



**Regular Meeting of the
Board of Trustees**

Agenda

Tuesday, October 21, 2025

- I. CALL TO ORDER** October 21, 2025 at 6:30 p.m.
Boardroom, A-300
- II. PLEDGE OF ALLEGIANCE**
- III. ROLL CALL**
- IV. APPROVAL OF BOARD MINUTES – VOLUME LXII**
Minutes of the Regular Board Meeting of September 23, 2025, No. 4
Minutes of the Board Retreat of September 23, 2025, No. 5
- V. COMMENTS ON THIS AGENDA**
- VI. CITIZEN PARTICIPATION**
- VII. REPORTS/ANNOUNCEMENTS – Employee Groups**
- VIII. STUDENT SENATE REPORT**
- IX. BOARD COMMITTEE REPORTS**
 - A. Academic Affairs/Student Affairs
 - B. Finance/Maintenance & Operations
- X. ADMINISTRATIVE REPORT**
- XI. PRESIDENT’S REPORT**
- XII. CHAIRMAN’S REPORT**
- XIII. NEW BUSINESS**
 - A. Action Exhibits
 - 17284 Board of Trustees Travel
 - 17285 Budget Transfers
 - 17286 Certificate of Final Completion and Authorization of Final Payment for the Gymnasium Bleacher Replacement Project
 - 17287 Authorization of Electric and Natural Gas Supply Purchasing
 - 17288 Memorandum of Understanding with Cook County for E-Ticketing System

- 17289 EBSCO Data Processing Addendum for OpenAthens
- 17290 Clinical Affiliation Agreement with Saint Mary of Nazareth Hospital
- 17291 Clinical Affiliation Agreement with Saint Francis Hospital
- 17292 Clinical Affiliation Agreement with Saint Joseph Elgin Hospital
- 17293 Agreement with Curriqunet Solutions

B. Purchasing Schedules

C. Bills and Invoices

- D. Closed Session – To discuss and consider the hiring, discipline, performance, and compensation of certain personnel, matters of collective bargaining, acquisition of real property, and matters of pending, probable, or imminent litigation.

E. Human Resources Report

*Administrator Contract

Felicia Townsend, Dean of Continuing Education

XIV. COMMUNICATIONS – INFORMATION

- A. Human Resources Information Materials
- B. Informational Material

XV. ADJOURNMENT

* Contracts are posted on the Triton College Board of Trustees Website under Meeting Schedule (<https://www.triton.edu/about/administration/board-of-trustees/>).

CALL TO ORDER/ROLL CALL

Chairman Mark Stephens called the regular meeting of the Board of Trustees to order in the Boardroom at 6:55 p.m. The following roll call was taken.

Present: Mr. Jarrell David, Mr. Tracy Jennings, Mr. Glover Johnson, Mr. Rich Regan, Mrs. Elizabeth Potter, Mr. Mark Stephens.

Absent: Mr. Luke Casson, Ms. Diane Viverito.

APPROVAL OF BOARD MINUTES

Mrs. Potter made a motion, seconded by Mr. Jennings, to approve the minutes of the Regular Board Meeting of August 26, 2025. Voice vote carried the motion unanimously.

COMMENTS ON THIS AGENDA

None.

CITIZEN PARTICIPATION

None.

REPORTS/ANNOUNCEMENTS – Employee Groups

Chairman Stephens provided a fall semester update on behalf of Faculty Association President Leslie Wester.

The fall semester is going well. Last week's corn roast was a success. We are past the halfway point of the 8-week sessions and a quarter through the 16-week semester, with students doing well. Faculty remain engaged in campus events, committee work, and various projects alongside teaching. A new senate committee on AI was officially approved at the last senate session. On a personal note, Ms. Wester successfully passed her dissertation defense earlier today and has earned the title of Doctor.

Mid-Management Association President Dorota Krzykowska said there was no report this month.

Adjunct Faculty Association President Bill Justiz reported that he is looking forward to the annual Fall Family Fun Fest scheduled for this Saturday, September 27.

STUDENT SENATE REPORT

TCSA President Dmytriy Havrylyak shared several recent achievements and upcoming initiatives. He highlighted the successful corn roast event, where 1,250 corn cobs were distributed last Wednesday. Looking ahead, students have volunteered for the Fall Family Fun Fest, scheduled for this Saturday. Mr. Havrylyak also reported on his recent participation in the ICCB meeting, emphasizing TCSA's engagement with other institutions.

BOARD COMMITTEE REPORTS

Academic Affairs/Student Affairs

No report.

Finance/Maintenance & Operations

Mrs. Potter reported that the committee met on September 12 and reviewed ten new business items and two purchasing schedules that were unanimously approved and sent to the Board with a recommendation for approval.

ADMINISTRATIVE REPORT

None.

PRESIDENT'S REPORT

President Mary-Rita Moore shared that Triton College's annual Fall Family Fun Fest will take place this Saturday at the Triton College Botanical Gardens. The event will bring together staff, students, volunteers, and community members for a festive day filled with autumn-themed games and activities. President Moore noted that the weather forecast looks favorable and expressed her enthusiasm for the opportunity to see everyone come together to collaborate, celebrate, and enjoy this special time of year.

