

20805

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

CLINICAL FACILITIES AGREEMENT
DIAGNOSTIC MEDICAL IMAGING PROGRAMS
WRIGHT COLLEGE

**COUNTY OF COOK
AND STATE OF ILLINOIS**

THE CHANCELLOR

REPORTS

that there is a need for Agreements for use of facilities in which students enrolled in the Diagnostic Medical Imaging Programs at Wright College, can receive clinical experience; and that Agreements have been negotiated for use of facilities from September 1, 1998 to August 31, 2000 with automatic renewals and with provisions for review at:

- > Apollo MRI Inc. 3633 W. Lake St., Glenview, IL
- > Veteran Affairs Medical Center Administration, Hines, IL
- > St. Francis Hospital, 355 N. Ridge, Evanston, IL

RECOMMENDS

that the Board of Trustees approves the Agreements stating the terms and conditions whereby the above facilities will be available for conducting a Diagnostic Medical Imaging Program for the periods indicated; and authorizes the Chairman and the Assistant Secretary to execute said Agreements on behalf of the Board.

Respectfully submitted,

Wayne D. Watson
Chancellor

August 6, 1998

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AGREEMENT

This Agreement entered into this first day of September, 1998 by and between the Board of Trustees of Community College District 508, County of Cook and State of Illinois, at Wright College (hereinafter, the "COLLEGE") and Apollo MRI, Inc., Rudolph R. Luna President (hereinafter the "CLINICAL SITE").

The purpose of this Agreement is to afford COLLEGE students opportunity to obtain experience in Diagnostic Medical Imaging Education. The COLLEGE has Associate in Applied Science level programs in Radiography and an advanced certificate level program in Magnetic Resonance Imaging (MRI) collectively referred to as Diagnostic Medical Imaging. The CLINICAL SITE has facilities that it is willing to make available to the students enrolled in the COLLEGE's Diagnostic Medical Imaging courses.

The parties to this Agreement wish to clarify the duties and responsibilities between them.

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

A. The COLLEGE's Responsibilities shall include:

1. Accreditation and Program The COLLEGE shall assume full responsibility for offering Diagnostic Medical Imaging Education programs that meet all pertinent accreditation, certification, or licensing requirements. The COLLEGE shall determine curriculum and sequence of instruction, and the COLLEGE shall award students who successfully complete the Program the Associate in Applied Science degree or Advanced Certificate as appropriate.
2. Development of Plans The COLLEGE will develop Diagnostic Medical Imaging Instruction Plans (hereinafter the Plans). The Plans will describe the student's preparation in theoretical knowledge and will also describe the way in which students' use of the CLINICAL SITE's facilities promotes the educational objectives of the Diagnostic Medical Imaging program. The Plans will contain descriptions of the COLLEGE's proposed use of the CLINICAL SITE's clinical areas.
3. Absences The COLLEGE will supply the CLINICAL SITE with COLLEGE policy in regard to student absences during the clinical assignment.
4. Student Competence The COLLEGE shall bear the responsibility of assigning to the CLINICAL SITE only students who meet the COLLEGE's and CLINICAL SITE's health standards and who have the academic ability, intelligence, and motivation to profit from and complete this clinical assignment. The COLLEGE will select students who are physically and intellectually capable and competent. In preparation for the students' clinical assignment, the COLLEGE will provide adequate trainee preparation in theoretical background, basic skills, and proper professional ethics in order to enable students to function ably in the patient care environment. Students assigned to the CLINICAL SITE will have completed at least one semester or term of their basic course curriculum.
5. Faculty Involvement A designated COLLEGE faculty member will make visits to the CLINICAL SITE, when appropriate, to coordinate the students' progress. The faculty member shall give the CLINICAL SITE ample advance notice of intent to visit. The CLINICAL SITE will designate a member of its staff to serve as Clinical Instructor. The Clinical Instructor will represent the CLINICAL SITE in carrying out the COLLEGE's Plans and will arrange for participation by members of the CLINICAL SITE staff in the education of students.

