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ADOPTED
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508

FEB 4 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
PRACTICAL NURSING PROGRAM
DAWSON TECHNICAL INSTITUTE
KENNEDY-KING COLLEGE

THE CHANCELLOR

REPORTS

that there is a need for facilities in which students enrolled in the Practical Nursing Program at Dawson Technical Institute can receive clinical experience; and that an Agreement has been negotiated to use facilities at:

Sinai Family Health Centers, 1501 South California, Chicago
(Effective September 1, 1998 to September 1, 2001)

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

RECOMMENDS

that the Board of Trustees approves the Agreement with the Sinai Family Health Centers stating the terms and conditions whereby the facility will be available to conduct the Practical Nursing Program at Dawson; and authorizes the Chairman and Assistant Secretary to execute said Agreement on behalf of the Board.

Respectfully submitted,

Wayne D. Watson
Chancellor

February 4, 1999

CLINICAL FACILITY AGREEMENT

THIS AGREEMENT is entered into this 1st day of Sept, 1998 by and between the Board of Trustees of the Community Colleges District No. 508, County of Cook and State of Illinois, a body politic and corporate (hereinafter referred to as the "BOARD") on behalf of the Health Occupations Careers Practical Nursing Program under the auspices of Kennedy-King College/Dawson Technical Institute, and Sinai Family Health Centers, (hereinafter referred to as the "HEALTH CARE CENTERS"):

WHEREAS, the BOARD and the HEALTH CARE CENTERS acknowledge a public obligation to contribute to the Health Occupations Careers, Practical Nursing Program, for the educational benefit of students and for community needs: The BOARD has established a Day and Evening Practical Nursing Program that requires the educational facilities of the HEALTH CARE CENTERS in clinical practice; the HEALTH CARE CENTERS has facilities suitable for the educational needs in Basic Nursing (Fundamentals), Medical-Gerontological Nursing, Medical-Surgical Nursing, Pediatric Nursing, Obstetrical Nursing, Chemical Rehabilitation and Community Health Nursing. It is to the mutual benefit of both the BOARD and the HEALTH CARE CENTERS 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 Practical Nursing Program eligible for accreditation or certification according to the requirements of 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 evaluation of students.
2. The HEALTH CARE CENTERS will maintain the standards required for approval as a clinical area for instruction in an accredited program in Practical Nursing education.
3. The BOARD will develop a Clinical Instruction Plan designed to meet the educational goals of the Practical Nursing Curriculum. The Clinical Instruction Plan will describe the proposed use by the BOARD of the HEALTH CARE CENTERS' clinical area and patient service facilities. The BOARD will submit the Clinical Instruction Plan to the HEALTH CARE CENTERS Education Coordinator not less than two weeks prior to the first day on which students are to be assigned to the HEALTH CARE CENTERS 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 to ensure that the Clinical Instruction Plan continues to meet the goals of the Practical Nursing education curriculum and the patient care standards of the HEALTH CARE CENTERS.

4. In accordance with the Clinical Instruction Plan, the HEALTH CARE CENTERS will make available and permit the use by the BOARD the following; patient care areas, patient service facilities; clinical areas, rooms or areas as available in which groups of students may hold discussion and receive clinical instruction; supplies and equipment commonly available for patient care; and sources of information for educational purposes.

5. In addition, the HEALTH CARE CENTERS will provide the following services to the students and faculty: reasonable use of parking areas at rates charged to the HEALTH CARE CENTERS' employees, those food services made available to members of the HEALTH CARE CENTER'S staff; 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 student's personal health insurance shall be made available to the HEALTH CARE CENTERS on request. (A copy of the medical history and physical examination provided by the student to the Board upon admission to the Program will be on file at the Board's

Practical Nursing office, Dawson Technical Institute, 3901 South State Street, Chicago, Illinois 60609. Such records include the dates and results of the Chest X-ray or Tine, C.B.C., Urinalysis and Serology, in addition to dates of immunization on boosters for Tetanus, Rubella, Rubeola, and Hepatitis-B, or test results.

