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ADOPTED
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508

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County of Cook and State of Illinois

MAY 8 - 1998

**COUNTY OF COOK
AND STATE OF ILLINOIS**

**CLINICAL FACILITIES AGREEMENT
HEALTH SCIENCES PROGRAM
MALCOLM X COLLEGE**

THE CHANCELLOR

REPORTS

that there is a need for hospital facilities in which students enrolled in the Surgical Technology Program at Malcolm X College can receive clinical experience; and that an Agreement has been negotiated to provide such clinical facilities at the following hospital:

Trinity Hospital of Advocate Health and Hospitals Corporation,
2320 East 93rd Street, Chicago
(effective April 1, 1998 to April 1, 2000)

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 its facilities available for use in conducting the Surgical Technology Program, and authorizes the Chairman and Assistant Secretary to execute said Agreement on behalf of the Board.

Respectfully submitted,

Wayne D. Watson
Chancellor

May 8, 1998

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AGREEMENT

THIS AGREEMENT entered into this 1st 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 ("SCHOOL") and TRINITY HOSPITAL OF ADVOCATE HEALTH AND HOSPITALS CORPORATION, an Illinois not-for-profit corporation ("HOSPITAL").

WHEREAS, SCHOOL desires to utilize HOSPITAL for the purpose of providing practical learning and clinical experiences in Surgical Technology in connection with students of the SCHOOL.

NOW, THEREFORE, it is understood and agreed upon by the parties hereto as follows:

A. SCHOOL RESPONSIBILITIES:

1. SCHOOL shall have the total responsibility for planning and determining the adequacy of the educational experience of students in theoretical background, basic skill, professional ethics, attitude and behavior, and will assign to the HOSPITAL only those students who have satisfactorily completed the prerequisite didactic portion of the SCHOOL'S curriculum.
2. SCHOOL shall provide HOSPITAL with proof of health insurance coverage for its students who will be on HOSPITAL premises.
3. Each student and school faculty shall be covered by professional liability insurance with such company and in such form as is acceptable to HOSPITAL. Each student and school faculty shall be covered by professional liability insurance with a commercial insurance carrier or a self-insurance plan, with minimum limits of \$1,000,000/\$3,000,000 if it is a group policy or \$1,000,000/\$1,000,000 if they are individual insurance contracts. Prior to any student commencing his or her training at

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HOSPITAL, SCHOOL shall deliver to HOSPITAL a Certificate of Insurance, providing that such insurance may not be canceled without sixty (60) days prior written notice to HOSPITAL in the event of cancellation, nonrenewal, or material change. If such insurance coverage for professional liability is on a claims-made basis, or if a claims made policy is canceled, either SCHOOL or student faculty agrees to purchase the Unlimited Reporting Endorsement with limits of \$1,000,000/\$3,000,000 or \$1,000,000/\$1,000,000 based on the above criteria. In the event a Certificate of Insurance is not provided in accordance with this Agreement, if claims made is canceled, or if a self-insurance program is depleted of funds, then the SCHOOL shall indemnify and hold harmless the HOSPITAL for any claims, suits or damages resulting from the acts or omissions of its students while engaging in the clinical learning experiences.

Each student and school faculty shall be covered by general liability insurance with such company and in such form as is acceptable to HOSPITAL. Each student and school faculty shall be covered by general liability insurance with a commercial insurance carrier or a self insurance plan, with minimum limits of \$1,000,000/\$2,000,000. In the event a Certificate of Insurance providing evidence of general liability insurance is not provided, if the general liability coverage is canceled, or if a self-insurance program is depleted of funds, then the SCHOOL shall indemnify and hold harmless the HOSPITAL for any claims, suits or damages resulting from any injuries or damages sustained by students and faculty while engaging in the clinical Affiliation Agreement.

