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ADOPTED
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508

NOV 5 - 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
BASIC NURSE ASSISTANT PROGRAM
WEST SIDE LEARNING CENTER
MALCOLM X COLLEGE

THE CHANCELLOR

REPORTS

that there is a need for facilities in which students enrolled in the Basic Nurse Assistant Program at Malcolm X College/West Side Learning Center can receive clinical experience; and that an Agreement has been negotiated to provide clinical facilities at:

West Suburban Hospital Medical Center, Erie at Austin, Oak Park
(Effective October 1, 1998 to September 30, 1999 with automatic renewals);

RECOMMENDS

that the Board of Trustees approves the Agreement with West Suburban Hospital Medical Center stating the terms and conditions whereby the Medical Center will make its facilities available for conducting the Basic Nurse Assistant 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

November 5, 1998

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AGREEMENT

THIS AGREEMENT, entered into this 8 day of October, 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 the West Suburban Hospital Medical Corporation, an Illinois not-for-profit corporation (hereafter referred to as the "HOSPITAL").

WHEREAS, the BOARD and the HOSPITAL acknowledge a public obligation to contribute to Basic Nurse Assistant Training Program education for the benefit of students and for community needs, the BOARD has established a program in Basic Nurse Assistant Training education that requires the educational facilities of the HOSPITAL in clinical practice; and,

WHEREAS, the HOSPITAL has facilities suitable for the educational needs of the BOARD's program in Basic Nurse Assistant Training education; and,

WHEREAS, it is to the mutual benefit of both the BOARD and the HOSPITAL 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 a Basic Nurse Assistant Training education program eligible for accreditation or certification according to the requirements of the Department of Public Health, State of Illinois. To implement this program, the BOARD will appoint and provide the necessary faculty members who shall be academically or clinically qualified. Through such faculty the BOARD will plan and conduct all clinical instruction and the evaluation of students.

2. The HOSPITAL will maintain the standards required for approval as a clinical area for instruction in an accredited program in Basic Nurse Assistant Training education.

3. The BOARD will develop a Clinical Instruction Plan designed to meet the educational goals of the Basic Nurse Assistant Training curriculum. The Clinical Instruction Plan will describe the proposed use by the BOARD of the HOSPITAL's clinical areas and patient care and patient service facilities. The BOARD will submit the Clinical Instruction Plan to the HOSPITAL's Education Coordinator not less than two weeks prior to the first day on which students are to be assigned to the HOSPITAL 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 HOSPITAL to ensure that the Clinical Instruction Plan continues to meet the goals of the Basic Nurse Assistant Training education curriculum and the patient care standards of the HOSPITAL.

4. In accordance with the Clinical Instruction Plan, the HOSPITAL 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 care; and sources of information for educational purposes; provided that, the HOSPITAL may refuse educational access to the clinical areas to any BOARD personnel who do not meet the HOSPITAL's standard for safety, health, or ethical behavior.

5. In addition, the HOSPITAL will provide the following services to the students and faculty: reasonable use of parking areas; those food services made available to members of the HOSPITAL's staff; and 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 HOSPITAL on request. BOARD shall require all of its students participating in the Basic Nursing Assistant training program and assigned to HOSPITAL obtain Rubella, Tuberculin Rubeola and Hepatitis B immunity clearances prior to placement at HOSPITAL. BOARD shall be responsible for keeping records of said clearances. BOARD further warrants that all of its students, employees and agents participating in the program have received training in universal precaution guidelines and understand such guidelines and how to apply such guidelines in the context of delivering patient care and handling laboratory specimens.

6. HOSPITAL shall provide emergency medical care for students of BOARD participating in the program who require such care. Each student receiving emergency medical care or any other type of medical care at HOSPITAL shall be responsible for paying for such services rendered at HOSPITAL.

7. Students will be assigned to the Basic Nurse Assistant Training education program

by the BOARD. The BOARD agrees that all students assigned will meet both the BOARD's and the HOSPITAL's standards for health, quality, safety 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 HOSPITAL. Students will have the status of learners and will not replace members of the HOSPITAL staff. Students will not give service to patients in the HOSPITAL apart from that rendered for its educational value as a part of the planned Basic Nurse Assistant Training education program. Students are to remain subject to the authority, policies and regulations for the BOARD, and during periods of clinical assignment, students will be required to observe the regulations imposed by the HOSPITAL on its employees in connection with patient welfare. The HOSPITAL 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 HOSPITAL staff and the faculty member.

