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ADOPTED  
BOARD OF TRUSTEES OF  
COMMUNITY COLLEGE DISTRICT NO. 508

JUL 6 - 2000

COUNTY OF COOK  
AND STATE OF ILLINOIS

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

NURSING ASSISTANT PROGRAM  
WRIGHT COLLEGE

THE CHANCELLOR

REPORTS

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

- Swedish Covenant Hospital, 5145 N. California, Chicago  
(Effective June, 2000 to June, 2001 with annual renewals)

RECOMMENDS

that the Board of Trustees approves the Agreement with Swedish Covenant Hospital stating the terms and conditions whereby the facility will be available to conduct the CNA Program at Wright 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 6, 2000

## AGREEMENT

This agreement entered into this 3<sup>rd</sup> day of May 2000 by and between the Board of Trustees of the Community College District N. 508, County of Cook and State of Illinois, a body politic and corporate hereinafter referred to as the "BOARD" and Swedish Covenant Hospital hereinafter referred to as the "CLINICAL PROVIDER".

WHEREAS, the BOARD and the CLINICAL PROVIDER acknowledge a public obligation to contribute to education for the benefits of students and for community needs;

WHEREAS, the BOARD has established continuing education Programs that requires the educational facilities of the CLINICAL PROVIDER in clinical practice;

WHEREAS, the CLINICAL PROVIDER has facilities suitable for the educational needs of the BOARD'S program,

WHEREAS, it is the mutual benefit of both the BOARD and the CLINICAL PROVIDER that students have opportunities for clinical education as students and future practitioners;

NOW, THEREFORE, to further and accomplish the purposes set forth above, it is agreed as follows;

1. The BOARD shall assume full responsibility for offering educational training programs, hereinafter referred to as THE PROGRAMS, eligible for accreditation according to the requirements of the Illinois Community College Board, the Illinois Department of Public Health, and other accrediting agencies. To implement the PROGRAMS, the BOARD will appoint and provide the necessary instructors who shall be academically and clinically qualified. Through these instructors, the BOARD will plan and conduct the instruction and evaluation of students. Instructors provided by the BOARD are not, and shall not be considered for any purposes, employees or agents of the CLINICAL PROVIDER at the time they are functioning as instructors.
2. The CLINICAL PROVIDER will maintain the standards required for approval as a clinical area for instruction in accredited programs.
3. The BOARD will develop a Clinical Instruction Plan designed to meet the educational goals of the PROGRAMS. This Plan will describe the proposed use by the BOARD of the CLINICAL PROVIDER'S clinical areas, patient care and patient service facilities. The BOARD will submit a

22075

Clinical Instruction Plan to the CLINICAL PROVIDER not less than four weeks prior to the first day in which students are to be assigned for training. Details of the Plan may be modified from time to time thereafter by mutual agreement of the BOARD and the CLINICAL provider to ensure that the Instruction Plan continues to meet the goals of the PROGRAMS and the care standards of the CLINICAL PROVIDER.

4. In accordance with the Clinical Instruction Plan, the CLINICAL PROVIDER will make available and permit the use by the BOARD of the following: patient care and patient services, supplies and equipment commonly available for patient care, and sources of informational for educational purposes; provided that the CLINICAL PROVIDER may refuse access to its patient care areas to who do not meet, in the CLINICAL PROVIDER'S sole discretion, standards for safety, conduct or ethical behavior. The BOARD recognizes that the clinical provide retains the responsibility for the quality of patient care and the BOARD agrees that its instructors and students shall conduct themselves in conformity with the By-Laws, Rules, Regulations and policies of the CLINICAL PROVIDER at all times.
5. The BOARD guarantees the CLINICAL PROVIDER of the malpractice insurance for all students and instructors participating in the PROGRAMS in the amount of \$1,000,000/\$3,000,000. Said policies shall be furnished to the CLINICAL PROVIDER prior to the commencement of the program.
6. Students will be assigned to the PROGRAMS by the BOARD. The number of students will be mutually agreed upon by the BOARD and the CLINICAL PROVIDER. The BOARD shall be responsible for each student and instructor's good physical health and provide satisfactory evidence to the CLINICAL PROVIDER that the instructors and diseases. Students will have the status of learners, will not replace members of the CLINICAL PROVIDER'S staff and receive no compensation for services rendered during the course of the PROGRAMS. Students will not give service to patients of the CLINICAL provider apart from the PROGRAMS. Students are to remain subject to the authority, policies and regulations of the BOARD. Students are not, and shall not be, considered employees of the CLINICAL PROVIDER. The CLINICAL PROVIDER shall not be responsible for the payment of any benefits that a student may be entitled to under the Illinois Workmen's Compensation Act.
7. It is mutually agreed and understood that during the term of the Agreement, the BOARD will indemnify and hold the CLINICAL

