

20804

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 FACILITIES AGREEMENT
OCCUPATIONAL THERAPY ASSISTING PROGRAM
WRIGHT COLLEGE

THE CHANCELLOR

REPORTS

that there is a need for facilities in which students enrolled in the Associate in Applied Science Degree Program in Occupational Therapy Assisting at Wright College can receive clinical experience; and

that an Agreement has been negotiated to provide such clinical facilities at:

- Advocate Health and Hospitals Corporation, d/b/a
Lutheran General Hospital - Advocate
1175 West Dempster, St., Park Ridge, IL
(Effective August 7, 1998 and renewable each year)

RECOMMENDS

that the Board of Trustees approves the Agreement negotiated with the above named facility for the period indicated, stating the terms and conditions whereby the hospital will make facilities available for conducting the Program in Occupational Therapy Assisting at Wright College; and authorizes the Chairman and the Assistant Secretary to execute said Agreement on behalf of the Board.

Respectfully submitted,

Wayne D. Watson
Chancellor

August 6, 1998

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AGREEMENT BETWEEN
ADVOCATE HEALTH AND HOSPITALS CORPORATION, d/b/a
LUTHERAN GENERAL HOSPITAL - ADVOCATE
AND
BOARD OF TRUSTEES OF COMMUNITY COLLEGE
DISTRICT 508
COUNTY OF COOK AND STATE OF ILLINOIS AT WRIGHT COLLEGE

THIS AGREEMENT, entered into as of this 7th day of August, 1998 by and between the Board of Trustees of Community College District 508, Cook County and the State of Illinois at Wright College, (the "College") and LUTHERAN GENERAL HOSPITAL, an Illinois Not-for-Profit Corporation, (the "Hospital").

WHEREAS, the College has established an academic program in Occupational Therapy Assistant (the "Program")

WHEREAS, the Program requires participation in a clinical practicum for Occupational Therapy Assistant Students, (the "Practicum");

WHEREAS, the Hospital has clinical facilities suitable for providing the Program Students with the Practicum; and

WHEREAS, the College and the Hospital mutually desire to provide the Program students with this Practicum.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements set forth herein, the parties hereby agree as follows:

I. TERM

1.1 This Agreement shall be effective from the date that it is entered into and shall remain in full force and effect for an initial term of one (1) year. Thereafter, this Agreement shall automatically be extended for successive one (1) year terms unless terminated as hereinafter set forth. All terms and provisions of this Agreement shall continue in full force and effect during the extension period(s).

II. TERMINATION

2.1 Either party may terminate this Agreement, with or without cause, upon giving ninety (90) days prior written notice. This Agreement may be terminated at any time by the mutual agreement of the parties.

III. OBLIGATIONS OF THE PARTIES

3.1 The College agrees:

(a) To offer the Program, which shall lead to an Associate Degree or Certification in Occupational Therapy Assistant, and which shall be properly accredited.

(b) To maintain and provide proof to the Hospital of a professional liability insurance policy of at least One Million Dollars (\$1,000,000.00) per occurrence or claim made and Three Million Dollars (\$3,000,000.00) in the aggregate, for the acts of any student, employee or agent of the College while participating in the Program at the Hospital.

(c) To encourage the Radiologic Technology faculty of the College to become familiar with Hospital policies, methods of operation and facilities.

(d) To accord the Hospital the right to take immediate corrective measures, including suspension and/or dismissal from the Practicum, when, in the Hospital's opinion, patient or public welfare may be adversely affected by the actions of a Program Student assigned to the Practicum, (the "Practicum Student"). The Hospital shall have the right to take immediate corrective measures without prior consultation with the College, and shall promptly notify the College thereafter. In situations where a Practicum Student is not performing satisfactorily in the opinion of the Hospital, and patient or public welfare is not affected, both the Hospital and College will determine a mutually agreeable course of action.

(e) To appoint a coordinator of the Program from the College, (the "College Coordinator"), to act as liaison with the Hospital on matters pertaining to the Practicum and Practicum Student affairs. The College Coordinator or a designated representative shall visit the Hospital at least once each year.

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(f) To consider a coordinator appointed from the Hospital staff, (the "Hospital Coordinator"), as a candidate for adjunct faculty appointment. Appointments shall be made through regular channels and under College policies.

(g) To recommend this Practicum to students at the College with the realization that the Hospital will also accept students from other affiliations.

(h) To advise Practicum Students that they are required to comply with all Hospital policies and procedures applicable to the Practicum, and are responsible for maintaining the confidentiality of all patient and Hospital records.

(i) To inform Practicum Students of the admission criteria, educational objectives, and internship placement opportunities of the Practicum.

(j) To inform each Practicum Student that he or she will be responsible for making and keeping his or her schedule with the Hospital, for notifying the Hospital Coordinator in writing of any absence or necessary schedule changes and for completing records and assignments as required by the Hospital Coordinator or faculty members.

3.2 The Hospital agrees:

(a) To designate a coordinator from the Hospital staff (the "Hospital Coordinator"), to act as a liaison between the College and the Hospital. In no event shall this appointment be construed as making the Hospital Coordinator an employee of the College, or as placing the Hospital Coordinator under the supervision or control of the College. The Hospital Coordinator shall be employed by and be directly responsible to the Hospital.

(b) To make available to Practicum Students reasonable access to Hospital personnel and use of Hospital facilities for educational purposes, which shall include classrooms, equipment, supplies and the Hospital library. Access to the Hospital library, including borrowing privileges, shall be determined by the library. The Hospital will also provide the same facilities and services to Practicum Students and Faculty as are made available to

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Hospital personnel, which shall include parking areas, locker and dressing rooms, and food services.

