$3,000,000 comprehensive malpractice insurance for each student enrolled in the

NURSING program. Evidence of this malpractice insurance plan shall be made available to the HOSPITAL upon request.

11. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and assigns.

12. All notices required hereby are to be sent by prepaid registered mail with a return receipt requested, and are effective upon receipt.

Notices to the BOARD are to be addressed to:

The Chancellor  
City Colleges of Chicago  
226 West Jackson Boulevard  
Chicago, IL 60606

Additional notification should be sent by regular mail to:

Zerrie D. Campbell, President  
Malcolm X College  
1900 West Van Buren Street  
Chicago, IL 60612

and

Beverly Liddell, RN, MS, Chairperson  
Nursing Department  
Malcolm X College  
1900 West Van Buren Street  
Chicago, IL 60612

HOSPITAL's contact person's name and mailing address:

Dolly Santos, R.N.  
Director of Nursing Service  
Thorek Hospital and Medical Center  
850 West Irving Park Road  
Chicago, IL 60613

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

~~\_\_\_\_\_~~ to  
~~\_\_\_\_\_~~

APPROVED AS TO LEGAL FORM

*Paula Masconich*  
GENERAL COUNSEL *pm*

By: *[Signature]*  
Chairman

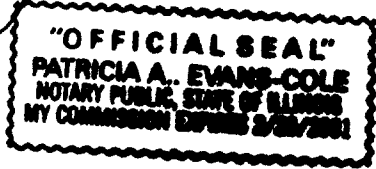
AUG 6, 1998

Attest: *Patricia A Bude*

By: *[Signature]*  
Thorek Hospital and Medical Center

Attest: *Patricia A. Evans Cole*

Date: *June 25, 1998*



ADDENDUM TO AGREEMENT BETWEEN  
BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508  
COUNTY OF COOK AND STATE OF ILLINOIS  
AND  
Thorek Hospital and Medical Center

The following is attached to an incorporated into the above named agreement:

- (1) It is mutually agreed and understood that during the term of the Agreement the BOARD will indemnify and hold the HOSPITAL harmless from all claims, actions and judgments, including attorney's fees, costs, interest and related expenses for personal injury, public liability and property damage and loss caused by, related to or arising out of the use and occupancy of the HOSPITAL premises and facilities by the BOARD, by the BOARD'S faculty and by the students of the BOARD committed or occurring during the term of this Agreement, provided that the HOSPITAL 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 HOSPITAL 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 HOSPITAL. In the event a demand for representation is made, the BOARD reserves the right to assign legal representation. HOSPITAL agrees to cooperate fully with the BOARD in providing any documents, witnesses and/or any other information relevant to the BOARD'S assumption of defense and in defense of any claims, demands, suits, actions or proceedings brought against HOSPITAL under this Agreement.

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

Approved as to  
Legal Form:

Patricia A. Evans-Cole  
General Counsel *RWW*

By: [Signature] AUG 6 - 1998  
Chairman

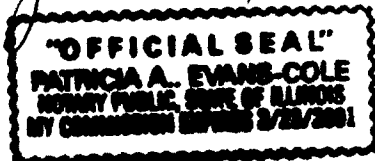
Attest: Patricia A. Burns  
Secretary

HOSPITAL

By: [Signature]  
(President, Chief Executive Officer)

Attest: Patricia A. Evans-Cole

Date: June 25, 1998



# 20800

## AGREEMENT

THIS AGREEMENT entered into this 26<sup>th</sup> day of June 1998, 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 Care Path Health Network, 6633 North Lincoln Avenue, Lincolnwood, IL 60645, an Illinois corporation, and its entities, (hereinafter referred to as the "CORPORATION"): 1. Monroe Pavillion, 1400 West Monroe Street, Chicago, IL 60607, 2. The Imperial, 1366 West Fullerton Avenue, Chicago, IL 60614, 3. Halsted Terrace, 10935 South Halsted, Chicago, IL 60628, 4. California Gardens, 2819 South California Avenue, Chicago, IL 60608.

