

21433

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

AUG 5 - 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 AGREEMENTS
NURSING PROGRAM
DALEY COLLEGE**

THE CHANCELLOR

REPORTS

that there is a need for facilities in which students enrolled in the Nursing Program at Daley College can receive clinical experience; and that Agreements have been negotiated to use facilities beginning August 1, 1999 to August, 1, 2000 with automatic renewals at:

- > St. Anthony Hospital, 2875 West 19th Street, Chicago
- > St. Bernard Hospital, 326 West 64th Street, Chicago
- > Little Company of Mary Hospital, 2800 W. 95th St., Evergreen Park

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 Daley College; and authorizes the Chairman and Assistant Secretary to execute said Agreements on behalf of the Board.

Respectfully submitted,

Wayne D. Watson
Chancellor

August 5, 1999

21433 -
AGREEMENT

THIS AGREEMENT entered into this 1st day of August, 1999 by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, a body politic and corporate (hereinafter referred to as the ("BOARD"), on behalf of Daley College, and **Little Company of Mary Hospital** (hereinafter referred to as the ("HOSPITAL^{of "FACILITY"}")). *(KWW)*

WHEREAS THE BOARD and HOSPITAL 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 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 Department of Professional Regulation of the State of Illinois. To implement this program, the BOARD will appoint and provide the necessary faculty members who shall be both qualified teachers and competent registered nurse practitioners. Through such faculty the BOARD will plan and conduct all clinical instruction and 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 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 the 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 or students who do not meet the HOSPITAL'S standards 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 guardian 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.

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 standards 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 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 assignments, 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 BOARD 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 BOARD faculty member. Such participation will be discretionary with the individual members of the HOSPITAL staff, and will not be permitted by the HOSPITAL staff if the participation interferes with the duties assigned to the 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 Nursing education program.

8. The terms of the Agreement shall be from August 1, 1999 to August 1, 2000. This Agreement will automatically be renewed on July 1 of each year for a period of 12 months unless one party sends written notice, by registered mail, to the other prior to July 1, of the year the contract is to be amended or terminated.

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 FACILITY 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 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 terms of this Agreement, provided that the FACILITY 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 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.

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, demands, 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 \$1,000,000/\$3,000,000 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:

The Chancellor
City Colleges of Chicago
226 West Jackson Blvd.
Chicago, IL 60606-6998

Additional notification should be sent by regular mail to:

President
Richard J. Daley College
7500 S. Pulaski Road
Chicago, IL 60652

Director Nursing Program
 Daley College
 7500 S. Pulaski Rd.
 Chicago, IL 60652

Notice to the HOSPITAL is to be addressed to:

Marie Ruff
 Vice President of Patient Care Services
 Little Company of Mary Hospital
 2800 W. 95th Street
 Evergreen Park, Illinois 60642

APPROVED AS TO LEGAL FORM

BY: *Nancy Kelly McKeown*
 Legal Counsel

HOSPITAL

By: *Marie Ruff*

ATTEST: *Jessamine Marissen*

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

BY: *James A. Dyson* AUG 5 - 1999
 VICE Chairman

ATTEST: *Patricia A. Burk*
 ASSISTANT BOARD SECRETARY

[REDACTED]

[REDACTED]

APPROVED AS TO LEGAL FORM
Robert H. [Signature]
 GENERAL COUNSEL

**ADDENDUM TO AGREEMENT BETWEEN
BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
COUNTY OF COOK AND STATE OF ILLINOIS AND
LITTLE COMPANY OF MARY HOSPITAL**

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 FACILITY 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 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 terms of this Agreement, provided that the FACILITY gives the BOARD notice of any occurrence arising under this Agreement within thirty (30) days from the date of the occurrence. ^{or notice of the claim} ^{ML 6-25-99} 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. 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, demands, suits, actions or proceedings brought against FACILITY under this Agreement.

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

By: Thane Ruff

Name:

Title:

James A. Dyson

VICE CHAIRMAN OF THE BOARD

Patricia A. Buck

ASSISTANT BOARD SECRETARY

APPROVED AS TO
LEGAL FORM
GENERAL COUNSEL

21433
AGREEMENT

THIS AGREEMENT entered into this 1st day of August, 1999 by and between the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois, a body politic and corporate (hereinafter referred to as the ("BOARD")), on behalf of Daley College, and St. Bernard Hospital (hereinafter referred to as the ("HOSPITAL")^{or "FACILITY" KWH}).

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President
Richard J. Daley College
7500 S. Pulaski Road
Chicago, IL 60652

Director Nursing Program
 Daley College
 7500 S. Pulaski Rd.
 Chicago, IL 60652

Notice to the HOSPITAL is to be addressed to:

Ronald Campbell
 Vice President of Patient Care
 St. Bernard Hospital
 326 W. 64th Street
 Chicago, Illinois 60621

HOSPITAL

By: *Dr. E. Van... ..*

ATTEST: _____

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

BY: *James A. Dyson*
 VICE Chairman

AUG 5 - 1999

ATTEST: *Patricia A. Burch*
 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
ST. BERNARD HOSPITAL**

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 FACILITY 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 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 terms of this Agreement, provided that the FACILITY 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 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. 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, demands, suits, actions or proceedings brought against FACILITY under this Agreement.

APPROVED AS TO LEGAL FORM
GENERAL COUNSEL

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

AUG 5 - 1998

James A. Dyson
VICE CHAIRMAN OF THE BOARD
Patricia A. Bueh
ASSISTANT BOARD SECRETARY

HOSPITAL

By: *Sister E. Van... Hunter*

Name: ST BERNARD HOSPITAL

Title: *Pres/ceo*