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**ADOPTED
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508**

APR 14 1999

**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 AGREEMENT
NURSING PROGRAM
KENNEDY-KING COLLEGE**

THE CHANCELLOR

REPORTS

that there is a need for facilities in which students enrolled in the Associate Degree Nursing Program at Kennedy-King College can receive clinical experience; and that an Agreement has been negotiated to use facilities at:

- **Englewood Health Center, 641 West 63rd Street, Chicago
(Effective January 1, 1999 to December 31, 1999)**

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

RECOMMENDS

that the Board of Trustees approves the Agreements stating the terms and conditions whereby the facilities will be available to conduct the Nursing Program at Kennedy-King College, and authorizes the Chairman and Assistant Secretary to execute said Agreement on behalf of the Board.

Respectfully submitted,

**Wayne D. Watson
Chancellor**

April 14, 1999

AGREEMENT

This AGREEMENT entered into 29 day of January, 1999,
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 ENGLEWOOD HEALTH CENTER, an Illinois-for-profit
corporation, (hereinafter referred to as the "FACILITY".)

WHEREAS, the BOARD and the FACILITY 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
FACILITY in clinical practice; the FACILITY 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 FACILITY 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 FACILITY will maintain the standards required for approval as a clinical area for
instruction in an accredited program in nursing education.

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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 FACILITY'S clinical areas and the patient care and patient service facilities. The BOARD will submit the Clinical Instruction Plan to the FACILITY'S Education Coordinator not less than two weeks prior to the first day on which students are to be assigned to the FACILITY 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 FACILITY to ensure that the Clinical Instruction Plan continues to meet the goals of the nursing education curriculum and the patient care standards of the FACILITY.

4. In accordance with the Clinical Instruction Plan, the FACILITY will make available and permit the use by the BOARD of the following: patient care; patient service facilities; clinical areas; rooms or areas, ^{as follows} and 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 FACILITY may refuse educational access to its clinical areas to any BOARD personnel who do not meet the FACILITY'S standard for safety, health, or ethical behavior.

5. In addition, the FACILITY will provide the following services to the students and faculty: reasonable use of parking areas made available to members of the FACILITY'S staff.

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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 FACILITY'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 FACILITY. Students will have the status of learners and will not replace members of the FACILITY'S staff. Students will not give service to patients in the FACILITY 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 FACILITY on its employees in connection with patient welfare. The FACILITY 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 FACILITY, staff, and the faculty member.

7. The FACILITY will designate a member of its staff to serve as Education Coordinator. The Education Coordinator will represent the FACILITY in connection with use by the BOARD of the facilities of the FACILITY in carrying out the Clinical Instruction Plan. Members of the FACILITY 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 FACILITY staff, and will not be permitted by the FACILITY if the participation interferes with the duties assigned to the members of the FACILITY. The FACILITY 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 FACILITY unless they are authorized by mutual written consent of the BOARD and the FACILITY.

10. It is mutually agreed and understood that during the term of the Agreement the BOARD will indemnify and hold the FACILITY 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 FACILITY 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 FACILITY gives the BOARD notice of any occurrence arising under this Agreement within thirty ²⁰ (30) days from the date of the occurrence. In no event shall the BOARD indemnify criminal or intentional conduct nor shall the BOARD indemnify FACILITY 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 FACILITY. In the event a demand for representation is made, the BOARD reserves the right to assign legal representation.

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FACILITY 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 FACILITY 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 FACILITY 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

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Additional notification should be sent by regular mail to:

President

Kennedy-King College

and

Chairperson

Department of Nursing

Kennedy-King College

Notices to the FACILITY are to be addressed to:

Ruth Slaughter, RN

Department of Health

333 South State Street, 2nd Floor, Room 2141

Chicago, Illinois 60604

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BOARD OF COMMUNITY COLLEGE DISTRICT NO. 508

COOK COUNTY

STATE OF ILLINOIS

By: [Signature] APR 14 1999
Chairman

APPROVED AS TO LEGAL FORM
[Signature]
GENERAL COUNSEL

Attest: Patricia A Buck
Assistant Secretary

By: Ruth Langston Director Public Health Nursing
Clinical FACILITY

Attest: Zachary Morgan Regional Health Administrator
Clinical FACILITY

Approved as to Legal Form:

General Counsel [Signature]