WHEREAS the BOARD and the CORPORATION acknowledge a public obligation to contribute to NURSING education for the benefit of students and for Community needs; the BOARD has established a program in NURSING education that requires the educational facilities of the CORPORATION in clinical/community practice; the CORPORATION has facilities; suitable for the educational needs of the BOARD'S program in NURSING education; and, it is to the mutual benefit of both the BOARD and the CORPORATION that students have opportunities for clinical education as students and future practitioners;

THEREFORE, it is agreed as follows:

1. The BOARD assumes full responsibility for offering a NURSING education program eligible for accreditation or certification according to the requirements of the Department of Professional Regulation. To implement this program, the BOARD will appoint and provide the necessary faculty members who shall be academically or clinical qualified.



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Through such faculty the BOARD will plan and conduct all clinical instruction and the evaluation of students.

2. The CORPORATION will maintain the standards required for approval as a clinical area for instruction in an accredited program in NURSING education.

3. The BOARD will develop a clinical/community instruction plan designed to meet the educational goals of the NURSING curriculum. The clinical/community instruction plan will describe the proposed use by the BOARD of the CORPORATION'S clinical/community areas and patient care and patient service facilities. The BOARD will submit the clinical/community instruction plan to the CORPORATION Education Coordinator not less than two weeks prior to the first day on which students are to be assigned to the CORPORATION for training. The clinical/community instruction plan should be the result of prior communication between the parties and must reflect mutual agreement of the parties. Details of the clinical/community instruction plan may be modified from time to time thereafter by mutual agreement of the BOARD and the CORPORATION to ensure that the clinical/community instruction plan continues to meet the goals of the NURSING education curriculum and the patient care standards of the CORPORATION.

4. In accordance with the clinical/community Instruction Plan, the CORPORATION will make available and permit the use by the BOARD of the following: patient care, patient service facilities, clinical areas, rooms or areas, as available, in which groups of students may hold discussions and receive clinical/community instruction; supplies and equipment commonly available for patient care; and sources of information for educational purposes; provided, that the CORPORATION may refuse educational access to its clinical

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areas to any BOARD personnel who do not meet the CORPORATION'S standards for safety, health, or ethical behavior.

5. In addition, the CORPORATION will provide the following services to the students and faculty; reasonable use of parking areas; those food services made available to members of the CORPORATION'S staff; and emergency medical care to adults and to those minors for whom their parents or legal guardians have previously filed with the BOARD their consent in writing that such emergency medical care may be performed for such minors. Evidence of students' personal health insurance coverage shall be made available to the CORPORATION on request.

6. Students will be assigned to the NURSING education program by the BOARD. The BOARD agrees that all students assigned will meet both the BOARD'S and the CORPORATION'S standard of health and academic ability. It is further agreed that the number of students placed each academic year shall be by mutual agreement of the BOARD and the CORPORATION. Students will have the status of learners and will not replace members of the CORPORATION'S staff. Students will not give service to patients in the CORPORATION apart from that rendered for its educational value as a part of the planned NURSING education program. Students are to remain subject to the authority, policies and regulations of the BOARD, and during periods of clinical/community assignment, students will be required to observe the regulations imposed by the CENTER on its employees in connection with patient's welfare. The CORPORATION may resolve any problem situation in favor of the patient's welfare and restrict the student involved to the role of an observer until the incident can be clarified by the CORPORATION'S staff, and the faculty member.

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7. The CORPORATION will designate a member of its staff to serve as Education Coordinator. The Education Coordinator will represent the CORPORATION in connection with use by the BOARD of the facilities of the CORPORATION in carrying out the clinical/community instruction plan. Members of the CORPORATION'S staff, may participate, but will be at the discretion of the individual members of the CORPORATION staff, and will not be permitted by the CORPORATION if participation interferes with the duties assigned to the members of the CORPORATION'S staff. The CORPORATION will schedule conferences among its staff members and BOARD for the purposes of interpreting, discussing and evaluating the NURSING educational program.

8. The terms of this Agreement shall be from August 1, 1998, to June 30, 1999. This agreement will automatically be renewed on July 1, of each year for a period of 12 months unless one party sends written notice by registered mail to the other party prior to April 1, of the year the contract is to be amended or terminated.

9. The terms and conditions of this Agreement may be amended, from time to time, but no amendments shall be binding upon the BOARD or the CORPORATION unless they are authorized by mutual written consent of the BOARD and the CORPORATION.

10. The BOARD shall procure and maintain through the term of this Agreement and any extensions thereof \$1,000,000/\$3,000,000 comprehensive malpractice insurance for each student enrolled in the NURSING program. Evidence of this malpractice insurance plan shall be made available to the CORPORATION on request.