CHAIRMAN'S REPORT

Chairman Stephens remarked that the Chicago Cubs will begin postseason playoffs a week from now. As we approach this big moment in the season, we will ease our way into the final phase of preparation.

NEW BUSINESS

ACTION EXHIBITS

The following action exhibits were taken as a group.

17273 Approval of FY 2025 Audit

Christine Torres of Crowe LLP provided a high-level summary of the FY 2025 financial report. She confirmed that the college's uniform financial statements were fairly stated and that the audit opinion remains unmodified. Ms. Torres highlighted a notable increase in operational assets, largely due to the completion of several major capital projects. She also noted that the implementation of GASB 101 presented certain challenges, however, effective collaboration among IT, Finance, and HR departments ensured compliance with the new reporting requirements. Ms. Torres expressed appreciation for the Triton staff's cooperation, noting that sufficient and appropriate evidence was provided to support the audit findings.

17274 Approval of FY 2026 Annual Budget

17275 Fiscal Year 2026 Certification of Per Capita Cost for the Fiscal Year Ended June 30, 2025

17276 FY 2026 Student Activities Budget and Expenditures

17277 Lease Agreement with Ford Motor Credit Company LLC

17278 Facility Fee Waiver: 29th Annual Triton College Foundation President's Reception

17279 Intergovernmental Agreement with Oak Park River Forest High School

17280 Agreement with Resurrection Medical Center

17281 Extension Amendment with ReUp Education

17282 Agreement with Board of Education of Oak Park River Forest High School District 200

17283 College Curriculum Recommendations

Mr. Johnson made a motion, seconded by Mr. Jennings, to approve the Action Exhibits.
Voice vote carried the motion unanimously.

PURCHASING SCHEDULES

B48.03 Triton College Connect Newsletter
B48.04 Exterior Painting at Building A

Mr. Jennings made a motion, seconded by Mrs. Potter, to approve the Purchasing Schedules.
Voice vote carried the motion unanimously.

BILLS AND INVOICES

Mrs. Potter made a motion, seconded by Mr. Jennings, to pay the Bills and Invoices in the amount of \$2,502,782.40.

Roll Call Vote:

Affirmative: Mr. David, Mr. Jennings, Mr. Johnson, Mrs. Potter, Mr. Regan,
Mr. Stephens.

Absent: Mr. Casson, Ms. Viverito.

Motion carried 5-0 with Student Trustee voting yes.

CLOSED SESSION

Mrs. Potter made a motion to go into Closed Session to discuss and consider the hiring, discipline, performance and compensation of certain personnel, matters of collective bargaining, acquisition of real property, and matters of pending, probable, or imminent litigation, seconded by Mr. Jennings.

Roll Call Vote:

Affirmative: Mr. David, Mr. Jennings, Mr. Johnson, Mrs. Potter, Mr. Regan,
Mr. Stephens.

Absent: Mr. Casson, Ms. Viverito.

Motion carried 5-0 with the Student Trustee voting yes. The Board went into Closed Session at 7:13 p.m.

RETURN TO OPEN SESSION

Mr. David made a motion to return to Open Session, seconded by Mr. Regan.

Roll Call Vote:

Affirmative: Mr. David, Mr. Jennings, Mr. Johnson, Mrs. Potter, Mr. Regan,
Mr. Stephens.

Absent: Mr. Casson, Ms. Viverito.

Motion carried 5-0 with the Student Trustee voting yes. The Board returned to Open Session at 7:45 p.m.

HUMAN RESOURCES REPORT

1.0 Faculty

Mr. Jennings made a motion, seconded by Mr. Regan to approve pages 1-3 of the Human Resources Report, items 1.1.01 through 1.8.01. Voice vote carried the motion unanimously.

2.0 Adjunct Faculty

Mr. Jennings made a motion, seconded by Mr. Regan, to approve pages 4-10 of the Human Resources Report, items 2.1.01 through 2.7.01. Voice vote carried the motion unanimously.

3.0 Administration

Mr. Johnson made a motion, seconded by Mr. Regan, to approve page 11 of the Human Resources Report, items 3.1.01 through 3.2.01. Voice vote carried the motion unanimously.

4.0 Classified, Police & Engineers

Mrs. Potter made a motion, seconded by Mr. Regan, to approve pages 12-15 of the Human Resources Report, items 4.1.01 through 4.8.01. Voice vote carried the motion unanimously.

5.0 Mid-Management

Mrs. Potter made a motion, seconded by Mr. Jennings, to approve pages 16-17 of the Human Resources Report, items 5.1.01 through 5.4.01. Voice vote carried the motion unanimously.

6.0 Hourly Employees

Mr. Jennings made a motion, seconded by Mr. Johnson to approve pages 18-23 of the Human Resources Report, items 6.1.01 through 6.4.02. Voice vote carried the motion unanimously.

7.0 Other

Mr. Jennings made a motion, seconded by Mr. Regan, to approve page 24 of the Human Resources Report, items 7.1.01 through 7.1.02. Voice vote carried the motion unanimously.

ADJOURNMENT

Motion was made by Mr. David to adjourn the Regular Meeting of the Board, seconded by Mr. Regan. Voice vote carried the motion unanimously. Chairman Stephens adjourned the meeting at 7:47 p.m.

