

20958

ADOPTED  
BOARD OF TRUSTEES OF  
COMMUNITY COLLEGE DISTRICT NO. 508

NOV 5 - 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 AGREEMENTS  
NURSING PROGRAM  
KENNEDY-KING COLLEGE

THE CHANCELLOR

REPORTS

that there is a need for facilities in which students enrolled in the Nursing Program at Kennedy-King College can receive clinical experience; and that Agreements have been negotiated to provide clinical facilities at:

- Advocate Health and Hospitals Corporation d/b/a Bethany Hospital Advocate, 3435 W. Van Buren, Chicago  
(Effective November 1, 1998 to October 31, 1999)
- Advocate Health Centers, Inc., 2320 East 93rd, Chicago  
(Effective November 1, 1998 to October 31, 1999)
- Mt. Sinai Hospital and Medical Center, 15th and California Avenue, Chicago  
(Effective January 1, 1999 to December 31, 1999)

RECOMMENDS

that the Board of Trustees approves the Agreements stating the terms and conditions whereby the above will make its facilities available for conducting the Nursing Program at Kennedy-King College; and authorizes the Chairman and Assistant Secretary to execute said Agreements on behalf of the Board.

Respectfully submitted,

Wayne D. Watson  
Chancellor

November 5, 1998

# 20958

## AGREEMENT

This AGREEMENT entered into 30 day of September, 19998,  
on behalf of 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 MT. SINAI HOSPITAL AND MEDICAL CENTER, an Illinois not-for-profit  
corporation, (hereinafter referred to as the "HOSPITAL".)

WHEREAS, the BOARD and the HOSPITAL acknowledge a public obligation to  
contribute to nursing education for the benefit students and for community needs; the BOARD  
has established a program in nursing education that requires the educational facilities of the  
HOSPITAL in clinical practice; the HOSPITAL has facilities suitable for the educational needs of  
the BOARD'S program in nursing education; and, 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 nursing education program  
eligible for accreditation by the Illinois Department of Professional Regulation. 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 nursing education.

3. The BOARD will develop a Clinical Instruction Plan designed to meet the educational goals of the nursing curriculum. The Clinical Instruction Plan will describe the proposed use by the BOARD of the HOSPITAL'S clinical areas and the 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 nursing 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 its 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 made available to members of the HOSPITAL'S staff.

6. Students will be assigned to the nursing education program by the BOARD. The BOARD agrees that all students assigned will meet both the BOARD'S and the HOSPITAL'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 HOSPITAL. Students will have the status of learners and will not replace members of the HOSPITAL'S 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 nursing education program. 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 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.

7. 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 the members of the HOSPITAL. The HOSPITAL will schedule conferences among its staff members and BOARD faculty members at regular intervals upon request of the BOARD for the purpose of interpreting, discussing, and evaluating the nursing education program.

8. The terms of this Agreement shall be for 12 months, to commence on January 1, 1999, and terminate on December 31, 1999. 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.

9. The terms and conditions of 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 HOSPITAL unless they are authorized by mutual written consent of the BOARD and the HOSPITAL.

10. 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 judgements, including attorney's fees, costs, interest and related expenses for personal injury, public liability and property damage and loss in any way caused by, related to or arising out of the use and occupancy of the HOSPITAL premises and facilities by the BOARD, by the BOARD'S faculty and by the students of the BOARD, including but not limited to the rendering of or failure to render professional care, 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 <sup>30</sup> (~~3~~) 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, suits, actions or proceedings brought against HOSPITAL under this Agreement.

11. The BOARD shall procure and maintain throughout the term of this Agreement and any extensions hereof for each student enrolled in the nursing program and the BOARD'S nursing faculty, \$1,000,000/\$1,000,000 aggregated comprehensive malpractice insurance. Evidence of this malpractice insurance plan shall be made available to the HOSPITAL on request.

12. This Agreement shall be binding upon and shall inure 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:

Dr. Wayne D. Watson, Chancellor

City Colleges of Chicago

226 West Jackson Boulevard

Chicago, Illinois 60606

Additional notification should be sent by regular mail to:

President

Kennedy-King College

and

Chairperson

Department of Nursing

Kennedy-King College

Notices to the HOSPITAL are to be addressed to:

Coleen Conway-Svec, MS, RN

Vice President of Nursing

Mt. Sinai Hospital and Medical Center

15<sup>th</sup> and California Avenue

Chicago, Illinois 60609

BOARD OF COMMUNITY COLLEGE DISTRICT NO. 508

COOK COUNTY

STATE OF ILLINOIS

By: *[Signature]* NOV 5 - 1998  
Chairman

Attest: *Patricia A. Burk*  
Assistant Secretary

By: *Cecilia Conway-Wee*  
Clinical HOSPITAL

Attest: *[Signature]*  
Clinical HOSPITAL

Approved as to Legal Form:

*[Signature]*  
General Counsel *xww* *[Signature]*



AFFILIATION AGREEMENT

THIS AGREEMENT entered into this \_\_\_\_\_ day <sup>Board of Trustees of Community College</sup> ~~District No. 508, County of Cook and~~ by and between Kennedy-King College <sup>State of Illinois</sup> ("SCHOOL") and Advocate Health Centers, Inc. an Illinois for profit corporation ("CLINIC").

WHEREAS, SCHOOL desires to utilize CLINIC for the purpose of providing practical learning and clinical experiences in influenza vaccine administration 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 CLINIC only those students who have satisfactorily completed the prerequisite didactic portion of the SCHOOL'S curriculum.