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11. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and assigns.

12. All notices required hereby are to be sent by prepaid registered mail with a return receipt requested, and are effective upon receipt. Notices to the BOARD are to be addressed to:

The Chancellor  
City Colleges of Chicago  
226 West Jackson Boulevard  
Chicago, IL 60606

Additional notification should be sent by regular mail to:

Zerrie D. Campbell  
President  
Malcolm X College  
1900 West Van Buren Street  
Chicago, IL 60612

and

Beverly Liddell, RN, MS  
Chairperson  
Nursing Department  
Malcolm X College  
1900 West Van Buren Street  
Chicago, IL 60612

CORPORATION's contact person's name and mailing address:

Fred Benjamin  
President  
Care Path Health Network  
6633 North Lincoln Avenue  
Lincolnwood, IL 60645

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

~~\_\_\_\_\_~~ to  
~~\_\_\_\_\_~~:

By: *[Signature]*  
Chairman

AUG 6 - 1998

Attest: *Patricia A. Buck*

APPROVED AS TO LEGAL FORM  
*[Signature]*  
GENERAL COUNSEL

By: *[Signature]*  
Care Path Health Network

Attest: *[Signature]*

Date: 6/26/98

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ADDENDUM TO AGREEMENT BETWEEN  
BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508  
COUNTY OF COOK AND STATE OF ILLINOIS  
AND  
Care Path Health Network

The following is attached to an incorporated into the above named agreement:

- (1) It is mutually agreed and understood that during the term of the Agreement the BOARD will indemnify and hold the HOSPITAL harmless from all claims, actions and judgments, including attorney's fees, costs, interest and related expenses for personal injury, public liability and property damage and loss caused by, related to or arising out of the use and occupancy of the HOSPITAL premises and facilities by the BOARD, by the BOARD'S faculty and by the students of the BOARD committed or occurring during the term of this Agreement, provided that the HOSPITAL 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 HOSPITAL 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 HOSPITAL. In the event a demand for representation is made, the BOARD reserves the right to assign legal representation. HOSPITAL agrees to cooperate fully with the BOARD in providing any documents, witnesses and/or any other information relevant to the BOARD'S assumption of defense and in defense of any claims, demands, suits, actions or proceedings brought against HOSPITAL under this Agreement.

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

Approved as to  
Legal Form:

*Kath Morozoff*  
General Counsel *KW*

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

*[Signature]*  
Chairman  
AUG 6 - 1998

Attest: \_\_\_\_\_

*Patricia A Bink*  
Secretary

HOSPITAL

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

*And Byrne*  
(President, Chief Executive Officer)

Attest: \_\_\_\_\_

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

6/28/98

# 20800 AGREEMENT

THIS AGREEMENT entered into this 16<sup>th</sup> day of JUNE 1998, 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 Roseland Community Hospital and Board of Trustees, 45 West 111th Street, Chicago, IL 60628, an Illinois not-for-profit organization, (hereinafter referred to as the "HOSPITAL"):

WHEREAS the BOARD and the HOSPITAL acknowledge a public obligation to contribute to NURSING education for the benefit of students and for community needs; the BOARD has established a program in NURSING education that requires the educational facilities of the HOSPITAL in clinical practice; the HOSPITAL has facilities suitable for the educational needs of the BOARD'S program in NURSING education; and, it is to the mutual benefit of both the BOARD and the HOSPITAL that students have opportunities for clinical education as students and future practitioners;

THEREFORE, it is agreed as follows:

1. The BOARD assumes full responsibility for offering a NURSING education program eligible for accreditation or certification according to the requirements of the Department of Professional Regulation. To implement this program, the BOARD will appoint and provide the necessary faculty members who shall be academically or clinical qualified. Through such faculty the BOARD will plan and conduct all clinical instruction and the evaluation of students.
2. The HOSPITAL will maintain the standards required for approval as a clinical area for instruction in an accredited program in NURSING education.
3. The BOARD will develop a Clinical Instruction Plan designed to meet the educational goals of the NURSING curriculum. The Clinical Instruction Plan will describe the proposed use by the BOARD of the HOSPITAL'S clinical areas and patient care and patient service facilities. The BOARD will submit the Clinical Instruction Plan to the HOSPITAL'S Education Coordinator not less than two

weeks prior to the first day on which students are to be assigned to the HOSPITAL for training. The Clinical Instruction Plan should be the result of prior communication between the parties and must reflect mutual agreement of the parties. Details of the Clinical Instruction Plan may be modified from time to time thereafter by mutual agreement of the BOARD and the HOSPITAL to ensure that the Clinical Instruction Plan continues to meet the goals of the NURSING education curriculum and the patient care standards of the HOSPITAL.

