

**RESOLUTION #: 2018-09**

**A RESOLUTION AUTHORIZING THE WOODSTOCK FIRE/RESCUE DISTRICT TO ENTER INTO A CLINICAL AFFILIATION AGREEMENT WITH THE MCHENRY COUNTY COLLEGE**

**WHEREAS**, the Woodstock Fire/Rescue District (the "District"), located in McHenry County, Illinois, is a fire protection district duly incorporated under the laws of the State of Illinois (70 ILCS 705/1) et. seq.; and

**WHEREAS**, the District desires to enter into an intergovernmental agreement with McHenry County College for the provision of clinical time by the District for EMS students.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Woodstock Fire/Rescue District, McHenry County, Illinois, as follows:

1. That the Woodstock Fire Rescue District approves the Contract attached hereto as Ex A; and
2. Directs the President and Secretary to execute the Contract and tender it to the McHenry County College for its acceptance.

This Resolution shall be in full force and effect immediately upon its passage.

**PASSED** by the Board of Trustees of the Woodstock Fire/Rescue District, McHenry County, Illinois, and approved this 20<sup>th</sup> day of December, 2018.

AYES: 5

NAYES: 0

ABSENT: 0

APPROVED: Robert A. Kristensen  
President, Robert A. Kristensen

ATTEST: Kenneth Marunde  
Secretary, Kenneth Marunde

## CLINICAL AFFILIATION AGREEMENT

between

**MCHENRY COUNTY COLLEGE**

and

Woodstock Fire/Rescue District

**THIS AGREEMENT** is made on this date 12/20/18 by and between McHenry County College (“the College”) and Woodstock Fire/Rescue Dist (“the Affiliate”), hereinafter collectively referred to as (“the Parties”).

**WHEREAS**, it is to the mutual benefit of the Parties to provide clinical experience for students enrolled in certain programs of the College.

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

**I. Purpose:** the purpose of this Agreement shall be to provide clinical experience to students enrolled in the College’s EMT and paramedic program(s).

A. Consideration for this Agreement shall consist of the mutual promises contained herein. The Parties agree that monetary compensation shall neither be expected nor received by either party.

B. The Affiliate shall provide the following site(s) for the clinical experience:

435 E Judd St, Woodstock, IL; 1325 Dean St, Woodstock, IL;  
2900 N Raffel Rd, Woodstock, IL

and ambulances affiliated with licensed EMS personnel recognized to provide supervision of EMS students under the direction of the McHenry Western Lake County EMS System.

C. The specific clinical experience to be provided students and objectives are attached as Exhibit A.

**II. Terms and Conditions:**

A. Term - the term of this Agreement shall be five years commencing September 1, 2017, and ending August 31, 2022. In the event of a breach of any of the terms or conditions of this Agreement, either party may terminate this Agreement upon giving 14 days’ written notice to the other party. <sup>Either Party</sup> The College may terminate this Agreement for any or no reason at all upon 30 days’ written notice to the <sup>other party</sup> Affiliate. A termination of this Agreement shall have no effect on students receiving clinical experience during the current academic term. This Agreement may be renewed with written approval of all Parties for a total term of up to five years.

B. Placement of Students - As mutually agreed between the Parties, the College will place an appropriate number of students in the clinical experience each academic term.

C. Discipline - While enrolled in the clinical experience, students (and faculty, if applicable), will be subject to applicable policies and regulations of the College and

the Affiliate. The Affiliate shall provide students and the College the Affiliate's applicable policies and regulations. The College has the right to remove a student from the clinical experience. The Affiliate may immediately remove any student participating in the clinical experience from the Affiliate's premises for behavior that the Affiliate deems to be an immediate threat to the health or welfare of its patients, staff members, visitors, or operations. In such event, the Affiliate shall notify the College in writing of its actions and the reasons for its actions as soon as practicable. If the Affiliate desires to remove a student for any other reason, it shall notify the College in writing of the reasons for the removal and shall consult with the College before removing the student.

