

20668

ADOPTED
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508

JUN 4 - 1998

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

COUNTY OF COOK
AND STATE OF ILLINOIS

CLINICAL FACILITIES AGREEMENT
PRACTICAL NURSING PROGRAM
HUMBOLDT PARK VOCATIONAL EDUCATION CENTER
WRIGHT COLLEGE

THE CHANCELLOR

REPORTS

that notification has been received regarding the merger of the following three hospitals:

- > Columbus Hospital, 2520 North Lakeview, Chicago
- > St. Joseph Hospital, 2900 North Lake Shore Drive, Chicago
- > St. Anthony Hospital, 2875 West 19th Street, Chicago

and that two of these hospitals have Agreements for the use of facilities for the Practical Nursing Program at Wright College's Humboldt Park Vocational Education Center; and

that a new Agreement has been negotiated under the merged title of Catholic Health Partners, 2913 North Commonwealth, Chicago, so that the clinical facilities may continue to be available beginning June 4, 1998 to April 2, 1999 and renewable each year.

RECOMMENDS

that the Board of Trustees approves the Agreement negotiated with Catholic Health Partners for the period indicated so that the hospitals will continue to make facilities available for use in conducting the Practical Nursing Program; and authorizes the Chairman and Secretary to execute said Agreement on behalf of the Board.

Respectfully submitted,

Wayne D. Watson
Chancellor

June 4, 1998

Agreement

This agreement entered into this 2 day of April , 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 *Catholic Health Partners of Chicago* hereafter referred to as the "CLINICAL SITE."

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

WHEREAS, the BOARD has established a Practical Nursing Program and Continuing education for Practical Nurses that requires the educational facilities of the CLINICAL SITE in clinical practice;

WHEREAS, the CLINICAL SITE has facilities suitable for the educational needs of the BOARD'S programs,

WHEREAS, it is the mutual benefit of both the BOARD and the CLINICAL SITE 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 a Practical Nursing Program and continuing education for Practical Nurses, hereafter referred to as the PROGRAMS, eligible for accreditation according to the requirements of the Illinois Community College Board, the Illinois Board of Higher Education and the Illinois Department of Professional Regulation. 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 all clinical instruction and the evaluation of students. Instructors provided by the BOARD are not, and shall not be considered for any purposes, employees or agents of the CLINICAL SITE at the time they are functioning as instructors.
2. The CLINICAL SITE 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. The Clinical Instruction Plan will describe the proposed use by the BOARD of the CLINICAL SITE'S clinical areas, patient care and patient service facilities. The BOARD will submit the Clinical Instruction Plan to the CLINICAL SITE not less than two (2) weeks prior to the first day on which students are to be assigned to the CLINICAL SITE for training. Details of the Clinical Instruction Plan may be modified from time to time thereafter by mutual agreement of the BOARD and the CLINICAL SITE to ensure that the Clinical Instruction Plan continues to meet the goals of the Programs and the patient care standards of the CLINICAL SITE.
4. In accordance with the Clinical Instruction Plan, the CLINICAL SITE will make available and permit the use by the BOARD of the following: patient care and patient service facilities;

clinical areas, rooms or areas 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 CLINICAL SITE may refuse educational access to its clinical areas to any instructor or student participating in the PROGRAMS who do not meet the CLINICAL SITE'S standards for safety, health or ethical behavior. The BOARD recognizes that the CLINICAL SITE retains the ultimate 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 and Regulations of the CLINICAL SITE at all times that they are on the premises of the CLINICAL SITE.

