

20855

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

**ADOPTED**  
BOARD OF TRUSTEES OF  
COMMUNITY COLLEGE DISTRICT NO. 50

OCT 1 1998

COUNTY OF COOK  
AND STATE OF ILLINOIS

CLINICAL FACILITIES AGREEMENTS  
ASSOCIATE DEGREE PROGRAM IN NURSING  
MALCOLM X COLLEGE

THE CHANCELLOR

REPORTS

that there is a need for facilities in which students enrolled in the Nursing Program at Malcolm X College can receive clinical experience; and that Agreements have been negotiated to use facilities for this program at:

- St. Elizabeth's Hospital, 1431 North Claremont Avenue, Chicago  
(Effective August 1, 1998 to June 30, 1999)
- Advocate Health and Hospital d/b/a Bethany Hospital, 3435 West Van Buren Street, Chicago  
(Effective August 1, 1998 to July 31, 1999)

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

RECOMMENDS

that the Board of Trustees approves said Agreements stating the terms and conditions whereby the above will make facilities available to conduct the Nursing Program at Malcolm X College; and authorizes the Chairman and Assistant Secretary to execute said Agreements on behalf of the Board.

Respectfully submitted,

Wayne D. Watson  
Chancellor

October 1, 1998

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**AGREEMENT**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_ 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 Saint Elizabeth's Hospital, 1431 North Claremont, Chicago, IL 60622 an Illinois not-for-profit corporation, (hereinafter referred to as the "CORPORATION"):

WHEREAS the BOARD and the CORPORATION acknowledge a public obligation to contribute to NURSING education for the benefit of students and for community needs; the BOARD has established a program in NURSING education that requires the educational facilities of the CORPORATION in clinical practice: the CORPORATION 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 CORPORATION 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 or certification according to the requirements of the Department of Professional Regulation. To implement this program, the BOARD will appoint and provide the necessary faculty members who shall be academically or clinical qualified. Through such faculty the BOARD will plan and conduct all clinical instruction and the evaluation of students.

2. The CORPORATION 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 CORPORATION'S clinical areas and patient care and patient service facilities. The BOARD will submit the Clinical Instruction Plan to the CORPORATION'S Education

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

4. In accordance with the Clinical Instruction Plan, the CORPORATION 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 CORPORATION may refuse educational access to its clinical areas to any BOARD personnel who do not meet the CORPORATION'S standards for safety, health, or ethical behavior. When and or if there is a disagreement regarding the aforementioned and/or how the Clinical Institution Plan is carried out, the CORPORATION'S decision shall stand.

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

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 CORPORATION'S standard of health and academic ability. It is further agreed that the number of students placed each

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academic year shall be by mutual agreement of the BOARD and the CORPORATION and the BOARD shall verify the appropriate number of instructors to students. Students will have the status of learners and will not replace members of the CORPORATION'S staff. Students will not give service to patients in the CORPORATION 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 CORPORATION on its employees in connection with patient's welfare. The CORPORATION 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 CORPORATION'S staff, and the faculty member.

7. The BOARD shall advise the student(s) that they shall be subject to the rules and regulations of the CORPORATION pertaining to patient/client confidentiality and general operating procedures. The CORPORATION shall have the right to discontinue the field experience for any student on the premises. In such a case, a conference will be held with the student, the BOARD and the CORPORATION to discuss the discontinuation.

8. The CORPORATION will designate a member of its staff to serve as Education Coordinator. The Education Coordinator will represent the CORPORATION in connection with use by the BOARD of the facilities of the CORPORATION in carrying out the Clinical Instruction Plan. Members of the CORPORATION'S staff, may participate, but will be at the discretion of the individual members of the CORPORATION's staff, and will not be permitted by the CORPORATION if participation interferes with the duties assigned to the members of the CORPORATION'S staff. The CORPORATION will schedule conferences among its staff members and BOARD for the purposes of interpreting, discussing and evaluating the NURSING education program.

9. The terms of this Agreement shall be from August 1, 1998, to June 30, 1999. This

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agreement will automatically be renewed on August 1, of each year for a period of 10 months unless one party sends written notice by registered mail to the other party prior to April 1, of the year the contract is to be amended or terminated.

10. The terms and conditions of this Agreement may be amended, from time to time, but no amendments shall be binding upon the BOARD or the CORPORATION unless they are authorized by mutual written consent of the BOARD and the CORPORATION.

11. The BOARD shall procure and maintain through the term of this Agreement and any extensions thereof \$1,000,000/\$3,000,000 comprehensive malpractice insurance for each student enrolled in the NURSING program. Evidence of this malpractice insurance plan shall be made available to the CORPORATION upon request.

