

21309

ADOPTED
BOARD OF TRUSTEES OF
COMMUNITY COLLEGE DISTRICT NO. 508

JUN 3 - 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
NURSING PROGRAM
KENNEDY-KING COLLEGE

THE CHANCELLOR

REPORTS

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

- Advocate Health Centers, Inc., 9500 S. Dorchester, Chicago
(Effective August 1, 1999 to August 31, 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 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

June 3, 1999

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT ("AGREEMENT") entered into this ___ day of _____, 199__ by and between KENNEDY-KING COLLEGE (SCHOOL) and ADVOCATE HEALTH CENTERS, INC., an Illinois corporation ("ADVOCATE").

Board of Trustees of Community College
District No. 508, County of Cook and
State of Illinois

WHEREAS, ADVOCATE owns and operates the health facilities ("FACILITIES" or individually, a "FACILITY") listed on Exhibit A hereto;

WHEREAS, School desires to utilize the Facilities for the purpose of providing practical learning and clinical experiences in nursing in connection with students of the School.

NOW, THEREFORE, it is understood and agreed upon by the parties hereto as follows:

A. SCHOOL RESPONSIBILITIES:

1. School shall have the total responsibility for planning and determining the adequacy of the educational experience of students in theoretical background, basic skill, professional ethics, attitude and behavior, and will assign to the Facilities only those students who have satisfactorily completed the prerequisite didactic portion of the School's curriculum.

2. School shall provide Advocate with proof of health insurance coverage for its students who will be on the premises of the Facilities.

3. Each student shall be covered by professional liability insurance with such company and in such form as is acceptable to Advocate. Each student and school faculty shall be covered by professional liability insurance with a commercial insurance carrier, with minimum limits of \$1,000,000/\$3,000,000 if it is a group policy or

\$1,000,000/\$1,000,000 if they are individual insurance contracts. Prior to any student commencing his or her training at the Facilities, School shall deliver to Advocate a Certificate of Insurance, providing that such insurance may not be canceled without sixty (60) days prior written notice to Advocate in the event of cancellation, nonrenewal, or material change. If such insurance coverage for professional liability is on a claims-made basis, or if a claims made policy is canceled, either School or student faculty agrees to purchase the Unlimited Reporting Endorsement with limits of \$1,000,000/\$3,000,000 or \$1,000,000/\$1,000,000 based on the above criteria. If claims made is canceled, or if a self-insurance program is depleted of funds, then the School shall indemnify and hold harmless Advocate, its parents, affiliates, subsidiaries, employees, officers and directors, for any claims, suits or damages resulting from the acts or omissions of its students while engaging in the clinical learning experiences.

Each school faculty shall be covered by general liability insurance with such company and in such form as is acceptable to Advocate. Each student and school faculty shall be covered by general liability insurance with a commercial insurance carrier or a self insurance plan, with minimum limits of \$1,000,000/\$2,000,000. If the general liability coverage is canceled, or if a self-insurance program is depleted of funds, then the School shall indemnify and hold harmless Advocate, its parents, affiliates, subsidiaries, employees, officers and directors for any claims, suits or damages resulting from any injuries or damages sustained by faculty while engaging in the clinical Agreement.

Nothing herein shall be deemed to create an employee-employer relationship between the students and Advocate or the faculty and Advocate, and such students and

faculty are not to be considered as employees of Advocate or any of its affiliates, subsidiaries or parents, or of the Facilities, for the benefits that accrue to or are provided by Advocate and/or the Facilities to their employees, including Workers' Compensation. For purposes of Workers' Compensation, faculty shall therefore be considered to be employees of the School. In the event that Workers' Compensation coverage is not provided in accordance with the Agreement, if the Workers' Compensation coverage is canceled, or if a self-insurance program is depleted of funds, then the School shall indemnify and hold harmless Advocate, its parents, affiliates, subsidiaries, employees, officers and directors for any claims, suits or damages resulting from any injuries or damages sustained by its faculty while engaging in the clinical Agreement.