4. In accordance with the Clinical Instruction Plan, the HOSPITAL will make available and permit the use by the BOARD of the following: patient care, patient service facilities, clinical areas, rooms or areas, as available, in which groups of students may hold discussions and receive clinical instruction; supplies and equipment commonly available for patient care; and sources of information for educational purposes; provided, that the HOSPITAL may refuse educational access to its clinical areas to any BOARD personnel who do not meet the HOSPITAL'S standards for safety, health, or ethical behavior.

5. In addition, the HOSPITAL will provide the following services to the students and faculty: reasonable use of parking areas; those food services made available to members of the HOSPITAL'S staff; and emergency medical care to adults and to those minors for whom their parents or legal guardians have previously filed with the BOARD their consent in writing that such emergency medical care may be performed for such minors. Evidence of students' personal health insurance coverage shall be made available to the HOSPITAL on request.

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patients in the HOSPITAL apart from that rendered for its educational value as a part of the planned NURSING education program. Students are to remain subject to the authority, policies and regulations of the BOARD, and during periods of clinical assignment, students will be required to observe the regulations imposed by the HOSPITAL on its employees in connection with patient's welfare. The HOSPITAL may resolve any problem situation in favor of the patient's welfare and restrict the student involved to the role of an observer until the incident can be clarified by the HOSPITAL'S staff, and the faculty member.

7. The HOSPITAL will designate a member of its staff to serve as Education Coordinator. The Education Coordinator will represent the HOSPITAL in connection with use by the BOARD of the facilities of the HOSPITAL in carrying out the Clinical Instruction Plan. Members of the HOSPITAL'S staff, may participate, but will be at the discretion of the individual members of the HOSPITAL'S staff, and will not be permitted by the HOSPITAL if participation interferes with the duties assigned to the members of the HOSPITAL'S staff. The HOSPITAL will schedule conferences among its staff members and BOARD for the purposes of interpreting, discussing and evaluating the NURSING educational program.

8. The terms of this Agreement shall be from August 1, 1998, to June 30, 1999. This agreement will automatically be renewed on August 1, of each year for a period of 10 months unless one party sends written notice by registered mail to the other party prior to April 1, of the year the contract is to be amended or terminated.

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10. The BOARD shall procure and maintain through the term of this Agreement and any extensions thereof \$1,000,000/\$3,000,000 comprehensive malpractice insurance for each student enrolled in the

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The Chancellor  
City Colleges of Chicago  
226 West Jackson Boulevard  
Chicago, IL 60606

Additional notification should be sent by regular mail to:

Zerrie D. Campbell, President  
Malcolm X College  
1900 West Van Buren Street  
Chicago, IL 60612

and

Beverly Liddell, RN, MS, Chairperson  
Nursing Department  
Malcolm X College  
1900 West Van Buren Street  
Chicago, IL 60612

HOSPITAL's contact person's name and mailing address:

Ms. LaJewell Thompson  
Vice President, Human Resources  
Roseland Community Hospital  
45 West 111th Street  
Chicago, IL 60628

20800

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

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By: Whiting  
Chairman

AUG 6 - 1998

Attest: Patricia A. Burke

APPROVED AS TO LEGAL FORM  
Kath McConld  
GENERAL COUNSEL *kw*

By: Roseland Community Hospital  
Roseland Community Hospital

Attest: Juell Thompson

Date: 6/16/98

ADDENDUM TO AGREEMENT BETWEEN  
BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508  
COUNTY OF COOK AND STATE OF ILLINOIS  
AND  
ROSELAND COMMUNITY HOSPITAL

The following is attached to an incorporated into the above named agreement:

- (1) It is mutually agreed and understood that during the term of the Agreement the BOARD will indemnify and hold the HOSPITAL harmless from all claims, actions and judgments, including attorney's fees, costs, interest and related expenses for personal injury, public liability and property damage and loss caused by, related to or arising out of the use and occupancy of the HOSPITAL premises and facilities by the BOARD, by the BOARD'S faculty and by the students of the BOARD committed or occurring during the term of this Agreement, provided that the HOSPITAL 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 HOSPITAL 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 HOSPITAL. In the event a demand for representation is made, the BOARD reserves the right to assign legal representation. HOSPITAL agrees to cooperate fully with the BOARD in providing any documents, witnesses and/or any other information relevant to the BOARD'S assumption of defense and in defense of any claims, demands, suits, actions or proceedings brought against HOSPITAL under this Agreement.