(c) To advise the College of any changes in Hospital personnel, methods of operation or policies which may affect the Practicum.

(d) To determine and notify the College of the number of Program students which the Hospital can accommodate in the Practicum. The Hospital will provide Program students opportunities for admission to the Practicum equal to those provided to students from other affiliated colleges and universities, provided admission requirements are met and openings are available. It is understood that this number will vary from time to time, and that there will be no minimum or maximum number of Practicum Students.

(e) To provide, for educational purposes, what the Hospital considers to be reasonable access to medical record information, nursing station references, procedure guides, departmental policy manuals, medical dictionaries, pharmacology references, and other references.

(f) To document the progress of each Practicum Student and to notify the College of the progress of each Practicum Student at the approximate midpoint in the Practicum or at such times as required by the College. Any serious problems relating to the progress or conduct of a Practicum Student shall be promptly called to the attention of the College.

(g) To provide the College with a written evaluation of the performance of each Practicum Student upon the completion of the Practicum and at such times as required by the College.

(h) To grant the College Coordinator or an authorized representative of the College permission to visit the Hospital and observe the activities of Practicum Students.

(i) To ensure that all records relating to a Practicum Student's performance during the period of this Agreement shall be made available only in the manner and to those persons provided by the Family Educational and Privacy Rights Act of 1974, 20 USC 1232(g).

IV. GENERAL COVENANTS AND CONDITIONS

4.1 The College and the Hospital mutually agree:

(a) To review this Agreement annually as an opportunity to exchange progress reports and to give and receive suggestions for making the Agreement more effective.

(b) That the instructional staff of the College and the Hospital will confer at the time of each placement request to establish educational objectives, clinical instruction plan, and evaluation plan for the Practicum Students. Other meetings or conferences may be called by either party as deemed necessary for proper coordination or improvement of the Practicum.

(c) Neither party shall discriminate among Practicum Students on the basis of race, color, sex, creed, age, national origin, or status as a Vietnam era Veteran, disabled Veteran or as a qualified handicapped person.

(d) That Practicum Students shall work directly with the Hospital's Registered Occupational Therapist and other Hospital Staff in the observation and performance of procedures in accordance with the previously determined educational objectives. Practicum Students shall not replace the Hospital's staff, and shall not give service to patients apart from its educational value. This shall not preclude the Hospital from employing Practicum Students on a part-time basis, but any such employment shall be a separate agreement between the Hospital and the Practicum Students and shall not be considered part of any program involving the College.

(e) To inform Practicum Students that the Hospital will, upon request, provide health care to Practicum Students, the costs of which shall be the sole responsibility of the Practicum Students.

(f) That they shall not, except with the prior written consent of the other party, use, reproduce, disclose or provide to third parties any confidential documents or information obtained from or relating to the other party, including but not limited to the following:

- (i) All documents and other materials, including memoranda, manuals, handbooks, and audio visual recordings:
- (ii) All methods, techniques and procedures utilized by the other party; and
- (iii) All trademarks, tradenames and service marks.

Upon termination of this Agreement by either party for any reason, the parties shall immediately return any and all of the above items, without retaining copies thereof, and shall remain obligated not to use, reproduce, disclose or provide items of information to third parties.

(g) To provide ongoing, open communication with each other to ensure understanding of the expectations and roles of the parties in providing education for Practicum Students.

4.2 Entire Agreement; Amendments. The provisions of this Agreement constitute the entire Agreement between the parties and may only be amended by the mutual written agreement of the parties hereto.

4.3 Indemnification. The parties agree to indemnify and hold each other harmless from any liability claim, demand, judgment and costs (including reasonable attorney's fees) arising out of or in connection with the [REDACTED] negligent acts of their respective students, employees, and/or agents. KWW

4.4 Notices. All notices required to be served by provisions of this Agreement may be served on any of the parties hereto personally or may be served by sending a letter duly addressed by certified or registered mail with postage prepaid. Notices to be served on the College shall be served at or mailed to: Chancellor of the City Colleges, 226 W. Jackson ~~Avenue~~ ^{Boulevard}, Chicago, Illinois with a copy to the President at the same address unless otherwise instructed. Notice to be served on the Hospital shall be served at or mailed to: 1775 West Dempster Street, Park Ridge, IL 60068, Attention: Executive Officer Kenneth Rojek, with a

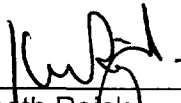
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copy to General Counsel, 1775 West Dempster Street, Park Ridge, IL 60068, unless otherwise instructed.


4.5 Applicable Law. This Agreement shall be governed by and construed under the laws of the State of Illinois and all applicable Federal laws and regulations.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

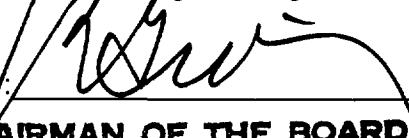
LUTHERAN GENERAL HOSPITAL
An Illinois Not-for-Profit Corporation

By: 
Kenneth Rolek
Executive Officer

ATTEST: (Seal)

By: 
ASST. Secretary

Board of Trustees of Community College
District 508, County of Cook and State
of Illinois

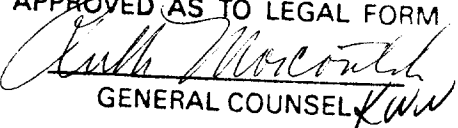
By: 
CHAIRMAN OF THE BOARD

ATTEST: (Seal)

By: 
Secretary

AUG 6 - 1998

lgh/contract/wwc_ot

APPROVED AS TO LEGAL FORM

GENERAL COUNSEL