Provided further, in the event insurance coverage is not provided or is canceled, Advocate may terminate the Agreement.

4. School will provide Advocate with the objectives of the course at least two weeks prior to the first day of the clinical learning experience. The clinical instruction plan should be the result of prior communication between the parties and must reflect the mutual agreement of the parties.

5. School will provide Advocate with the names and credentials (evidence of current Illinois licensure is required for Registered Nurse (RN) and graduate students) of the faculty and students who will participate in the clinical activities at least two (2) weeks prior to the first day the students shall be at the Facilities.

6. School will provide Advocate with adequate proof of its licenses and/or certifications (including, but not limited to, any city, state or federal licenses, certificates,

registrations and certifications from any regional or national accreditation body) establishing School as a place of higher learning, if requested.

7. School will designate a faculty member to coordinate and act as the liaison person with Advocate and the Facilities. The assignments to be undertaken by the students participating in the educational program will be mutually arranged and a continuous exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances.

8. The School shall notify each student prior to his arrival that he/she is responsible for:

- a. Following the administrative policies, standards, and practices of Advocate and each Facility at which he/she will be located.
- b. Obtaining medical care at his/her own expense for any injuries sustained as a direct or indirect result of their affiliation with Advocate.
- c. His/her own transportation and living arrangements.
- d. Reporting to the Facility at which he/she shall be located on time and following all established regulations during the regularly scheduled operating hours of such Facility.
- e. Conforming to the standards and practices established by the School while functioning in the Facilities.

- f. Obtaining prior written approval of Advocate and the School before publishing any material relating to the clinical learning experience.

B. RESPONSIBILITIES OF ADVOCATE AND/OR THE FACILITIES:

1. Subject to the provisions of Section C.2 of the Agreement, Advocate agrees to make the appropriate facilities at the Facilities available to the School in order to provide supervised clinical experience to students. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of the Agreement and conforming to the customary procedures at each of the Facilities.

2. - Students are to remain subject to the authority, policies, and regulations imposed by the School and, during periods of clinical assignment, students will be subject to all rules and regulations of Advocate and the Facilities and imposed by Advocate and the Facilities on their employees with regard to following the administrative policies, standards, and practices of the Facilities.

3. In any situation in which, in the sole opinion of Advocate, a patient's welfare or operation of a Facility may be adversely affected, Advocate may take immediate corrective measures without prior consultation with School, but shall notify School immediately thereafter. In any situation not involving patient welfare, in which a student is not performing satisfactorily, in Advocate's opinion, resolution will involve mutual agreement of the parties.

4. While in the Facilities, students will have the status of learners, are not to replace the staff of the Facilities, and are not to render service except as identified for

educational value and delineated in the jointly planned educational experiences. Any such direct contact between a student and a patient shall be under the proximate supervision of a member of the staff of the Facilities and School. The Nursing Department or other appropriate personnel of the Facilities shall at all times remain responsible for patient care.

5. Emergency outpatient treatment will be available to students while in the Facilities for clinical training in case of accident or illness; however, neither Advocate nor the Facilities shall not bear the cost of the emergency treatment.

6. Advocate shall designate and submit in writing to the School, the name and professional and academic credentials of a person at each Facility who shall be responsible for coordinating the clinical placements, herein referred to as "Clinical Experience Coordinator". That person shall maintain contact with the School designated liaison person to assure mutual participation in and surveillance of the clinical program.

7. Advocate shall notify the School in writing of any change or proposed change of the Clinical Experience Coordinator.

8. Advocate shall, on reasonable request, permit the inspection of its clinical facilities located at the Facilities, services available for clinical experiences, and such other items pertaining to the clinical learning experiences by representatives of the School or agencies, or both, charged with responsibility for approval of the facilities or accreditation of the curriculum.

9. Advocate shall, at the commencement of a student's placement, provide the student a thorough orientation as to the Facilities' administrative policies, standards and practices relevant to the clinical placement.

C. JOINT RESPONSIBILITIES:

1. The course of instruction will cover a period of time as arranged between the School and Advocate. The beginning dates and length of experience shall be mutually agreed upon by the School and Advocate.

