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ADOPTED
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508

OCT 1 - 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
OLIVE-HARVEY COLLEGE

THE CHANCELLOR

REPORTS

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

- St. Bernard Hospital and Health Care Center, 326 West 64th St. Chicago (Effective September 1, 1998 to August 31, 1999)
- Advocate Home Health Services, 2311 W. 22nd Street, Oak Brook, IL (Effective September 1, 1998 to August 31, 1999)
- University of Chicago Hospitals, 5841 S. Maryland Avenue, Chicago (Effective September 1, 1998 to September 1, 2001)

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 their facilities available to conduct the Nursing Program at Olive-Harvey 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

NURSING EDUCATION DEPARTMENT

AGREEMENT BETWEEN

ADVOCATE HOME HEALTH SERVICES

AND

OLIVE-HARVEY COLLEGE

THIS AGREEMENT, entered into this 1st day of August, 1998 by and between Advocate Home Health Services, an Illinois not for profit corporation, hereinafter called "Medical Center", and Olive-Harvey College hereinafter called "University".

WHEREAS, it is to the mutual benefit of the Medical Center and the University to enter into an agreement which provides nursing students of the University with the opportunity to participate as members of the health care team in the Medical Center promoting quality patient care and nursing education.

NOW THEREFORE, in consideration of the mutual promises and undertakings herein contained and other good and valuable consideration, the parties hereto agree to establish and administer a clinical program (Program/Practicum) as hereinafter follows:

A. TERMS

This Agreement shall become effective on September 1, 1998 and shall remain in effect until August 31, 1999 and is automatically renewable for each subsequent year beginning in September. However, this Agreement may be terminated by either party giving thirty (30) days prior written notice to the other or may be terminated at any time by the mutual agreement of the parties.

B. THE UNIVERSITY AGREES:

1. To designate a representative(s) to coordinate Program/Practicum activities with the Medical Center through the Medical Center's designated representative.
2. To provide the Medical Center with the objectives of the course.

3. To provide the Medical Center with the names and credentials (evidence of current Illinois licensure is required for R.N. and graduate students) of the faculty and students who will participate in the Program/Practicum activities at least two (2) weeks prior to the first day of the clinical learning experience.
4. To provide educational guidance for students participating in the Program/Practicum by the University faculty member and/or designated preceptor(s) as agreed by the Medical Center and the University.
5. To assume ultimate responsibility for all instructional activities with respect to students including, but not limited to: the entry into and dismissal from the Program/Practicum; attendance at Program/Practicum activities; and discipline related to Program/Practicum activities.
6. To discontinue the field instruction of any student(s) who by his/her performance, or in any other way, is not acceptable to the Medical Center.
7. To provide the Medical Center with a certificate for insurance or other evidence showing professional liability coverage for student(s) pursuant to this Agreement. The professional liability coverage shall be in an amount not less than one million (\$1,000,000) per occurrence and three million (\$3,000,000) in the aggregate and shall be with an insurance carrier that is mutually agreeable to the University and Medical Center. The said insurance may not be canceled or modified without thirty (30) days prior written notice to both the University and Medical Center.
8. To insure that all its students participating in the Program/Practicum at the Medical Center, under this Agreement, meet all safety, health (including Rubella Titer) and technical standards of the Medical Center.
9. To recognize that while at the Medical Center, the student(s) and faculty will be expected to adhere to administrative and nursing policies, procedures standards, schedules, and practices of the Medical Center.

C. THE MEDICAL CENTER AGREES:

1. To designate a representative to coordinate Program/Practicum activities with the University through the designated University representative.
2. To provide an orientation to faculty and/or students to the physical facilities, administrative and nursing policies, procedures, standards, schedules and practices of the Medical Center.