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It is mutually agreed and understood that during the term of the Agreement the SCHOOL will indemnify and hold the HOSPITAL 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 HOSPITAL premises and facilities by the SCHOOL, by the SCHOOL'S faculty and by the students of the SCHOOL, including but not limited to the rendering of or failure to render professional care, committed or occurring during the term of the programs, provided that the HOSPITAL gives the SCHOOL notice of any occurrence arising under this Agreement within thirty (30) days from the date the HOSPITAL is made aware of the occurrence. In the event a demand for representation is made, the SCHOOL reserves the right to assign legal representation. HOSPITAL agrees to cooperate fully with SCHOOL in providing any documents, witnesses or any other information relevant to the SCHOOL'S assumption of defense and in defense of any claims, demands, suits, actions or proceedings brought against HOSPITAL under this Agreement.

Nothing herein shall be deemed to create an employee-employer relationship between the students and the HOSPITAL or faculty and the HOSPITAL, and such students and faculty are not to be considered as employees of the HOSPITAL for the benefits that accrue to or are provided by the HOSPITAL to its employees, including Workers' Compensation. For purposes of Workers' Compensation, faculty shall therefore be considered to be

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employees of the SCHOOL. In the event that Workers' Compensation coverage is not provided in accordance with this Agreement, if the Workers' Compensation coverage is canceled, or if a self-insurance program is depleted of funds, then the SCHOOL shall indemnify and hold harmless the HOSPITAL for any claims, suits or damages resulting from any injuries or damages sustained by its faculty while engaging in the clinical Affiliation Agreement.

Provided further, in the event insurance coverage is not provided or is canceled, the HOSPITAL may terminate this Affiliation Agreement.

4. The SCHOOL will designate a faculty member to coordinate and act as the liaison person with the HOSPITAL. The assignments to be undertaken by the students participating in the educational program will be mutually arranged and a continuous exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances.
5. The SCHOOL shall notify each student prior to his arrival that he/she is responsible for:
 - a. Following the administrative policies, standards, and practices of the HOSPITAL.
 - b. Obtaining medical care at his/her own expense for any injuries sustained as a direct or indirect result of their affiliation with HOSPITAL.
 - c. His/her own transportation and living arrangements.
 - d. Reporting to the HOSPITAL on time and following all established regulations during the regularly scheduled operating hours of the HOSPITAL.
 - e. Conforming to the standards and practices established by the SCHOOL

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while functioning in the HOSPITAL.

- f. Obtaining prior written approval of the HOSPITAL and the SCHOOL before publishing any material relating to the clinical learning experience.

B. HOSPITAL RESPONSIBILITIES:

1. Subject to the provisions of Section C.2 of this Agreement, the HOSPITAL agrees to make the appropriate facilities available to the SCHOOL in order to provide supervised clinical experience to students. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of this agreement and conforming to the customary HOSPITAL procedures.
2. Students are to remain subject to the authority, policies, and regulations imposed by the SCHOOL and, during periods of clinical assignment, students will be subject to all rules and regulations of the HOSPITAL and imposed by the HOSPITAL on its employees with regard to following the administrative policies, standards, and practices of the HOSPITAL.
3. In any situation in which, in the sole opinion of HOSPITAL, a patient's welfare or HOSPITAL's operation may be adversely affected, HOSPITAL may take immediate corrective measures without prior consultation with SCHOOL, but shall notify SCHOOL immediately thereafter. In any situation not involving patient welfare, in which a student is not performing satisfactorily, in HOSPITAL's opinion, resolution will involve mutual agreement of the parties.
4. While in the HOSPITAL, students will have the status of learners, are not to replace HOSPITAL staff, and are not to render service except as identified for educational value and delineated in the jointly planned

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educational experiences. Any such direct contact between a student and a patient shall be under the proximate supervision of a member of the staff of HOSPITAL and SCHOOL. HOSPITAL'S Nursing Department shall at all times remain responsible for patient care.