2. The number of students eligible to participate in the clinical placement will be mutually determined by agreement of the parties and may be altered by mutual agreement. - Notwithstanding the foregoing, Advocate and School agree and understand that the availability of clinical placements in the Facilities during the term of the Agreement may periodically be affected by factors such as competing requests for clinical placements from schools affiliated with Advocate, the Facilities' occupancy level, closure of patient care units, or other unforeseeable events. In the event of such events, Advocate may reduce the number of students eligible to participate in the clinical education program without the consent of School. Advocate agrees further to accommodate students of School who are similarly displaced from other clinical affiliates of School to the extent that clinical space is available in the Facilities.

3. It is agreed by both parties that there shall be no discrimination on the basis of race, religion, creed, sex, age, handicap, national origin or any other legally prohibited factor.

4. Evaluation of the clinical learning experiences of the students will be accomplished jointly by School and Advocate. Regular communication will be jointly maintained by appropriate School and Advocate staff for the purpose of reviewing and evaluating current clinical experiences being offered to students.

5. The terms and conditions of the Agreement may be amended by written amendment to the Agreement signed by both parties.

D. TERM OF AGREEMENT:

Run The term of the AGREEMENT shall be for sixty (60) months, to commence on *AUGUST 1, 1999* and terminate on *31,* August 2002. In the event that the 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.

E. ADDITIONAL TERMS:

1. Students of School desiring to participate in independent study programs at a Facility shall submit a summary outline and timetable for the proposed independent study program to such Facility designated Clinical Experience Coordinator. The proposed independent study program must be approved by both the School and Advocate prior to a student commencing such a program. Advocate shall designate a preceptor for each student engaged in an independent study program. All other terms and conditions of the Agreement which are not inconsistent with those set forth in this Article shall apply to independent study clinical experiences.

21309

2. The Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, all on the day and year first set forth above.

Board of Trustees of Community College
District No. 508, County of Cook and
State of Illinois

(SCHOOL)

By: James A. Dixon JUN 3 - 1999

Name: _____

Title: **VICE CHAIRMAN OF THE BOARD**

Patricia A. Buck
ASSISTANT BOARD SECRETARY

ADVOCATE HEALTH CENTERS, INC.

By: Pankaj H. Patel MD

Name: PANKAJ H. PATEL MD

Title: MEDICAL DIRECTOR

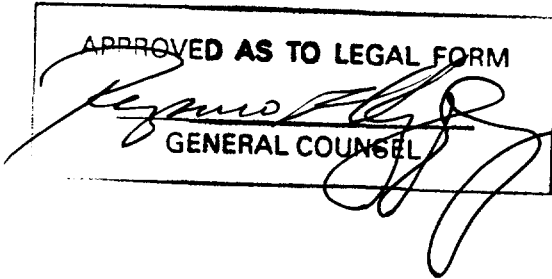


EXHIBIT A

FACILITY	ADDRESS
Lincoln Park	2400 N. Sheffield, Chicago, Illinois 60614
Sykes	2545 S. Martin Luther King Drive, Chicago, IL 60616
Orland Park	29 Orland Square Drive, Orland Park, IL 60462
Beverly Center	9831 S. Western Avenue, Chicago, IL 60643
Logan Square	2511 N. Kedzie Boulevard, Chicago, IL 60647
North Riverside	7515 W. Cermak Road, North Riverside, IL 60546
Evergreen I	9435 S. Western Avenue, Chicago, IL 60620
Evergreen II	2314 W. 95th Street, Chicago, IL 60643
Ford City	4901 W. 79th Street, Burbank, IL 60459
Oak Park	6434 W. North Avenue, Chicago, IL 60635
Schaumburg	1931 Meacham Road, Second Floor, Schaumburg, IL 60173
River Oaks	80 River Oaks, Suite 700, Calumet City, IL 60409
Southeast	2301 E. 93rd, Chicago, IL 60617
Hyde Park	1525 E. Hyde Park Boulevard, Chicago, IL 60615