Submitted by: Mark R. Stephens
Board Chair

Tracy Jennings
Board Secretary

Margaret Kluza
Margaret Kluza, Recording Secretary

CALL TO ORDER/ROLL CALL

Chairman Stephens called the Board Retreat to order in the Boardroom at 7:50 p.m. The following roll call was taken.

Present: Mr. Tracy Jennings, Mr. Glover Johnson, Mr. Rich Regan, Mrs. Elizabeth Potter, Mr. Mark Stephens.

Absent: Mr. Luke Casson, Ms. Diane Viverito.

CITIZEN PARTICIPATION

None.

LEARNING ENVIRONMENT TOUR

President Moore invited the Board Members and Vice Presidents to tour recently refreshed spaces that enhance Triton College academic programming. Using the college shuttle bus, the group visited three key locations showcasing recent upgrades.

Stops included (1) the newly created state-of-the-art Barber and Cosmetology Lab (M150) in the M Building, offering hands-on experience with high-end equipment; (2) the renovated HVAC Lab (T156) in the T Building, which supports the college's heating and cooling program, and (3) the R Building Gymnasium with its newly installed bleachers improving both the functionality and appearance of the gym.

Trustees were impressed with the quality of the updates and agreed that these modern facilities reflect Triton's commitment to providing high-quality, career-focused education.

ADJOURNMENT

Motion was made by Mr. Johnson to adjourn the Board Retreat, seconded by Mr. Jennings. Voice vote carried the motion unanimously. Chairman Stephens adjourned the retreat at 8:56 p.m.

Submitted by: Mark R. Stephens
Board Chairman

Tracy Jennings
Board Secretary

Margaret Kluza
Margaret Kluza, Recording Secretary

TRITON COLLEGE, District 504
Board of Trustees

Meeting of October 21, 2025

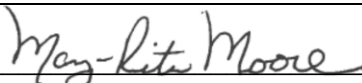
ACTION EXHIBIT NO. 17284

SUBJECT: BOARD OF TRUSTEES TRAVEL

RECOMMENDATION: To approve travel for Trustee Tracy Jennings to attend the meeting of the Illinois Community College Trustees Association (ICCTA) in Naperville, Illinois on November 13 – 15, 2025. Total cost of travel will not exceed \$875, itemized as follows: registration - \$650; transportation - \$75; lodging - \$0; meals - \$150.

RATIONALE: In keeping with the Local Government Travel Expense Control Act, the Board of Trustees reviews the travel expenses of all Board members. Mr. Jennings is the Board's appointed representative to the ICCTA and he will interact with community college trustees from across the state on topics pertinent to trusteeship and issues affecting higher education and support the Triton nominees for ICCTA awards.

Submitted to Board by:


Mary-Rita Moore, President

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes ☐ No ☒

**TRITON COLLEGE, District 504
Board of Trustees**

Meeting of October 21, 2025

ACTION EXHIBIT NO. 17285

SUBJECT: BUDGET TRANSFERS

RECOMMENDATION: That the Board of Trustees approve the attached proposed budget transfers to reallocate funds to object codes as required.

RATIONALE: Transfers are recommended to accommodate institutional priorities.
See description on attached forms.

Sean Sullivan

Submitted to Board by: _____
Sean O'Brien Sullivan, Vice President of Business Services

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes ☐ No ☒

PROPOSED BUDGET TRANSFERS - FY 2026
FOR THE PERIOD 9/1/25 to 9/30/25

FROM		
ID#	AREA	ACCT #

AUXILIARY FUND

1	Volleyball: Other Mat. & Supplies	05-60401025-540900505
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TO		
AREA	ACCT #	AMOUNT

Volleyball: Travel-In State	05-60401025-550200005	1,700.00
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TOTAL AUXILIARY FUND		\$ 1,700.00
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FROM		
ID#	AREA	ACCT #

RESTRICTED FUND

2	State Performance Grant: Pub & Dues	06-10605001-540600005
3	ICCB Rev UP EV Round 3: Instr. Suppl	06-10905003-540100210

TO		
AREA	ACCT #	AMOUNT

State Performance Grant: Meetings	06-10605001-550100005	2,795.00
ICCB Rev UP EV Round 3: Oth. Contr.	06-10905003-530900010	4,160.00

TOTAL RESTRICTED FUND		\$ 6,955.00
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TOTAL PROPOSED BUDGET TRANSFERS		\$ 8,655.00
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Budget Transfer FormDollar Amount \$1,700.00

			Object Code Description	
From what Budget Account	05	60401025	540900505	Volleyball: Other Materials & Supplies
To what Budget Account	05	60401025	550200005	Volleyball: Travel - In State

Is this a Grant?
Yes ☐ No ☒

*If you are submitting a grant transfer, the following statement must appear in the Rationale:
"This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant?

Include Attachments: Yes ☐ No ☒**Rationale:****Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:**

The funds originally allocated for uniforms jerseys are no longer required, as the team is using last years jerseys.

Explain specifically why additional funds are needed in the receiving account:

More in-state games were added to the schedule after the budget was completed.