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6. Insurance The COLLEGE shall procure and maintain throughout the term of this Agreement and any extensions thereof, \$1,000,000/3,000,000 comprehensive malpractice insurance for each student enrolled and each instructor. Evidence of this malpractice insurance plan shall be made available to the CLINICAL SITE on request.
7. Students' Status The number of students will be mutually agreed upon by the COLLEGE and the CLINICAL SITE. The COLLEGE shall be responsible for each student and instructor's good physical health and provide satisfactory evidence to the CLINICAL SITE that the instructors and students are free from infection and communicable diseases. The COLLEGE agrees that all students will meet both the COLLEGE's and CLINICAL SITE's standards of health. Diagnostic Medical Imaging students will have the status of learners and will not replace members of the CLINICAL SITE staff and receive no compensation for services rendered during the course of the program. Students' service to patients will be rendered for its educational value according to the Plans. Nevertheless, students will be subject to the CLINICAL SITE's rules, policies, and procedures. Moreover, students will remain subject to the authority, policies, and regulations of the COLLEGE. Students are not, and shall not be, considered employees of the CLINICAL SITE. The CLINICAL SITE shall not be responsible for the payment of any benefits that a student may be entitled to under the Illinois Workmen's Compensation Act. The COLLEGE will charge the students normal fees and tuition. Students' admission to and discharge from the COLLEGE is entirely the COLLEGE's responsibility.
8. Placement The COLLEGE shall retain full responsibility, if any, for coordinating vocational placement of its students. The CLINICAL SITE assumes no responsibility in this regard, except that cooperation which individual CLINICAL SITE staff members volunteer on their own.

B. The CLINICAL SITE agrees to accept the following responsibilities:

1. Standards The CLINICAL SITE will maintain the standards required for approval as a clinical area for instruction in the PROGRAM.
2. Cooperation Generally, the CLINICAL SITE will make available to the COLLEGE students use of clinical and patient-care areas that are relevant to the students' education. To the extent feasible, the CLINICAL SITE will make available space for discussions and instruction. Diagnostic Medical Imaging, as the name indicates, involves various items of equipment and scientific apparatus. The CLINICAL SITE will instruct students in the use of relevant equipment and apparatus.
3. Other Facilities Although COLLEGE students shall not be deemed employees of the CLINICAL SITE, the CLINICAL SITE will allow students to use facilities commonly used by employees, such as the cafeteria and parking lot, lockers and dressing areas on the same basis as the CLINICAL SITE's own employees and students.
4. Emergency Medical Care The CLINICAL SITE will treat COLLEGE students who need emergency medical treatment on the same basis that it would treat anyone in need of emergency care. The CLINICAL SITE will look to the students or their insurers for payment. Students must understand that emergency room patients are seen according to medical need and they will be triaged in the emergency room as are other patients.
5. Student Absences The CLINICAL SITE shall keep attendance and shall report attendance to the COLLEGE as it requests.
6. Dismissal The COLLEGE recognizes that the CLINICAL SITE retains the ultimate responsibility for the quality of patient care and the COLLEGE agrees that its instructors and students shall conduct themselves in conformity with the By-Laws, Rules and Regulations of the CLINICAL SITE at all times that they are on the premises of the

CLINICAL SITE. The CLINICAL SITE 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 CLINICAL SITE and COLLEGE. Students who do not meet the CLINICAL SITE's standards of safety, health, ethics, or competence shall be terminated by the CLINICAL SITE from participation in the clinical assignment. Any further action shall be the COLLEGE's sole responsibility

7. Supervision The CLINICAL SITE shall provide in-service planning, and orientation time to the clinical personnel who instruct and/or supervise the students. Students shall be directly responsible to the designated clinical supervisor(s) during each assignment. Clinical supervisors may delegate specific responsibilities for some of the clinical teaching to other qualified members of the staff.
8. Patient Care This Agreement, and the teaching program it embodies, must not interfere with the CLINICAL SITE's primary mission, which is the care and treatment of patients. This mission shall remain the responsibility of the CLINICAL SITE. Students are not to render patient care except as identified for educational value as part of the Diagnostic Medical Imaging Education program. Students will not render primary care.