8. Before coming to HOSPITAL, each of the BOARD'S students participating in the program must receive training regarding patient confidentiality. Any breach of patient confidentiality or disclosure to an unauthorized party of confidential information will result in the immediate discontinuation of the student's experience at HOSPITAL.

9. HOSPITAL reserves the right to remove any student participating in the program from HOSPITAL premises at any time if HOSPITAL, in its sole discretion, determines that such action is warranted in the interest of the safety and well-being of its patients and staff. Said action shall not be subject to any substantive or procedural rules of BOARD governing student rights. HOSPITAL agrees to notify BOARD within 24 hours after removal of the student from HOSPITAL'S premises.

10. BOARD shall provide and maintain any grades, records and reports required by this program and HOSPITAL does not assume any responsibility for the assignment, management or development of grades, records or reports for any students of the BOARD participating in program. BOARD hereby warrants that it shall comply with the applicable requirements of the Family Educational Rights and Privacy Act of 1974, otherwise known as the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding its students who participate in the program and train at HOSPITAL.

11. Nothing in this Agreement is intended to or shall create any rights or remedies in any third parties.

12. BOARD and HOSPITAL are independent entities. Nothing in this Agreement shall be construed to create a relationship between BOARD and HOSPITAL, including, but not limited to, a relationship of employer and employee, principal and agent, joint venturers, partners or any relationship other than independent contractors.

13. This Agreement shall be governed by the laws of the State of Illinois.

14. The HOSPITAL will designate a member of its staff to serve as Education Coordinator. The Education Coordinator will represent the HOSPITAL in connection with use by the BOARD of the facilities of the HOSPITAL in carrying out the Clinical Instruction Plan. Members of the HOSPITAL staff may participate in education of students at the request of the faculty member. Such participation will be discretionary with the individual members of the HOSPITAL staff and will not be permitted by the HOSPITAL if the participation interferes with the duties assigned to members of the HOSPITAL staff. The HOSPITAL will schedule conferences among its staff members and BOARD faculty members at regular intervals upon request of the BOARD for the purposes of interpreting, discussing, and evaluating the Basic Nurse Assistant Training education program.

15. The terms of this Agreement shall be from October 1, 1998 to September 30, 1999. This Agreement will automatically be renewed on August 1 of each year for a period of 12 months unless one party sends written notice, by registered mail, to the other prior to April 1 of the year the contract is to be amended or terminated.

16. The terms and conditions of this Agreement may be amended, 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 HOSPITAL unless they are authorized by mutual written consent of the BOARD and the HOSPITAL.

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

18. The BOARD shall procure and maintain throughout the term of this Agreement and any extensions hereof \$1,000,000/\$3,000,000 comprehensive malpractice insurance for each student enrolled in the Basic Nurse Assistant Training education program. Proof of said insurance must be presented to HOSPITAL before a participating student or employee may begin to participate in any educational and/or clinical program at HOSPITAL or any HOSPITAL facility or location. Said insurance may not be canceled without thirty (30) days notice to HOSPITAL. In the event insurance coverage required under this section for BOARD's students or employees is canceled, any such student or employee shall no longer be eligible to participate in the educational and/or clinical experience at HOSPITAL. This provision shall survive the termination of this Agreement for any reason.

19. This Agreement shall be binding upon and shall inure to the benefits of the parties hereto and their respective successors and assigns.

20. 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:

Dr. Wayne D. Watson, Chancellor
City Colleges of Chicago
226 West Jackson Boulevard, 14th Floor
Chicago, IL 60606-6998

Additional notification should be sent by regular mail to:

20957 -

Ms. Zerrie D. Campbell
President, Malcolm X College
1900 W. Van Buren
Chicago, IL 60612

and

Mr. Jimmy Smith, Director
West Side Learning Center
4624 West Madison
Chicago, Illinois 60644

Notices to the HOSPITAL are to be addressed to:

West Suburban Hospital Medical Corporation
ERIC AT AUSTIN
OAK PARK, IL 60302

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year written above.

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

Approved as to
Legal Form:

Kath Marcondah
General Counsel *KWW*

By:

[Signature]
Chairman

Attest:

Patricia A. Burk NOV 5 - 1998
Assistant Secretary

WEST SUBURBAN HOSPITAL MEDICAL CORPORATION

By: SHAWN TYRRELL - Shawn O'Neill
VICE PRESIDENT, Patient Care Services

Attest: _____