Required Signatures**Requestor**

Signed by:

Yaren Hernandez

9/25/2025

DocuSigned by:

Cost Center ManagerGarrick Abegtian

9/25/2025

Associate Dean (If Applicable)**Dean (If Applicable)****Associate Vice President**

Signed by:

Colleen Rockafellow

9/26/2025

Area Vice President

Signed by:

Sean Sullivan

9/26/2025

BUSINESS OFFICE APPROVALS

Grant Accountant: _____

Asst. Director of Finance: _____

Exec. Director of Finance: _____

Exec. Dir. of Bus. Operations: _____

VP of Business Services: _____

Entered by: B8371 73 9-29-25

Budget Transfer Form

Dollar Amount	\$2975	Object Code Description
From what Budget Account	06 - 10605001 - 540600005	State Performance Grant : Publication & Dues
To what Budget Account	06 - 10605001 - 550100005	State Performance Grant : Meeting Expense

Is this a Grant? ☒ Yes ☐ No ☐ ***If you are submitting a grant transfer, the following statement must appear in the Rationale:**
"This is an allowable transfer under the (name of grant) guidelines"

Grant Accountant? Susan Zefeldt Include Attachments: Yes ☐ No ☒

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:
 Funds in this line were intended for conference and meeting expenses. Funds for publications and dues are not needed for this FY.

Explain specifically why additional funds are needed in the receiving account:

Funds will be used for conference registration, including the Forum for Excellence, COABE, and IACEA during FY26. This is an allowable transfer under the IL State Performance Grant guidelines.

Required Signatures

Requestor

Signed by: Bilda M. Fendette 9/23/2025
49F82102735D4F0

Cost Center Manager

Signed by: Gregg B. B. B. 9/23/2025
8D6C92C7D05B489

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

Signed by: Paul Jensen 9/23/2025
315C066B19740E

Area Vice President

Signed by: Susan Campos 9/24/2025
87D6745E0BA6449

BUSINESS OFFICE APPROVALS

Grant Accountant: SZ

Asst. Director of Finance: go

Exec. Director of Finance: MR

Exec. Dir. of Bus. Operations: CR

VP of Business Services: 7/20/25

Entered by: B8369 B 9-29-25

Budget Transfer Form

Dollar Amount \$4,160.00

From what Budget Account

06 - 10905003 - 540100210

Object Code Description

Rev Up-Charging EV Round 3 - Instructional Supplies

To what Budget Account

06 - 10905003 - 530900010

Rev Up-Charging EV Round 3 - Other Contractual

Initial
PD

Is this a Grant?

Yes ☒ No ☐

*If you are submitting a grant transfer, the following statement must appear in the Rationale:
"This is an allowable transfer under the (name of grant) guidelines"



Grant Accountant? Elizabeth Zytron

Include Attachments: Yes ☒ No ☐

Rationale:

Explain why the budgeted funds are no longer required for this fiscal year, and are available to be transferred:

The remaining amount of the funds in this account will be sufficient to cover any Instructional Supplies costs for the remainder of the grant's term. This is an allowable transfer under the Rev Up-Charging EV Round 3 grant's guidelines.

Explain specifically why additional funds are needed in the receiving account:

The additional funds will be used to cover the cost of a custom-made vehicle wrap for Honda Prologue (Triton College's electric vehicle). The wrap will display Triton's logo and information about EV programming. The vehicle is scheduled to be driven to Peoria, IL for the the Illinois College Automotive Instructors Association (ICAIA) Conference on October 16, 2025, where it will serve as a promotional tool during the Rev Up on Display event. This is an allowable transfer under the Rev Up-Charging EV Round 3 grant's guidelines.

Required Signatures

Requestor

Signed by:

Justyna Kohly

9/22/2025

28EF771AE182401...

Cost Center Manager

Signed by:

Justyna Kohly

9/22/2025

28EF771AE182401...

Associate Dean (If Applicable)

Dean (If Applicable)

Associate Vice President

Signed by:

Paul Jensen

9/23/2025

315C0088B19740E...

Area Vice President

Signed by:

Susan Marie Campos

9/24/2025

FC3A451F3641495...

BUSINESS OFFICE APPROVALS

Grant Accountant:

Elizabeth Zytron 9/24/25

Asst. Director of Finance

Exec. Director of Finance:

Exec. Dir. of Bus. Operations:

VP of Business Services:

Entered by: BB368 JB 9.29.25

**TRITON COLLEGE, District 504
Board of Trustees**

Meeting of October 21, 2025

ACTION EXHIBIT NO. 17286

**SUBJECT: CERTIFICATE OF FINAL COMPLETION AND AUTHORIZATION OF
FINAL PAYMENT FOR THE GYMNASIUM BLEACHER
REPLACEMENT PROJECT**

RECOMMENDATION: That the Board of Trustees approve the Certificate of Final
Completion and Final Payment Application of \$25,000 for the Bleacher Replacement Project.
The total project cost was \$527,800.

RATIONALE: Operations and Maintenance has reviewed the Certificate of Final Completion,
Final Waiver of Lien, and recommends the Final Payment Application. The original total
contract amount was \$527,800; the final project amount was \$527,800. The project came in
within budget.