5. In addition, the CLINICAL SITE will make available the following services to students and instructors who are utilizing the CLINICAL SITE'S clinical facilities: reasonable use of parking areas on the same basis as the CLINICAL SITE'S own employees and students; lockers and dressing areas; those food services made available to members of the CLINICAL SITE'S staff and on the same cash basis.
6. The BOARD guarantees the CLINICAL SITE 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 SITE prior to the commencement of the PROGRAMS.
7. Students will be assigned the PROGRAMS by the BOARD. The number of students will be mutually agreed upon by the BOARD and the CLINICAL SITE. The BOARD 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 BOARD agrees that all students will meet both the BOARD'S and the CLINICAL SITE'S standards of health and academic ability. Students will have the status of learners, will not replace members of the CLINICAL SITE'S staff and receive no compensation for services rendered during the course of the PROGRAMS. Students will not give service to patients in the CLINICAL SITE 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 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. During periods of clinical assignment, students will be required to observe the regulations imposed by the CLINICAL SITE on its employees in connection with patient welfare. 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 staff and the instructor.
8. It is mutually agreed and understood that during the term of the Agreement the BOARD will indemnify and hold the CLINICAL SITE harmless from all claims, actions, and judgements, including attorney's fees, costs, interest and related expenses for personal injury, public liability, and property damage and loss of any kind in any way caused by, related to, or arising out of the use and occupancy of the CLINICAL SITE 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 CLINICAL SITE gives the BOARD notice of any occurrence arising under this Agreement within (30) days from the date of the occurrence. In

Criminal (end)

no event shall the BOARD indemnify ~~for~~ intentional conduct nor shall the BOARD indemnify CLINICAL SITE for any claims, actions and judgements 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 CLINICAL SITE. In the event a demand for representation is made, the BOARD reserves the right to assign legal representation .CLINICAL SITE agrees to cooperate fully with the BOARD'S assumption of defense and in defense of any claim demands, suits, actions, or proceedings brought against CLINICAL SITE under this agreement.

9. The term of this Agreement shall be from April 2, 1998, to April 2, 1999. This Agreement will be renewed automatically each successive year on March 5, for a period of twelve months unless one party sends written notice by registered mail to the other prior to February 1 of each year.
10. The terms and conditions of the Agreement may be amended, or deleted, or new terms added from time to time, but it is understood that no such changes, additions, or deletions shall be binding upon the BOARD or the CLINICAL SITE unless they are authorized by written consent of the BOARD and the CLINICAL SITE.
11. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assignees.
12. 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 Feavour, President
Wilbur Wright College
4300 N. Narragansett Avenue
Chicago, Illinois 60634

Notices to the CLINICAL SITE are to be addressed to:

Sister Theresa Peck, CEO
Catholic Health Partners
2913 North Commonwealth
Chicago, Illinois 60614

20668

Approved as to Legal Form:

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

JUN 4 - 1998

By: James A. Dyson BOARD ~~CHAIRMAN~~ **VICE CHAIRMAN**

General Counsel

KWD

Attest: Patricia A. Buck BOARD Secretary

By: Sister Theresa Perin CLINICAL SITE

Attest: _____ Secretary CLINICAL SITE

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**ADDENDUM TO CONTRACT
BETWEEN
CATHOLIC HEALTH PARTNERS
AND
WILBUR WRIGHT COLLEGE/HPVEC**

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

1. Evidence of proof of Rubeola immunity must be submitted by the students to the Hospitals prior to commencement of the Program, if born after 12/31/56. This proof includes either proof of blood titer or 2 documented proofs of live vaccine since 1980.
2. Students must provide proof of PPD skin testing within the past year. If a skin test is positive, proof of negative chest x-ray within the year is required.
3. Pursuant to the Hospital's long standing commitments to health, safety, and the efficient delivery of quality medical services and the legal and responsible use of drugs, the University is responsible for advising all students that they are to remain alcohol/drug free while participating in this training program at the Clinical Site.
4. The University is responsible for advising assigned students and School Faculty member they will be required to observe the mission, philosophy, regulations, ethical directives and values as stated in Hospital orientation and patient's rights imposed by the Hospital, at all times during clinical instruction at the Hospital.

This addendum shall be governed by the State of Illinois. Amendments to this addendum may be made only upon writing and mutually agreed to by both parties.

APPROVED AND ACCEPTED:

CATHOLIC HEALTH PARTNERS

Sister Theresa Rose

President/Chief Executive Officer

Date

Board of Trustees of Community College
District No. 508, County of Cook and
State of Illinois

WILBUR WRIGHT COLLEGE/HPVEC

James A. Dyer

VICE CHAIRMAN

JUN 4 - 1998

Patricia A. Burk

ASSISTANT BOARD SECRETARY

APPROVED AS TO LEGAL FORM
Kathleen Morovich

Date GENERAL COUNSEL *KWW*