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3. To provide opportunities for clinical instruction that are sufficient in extent and variety to meet the objectives identified in the course syllabus.
4. To share in the educational process to the extent of planning for the use of facilities; assuming responsibility for continuing evaluation of the Program/Practicum; future planning and development; and assuming responsibility for explaining the Program/Practicum to members of the Medical Center's staff.
5. To make available and permit the use of: its patient care and patient services facilities, supplies and equipment commonly available to provide patient care, and sources of information for educational purposes.
6. To provide the following services to students and/or faculty of the University during the Program/Practicum;
 - a. Use of lockers and dressing areas.
 - b. Use of conference areas within the immediate clinical areas of assignment on a non-reserved basis.
 - c. Use of clinical library facilities without check out privileges.
 - d. Use of patient education materials as available.
 - e. Use of the Medical Center's emergency room for emergency treatment only. Expenses incurred as a result of emergency treatment are the responsibility of the student and/or faculty member treated.

D. THE MEDICAL CENTER AND THE UNIVERSITY MUTUALLY AGREE THAT:

1. The Medical Center will retain responsibility for the care given even though nursing students and their instructors are providing care on a given unit.
2. The University will place and the Medical Center will accept the placement of nursing students. The number of students assigned and the dates of their assignments will be jointly agreed upon by the University and the Medical Center.
3. While at the Medical Center, student(s) of the University shall have the status of learners and are not to replace Medical Center staff nor to render services except as identified for educational value and delineated in the course objectives.
4. Each party shall provide the other party with the name(s) of its designated representative(s) within twenty-one (21) days of the execution of this Agreement.

5. The terms of the Agreement may be amended by written agreement signed by both parties. No amendment or termination of this Agreement shall adversely affect the orderly progress of the nursing education of any student enrolled in and actively receiving instruction in the Program/Practicum on the effective date of termination or amendment, provided, that any such student may elect to be bound by the termination or amendment.
6. The Medical Center reserves the right, without notice, to deny access to its departments, units, and treatment areas to any student(s) when, in the sole opinion of the Medical Center the said student(s) is deemed to be a risk to the Medical Center patients or to said student(s). Within twenty-four (24) hours of denying access, the Medical Center will notify the University of this action and the reasons therefore.
7. Certain records and documents maintained by the University and the Medical Center, relating to individual student(s) are governed by the Family Education Rights and Privacy Act of 1974. Both parties agree to protect said records in accordance with said ACT.
8. No student shall be discriminated against on the basis of race, creed, color, age sex, handicap, veteran status, religion or national origin in any aspect of this Agreement.
9. Nothing contained in this Agreement shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent or of any partnership, or of joint venture by the parties hereto.

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

ADVOCATE HOME HEALTH SERVICES

Dennis M. Keefe

8/10/98

OLIVE-HARVEY COLLEGE
Board of Trustees of
Community Colleges
District No. 508
County of Cook and
State of Illinois

[Signature]
CHAIRMAN OF THE BOARD

Patricia A. Brink
ASSISTANT BOARD SECRETARY

OCT 1 - 1998

~~APPROVED AS TO FORM
AND CONTENT~~

APPROVED AS TO LEGAL FORM
[Signature]
GENERAL COUNSEL

[Handwritten mark]

CLINICAL EDUCATION AGREEMENT BETWEEN
THE UNIVERSITY OF CHICAGO HOSPITALS
AND

Olive-Harvey College

THIS AGREEMENT, entered into as of the 1 day of October, 19 98 by and between The University of Chicago Hospitals, an Illinois not for profit corporation, hereinafter called "Hospitals", and Olive-Harvey hereinafter called "School".

WHEREAS, the School conducts certain technical, graduate or undergraduate education programs and provides training and education to students of such programs ;

WHEREAS, the School is in need of supervised practice facilities for the teaching and skills development of its students and has expressed its interest in using the facilities of the Hospitals;

WHEREAS, the Hospitals has such facilities and desires to have qualified students from the School train at those facilities consistent with the Hospitals' goals of promoting quality patient care and student education.