6. Students will be assigned to the Practical Nursing education program by the BOARD. The Board agrees that all students assigned will meet both the BOARD'S and the HEALTH CARE CENTER'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 HEALTH CARE CENTERS. Students will not give service to patients in the HEALTH CARE CENTERS apart from that rendered for its educational value as a part of the planned Practical Nursing education program. Students are to remain subject to the authority, policies and regulation of the BOARD, and during periods of clinical assignment, students will be required to observe the regulation imposed by the HEALTH CARE CENTERS on its employees in connection with patient welfare. The BOARD will assign an average of eight (8) students per rotation, unless stipulated by the HEALTH CARE CENTERS. The average number of students assigned will not exceed ten (10) at any one time. Students will be subject to the authority, policies and regulation of the BOARD, however, to the extent applicable, during periods of clinical assignment at the

HEALTH CARE CENTERS, faculty and students are to comply with (1) all policies, procedures, rules and regulations of the HEALTH CARE CENTERS and its professional and administrative staff relating to safety and quality care and (2) all federal, state and local laws, ordinances, rules and regulations governing the provision of health services. The HEALTH CARE CENTERS may resolve any problem situation in favor of the patient's welfare and restrict the students involved to the role of an observer until the incident can be clarified by the HEALTH CARE CENTERS staff, and the faculty member. The HEALTH CARE CENTERS reserves the right, without notice, to deny access to its departments, units, and treatment areas to any student(s) and faculty when, in the sole opinion of the HEALTH CARE CENTERS the student(s) and/or faculty member(s) are deemed to be a risk to the HEALTH CARE CENTERS patients or to other students.

7. The HEALTH CARE CENTERS will designate a member of its staff to serve as Education Coordinator. The Education Coordinator will represent the HEALTH CARE CENTERS in connection with use by the BOARD of the facilities of the HEALTH CARE CENTERS in carrying out the Clinical Instruction Plan. Members of the HEALTH CARE CENTERS may participate in the education of students at the request of the faculty member. Such participation will be discretionary with the individual members of the HEALTH CARE CENTER'S staff, and will not be permitted by the HEALTH CARE CENTERS if the participation

interferes with the regular duties assigned to the members of the HOSPITAL staff. The HEALTH CARE CENTERS will schedule conferences among its staff members and the BOARD faculty members at regular intervals upon request of the BOARD for the purposes of interpreting, discussing and evaluating the Practical Nursing Program.

8. The term of the Agreement shall be from Sept 1st, 1998 to Sept 1st, 2001. This Agreement will be negotiated for a period of 36 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.

9. (a) The terms and conditions or 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 HEALTH CARE CENTERS unless they are authorized by mutual consent of the BOARD and the HEALTH CARE CENTERS.

(b) Notwithstanding paragraph 9(a), in the event of a material breach of one party, the other party may terminate this Agreement by giving the breaching party at the end of the class rotation written notice, by registered mail, of the breach and termination. If, however, the breach is cured to

the satisfaction of the party giving notice within the cure period prior to the termination, the notice of termination shall be without effect.

*Board indemnification
attached &
incorporated
H. Rein
Y.N.W.*

~~10. It is mutually agreed and understood that during the term of this Agreement the BOARD will indemnify and hold the Health Care Centers and its employees, directors, officer, agents and affiliated corporation and such affiliates employees, directors, officers, and agents harmless from all loss, cost expense, injury or damage, including attorney's fees, for personal injury, public liability, and property damage arising directly or indirectly from the use and occupancy of the HEALTH CARE CENTERS' premises and facilities by the BOARD, the BOARD's faculty and by the students of the BOARD.~~

11. The BOARD shall procure and maintain throughout the term of this Agreement and any extensions here of \$1,000,000/3,000,000 Comprehensive Malpractice Insurance for each student enrolled in the Practical Nursing Program. Evidence of this Malpractice Insurance Plan shall be provided to the Hospital upon commencement of this Agreement and upon the date of each extension.