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

The Chancellor  
City Colleges of Chicago  
226 West Jackson Boulevard  
Chicago, Illinois 60606

Additional notification should be sent by regular mail to:

Zerrie D. Campbell, President  
Malcolm X College  
1900 West Van Buren Street  
Chicago, Illinois 60612

and

Beverly Liddell, RN, MS, Chairperson  
Nursing Department  
Malcolm X College  
1900 West Van Buren Street  
Chicago, Illinois 60612

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CORPORATION'S contact person's name and mailing address:

Ms. Gerri Kentgen, RN  
Director of Education & Evaluation  
Saint Elizabeth's Hospital  
1431 North Claremont  
Chicago, Illinois 60622

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

Approved as to  
Legal Form:

OCT 1 - 1998

APPROVED AS TO LEGAL FORM By:  
*Robert M. Wronski*  
GENERAL COUNSEL

*Richard*  
Chairman

Attest: *Patricia A. Burke*  
Secretary

By: *John Curbell*  
President, Chief Executive Officer

Attest: *A. Lisa Perry*

Date: *7/9/98*



ADDENDUM TO AGREEMENT BETWEEN  
BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508  
COUNTY OF COOK AND STATE OF ILLINOIS  
AND  
SAINT ELIZABETH HOSPITAL

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

- (1) It is mutually agreed and understood that during the term of the Agreement the BOARD will indemnify and hold the CORPORATION 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 CORPORATION 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 CORPORATION 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 CORPORATION 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 CORPORATION. In the event a demand for representation is made, the BOARD reserves the right to assign legal representation. CORPORATION 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 CORPORATION under this Agreement.

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

Approved as to  
Legal Form:

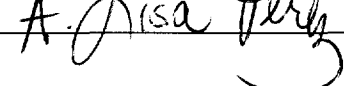
  
General Counsel  


By:   
Chairman

Attest:   
Secretary

CORPORATION


By:   
(President, Chief Executive Officer)

Attest: 

## **City Colleges of Chicago**

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TO: Zerrie D. Campbell, President  
Malcolm X College

FROM: Patricia A. Buck   
Executive Administrator

DATE: October 12, 1998

RE: Board Report No. 20895 -- Adopted 10-1-98

Attached is one fully executed copy of a Clinical Facilities Agreement for the Associate Degree Program in Nursing at:

St. Elizabeth Hospital, 1431 North Claremont, Chicago.

I have retained one copy for the Board files.

Also attached are three copies of a Clinical Facilities Agreement for the Associate Degree Program in Nursing at:

Bethany Hospital / Advocate, 3435 West Van Buren, Chicago.

Please secure the signatures of the hospital representatives and return one fully executed copy to me for Board files.

PB/cj  
Attachment



**AFFILIATION AGREEMENT**

THIS AGREEMENT entered into this 1st day of AUGUST, 1998 by and between MALCOLM X COLLEGE OF NURSING ("SCHOOL") and ADVOCATE HEALTH AND HOSPITALS CORPORATION d/b/a BETHANY HOSPITAL- ADVOCATE, an Illinois not-for-profit corporation ("HOSPITAL").

WHEREAS, SCHOOL desires to utilize HOSPITAL for the purpose of providing practical learning and clinical experiences in **PROFESSIONAL NURSING** 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 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 shall be covered by professional liability insurance with such company and in such form as is acceptable to HOSPITAL. 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 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, nonrenewabl, 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 shall be covered by general liability insurance with such company and in such form as is acceptable to HOSPITAL. 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 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.

Nothing herein shall be deemed to create an employee-employer relationship between the students 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 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 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 experiences.

**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 experiences 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 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 names 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 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 with prior notice to the SCHOOL and adequate time for SCHOOL to reassign the student(s) to another clinical site. 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 12 months, to commence on **AUGUST 1, 1998**, and terminate on **JULY 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 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 Trustees of Community College  
District No. 508, County of Cook and

SCHOOL State of Illinois

Malcolm X College, School of Nursing - 1998

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

By: *[Signature]*  
Name: **CHAIRMAN OF THE BOARD**

Title: *[Signature]*  
Date: *[Signature]*

OCT 7 - 1998

**ASSISTANT BOARD SECRETARY**  
**ADVOCATE HEALTH AND HOSPITALS**  
**CORPORATION d/b/a**  
**BETHANY HOSPITAL- ADVOCATE**

By: \_\_\_\_\_  
Name: **Lena Shields**  
Title: **Chief Executive**  
Date: \_\_\_\_\_