Sean Sullivan

Submitted to Board by: _____
Sean O'Brien Sullivan, Vice President of Business Services

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes ☒ No ☐

Certificate of Final Acceptance

Project:

Gymnasium Bleacher Replacement
Triton College
2000 Fifth Ave.
River Grove, IL 60171

Contractor:
Carroll Seating
1360 N. Woodale Rd.
Wood Dale, IL 60191

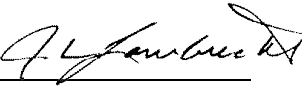
Contract Date: 2/18/2025

Date of Issuance: 9/18/2025

Project or designated portion shall include: Entire Project – no exceptions.

This is to certify that the work contained in the subject contract has been inspected by the parties listed below, that all punch list items have been completed, that the contractor has fulfilled all his contractual obligations, guarantees accepted and is hereby authorized to receive final payment in full, including all retainage.

SIGNATURES

Contractor	Carroll Seating	By <u>Patrick J Carroll</u> Patrick J. Carroll	Date <u>09/19/2025</u>
Owner:	Triton College	By <u></u> John Lambrecht	Date <u>9/19/2025</u>
Owner:	Triton College	By _____ Mark R. Stephens Board Chairman	Date _____



J. Lambrecht
9/15/25

Project Invoice

1360 N Wood Dale Rd, Suite A, Wood Dale, IL 60191
Phone: (847)434-0909 Fax: (847)434-0910

Invoice Number	INV-1024159
Invoice Date	9/15/2025
Customer PO	B0009421
Customer Number	C017140

Bill To: Triton College
2000 Fifth Ave.
River Grove IL 60171

Ship To: Triton College
Building R Gymnasium
2000 Fifth Ave
River Grove Illinois 60171

Project Number	Project Name	Salesperson	Terms
CS412339	Triton College Replacement Bleachers	Evan Carroll	NET 30

Billing Item	Contract (Total)	% Complete	Prev Billed	Billing Amt	Retention	Tax	Total Billings
Telescopic Bleachers	\$527,800.00	100.00%	\$395,850.00	\$131,950.00	\$0.00	\$0.00	\$131,950.00
Totals:	\$527,800.00		\$395,850.00	\$131,950.00	\$0.00	\$0.00	\$131,950.00

Amount Due: \$131,950.00

Minus Retention: -\$25,000.00

Amount Due this Invoice: \$106,950.00

9/19/2025
B9421

**TRITON COLLEGE, District 504
Board of Trustees**

Meeting of October 21, 2025

ACTION EXHIBIT NO. 17287

**SUBJECT: AUTHORIZATION OF ELECTRIC AND NATURAL GAS SUPPLY
PURCHASING**

RECOMMENDATION: That the Board of Trustees approve the Vice President of Business Services jointly with the Associate Vice President of Maintenance and Operations to enter into electric and natural gas supply purchasing contracts with qualified Alternate Electric and Natural Gas Suppliers. The contract terms will be for up to 5 years beginning October 2025, and will ensure delivery of the entire electric and natural gas usage needs for the college.

RATIONALE: Entering into utility contracts can ensure stable, predictable costs and potential savings through fixed rates and hedging against market fluctuations. Estimated cost savings by securing rates, along with the benefits of participation in Demand Response which assist with reducing capacity peaks in conjunction with Generator Optimizations could be as high as \$90,000 per year.

Sean Sullivan

Submitted to Board by: _____
Sean O'Brien Sullivan, Vice President of Business Services

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes ☐ No ☒

**TRITON COLLEGE, District 504
Board of Trustees**

Meeting of October 21, 2025

ACTION EXHIBIT NO. 17288

SUBJECT: MEMORANDUM OF UNDERSTANDING WITH COOK COUNTY FOR ETICKETING SYSTEM

RECOMMENDATION: That the Board of Trustees approve a Memorandum of Understanding (MOU) with the Clerk of the Circuit Court of Cook County that will allow Triton College Police Department (TCPD) to participate in the Electronic Tickets Project (E-Tickets Project) and to purchase and implement an eTicketing system. This MOU will be effective from October 22, 2025, until either party terminates the agreement. There is no cost to the college to participate in this MOU.

RATIONALE: Participating in the E-Tickets Project will help to digitize and streamline traffic citation issuance and tracking for the TCPD. Electronic traffic citations issued by the TCPD must mirror the existing Cook County traffic citation in appearance and content.

Sean Sullivan

Submitted to Board by: _____
Sean O'Brien Sullivan, Vice President of Business Services

Board Officers' Signatures Required:

Mark R. Stephens
Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes ☐ No ☒

Memorandum of Understanding

Between

Clerk of the Circuit Court of Cook County and

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU") is entered into this _____ day of _____, 20__, by the Clerk of the Circuit Court of Cook County (hereinafter "Clerk's Office") and _____ (hereinafter "participating police department"), located in _____, Illinois, and the Persons who may become party hereto pursuant to the terms of this Agreement.

INTRODUCTION

The above referenced police agency has purchased an eTicketing system. By agreement, the participating police department signing this document is participating in the Electronic Tickets Project (hereinafter "E-Tickets Project") by tendering printed traffic citations along with the data file and images of these citations to the Clerk's Office. In order to work together to create a more efficient system of administering traffic tickets, the Clerk's Office and the participating police department agree to this Memorandum of Understanding, which identifies and details certain responsibilities expected of the participating police department involved in the E-Tickets Project. The Clerk's Office reserves the right to change the terms of this MOU at any time. The participating police department signing this MOU will be given notice of the change in a reasonable time (no less than 30 days).