PROVIDER harmless from all claims, actions, and judgements, including attorney's fees, costs, interest and related expenses for personal injury, public liability, property damage and loss caused by or arising out of the use of the CLINICAL PROVIDER premises and facilities by the BOARD, by the BOARD'S Instructors and by the students of the BOARD, committed or occurring during the term of this Agreement provided that the CLINICAL PROVIDER 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 the CLINICAL PROVIDER for any claims, actions and judgments of any kind in any way cause by relating to or arising out of any act, conduct or omission in the part of any employee, agent or servant of the CLINICAL PROVIDER. In the event that a demand for representation is made, the BOARD reserves the right to assign legal representation. The CLINICAL PROVIDER agrees to cooperate fully with the BOARD in providing any documents, witnesses and/or other information relevant to the BOARD'S assumption of defense and in defense of any claims, demands, suits, actions or proceedings brought against the CLINICAL PROVIDER under this agreement.

8. The term of this Agreement shall be from June, 2000 to June, 2001. This Agreement will be renewed automatically each successive year on January 1, for a period of twelve months unless one party sends written notice, by registered mail to the other prior to September 1. Notwithstanding the foregoing, either party may terminate this Agreement, with or without cause, ninety (90) days prior after written notice to the other party. In addition, this Agreement may be terminated by the other party upon the giving of thirty (30) days written notice setting forth such breach, unless such breach is cured or acting to cure such breach is promptly initiated within such thirty (30) day period and diligently continued to resolution.
9. The terms and conditions of the Agreement may be amended, deleted, or added to from time to time, but it is understood that no such changes additions or deletions shall be binding upon the board or the CLINICAL PROVIDER unless they are authorized by written consent of the BOARD and the CLINICAL PROVIDER.
10. This Agreement is not assignable in whole or in part by either party without prior written consent of the other party. Notwithstanding the foregoing, the CLINICAL PROVIDER may assign this Agreement to an affiliate, successor or parent corporation.
11. All notices required hereby are to be sent by prepaid registered mail with a return receipt requested, and effective upon receipt.

Amendments to Wright College Agreement:  
5/16/00

Section 4.

Amend the first sentence to read as follows: (italics added to denote changes within sections)

“In accordance with the Clinical Instruction Plan, the CLINICAL PROVIDER will make available and permit the use by the BOARD of the following: patient care and patient services, supplies and equipment commonly available for patient care, and sources of *information* for educational purposes; provided that the CLINICAL PROVIDER may refuse access to *its* patient care areas to *those* who do not meet, in the CLINICAL PROVIDER’s sole discretion, standards for safety, conduct or ethical behavior.

The last sentence should be amended as follows:

“ The BOARD recognizes that the *CLINICAL PROVIDER* retains the responsibility...”

Section 5.

The following language should be added to this section:

*“The malpractice insurance may not be canceled without ten (10) days prior written notice to CLINICAL PROVIDER. The CLINICAL PROVIDER should be listed as an additional insured under the malpractice policy.”*

Section 6.

Delete the second sentence and replace it with the following:

*“The Board shall provide CLINICAL PROVIDER with proof of health insurance coverage for its students and instructors who will be on CLINICAL PROVIDER premises. The BOARD shall provide CLINICAL PROVIDER with name, health status report, and evidence of coverage under health and liability insurance at least two (2) weeks before the beginning date of the elective experience. The BOARD shall submit proof of health status report of all individuals who will provide Services to the CLINICAL PROVIDER that will include the following: health clearance including a TB test; proof of immunity to Rubeola and Rubella; documentation of Hepatitis B status; and OSHA certification with respect to infection control. CLINICAL PROVIDER will provide OSHA training if student has not received prior training. The requirements of the CLINICAL PROVIDER are attached as Exhibit A.”*

22075

**Section 7.**

Change the tense of the word "cause" to "caused" in the second sentence:

"In no event shall the BOARD indemnify...in any way *caused* by relating to or arising out of any act..."

22075

EXHIBIT A

If these items are not covered in the health status report they must be reported separately:

1. Health clearance that includes a TB test (if TB test is positive, a chest x-ray)
2. Proof of immunity to Rubeola and Rubella
3. Documentation of Hepatitis B status (This would include documentation of having received the Hepatitis B vaccine series).
  - a. If the student or instructor is a known Hepatitis B carrier there must be documentation that the individual has had appropriate training.

Other Documentation of Training:

1. OSHA certification (infection control). CLINICAL PROVIDER will provide training if student has not received prior training.