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

AUG 6 - 1998

Approved as to  
Legal Form:

*Paula Marconich*  
General Counsel/cww

By: *[Signature]*  
Chairman

Attest: *Patricia A. Burke*  
Secretary

HOSPITAL

\* By: *Jewell S. Thong*  
(President, Chief Executive Officer)

Attest: *[Signature]*

Date: *8/16/98*

# 20800

## AGREEMENT

THIS AGREEMENT entered into this 1st day of August 1998, 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 Saint Bernard Hospital & Health Care Center, 64<sup>th</sup> Street and Dan Ryan Expressway, Chicago, IL 60621 an Illinois not-for-profit corporation, (hereinafter referred to as the "CORPORATION"):

WHEREAS the BOARD and the CORPORATION acknowledge a public obligation to contribute to NURSING education for the benefit of students and for community needs; the BOARD has established a program in NURSING education that requires the educational facilities of the CORPORATION in clinical practice; the CORPORATION has facilities suitable for the educational needs of the BOARD'S program in NURSING education; and, it is to the mutual benefit of both the BOARD and the CORPORATION that students have opportunities for clinical education as students and future practitioners;

THEREFORE, it is agreed as follows:

1. The BOARD assumes full responsibility for offering a NURSING education program eligible for accreditation or certification according to the requirements of the Department of Professional Regulation. To implement this program, the BOARD will appoint and provide the necessary faculty members who shall be academically or clinical qualified. Through such faculty the BOARD will plan and conduct all clinical instruction and the evaluation of students.
2. The CORPORATION will maintain the standards required for approval at a clinical area for instruction in an accredited program in NURSING education.

## 20800

3. The BOARD will develop a Clinical Instruction Plan designed to meet the educational goals of the NURSING curriculum. The Clinical Instruction Plan will describe the proposed use by the BOARD of the CORPORATION'S clinical areas and patient care and patient service facilities. The BOARD will submit the Clinical Instruction Plan to the CORPORATION'S Education Coordinator not less than two weeks prior to the first day on which students are to be assigned to the CORPORATION for training. The Clinical Instruction Plan should be the result of prior communication between the parties and must reflect mutual agreement of the parties. Details of the Clinical Instruction Plan may be modified from time to time thereafter by mutual agreement of the BOARD and the CORPORATION to ensure that the Clinical Instruction Plan continues to meet the goals of the NURSING education curriculum and the patient care standards of the CORPORATION.

4. In accordance with the Clinical Instruction Plan, the CORPORATION will make available and permit the use by the BOARD of the following: patient care, patient service facilities, clinical areas, rooms or areas, as available, in which groups of students may hold discussions and receive clinical instruction; supplies and equipment commonly available for patient care; and sources of information for educational purposes; provided, that the CORPORATION may refuse educational access to its clinical areas to any BOARD personnel who do not meet the CORPORATION'S standards for safety, health, or ethical behavior.

5. In addition, the CORPORATION will provide the following services to the students and faculty; reasonable use of parking areas; those food services made available to members of the CORPORATION'S staff; and emergency medical care to adults and to those minors for whom their parents or legal guardians have previously filed with the BOARD their consent in writing that

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such emergency medical care may be performed for such minors. Evidence of students' personal health insurance coverage shall be made available to the CORPORATION on request.

6. Students will be assigned to the NURSING education program by the BOARD. The BOARD agrees that all students assigned will meet both the BOARD'S and the CORPORATION'S standard of health and academic ability. It is further agreed that the number of students placed each academic year shall be by mutual agreement of the BOARD and the CORPORATION. Students will have the status of learners and will not replace members of the CORPORATION'S staff. Students will not give service to patients in the CORPORATION apart from that rendered for its educational value as a part of the planned NURSING education program. Students are to remain subject to the authority, policies and regulations of the BOARD, and during periods of clinical assignment, students will be required to observe the regulations imposed by the CORPORATION on its employees in connection with patient's welfare. The CORPORATION may resolve any problem situation in favor of the patient's welfare and restrict the student involved to the role of an observer until the incident can be clarified by the CORPORATION'S staff, and the faculty member.