COMMENCEMENT

The terms of this MOU shall commence on the date of signing, at which time the participating police department will receive a block of ticket numbers from the Clerk's Office so they may begin using their eTicketing software.

TESTING

The participating police department is responsible for providing the Clerk's Office sample copies of the tickets they will be issuing, a copy of the defendant instruction page, and a sample .csv file of the ticket data from test tickets created by the officers. The Clerk's Office will review ticket copies and test the ingestion of the data file into the Clerk's Office Case Management System. The participating police department/designated vendor will be responsible for accurately incorporating all Clerks' Office mandated changes to ticket copies and/or data file.

AOIC (ADMINISTRATIVE OFFICE OF THE ILLINOIS COURTS) MAPPING

All Illinois Vehicle Code violations are given Administrative Office of Illinois Courts (hereinafter “AOIC”) codes. The participating police department will be responsible for updating all AOIC codes for Illinois Vehicle Code violations. In order for the Clerk’s Office to accurately report dispositions on local ordinance violations to the Secretary of State (hereinafter “SOS”), participating police department agrees to collaborate with the Clerk’s Office and the SOS to map all relevant local ordinance charges they issue to existing AOIC codes. The participating police department is responsible for matching local ordinance charges to AOIC codes, which they will then submit to the Clerk’s Office MIS Department and the SOS for agreement. The participating police department will be responsible for maintaining all AOIC codes for local ordinance violations. Relevant contact information will be provided during testing.

LEGISLATION CHANGES AFFECTING TRAFFIC TICKETS

The participating police department will be responsible for ensuring that any legislative changes that affect the wording or appearance on the face of the ticket, the wording on the defendant’s instruction page, or the functionality of the eTicketing system in Cook County, Illinois; are put into production within the timeframe specified within the legislation. The Clerk’s Office assumes no responsibility to notify the participating police department of any legislative changes.

OFFICER SIGNATURE CAPTURE

All tickets filed with the Clerk’s Office must contain the issuing police officer’s hand-written signature. The participating police department may choose to use the electronic signature option, so long as the tickets that are filed with the Clerk’s Office contain a hand-written signature. By signing this agreement, the participating police department agrees that each of their officers issuing an E-Ticket will affix a hand-written signature to the ticket that will be filed with the Clerk’s Office. The participating police department can determine for itself whether or not to use the electronic signature for copies of tickets that are not filed with the Clerk’s Office. Failure to affix a hand-written signature to tickets filed with the Clerk’s Office may adversely affect the validity of the ticket issued. The Clerk’s Office is not responsible for invalid tickets.

CHANGES TO E-TICKET

No changes to the E-Ticket may be made by the participating police department once the ticket has been transmitted to the Clerk’s Office. If the Officer seeks to change or void the E-Ticket once it has been transmitted, it must be done via a motion to amend with leave of court.

ADDITIONAL ETICKETING REQUIREMENTS

Electronic traffic citations issued by the participating police department must mirror the existing Cook County traffic citation in appearance and content. The Clerk's Office will assign the participating police department a block of ticket numbers to be used on the electronic citations. When the block is exhausted, the participating police department will contact the Clerk's Office for a new block of ticket numbers. The participating police department/designated vendor must ensure that duplicate ticket numbers are never issued. Duplicate ticket numbers will have to be voided by the agency and reissued under a new ticket number with appropriate notification given to the violator by the police department. The participating police department will provide the Clerk's Office with: 1) a daily .csv file of the traffic ticket data in the format specified by the Clerk's Office, 2) a pdf image of each ticket, and 3) a hard copy of each ticket.

DRIVING UNDER THE INFLUENCE (DUI) VIOLATIONS

Due to the retention rules regarding DUI tickets requiring permanent retention, tickets issued for the charge of Driving Under the Influence must be printed on standard paper through a standard printer. DUI tickets should never be printed on thermal paper.

PRINTING REQUIREMENTS

If using a thermal printer, the participating police department must use paper that is high-quality, UV top-coated paper that is Bisphenol-A (BPA) free.

For court diversion tickets, the violator must be provided with two copies of the ticket: 1) a Defendant copy for their records and 2) a Court Communication Copy that is used to mail in with the court diversion envelope. If a court date is placed on the ticket then only the one Defendant Copy is needed. All violators must receive a print out of the defendant instruction page.

The court needs an original copy of each ticket with the bonding instrument or the violator's original signature on the face of the ticket, along with the officer's hand-written signature.

TRANSMISSION OF INFORMATION

Pursuant to Illinois Supreme Court Rule 552, when data is available for transmission, it must be done within 48 hours after the arrest. The data must be transmitted to The Clerk's Office in .csv format in the record layout specified by the Clerk's Office, following the Clerks initiation rules and edits. A horizontal pdf image of the ticket must be transmitted, along with the data for each ticket.

TERMINATION

If a termination becomes necessary, for whatever reason, the Clerk's Office will provide the participating police department with a termination letter detailing the termination procedure that

the department must follow and sign. The participating police department may terminate this MOU upon 30 days prior notice provided to the Clerk's Office, for any reason, in its sole discretion.

