



# Board of Commissioners of Cook County

118 North Clark Street  
Chicago, IL

## Legislation Text

---

**File #:** 14-0607, **Version:** 1

---

### PROPOSED AGREEMENT

**Department:** Cook County Medical Examiner

**Other Part(ies):** Des Moines University, Des Moines, Iowa

**Request:** authorization for Cook County on behalf of the Medical Examiner's Office to enter into and execute a clinical education agreement with Des Moines University (DMU) students.

**Goods or Services:** The purpose of this Agreement is to set forth in writing the understanding of the parties as to the cooperative efforts of the parties in the education and instruction of DMU's undergraduate students. DMU desires to affiliate with Clinical Site to provide students an active clinical experience. DMU believes it can achieve this goal with the Clinical Site.

**Agreement Number(s):** N/A

**Agreement Period:** 4/1/2014 - 3/31/2017

**Fiscal Impact:** Revenue Generating.

**Accounts:** N/A

**Summary:** IV. Clinical Site Agrees:

- A. to designate a program director from its professional staff who will be in charge of the student training and will serve as the site's liaison to the senior associate dean for clinical affairs within the College of Osteopathic Medicine.
- B. to provide teaching and full time supervision of clinical activities of students by fully accredited physicians and/or specialty residents appropriate to the service students are assigned to.
- C. to determine the content and educational experience of the rotation based on the College of Osteopathic Medicine's clinical rotation guidelines, the site's clinical needs and patient availability at the site and the clinic expertise of the student. The program director or designee will provide orientation regarding the site's expected policies/procedures and provide a duty schedule for the student either upon or prior to the student's arrival to the Clinical Site.
- D. to provide a complete evaluation and rating of the student's performance on a specified time basis as outlined in the College of Osteopathic Medicine 's clinical clerkship guidelines. A grade will also be determined by the faculty in accordance with clerkship guidelines.

- E. to allow each student to critique the clinical experience received on each rotation at the Clinical Site.
  - F. to participate in a survey or clinical site visit by a representative of the College of Osteopathic Medicine to obtain information as needed for activities related to the accreditation of the College.
  - G. that students will not be treated as or considered employees of Clinical Site nor are students eligible for worker 's compensation as they are not employees of Clinical Site or the College of Osteopathic Medicine.
  - H. that Clinical Site at its sole cost and expense shall procure and maintain in full force and effect throughout the term of this Agreement such policies as general liability, professional liability and other insurances as shall be necessary to insure Clinical Site, its employees and agents against claim or claims for damages arising by reason
- v. DMU Agrees:
- A. that the senior associate dean for clinical affairs will represent the College of Osteopathic Medicine in all matters of this contract and serve as liaison to Clinical Site.
  - B. in cooperation with Clinical Site's program director or designee, will appoint qualified physicians participating in the program as clinical faculty members. Such individuals shall be available at all times for consultation to students who are participating in the clinical experience.
  - C. and warrants that all students participating in a clinical experience shall have successfully finished pre-clinical courses and shall be in the third or fourth year of medical education. Any exception must be approved by the dean of the College of Osteopathic Medicine and Clinical Site administration.
  - D. that individual letters of good standing will be sent to Clinical Site by the College of Osteopathic Medicine for each student rotating at Clinical Site.
  - E. that each student will furnish proof of personal health insurance and verification of immunizations to include: Tuberculosis or chest x-ray, Rubeola, Rubella, Hepatitis B, Varicella and Tetanus to Clinical Site prior to rotation.
  - F. to acknowledge that Clinical Site or any of its clinical settings will have no responsibility for the health care needs of students except on an emergency basis and with prompt notification to the College of Osteopathic Medicine. DMU further acknowledges that the University is not responsible for the health care needs of the students and that without proof of personal health insurance students will not be allowed to leave campus for clinical rotations.
  - G. that each student will furnish a certificate of training as required by OSHA to Clinical Site prior to the rotation and upon request by Clinical Site and each student shall be responsible for getting a personal respiratory equipment fitting prior to his/her clinical rotation, and supplying this information to the Clinical Site.
  - H. to assure Clinical Site that upon request students will provide proof to Clinical Site that they have current CPR

Professional Certification - two-man-CPR (American Heart Association BLS, American Red Cross or Equivalent Standard).

- I. that each student has obtained a criminal background check prior to leaving campus for rotations. The College of Osteopathic Medicine will be the central repository for all files concerning criminal background checks of its students and shall be responsible to report any criminal acts in writing to Clinical Site before students report for rotation. Any failure to do this will negate the rotation and agreement between the University and Clinical Site.

Any additional background checks required by Clinical Site are the responsibility of the student to obtain and all costs related to the additional background checks are that of the student as well.

- J. to keep in force professional liability insurance coverage for all of its students on assignment to Clinical Site with limits of \$2 million each claim and \$4 million aggregate covering students and the University. The students must be approved and assigned by the College of Osteopathic Medicine's Clinical Affairs Department to activate this coverage. The University is not responsible for liability coverage for the Clinical Site or its employees and upon request Clinical Site, the University will deliver copies of such policy to that party prior to or upon execution of this agreement and any modifications, extensions or renewals or such policies prior to or upon each anniversary date of this agreement thereafter. The University agrees to notify the other parties to this agreement immediately upon notification from the insurance carrier that a policy will be cancelled.
- K. to keep in force general liability insurance coverage for all of its students on assignment to Clinical Site with limits of \$1 million each claim and \$5 million aggregate covering students and the University. The students must be approved and assigned by the College of Osteopathic Medicine's Clinical Affairs Department to activate this coverage. The University is not responsible for general liability coverage for Clinical Site or its employees and upon request by Clinical Site, the University will deliver copies of such policy to that party prior to or upon each anniversary date of this agreement thereafter. The University agrees to notify the other parties to this agreement immediately upon notification from the insurance carrier that a policy will be cancelled.
- L. to take any action necessary to correct a breach of professional decorum or unsatisfactory performance of a student as reported by the Program Director of Clinical Site.
- M. to be responsible for granting leave of absence from duty. Should a long-term absence occur, a note from the dean's office will be needed prior to the student's return to rotations. No vacation time can be scheduled during a Clinical Site rotation.
- N. to advise students to abide by the rules of Clinical Site during the period of rotation, including attendance at daily educational conferences, prompt reporting of illness or absence to supervising physician and the wearing of proper attire.
- O. to require all students to maintain the confidentiality of all patients and all information relating to patients in accordance with the Code of Ethics established by the American Osteopathic Association. DMU further agrees to require the students to agree to maintain the confidentiality of all proprietary information of the clinical site. The unauthorized release and/or discussion of patient of Clinical Site proprietary information can result in the termination of the participation of a student in the program or the termination of the Agreement.
- P. to inform and explain to students while they are at Clinical Site they will be under the jurisdiction of the Clinical Site officials for training purposes and will follow Clinical Site rules to the extent that such rules relate directly

to education and training. DMU will also inform students of their need to comply with Clinical Site policies and rules including those pertaining to the patient privacy and HIPAA regulations.

- Q. the parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA") and that student permission must be obtained before releasing specific student data to anyone other than DMU.