WHEREAS, the Hospitals desire to enter in a Clinical Education Agreement with the School which provides students of the School with the opportunity to participate as members of the health care team;

NOW THEREFORE, in consideration of the mutual promises and undertakings herein contained and other good and valuable consideration, the parties hereto agree to establish and administer a clinical education program (Program).

A. TERM

This Agreement shall become effective on 10/01/98 and shall remain in effect for three years. It is the School's responsibility to initiate contract renewal. However, this Agreement may be terminated by either party giving ninety (90) days prior written notice to the other or may be terminated at any time by the mutual agreement of the parties. In the event that the Agreement is terminated or is not renewed, students who are participating in the learning experience at the time of termination or non-renewal shall be allowed to complete such assignments under the terms and conditions set forth herein.

B. THE SCHOOL RESPONSIBILITIES:

1. School shall designate a representative(s) to coordinate Program activities with the Hospitals through the Hospitals' designated representative.
2. School shall provide the Hospitals with a written description of the Program and the objectives of the course(s).
3. The School shall submit to the Hospitals, in advance, the approximate number of students to be assigned at any given time in the units. Three weeks before the beginning of each semester, the School shall submit to the Hospitals a schedule for each group of students, indicating the days of the week, hours of training, and units to which they will be assigned and shall provide the Hospitals with the names and credentials of the faculty and students who will participate in the Program activities.
4. School agrees to provide educational guidance for students participating in the Program by the School faculty member and/or designated preceptor(s) as agreed by the Hospitals and the School and to assume ultimate responsibility for all instructional activities with respect to students including, but not limited to: the entry into and dismissal from the Program; attendance at Program activities; and discipline related to Program activities.

5. School shall discontinue the clinical education at the Hospitals instruction of any student(s) who by his/her performance, or in any other way, is not acceptable to the Hospitals.
6. *See Addendum* School shall indemnify the Hospitals and its employees, officers, directors and agents ~~from any and all liability, loss, damage or expense (including defense costs and reasonable attorney's fees) the Hospitals may sustain as a result of all claims, liens, charges, demands, costs or judgments, including claims for breach of confidentiality, arising as a result of the acts or omissions of School or School students, faculty or administrators, employees or agents in the performance of their activities under this agreement.~~
7. School shall provide the Hospitals with a certificate of insurance or other evidence showing professional liability coverage for students and faculty who participate in the Program pursuant to this Agreement and which shall be kept in force at all time while students or faculty of the School are present at the Hospitals. The professional liability coverage shall be in an amount not less than one million (\$1,000,000) per occurrence and three million (\$3,000,000) in the aggregate and shall be with an insurance carrier that is mutually agreeable to the School and the Hospitals. Certificates of insurance evidencing general liability coverage in the amounts of \$1 million per occurrence and \$2 million aggregate shall be provided by School to Hospital. The Hospitals shall be named as additional insured on the above referenced policies. The said insurance may not be canceled or modified without thirty (30) days prior written notice to both the School and Hospitals.
8. School shall insure that all its students and faculty participating in the Program at the Hospitals, under this Agreement, meet all safety, health, technical standards of the Hospitals and to insure that all students and faculty participating under the Program have reviewed the Hospitals' current safety and infection control educational materials which will be provided to the School by the Hospitals. Specific requirements for the Program are attached as Addendum A and are incorporated herein.
9. School shall insure that all its students and faculty in the Program at the Hospitals have submitted a negative drug test result from a screen performed through a National Institute of Drug Abuse (NIDA) Certified Laboratory.
10. School agrees that while at the Hospitals, the student(s) and faculty will adhere to all administrative policies, procedures, standards, schedules, and practices of the Hospitals, including, but not limited to, policies concerning the confidentiality of patient records and policies specific to the Program area provided that the Hospitals have furnished the information to the School. The Hospitals shall assist in orienting any faculty members as necessary to give them a thorough understanding of the practice fields and facilities made available to the students. In order to affirm the importance of patient confidentiality, the Hospitals will require that all students and any faculty sign a confidentiality statement and that the School will maintain those signed documents in their files. School and the Hospitals shall undertake whatever actions are required to continually maintain friendly working relations and a spirit of wholehearted cooperation.
11. The School reserves the right to revoke any assignment prior to the student's entry into the clinical education program of the Hospitals; or to withdraw the student from the assigned clinical experience, when in the School's judgment, the clinical experience no longer meets the needs of the student.
12. The School maintains the privilege to visit the Hospitals' designated representative before, and/or during the clinical experience.
13. The School will send only students and faculty who are, to the School's knowledge, in good health and have completed the health requirements of the School at the time of reporting for their clinical experience. The student/faculty shall promptly notify the Hospitals of any health status that must be reported to a health care provider pursuant to the Illinois Hospital Licensing Regulations or of any health status that limits his or her ability to provide care pursuant to such regulations or other applicable law.