7. The CORPORATION will designate a member of its staff to serve as Education Coordinator. The Education Coordinator will represent the CORPORATION in connection with use by the BOARD of the facilities of the CORPORATION in carrying out the Clinical Instruction Plan. Members of the CORPORATION'S staff, may participate, but will be at the discretion of the individual members of the CORPORATION'S staff, and will not be permitted by the CORPORATION if participation interferes with the duties assigned to the members of the CORPORATION'S staff. The CORPORATION will schedule conferences among its staff

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members and BOARD for the purposes of interpreting, discussing and evaluating the NURSING educational program.

8. The terms of this Agreement shall be from August 1, 1998, to June 30, 1999. This agreement will automatically be renewed on August 1, of each year for a period of 10 months unless one party sends written notice by registered mail to the other party prior to April 1, of the year the contract is to be amended or terminated.

9. The terms and conditions of this Agreement may be amended, from time to time, but no amendments shall be binding upon the BOARD or the CORPORATION unless they are authorized by mutual written consent of the BOARD and the CORPORATION.

10. The BOARD shall procure and maintain through the term of this Agreement and any extensions thereof \$1,000,000/\$3,000,000 comprehensive malpractice insurance for each student enrolled in the NURSING program. Evidence of this malpractice insurance plan shall be made available to the CORPORATION upon request.

11. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors and assigns.

12. All notices required hereby are to be sent by prepaid registered mail with a return receipt requested, and are effective upon receipt. Notices to the BOARD are to be addressed to:

The Chancellor  
City Colleges of Chicago  
226 West Jackson Boulevard  
Chicago, IL 60606



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Additional notification should be sent by regular mail to:

Zerrie D. Campbell, President  
Malcolm X College  
1900 West Van Buren Street  
Chicago, IL 60612

and

Beverly Liddell, RN, MS, Chairperson  
Nursing Department  
Malcolm X College  
1900 West Van Buren Street  
Chicago, IL 60612

CORPORATION's contact person's name and mailing address:

Ronald Campbell, R.N.  
President Patient Services  
Saint Bernard Hospital and Health Care Center  
64<sup>th</sup> Street and Dan Ryan Expressway  
Chicago, IL 60621

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

Approved as to  
Legal Form:

APPROVED AS TO LEGAL FORM

BY

*Keith Macdonald*  
GENERAL COUNSEL

Attest:

*KW*

*[Signature]*

AUG 6 - 1998

Chairman

*Patricia A. Burk*

Secretary

By: *Sister E. Van ...*  
President, Chief Executive Officer

Attest: \_\_\_\_\_

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

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ADDENDUM TO AGREEMENT BETWEEN  
BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508  
COUNTY OF COOK AND STATE OF ILLINOIS  
AND  
Saint Bernard Hospital and Health Care Center

The following is attached to an incorporated into the above named agreement:

- (1) It is mutually agreed and understood that during the term of the Agreement the BOARD will indemnify and hold the CORPORATION harmless from all claims, actions and judgments, including attorney's fees, costs, interest and related expenses for personal injury, public liability and property damage and loss caused by, related to or arising out of the use and occupancy of the CORPORATION premises and facilities by the BOARD, by the BOARD'S faculty and by the students of the BOARD committed or occurring during the term of this Agreement, provided that the CORPORATION 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 CORPORATION 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 CORPORATION. In the event a demand for representation is made, the BOARD reserves the right to assign legal representation. CORPORATION agrees to cooperate fully with the BOARD in providing any documents, witnesses and/or any other information relevant to the BOARD'S assumption of defense and in defense of any claims, demands, suits, actions or proceedings brought against CORPORATION under this Agreement.

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

Approved as to  
Legal Form:

*John Morcough*  
General Counsel *x*

By: *[Signature]*  
Chairman

AUG 6 - 1998

Attest: *Patricia A. Burke*  
Secretary

CORPORATION *S. Bernard Hosp.*  
By: *[Signature]*  
(President, Chief Executive Officer)

Attest: \_\_\_\_\_