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

JUL 1 - 1999

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

**COUNTY OF COOK
AND STATE OF ILLINOIS**

**CLINICAL FACILITIES AGREEMENT
SURGICAL TECHNOLOGY PROGRAM
MALCOLM X COLLEGE**

THE CHANCELLOR

REPORT

that there is a need for facilities in which students enrolled in the Surgical Technology Program at Malcolm X College can receive clinical experience; and that an Agreement has been negotiated to use facilities at:

- > Rush Presbyterian St. Luke Medical Center, 1700 West Congress Parkway,
Chicago
(Effective June 1, 1999 to August 15, 2002)

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

RECOMMENDS

that the Board of Trustees approves the Agreement stating the terms and conditions whereby the facilities will be available to conduct the Surgical Technology Program at Malcolm X College; and authorizes the Vice Chairman and Assistant Secretary to execute said Agreement on behalf of the Board.

Respectfully submitted,

Wayne D. Watson
Chancellor

July 1, 1999

A G R E E M E N T

THIS AGREEMENT entered into this 5th day of April, 1999 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 Rush Presbyterian St. Luke Medical Center (hereinafter referred to as the "**HOSPITAL**").

WHEREAS, the **BOARD** and the **HOSPITAL** acknowledge a public obligation to contribute to Surgical Technology education for the benefit of students and for community needs; the **BOARD** has established a program in Surgical Technology education; that requires the educational facilities suitable for the educational needs of the **BOARD**'s program in Surgical Technology education; and it is to the mutual benefit of 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 Surgical Technology education program eligible for accreditation or certification according to the requirements of the Department of Registration and Education. To implement this program, the **BOARD** will appoint and provide the necessary faculty members who shall be academically and clinically qualified. 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 Surgical Technology education.
3. The **BOARD** will develop a Clinical Instruction Plan designed to meet the educational goals of the Surgical Technology curriculum. The Clinical Instruction Plan describes 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 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 Surgical Technology 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 who does 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 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 ³⁵ personal health insurance coverage shall be made available to the HOSPITAL on request.

6. Students will be assigned to the Surgical Technology Program by the BOARD. The BOARD agrees that all students assigned will meet both the BOARD's and the HOSPITAL'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 HOSPITAL. Students will have the status of learners and will not replace members of the HOSPITAL's 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 Surgical Technology educational 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 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's faculty members.

7. The BOARD will provide a Clinical Assistant (Certified Surgical Technician) who will provide all instruction and supervision of clinical and laboratory experience and the BOARD is responsible for compensating the Clinical Assistant for service. The Clinical Assistant shall be an employee of Malcolm X College who receives administrative direction from the College and its Clinical Director.

8. The terms of the Agreement shall be from June 1, 1999 to August 15, 2002. This Agreement shall be automatically renewed on April 1st of each year for a period of twelve (12) months, unless one party sends written notice by registered mail, to the other prior to April 1st of the year the contract is to be amended or terminated.

9. The terms and conditions of this Agreement may be amended, or deleted, or new terms added, from time to time, but 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 HOSPITAL 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 or arising out of the use of the HOSPITAL 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 HOSPITAL 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 HOSPITAL 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 HOSPITAL. In the event a demand for representation is made, the BOARD reserves the right to assign legal representation. HOSPITAL 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 HOSPITAL under this Agreement.
11. The BOARD agrees to procure and maintain, through the terms of the Agreement and any extensions hereof \$1,000,000.00/\$3,000,000.00 comprehensive malpractice insurance for each student enrolled in Surgical Technology. Evidence of this malpractice insurance 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:

Wayne D. Watson, Ph.D.
Chancellor
City Colleges of Chicago
226 West Jackson Boulevard
Chicago, IL 60606-6997

Additional notification should be sent by regular mail to:

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

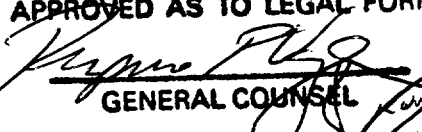
Randall M. Johnson, Ph.D.
Dean of Career Programs
Malcolm X College
1900 West Van Buren Street
Chicago, Illinois 60612

Hospital contact persons name and mailing address:

Marietta McDuffy
Lacy Brown
1900 West Van Buren Street
Chicago, IL 60612
Surgical Technology Program

14. This Agreement supersedes all prior agreements between the parties relating to the subject matter hereof.

IN WITNES THEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

APPROVED AS TO LEGAL FORM

 GENERAL COUNSEL

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

[Redacted]

By: James A. Dyson L [Redacted]
 VICE Chairman JUL 1 - 1999

[Redacted]

Attest: Patricia A. Busk
 Assistant Secretary

RUSH UNIVERSITY COLLEGE OF NURSING

By: Kathleen G. Anderson
 Dean

Attest: _____

SUMMER SEMESTER 1999
SURGICAL TECHNOLOGY 104

	Thursday	
week 1	6/17/99 orientation	
week 2	6/22/99 Tuesday scrubbing gowning and gloving	6/24/99 Thursday scrubbing gowning and gloving back table set-up
week 3	6/22/99 Tuesday scrubbing gowning and gloving back table set-up stocking supplies	7/1/99 Thursday scrubbing gowning and gloving back table set-up stocking and retrieving supplies
week 4	7/6/99 Tuesday timed events	7/8/99 Thursday timed events
week 5	7/13/99 Tuesday ORSPD journals	7/15/99 Thursday ORSPD journals MIDTERM
week 6	7/20/99 Tuesday ORSPD journals	7/22/99 Thursday ORSPD journals
week 7	7/27/99 Tuesday ORSPD journals	7/29/99 Thursday ORSPD journals
week 8	8/3/99 Tuesday ORSPD journals	8/5/99 Thursday ORSPD journals FINALS