14. The School will provide the Hospitals with the information needed to plan meaningful clinical activities including a summary of the student's education and experience.
15. The School shall instruct each participating student about all of the terms and conditions of this Agreement that are relevant to the student.
16. The School alone is responsible for any compensation paid to its faculty or students.

C. THE HOSPITAL RESPONSIBILITIES:

1. The Hospitals shall designate a representative to coordinate Program activities with the School through the designated School representative, and for each student, to assign an appropriate member of the staff of the Hospitals to be responsible for the supervision of the student while he or she uses the facility.
2. Hospitals shall provide to the School current educational materials concerning safety and infection control. The Hospitals shall provide an orientation to faculty and/or students to the physical facilities, administrative and nursing policies, procedures, standards, schedules and practices of the Hospitals, at the commencement of student's placement.
3. Hospital shall share in the educational process to the extent of planning for the use of facilities; assuming responsibility for continuing evaluation of the Program; future planning and development; and assuming responsibility for explaining the Program to members of the Hospitals' staff.
4. Hospitals shall make available and permit the use of its patient care and patient services facilities, supplies and equipment commonly available to provide patient care, and sources of information for educational purposes.
5. Hospitals shall provide the following services to students and/or faculty of the School during the Program:
 - a. Use of lockers and dressing areas.
 - b. Use of conference areas within the immediate clinical areas of assignment on a non-reserved basis.
 - c. Use of clinical library facilities without checkout privileges.
 - d. Use of patient education materials as available.
 - e. Use of the Hospitals' emergency room for emergency treatment only.

Expenses incurred as a result of emergency treatment are the responsibility of the student and/or faculty member treated.

6. The Hospitals will inform the School immediately when a student or School faculty member is not performing satisfactorily or is demonstrating behavior that is disruptive or detrimental to the Hospitals or patient care. The Hospitals may terminate the participation of a student or School faculty member in a program who is not performing satisfactorily, or is demonstrating behavior that is disruptive or detrimental to the Hospitals.
7. The Hospitals will notify the School promptly of any changes in its personnel, operations, or policies which may affect clinical education assignment and operations.
8. The Hospitals will select clinical education preceptors who have the qualifications necessary to perform clinical teaching responsibilities including the following: competence in the area of clinical practice in which they teach; demonstrated effective teaching and evaluation of students; demonstrated effective communication skills; and a record of ethical behavior and involvement in professional development opportunities.

9. The Hospitals will maintain appropriate safety procedures including those related to universal precautions, infection control, use of equipment, and the storage and use of any hazardous materials. The information will be reviewed during orientation of each student/Faculty member.
10. The student will receive timely feedback regarding his/her clinical performance.