C. The parties agree to share the following joint responsibilities:

1. Indemnification It is mutually agreed and understood that during the term of the Agreement the COLLEGE will indemnify and hold the CLINICAL SITE 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 or arising out of the use and occupancy of the CLINICAL SITE premises and facilities by the COLLEGE, by the COLLEGE's faculty and by the students of the COLLEGE, including the rendering of or failure to render professional care, committed or occurring during the term of the program, provided that the CLINICAL SITE gives the COLLEGE notice of any occurrence arising under this Agreement within thirty (30) days from the date of the occurrence. Under no circumstances shall the COLLEGE indemnify criminal or intentional conduct. In the event a demand for representation is made, the COLLEGE reserves the right to assign legal representation. The CLINICAL SITE agrees to cooperate fully with the COLLEGE in providing any documents, witnesses or any other information relevant to the COLLEGE's assumption of defense and in defense of any claims, demands, suits, actions or proceedings brought against the CLINICAL SITE under this Agreement.
2. Instruction Plans The parties may modify by mutual agreement the Diagnostic Medical Imaging Instruction Plans developed by the COLLEGE in order that the Plans continue to meet the goals of the educational curriculum, and the needs of the CLINICAL SITE, and the standards of any accrediting or licensing agencies.
3. Clinical Instructor's Appointment The appointment of the Clinical Instructor shall be mutually agreed upon by the parties.
4. Conferences The parties may mutually agree to schedule conferences between and among staff members, at either party's request, to discuss and evaluate the program.
5. No Discrimination Neither party shall discriminate unlawfully against any individual because of race, color, religion, sex, or national origin.

D. Other terms agreed upon by the parties:

1. Amendments The terms and conditions of this Agreement may be changed or amended and additions may be made if and only if the parties agree thereto by an exchange of letters bearing the signatures of the parties' authorized representatives.

- 2. Termination The Agreement may be terminated by either party. Method of termination shall be written notice sent by registered or certified mail not less than 90 days prior to the date chosen for first arrival of COLLEGE students at the CLINICAL SITE. Notices to the COLLEGE should be mailed to the Chancellor of the City Colleges of Chicago, 226 W. Jackson Street, Chicago, Illinois 60601, and to the President of Wilbur Wright College, 4300 North Narragansett Ave., Chicago, Illinois 60634. Notices to the CLINICAL SITE should be sent to Apollo MRI, Inc., Rudolph R. Luna, President, 3633 W. Lake Street, Suite LL7, Glenview, IL 60025.
- 3. Nothing herein shall cause termination of the Agreement prior to the anniversary date if such termination would result in premature interruption of the Program to the educational detriment of any student already participating in this cooperative Agreement, provided that the student has met all of his/her obligations vis-a-vis the COLLEGE and the CLINICAL SITE.
- 4. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assignees.

IN WITNESS WHEREOF, the parties have executed this Agreement in four counterparts, each of which shall be deemed an original, as of the effective date of the Agreement, which is September 1, 1998. This agreement will remain in full force and effect from September 1, 1998 until August 31, 2000. This Agreement will automatically be renewed on September 1 of each year for a period of twelve (12) months unless one party sends written notice by registered mail, to the other prior to June 1 of the year the Agreement is to be amended or terminated.

[Redacted Name]:

For the COLLEGE:

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

[Handwritten Signature]

CHAIRMAN OF THE BOARD

AUG 8 1998

Approved as to legal form

[Handwritten Signature]

General Counsel *RWB*

Attest:

[Handwritten Signature]

For the CLINICAL SITE

[Handwritten Signature]

By *[Handwritten Signature]*

Title

Attest

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Approved as to Legal Form:

For the COLLEGE:

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

[Handwritten Signature]

CHAIRMAN OF THE BOARD

AUG 6 - 1998

Approved as to legal form

Attest:

[Handwritten Signature]

General Counsel

[Handwritten Signature]

For the CLINICAL SITE



[Handwritten Signature]

By
Vice President, Professional Services and Ambulatory
Title Care

[Handwritten Signature]

Attest