5. Emergency outpatient treatment will be available to students while in the HOSPITAL for clinical training in case of accident or illness; however, the HOSPITAL shall not bear the cost of the emergency treatment.
6. The HOSPITAL shall designate and submit in writing to the SCHOOL, the name and professional and academic credentials of a person to be responsible for coordinating the clinical placements, herein referred to as "Clinical Experience Coordinator". That person shall maintain contact with the SCHOOL designated liaison person to assure mutual participation in and surveillance of the clinical program.
7. The HOSPITAL shall notify the SCHOOL in writing of any change or proposed change of the Clinical Experience Coordinator.
8. The HOSPITAL shall, on reasonable request, permit the inspection of its clinical facilities, services available for clinical experiences, and such other items pertaining to the clinical learning experiences by representatives of the SCHOOL or agencies, or both, charged with responsibility for approval of the facilities or accreditation of the curriculum.
9. The HOSPITAL shall, at the commencement of a student's placement, provide the student a thorough orientation as to the HOSPITAL's

administrative policies, standards and practices relevant to the clinical placement.

C. JOINT RESPONSIBILITIES:

1. The course of instruction will cover a period of time as arranged between the SCHOOL and the HOSPITAL. The beginning dates and length of experience shall be mutually agreed upon by the SCHOOL and the HOSPITAL.

2. The number of students eligible to participate in the clinical placement will be mutually determined by agreement of the parties and may be altered by mutual agreement. Notwithstanding the foregoing, HOSPITAL and SCHOOL agree and understand that the availability of clinical placements in HOSPITAL during the term of this Agreement may periodically be affected by factors such as competing requests for clinical placements from schools affiliated with HOSPITAL, HOSPITAL'S occupancy level, closure of patient care units, or other unforeseeable events. In the event of such events, HOSPITAL may reduce the number of students eligible to participate in the clinical education program without the consent of SCHOOL. HOSPITAL agrees further to accommodate students of SCHOOL who are similarly displaced from other clinical affiliates of SCHOOL to the extent that clinical space is available in HOSPITAL.

3. It is agreed by both parties that there shall be no discrimination on the basis of race, religion, creed, sex, age, handicap, national origin or any other legally prohibited factor.

4. Evaluation of the clinical learning experiences of the students will be accomplished jointly by SCHOOL and HOSPITAL. Regular communication will be jointly maintained by appropriate SCHOOL and HOSPITAL staff for the purpose of reviewing and evaluating current clinical experiences being offered to students.
5. The terms and conditions of this Agreement may be amended by written amendment to this Agreement signed by both parties.

D. TERM OF AGREEMENT:

The term of this Agreement shall be for ~~sixty (60)~~ ^{twentynine (29) months} ~~to commence on~~ ^{April 1st, 1998} ~~October 1, 1997~~ and terminate on ~~September 30, 2002~~ ^{August 1st, 2000}. In the event that this agreement is not renewed for a subsequent term, students who are participating in the clinical learning experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.

E. ADDITIONAL TERMS:

1. Students of SCHOOL desiring to participate in independent study programs at HOSPITAL shall submit a summary outline and timetable for the proposed independent study program to HOSPITAL's designated Clinical Experience Coordinator. The proposed independent study program must be approved by both the SCHOOL and HOSPITAL prior to a student commencing such a program. HOSPITAL shall designate a preceptor for each student engaged in an independent study program. All other terms and conditions of this Agreement which are not inconsistent with those set forth in this Article shall apply to independent study clinical experiences.

- 2. This agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed in their respective corporate names by duly authorized officers, all on the day and year first set forth above.

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

By: [Signature]
Chairman MAY 8 - 1998

Attest: Patricia A. Buck
Assistant Secretary

APPROVED AS TO LEGAL FORM:

[Signature]
General Counsel [Signature]

TRINITY HOSPITAL OF
ADVOCATE HEALTH AND HOSPITALS

By: Donna King

Name: Donna King
Title: Vice President of Operations and
Chief Nurse Executive