D. THE HOSPITAL AND THE SCHOOL MUTUALLY AGREE THAT:

1. The Hospitals will retain responsibility for the care given patients even though students are providing care on a given unit.
2. The number of students assigned and the dates of their assignments will be jointly agreed upon by the School and the Hospitals. The Hospitals will have the right to assign students to particular patients or areas and will attempt to place students in areas to meet the educational goals of the School, the student and the Program. The Hospitals can make no guarantees about the types of clinical experience that can be expected.
3. While at the Hospitals, student(s) of the School shall have the status of learners and are not to replace Hospitals staff nor to render services except as identified for educational value and delineated in the course objectives. It is understood that students are not entitled to any of the rights and benefits extended to employees of the Hospitals such as parking in Hospitals' lots, paid vacation, worker's compensation pay or insurance and discounted health benefits, except as otherwise provided in this agreement.
4. Each party shall provide the other party with the name(s) of its designated representative(s) within twenty-one (21) days of the execution of this Agreement. Each party is also responsible for communication of changes of personnel and schedules of students.
5. The terms of the Agreement may be amended by written agreement signed by both parties.
6. The Hospitals reserve the right, without notice, to immediately terminate a student's or school faculty member's access or to deny access to its departments, units, and treatment areas to any student(s) when, in the sole opinion of the Hospitals the said student(s) or faculty member(s) is deemed to be a risk to the Hospitals, its employees, agents or patients or to said student(s). Within twenty-four (24) hours of denying access, the Hospitals will notify the School of this action and the reasons therefore.
7. Certain records and documents maintained by the School and the Hospitals, relating to individual student(s) are governed by the Family Education Rights and Privacy Act of 1974. Both parties agree to protect said records in accordance with said Act.
8. No student shall be discriminated against on the basis of race, creed, age, sex, handicap, veteran status, religion or national origin in any aspect of the Program.
9. Access to closed medical records is prohibited without the written consent of the Hospitals program coordinator or designee for clinical education.
10. No party shall use in any publicity, advertising or news release the name of any other party without the prior written consent of the authorized representative of that other party. In addition, no party shall characterize the nature of the affiliation between the Hospitals and the School in any publicity, advertising or news release without the prior written consent of the authorized representatives of the other party.
11. Nothing contained in this Agreement shall be deemed or construed by the parties, nor by any third party, as creating the relationship of principal and agent, employer and employee or of any partnership, or of joint venture by the parties hereto.

- 12. This agreement supersedes all prior agreements between the parties hereto relating to the subject matter hereof.
- 13. There shall be no assignment of the rights and obligations of any parties to this contract without the other party's written consent.
- 14. This Agreement is executed under and shall be construed in accordance with Illinois law, and the forum for any disputes arising hereunder shall be the circuit courts of Cook County, Illinois.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date referred to above.
**Board of Trustees of Community College
 District No. 508, County of Cook and
 State of Illinois**

SCHOOL _____
 By: *[Signature]*
 Title: CHAIRMAN OF THE BOARD

THE UNIVERSITY OF CHICAGO HOSPITALS
 By: *[Signature]*
 Title: Vice President - Patient Services

Date: APR 14 1999

Date: _____

Patricia A. Beck
 ASSISTANT BOARD SECRETARY
 APPROVED AS TO LEGAL FORM
[Signature]
 GENERAL COUNSEL

ADDENDUM TO AGREEMENT BETWEEN
BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
COUNTY OF COOK AND STATE OF ILLINOIS
AND
UNIVERSITY OF CHICAGO HOSPITALS

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

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 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 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 thirty (30) days from the date of the occurrence, or, if later, within thirty (30) days from the date clinical site becomes aware or reasonably should have become aware of a lawsuit or claim. In no event shall the BOARD indemnify criminal or intentional conduct nor shall the BOARD indemnify CLINICAL SITE for any claims, actions and judgments of any kind in any way caused solely 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 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 CLINICAL SITE under this Agreement.

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

APR 14 1999

Approved as to
Legal Form:

By:


Chairman


General Counsel

Attest:


Secretary

CLINICAL SITE UNIVERSITY OF CHICAGO HOSPITALS

By:



(President, Chief Executive Officer)

Attest: _____