INDEMNIFICATION -----

The participating police department agrees to indemnify and save harmless the Clerk's Office, and its officials, employees, agents and representatives, and their respective heirs, successors and assigns, from and against any and all costs, expenses, attorney's fees, losses, damages and liabilities incurred or suffered directly or indirectly from or attributable to any claims arising out of this MOU that is as a result of the negligence, gross negligence or willful conduct of the participating police department or incident to the participating police department. This indemnification shall not extend to any claims related to this MOU that arise out of the negligence, gross negligence or willful conduct of the Clerk's Office. Furthermore, this provision shall not apply to any claims or suits filed by a party of this MOU against the other party of this MOU.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Memorandum of Understanding to be executed on their behalf as of the date set forth herein.

Clerk of the Circuit Court of Cook County

By: Mariyana T. Spyropoulos, Clerk of the Circuit Court of
Cook County Office of the Clerk of the Circuit Court of
Cook County 50 W. Washington St. 1001, Chicago, IL
60602
312-603-4732

By: Vivek Ananda, Chief Information Officer
Office of the Clerk of the Circuit Court of Cook County
69 W. Washington St. 25th floor, Chicago, IL 60602
312-603-5477

By: Name:
Title:
Address:

Phone:

Name:
Title:
Address:

Phone:

AGENCY REQUIREMENTS FOR ETICKETING

1) Ticket Writing Requirements

- Ticket must mirror existing Y ticket in appearance and fields
- Clerk will assign a series of ticket numbers to an agency – system must ensure that duplicate ticket numbers are never issued. Duplicate tickets will have to be voided by agency and reissued under a new ticket number with appropriate notification given to the defendant.
- Per the AOIC, all tickets filed with the Clerk's Office must contain the issuing police officer's hand-written signature. Failure to affix a hand-written signature to tickets filed with the Clerk's Office may adversely affect the validity of the ticket issued.

2) Printing requirements

- If using a thermal printer the thermal paper must be high-quality, UV top-coated paper that is Bisphenol-A (BPA) free.
- For court diversion tickets, the defendant needs 2 copies of the ticket – one for them (Defendant Copy) and an additional copy (Court Communication Copy) to mail in with their envelope. In addition they will need the defendant instruction page.
- For court date tickets the defendant will only need one copy of each ticket (Defendant Copy) and the defendant instruction page.
- The court needs a copy of each ticket with the officer's hand-written signature as stated above, along with any DL, BC, Bond, or Defendant's original hand-written signature if obtained.
- DUI's (and all companion tickets) cannot be printed on thermal paper; they must be printed on regular paper in the station due to AOIC retention rules.
- All tickets must have a bar code of the ticket number at the top of the ticket. This must be a Code 39 or 3 of 9 barcode.

3) Data Transmission Requirements

- The data must be transmitted to the Clerk in csv format
- The data must be transmitted in the order outlined in the "eTicket Fields" document. All required fields must be present. For any unknown fields, the correct number of asterisks must be transmitted as outlined in both the etkfields document and in the What to Transmit if Blank or Unknown document.
- The data must be transmitted following the Clerks "eTicket Initiation Rules and Edits"
- A horizontal pdf image of the ticket must be transmitted along with the data for each ticket.

4) Other

- Voided tickets that have burned a ticket number will still have to be sent to the court with an agency letter explaining the reason for the void, as they do now.

I have read the above and have shared with the Municipality team.

Signature: _____ Printed Name: _____

Police Agency: _____

**TRITON COLLEGE, District 504
Board of Trustees**

Meeting of October 21, 2025

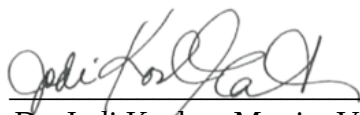
ACTION EXHIBIT NO. 17289

SUBJECT: EBSCO DATA PROCESSING ADDENDUM FOR OPENATHENS

RECOMMENDATION: That the Board of Trustees approve the agreement for the EBSCO Data Processing Addendum (DPA). This DPA has gone to the IT department for review. The College is moving forward as a business decision. There is no cost to the college for this addendum.

RATIONALE: Triton uses CARLI brokering services to subscribe to OpenAthens, the off-campus/remote access service used by the Library. The new contract CARLI signed for FY26-29 does not include the DPA, because it is new. CARLI could not include it in this contract negotiation in the timeframe given. EBSCO, the vendor, requires that individual institutions subscribing to OpenAthens have the DPA on file for continued use and access. The EBSCO data processing addendum is a contract between EBSCO and the institution, specifying how personal data is processed and protected. It outlines the roles and responsibilities of each party, including security measures, breach notification procedures, and data subject rights.

Submitted to Board by:



Dr. Jodi Koslow Martin, VP of Enrollment Mgt & Student Affairs

Board Officers' Signatures Required:

**Mark R. Stephens
Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes ☒ No ☐

DATA PROCESSING ADDENDUM

This Data Processing Addendum (the “**Addendum**”) supplements the Agreement between The Board of Trustees of the University of Illinois and EBSCO (the “**Agreement**”) for access for Triton College (“**Customer**”) to OpenAthens and MyAthens provided by Jisc Services Limited.