D. Specific Responsibilities - The following duties shall be the specific responsibility of the designated party (College and/or Affiliate):

- i. College shall be responsible for the selection of students to be in the clinical experience.
- ii. The Affiliate staff shall provide an orientation to the students prior to beginning the clinical experience.
- iii. The College shall be responsible for scheduling training activities for students.
- iv. The Affiliate shall be responsible for supervising students at all times while present on the Affiliate's premises and/or ambulances for the clinical experience.
- v. Affiliate clinical preceptors and the College shall evaluate the performance of individual students as appropriate.
- vi. The Affiliate shall retain complete responsibility for patient care and providing adequate supervision of students (and faculty, if applicable) at all times.
- vii. The Affiliate shall maintain a sufficient level of staff employees to carry out regular duties. Students will not be expected nor allowed to perform services in lieu of staff employees.
- viii. The Affiliate shall provide emergency medical treatment to students (and faculty, if applicable) if needed for illness or injuries suffered during the clinical experience. Care, treatment and/or examination shall be provided at the student's (or faculty member's) own expense or billed to the student's (or faculty member's) medical or hospitalization insurance plan.
- ix. The Affiliate shall maintain all applicable accreditation requirements and certify such compliance to the College or other entity as requested by the College. The Affiliate shall also permit authorities responsible for accreditation of the College's curriculum to inspect the Affiliate's clinical facilities and services as necessary.
- x. The College shall provide health and immunization records of students (and faculty, if applicable) upon request by the Affiliate.

- xi. The College shall establish a procedure for notifying the Affiliate if a student (or faculty member, if applicable) is/are unable for any reason to report for clinical training.
- xii. Affiliate shall procure and maintain the insurance coverages provided below. All specified insurance shall be obtained from insurance companies licensed to conduct business in Illinois and with an A.M. Best rating of at least A / XV. All specified policies shall by endorsement incorporate a provision requiring thirty days' written notice to the College prior to the cancellation, non-renewal or material modification of any such policies. The Affiliate shall provide Certificates of Insurance, declarations, policies, and endorsements to the College, upon execution of this Agreement.

#### General Liability

Commercial General Liability insurance with policy limits of not less than One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage. The policy shall be properly endorsed to list the College and its governing board, individual board members, officers, employees, agents, students, and representatives as additional insureds. Coverage shall by endorsement be primary and non-contributory to any insurance written or available to the College.

#### Professional Liability

Professional Liability insurance covering all negligent acts, errors and omissions of the Affiliate in its performance of professional services, with policy limits of not less than One Million Dollars (\$1,000,000) in the aggregate. Such coverage shall be carried on a claims-made basis.

- xiii. Affiliate shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232(g), otherwise known as FERPA or the Buckley Amendment (the "Act"), and shall take all measures necessary to ensure the confidentiality of any and all information in its possession regarding the College's students enrolled in the clinical experience pursuant to this Agreement. The Affiliate agrees to indemnify, defend and hold harmless the College and its governing board, individual board members, officers, employees, agents, and representatives from any liability, damages, claims actions, causes of actions, demands judgments or awards of whatsoever kind or nature, arising out of any failure by the Affiliate or its officers, employees or agents to abide by the Act or its implementing regulation
  - xiv. The Affiliate shall designate and submit in writing to the College, the name and professional and academic credentials of the individual(s) overseeing the clinical experience. If applicable, the Affiliate shall notify the College in writing of any change or proposed change to the individual(s) overseeing the clinical experience.
- E. Mutual responsibilities - the Parties shall cooperate to fulfill the following mutual responsibilities:

- i. Each party shall comply with all federal, state and municipal laws, advice, rules and regulations which are applicable to the performance of this Agreement.
- ii. HIPAA Requirements: To the extent required by federal law, the Parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including without limitation, the federal privacy regulations, the federal security standards, and the federal standards for electronic transactions, all collectively referred to herein as "HIPAA Requirements." The Parties agree not to use or further disclose any Protected Health Information or Individually Identifiable Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement. Each party will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.
- iii. Background Checks: If criminal background checks of students are required by the Affiliate, the College shall notify students of this requirement prior to enrollment in the program or as soon as the requirement is known. Students will be informed by the College that the check must be completed within the 60-day period immediately prior to the student's initial clinical placement. It shall be the student's responsibility to make timely arrangements for the background check and to pay all costs associated with such checks. If criminal background checks are required for College faculty or staff, it shall be the College's responsibility to arrange for the background check, to pay all costs associated with such checks and to provide the results to the Affiliate. It shall be the responsibility of Affiliate to set the eligibility standards for participation and to evaluate the results of the background checks. If Affiliate determines that a student or faculty /staff member shall not participate at its facility, Affiliate shall so notify that individual and the College. If a College faculty/staff member is also an employee of Affiliate or is an employee at another hospital, health care facility or health care organization, Affiliate will allow the faculty/staff member to provide on-site supervision and instruction for its clinical program without the necessity of undergoing an additional background check. Recognizing that students enrolled in the paramedic program at College will potentially participate in multiple clinical placements at multiple facilities, Affiliate agrees to accept the results of the background check done prior to the student's initial clinical placement if the student maintains continuous enrollment in the health care program and if the results of the background check are archived by the background check agency. College shall inform students or faculty/staff members excluded from clinical placement on the basis of a criminal background check of any review or appeal process available.
- iv. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Affiliate or the College.

- v. Any courtesy appointments to faculty or staff by either the College or the Affiliate shall be without entitlement of the individual to compensation or benefits from the appointing party.
- vi. The Parties agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11.246, the Americans with Disabilities Act of 1990, and the related regulations to each. Each party assures that it will not discriminate against any individual including but not limited to, employees or applicants for employment and/or students because of race, religion, creed, color, sex, age, disability, veteran status or national origin.
- vii. The confidentiality of patient records shall be maintained at all times.

**III. Miscellaneous Terms** - The following terms shall apply in the interpretation and performance of this Agreement:

- A. Each party to this Agreement shall indemnify, defend, and hold harmless the other party and its governing board, individual board members, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all claims, demands, losses, liabilities, damages, penalties, and fines, including reasonable attorneys' fees and court costs, to the extent arising from any negligent act or omission of the indemnifying party, and to the extent arising from any breach of this Agreement by the indemnifying party.
- B. This Agreement in no way shall be interpreted as creating an agency or employment relationship between the Parties.
- C. This Agreement may not be assigned without the prior written consent of the other party.
- D. This Agreement supersedes any and all other agreements, either oral or written, between the Parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the Parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the Parties
- E. If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue valid and enforceable to the fullest extent permitted by law
- F. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either party may request, in the case of the College, by notifying the Affiliate, and in the case of the Affiliate, by notifying the College:

If to the Facility:

Woodstock Fire/Rescue District  
435 E Judd Street  
Woodstock, IL 60098

Attention: Chief Michael Hill  
Facsimile: 815-334-2010  
Telephone: 815-338-2621

With a Copy to:

Affiliate Legal Counsel at:

Zanck, Coen, Wright & Saladin, P.C.  
40 Brink Street  
Crystal Lake, IL 60014

Attention: Tom Zanck  
Facsimile:  
Telephone: 815-459-8800

If to the College:

McHenry County College  
8900 US Highway 14  
Crystal Lake, IL 60012  
Attention: \_\_\_\_\_  
Facsimile:  
Telephone:

With a Copy to:

The College Legal Counsel at:

Samuel B. Cavnar  
Robbins Schwartz  
55 W. Monroe #800  
Chicago, IL 60603  
(312) 332-7768 (fax)

or to such other addresses as the Parties may specify in writing from time to time.

- G. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois, without regard to the conflict of laws provisions thereof, and Woodstock, Illinois in McHenry County shall be the sole and exclusive venue for any legal proceedings arising out of or in connection with this Agreement.
- H. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.
- I. This Agreement shall inure exclusively to the benefit of and be binding upon the Parties hereto and their respective successors, assigns, executors and legal representatives.

Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers on the date last written below.

For and on behalf of:

Woodstock Fire/Rescue District  
\_\_\_\_\_  
[INSERT Affiliate Name]

McHenry County College

Printed Name: Robert A. Kristensen  
\_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: President - Board of Trustees  
\_\_\_\_\_

Title: \_\_\_\_\_

Date: 12/20/18  
\_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A**

[INSERT description of clinical experience]