12. The Agreement shall be binding upon and shall inure to benefit of the parties hereto and their respective successors and assigns.

13. In the performance of all work, duties, and obligations, the BOARD and HEALTH CARE CENTERS are at all times independent contractors and, subject to paragraphs 3, 4, and 7 hereof, neither party shall have control of the manner in which the other performs its work and functions. Neither party nor their respective faculty, employees, students or agents shall be or shall claim to be the faculty, employees, students or agents of the other.
14. All medical records of patients treated or observed by the BOARD's faculty or students or otherwise utilized in the Clinical Education Program contemplated hereunder are and shall remain at all times the sole property of the HEALTH CARE CENTERS and may not be copied or removed from the HEALTH CARE CENTERS by the BOARD, its faculty or students without the express written consent of the Education Coordinator appointed by the HEALTH CARE CENTERS pursuant to paragraph 8 hereof. At all times during the term of this agreement and thereafter, the BOARD, and its faculty and students shall protect the HOSPITAL from unauthorized disclosure of all information, records, and data pertaining to the HEALTH CARE CENTERS its patients, staff, facilities and corporate affiliates.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date and year first written above.

15. 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. Joann Horton, President
Kennedy-King College
City Colleges of Chicago
6800 S. Wentworth
Chicago, Illinois 60621

and

Ms. Rhonda Davis, Interim Dean
Dawson Technical Institute
3901 South State Street
Chicago, Illinois 60609

and

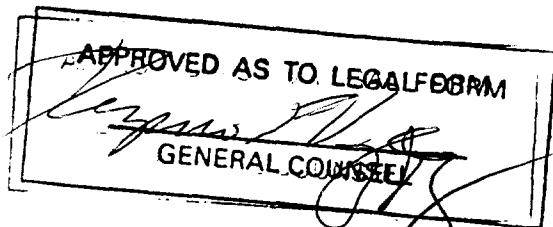
Ms. Mickle Ward-Ellison, RN, MSN
Director, Nursing Related Programs
Dawson Technical Institute
3901 South State Street
Chicago, Illinois 60609

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Notices to the HEALTH CARE CENTERS are to be addressed to:

C. MICHAEL SAVAGE
CHIEF EXECUTIVE OFFICER
SINAI FAMILY HEALTH CENTERS
1501 SOUTH CALIFORNIA
CHICAGO, IL 60608

BOARD OF TRUSTEES OF THE COMMUNITY
COLLEGES, DISTRICT NO. 508, COUNTY
OF COOK AND STATE OF ILLINOIS



BY


CHAIRMAN


FEB 4 - 1999


ASSISTANT BOARD SECRETARY

~~Approved as to~~
~~_____~~
~~_____~~

SINAI FAMILY HEALTH CENTERS

BY


C. MICHAEL SAVAGE
CHIEF EXECUTIVE OFFICER

ADDENDUM TO AGREEMENT BETWEEN
BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508
COUNTY OF COOK AND STATE OF ILLINOIS
AND
SINAI FAMILY HEALTH CENTERS

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 HEALTH CARE CENTERS 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 HEALTH CARE CENTERS 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 HEALTH CARE CENTERS gives the BOARD notice of any occurrence arising under this Agreement within thirty (30) days from the date of the occurrence. Under no circumstances shall the BOARD indemnify criminal or intentional conduct, nor shall the BOARD indemnify HEALTH CARE CENTERS 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 HEALTH CARE CENTERS. In the event a demand for representation is made, the BOARD reserves the right to assign legal representation. HEALTH CARE CENTERS 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 HEALTH CARE CENTERS under this Agreement.

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

FEB 4 - 1999

Approved as to
Legal Form:

By:

[Signature]
Chairman

Attest:

[Signature]
Assistant Secretary

[Signature]
General Counsel

SINAI FAMILY HEALTH CENTERS

By:

[Signature]
CEO

(President, Chief Executive Officer)

Attest: _____