2. SCHOOL shall provide CLINIC with proof of health insurance coverage for its students who will be on CLINIC premises.

3. Each student shall be covered by professional liability insurance with such company and in such form as is acceptable to CLINIC. Each student shall be covered by professional liability insurance with a commercial insurance carrier, 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 CLINIC, SCHOOL shall deliver to CLINIC a Certificate of Insurance, providing that such insurance may not be canceled without sixty (60) days prior written notice to CLINIC in the event of cancellation, nonrenewable, 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 CLINIC for any claims, suits or damages resulting from the acts or omissions of its students while engaging in the clinical learning experiences.

(a) Each student shall be covered by general liability insurance with such company and in such form as is acceptable to CLINIC. Each student 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 CLINIC for any claims, suits or damages resulting from any injuries or damages sustained by students and faculty while engaging in the clinical Affiliation Agreement.

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

(c) Provided further, in the event insurance coverage is not provided or is canceled, the CLINIC may terminate this Affiliation Agreement.

4. The SCHOOL will designate a faculty member to coordinate and act as the liaison person with the CLINIC. 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 CLINIC.
- b. Obtaining medical care at his/her own expense for any injuries sustained as a direct or indirect result of their affiliation with CLINIC.
- c. His/her own transportation and living arrangements.
- d. Reporting to the CLINIC on time and following all established regulations during the regularly scheduled operating hours of the CLINIC.
- e. Conforming to the standards and practices established by the SCHOOL while functioning in the CLINIC.
- f. Obtaining prior written approval of the CLINIC and the SCHOOL before publishing any material relating to the clinical learning experience.

**B. CLINIC RESPONSIBILITIES:**

1. Subject to the provisions of Section C.2 of this Agreement, the CLINIC 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 CLINIC 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 CLINIC and imposed by the CLINIC on its employees with regard to following the administrative policies, standards, and practices of the CLINIC.

3. In any situation in which, in the sole opinion of CLINIC, a patient's welfare or CLINIC's operation may be adversely affected, CLINIC 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 CLINIC's opinion, resolution will involve mutual agreement of the parties.

4. While in the CLINIC, students will have the status of learners, are not to replace CLINIC staff, and are not to render service except as identified for educational value and delineated in the jointly planned 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 CLINIC and SCHOOL. CLINIC'S Nursing Department shall at all times remain responsible for patient care.

5. Emergency outpatient treatment will be available to students while in the CLINIC for clinical training in case of accident or illness; however, the CLINIC shall not bear the cost of the emergency treatment.

6. The CLINIC 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 CLINIC shall notify the SCHOOL in writing of any change or proposed change of the Clinical Experience Coordinator.

8. The CLINIC 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 CLINIC shall, at the commencement of a student's placement, provide the student a thorough orientation as to the CLINIC'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 CLINIC. The beginning dates and length of experience shall be mutually agreed upon by the SCHOOL and the CLINIC.

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, CLINIC and SCHOOL agree and understand that the availability of clinical placements in CLINIC during the term of this Agreement may periodically be affected by factors such as competing requests for clinical placements from schools affiliated with CLINIC, CLINIC'S occupancy level, closure of patient care units, or other unforeseeable events. In the event of such events, CLINIC may reduce the number of students eligible to participate in the clinical education program with prior notice to the SCHOOL and adequate time for SCHOOL to reassign the student(s) to another clinical site. CLINIC 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 CLINIC.

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 CLINIC. Regular communication will be jointly maintained by appropriate SCHOOL and CLINIC 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 12 months, to commence on November 1, 1998, and terminate on October 31, 1999. 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 CLINIC shall submit a summary outline and timetable for the proposed independent study program to CLINIC's designated Clinical Experience Coordinator. The proposed independent study program must be approved by both the SCHOOL and

CLINIC prior to a student commencing such a program. CLINIC 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.

ADVOCATE HEALTH CENTERS, INC.

KENNEDY-KING COLLEGE

By: [Signature]  
Title: Chief Exec.

By: [Signature]  
Title: Interim President

Date: 5/4/99

Date: 9/21/98

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BOARD OF TRUSTEES OF  
COMMUNITY COLLEGE DISTRICT NO. 508  
COUNTY OF COOK AND STATE OF ILLINOIS  
226 WEST JACKSON BLVD.  
CHICAGO, ILLINOIS 60606

[Signature]  
CHAIRMAN OF THE BOARD  
NOV 5 - 1998  
[Signature]  
PATRICIA A. BUNK  
ASSISTANT BOARD SECRETARY

APPROVED AS TO LEGAL FORM  
[Signature]  
GENERAL COUNSEL *X w w*

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

CLINICAL FACILITIES AGREEMENTS  
NURSING PROGRAM  
KENNEDY-KING COLLEGE  
(Amend Board Report #20958 dated 11-5-1998)

THE CHANCELLOR

REPORTS

that there is a need for facilities in which students enrolled in the Nursing Program at Kennedy-King College can receive clinical experience; and that the effective dates have changed as noted below, for the Agreement negotiated at:

- Advocate Health Centers, Inc., 2320 East 93rd, Chicago  
(Effective November 1, 1998 to December 1, 1999)

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

RECOMMENDS

that the Board of Trustees approves the amended Agreement stating the terms and conditions whereby the above will make its facilities available for conducting the Nursing Program at Kennedy-King College; and authorizes the Interim Chairman and Assistant Secretary to execute said Agreement on behalf of the Board.

Respectfully submitted,

Wayne D. Watson  
Chancellor

July 1, 1999

*not needed  
per Carol  
Bridges*

*overlaps  
agreement  
approved  
at 6-3  
mtg.*