

20738

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

JUL 2 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 FACILITIES AGREEMENT  
PHLEBOTOMY TECHNICIAN PROGRAM  
MALCOLM X COLLEGE

THE CHANCELLOR

REPORTS

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

that an Agreement has been negotiated to use facilities for this program at:

- > Union Medical Center, 1657 West Adams, Chicago  
Effective May 28, 1998 for a period of one year with annual self-renewals;

that malpractice insurance requirements are within the coverage carried by the City Colleges of Chicago.

RECOMMENDS

that the Board of Trustees approves said Agreement stating the terms and conditions, whereby Union Medical Center will make its facilities available for use in conducting clinical rotations for the Phlebotomy Technician Program at Malcolm X College, and authorizes the Chairman and Assistant Secretary to execute said Agreement on behalf of the Board.

Respectfully submitted,

Wayne D. Watson  
Chancellor

July 2, 1998

## AGREEMENT

THIS AGREEMENT entered into this 28 day of May, 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 Union Medical Center (hereinafter referred to as the  
"FACILITY"):

WHEREAS, the BOARD and the FACILITY acknowledge a public obligation to  
contribute to Health Science education for the benefit of students and for community  
needs; the Board has established programs in Phlebotomy Technician and Medical  
Assistant that requires the educational experience of the FACILITY in clinical practices.  
The FACILITY has facilities suitable for the mutual benefit of the Board, and the  
FACILITY 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 programs accredited by  
the external agencies according to the requirements of the National Accrediting Agencies.  
To implement this program, the BOARD will appoint and provide the necessary faculty  
members who shall be academically and clinically qualified. Through such faculty the  
Board will plan and coordinate all clinical instruction and evaluation of students.

2. The FACILITY will maintain the standards required for approval as a  
clinical instruction site in Health Science accredited programs.

3. The BOARD will develop a Clinical Instruction Plan designed to meet the  
educational goals of the program's curriculum. The Clinical Instruction Plan will describe  
the proposed use by the BOARD of the FACILITY's clinical areas and patient care and  
patient service facilities. The BOARD will submit the Clinical Instruction Plan to the

FACILITY's Education Coordinator not less than two weeks prior to the first day on which students are to be assigned to the FACILITY 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 FACILITY to ensure that the Clinical Instruction Plan continues to meet the goals of the program's curriculum and the patient care standards of the FACILITY.

4. In accordance with the Clinical Instruction Plan, the FACILITY 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; and sources of information for educational commonly available for patient care; and sources of information for education purpose; provided. The FACILITY may refuse educational access to its clinical areas to any BOARD personnel who do not meet the FACILITY's standards for safety, health, or ethical behavior.

5. In addition, the FACILITY will provide the following services to the students and faculty; reasonable use of parking areas; those food services made available to members of the FACILITY 's staff. 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 student's personal health insurance coverage shall be made available to the FACILITY on request.

6. The BOARD will assign students to the program. The BOARD agrees that all students assigned will meet both the BOARD's and the FACILITY'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 FACILITY. Students

will have the status of learners and will not replace members of the FACILITY's staff. Students will not give service to patients in the FACILITY apart from that rendered for its educational value as a part of the clinical instruction plan. 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 FACILITY on its employees in connection with patient welfare. The FACILITY 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 FACILITY staff, and the BOARD's faculty members.

7. The FACILITY will designate a member of its staff to serve as Education Coordinator. The Education Coordinator will represent the FACILITY in carrying out the Clinical Instruction Plan. Members of the FACILITY's staff may participate in education of students at the request of the BOARD's faculty member. Such participation will be discretionary with the individual members of the FACILITY's staff, and will not be permitted by the FACILITY's staff. The FACILITY will schedule conferences among its staff members of the FACILITY's staff. The FACILITY will schedule conferences among its staff members and BOARD's faculty members at regular intervals upon request of the BOARD for the purpose of interpreting, discussing and evaluation the clinical education component of the Programs.

8. The period of the Agreement shall be from May 28, 1998 to Jun 1, 1999. This Agreement may automatically be renewed on January 1 of each year for a period of twelve (12) months, unless one party sends written notice by registered mail, to the other party 30 days prior to termination.

9. The terms and conditions of this Agreement may be amended, or deleted, or new terms added, from time to time, but it is understood that no such changes, additions

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or deletions shall be binding upon the BOARD or the FACILITY unless they are authorized by mutual written consent of the BOARD and the FACILITY.

*Kuw  
See Attached  
addendum  
incw/ stated  
herein*

~~9. It is mutually agreed and understood that during the term of this Agreement the Board will indemnify and hold the FACILITY harmless from all claims. The actions and judgments, including attorney's fees, for personal injury, public liability, and property damage related to the use and occupancy of FACILITY'S premises and facilities by the BOARD, by the BOARD's faculty and by the students of the BOARD.~~

11. The BOAD shall procure and maintain through the terms of this Agreement and any extensions hereof \$1,000,000/ \$1,000,000 comprehensive malpractice insurance for each student enrolled in Phlebotomy Technician or Medical Assistant program. Evidence of this malpractice insurance plan shall be made available to the FACILITY on request.

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

13. 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:

Wayne D. Watson  
Chancellor  
City Colleges of Chicago  
226 West Jackson Boulevard  
Chicago, IL 60606-6997

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

Cleothera Huffman  
Program Director  
Phlebotomy Technician Program  
Malcolm X College  
1900 West Van Buren Street  
Chicago, IL 60612

ADDENDUM TO AGREEMENT BETWEEN  
BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508  
COUNTY OF COOK AND STATE OF ILLINOIS  
AND  
UNION MEDICAL CENTER

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

It is mutually agreed and understood that during the term of the Agreement the BOARD will indemnify and hold the FACILITY 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 FACILITY 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 FACILITY gives the BOARD notice of any occurrence arising under this Agreement within thirty (30) days from the date of the occurrence. Under no circumstances shall the BOARD indemnify criminal or intentional conduct, nor shall the BOARD indemnify FACILITY 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 FACILITY. In the event a demand for representation is made, the BOARD reserves the right to assign legal representation. FACILITY 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 FACILITY under this Agreement.

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

JUL 2 - 1998

Approved as to  
Legal Form:

By: [Signature]  
Chairman

Attest: Patricia A. Buck  
Assistant Secretary

[Signature]  
General Counsel

UNION MEDICAL CENTER

By: Robert Walter  
Pres.  
(President, Chief Executive Officer)

Attest: Joyce Butler