1. Definitions

- 1.1 For the purpose of this Addendum the terms, “**Controller**,” “**Processor**,” “**Data Subject**,” “**Personal Data**,” “**Personal Data Breach**,” “**Processing**,” “**Subprocessor**,” and “**Supervisory Authority**” shall have the same meanings as in applicable Data Protection Legislation, and their related terms shall be construed accordingly.
- 1.2 “**Appropriate technical and organizational measures**” shall be interpreted in accordance with applicable Data Protection Legislation.
- 1.3 “**Customer Personal Data**” means the Personal Data that is provided by Customer to EBSCO or that is processed by EBSCO on Customer’s behalf in connection with the Agreement.
- 1.4 “**Data Protection Legislation**” means all applicable data protection and privacy legislation in force from time to time where EBSCO does business, including the General Data Protection Regulation, Regulation (EU) 2016/679 of the European Parliament and of the Council (the “GDPR”), the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC), the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100, *et seq.* (the “CCPA”), and all other applicable laws and regulations relating to the Processing of Personal Data, including any legislation that implements or supplements, replaces, repeals and/or supersedes any of the foregoing.
- 1.5 “**International Data Transfer**” means the transfer (either directly or via onward transfer) of Personal Data from within the European Economic Area/United Kingdom (as applicable) to a country not recognized by the European Commission as providing an adequate level of protection for Personal Data (as described in the GDPR).
- 1.6 “**User Personal Data**” means the Personal Data provided directly by Customer’s end users to EBSCO through the products and services purchased by Customer.

2. Data Processing: EBSCO as Processor for Customer

- 2.1 Where Customer Personal Data is processed by EBSCO, EBSCO will act as the Processor and the Customer will act as the Controller.
 - 2.1.1 Subject Matter. The subject matter of the Processing is the Customer Personal Data.
 - 2.1.2 Duration. The Processing will be carried out for the duration set forth in the Agreement.
 - 2.1.3 Nature and Purpose. The purpose of the Processing is the provision of products

- and services to the Customer purchased by the Customer from time to time.
- 2.1.4 Type of Customer Personal Data and Data Subjects. Customer Personal Data consists of the following categories of information relevant to the following categories of Data Subjects:
- (a) Representatives of Customer: name, address; email address; billing information; login credentials; geolocation data; and professional affiliation.
 - (b) Customer's end users of the EBSCO products and services purchased by Customer (where personalized account information is provided to EBSCO by Customer): name; address; and email address.
- 2.2 EBSCO shall not Process Customer Personal Data other than on the Customer's documented instructions (as set forth in this Addendum or the Agreement or as otherwise directed by Customer in writing). EBSCO will not Process Customer Personal Data for any purpose, including for any commercial purpose, other than for the specific purpose of performing the services specified in the Agreement. If Processing of Customer Personal Data inconsistent with the foregoing provisions of this section is ever required by applicable Data Protection Legislation to which EBSCO is subject, EBSCO shall, to the extent permitted by applicable Data Protection Legislation, inform the Customer of that legal requirement before proceeding with the relevant Processing of that Customer Personal Data.
- 2.3 EBSCO will notify Customer promptly if, in EBSCO's opinion, an instruction for the Processing of Customer Personal Data infringes applicable Data Protection Legislation.
- 2.4 EBSCO shall ensure that all personnel who have access to and/or Process the Customer Personal Data are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
- 2.5 EBSCO shall, in relation to the Customer Personal Data, implement appropriate technical and organizational measures to protect against unauthorized or unlawful Processing of Customer Personal Data and against accidental loss or destruction of, or damage to, Customer Personal Data. When considering what measure is appropriate, each party shall have regard to the state of good practice, technical development and the cost of implementing any measures to ensure a level of security appropriate to the harm that might result from such unauthorized or unlawful Processing or accidental loss or destruction, and to the nature of the data to be protected.
- 2.6 EBSCO shall assist Customer, taking into account the nature of the Processing, (A) by appropriate technical and organizational measures and where possible, in fulfilling Customer's obligations to respond to requests from data subjects exercising their rights under Applicable Data Protection Legislation; (B) in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR, taking into account the nature of the Processing and the information available to EBSCO; and (C) by making available to Customer all information reasonably requested by Customer for the purpose of demonstrating that Customer's obligations relating to the appointment of processors as set out in Article 28 of the GDPR have been met.
- 2.7 EBSCO shall promptly notify Customer upon becoming aware of any confirmed Personal Data

Breach affecting the Customer Personal Data.

- 2.8 Upon termination of the Agreement, EBSCO shall, at Customer's election, securely delete or return Customer Personal Data and destroy existing copies unless preservation or retention of such Customer Personal Data is required by any applicable law to which EBSCO is subject.
- 2.9 EBSCO shall allow Customer and Customer's authorized representatives to access and review up-to-date attestations, reports, or extracts thereof from independent bodies (e.g., external auditors, data protection auditors) or suitable certifications, or to conduct audits or inspections to ensure compliance with the terms of this Addendum. Any audit or inspection must be conducted during EBSCO's regular business hours, with reasonable advance notice to EBSCO and subject to reasonable confidentiality procedures. In addition, audits or inspections shall be limited to once per year.

EBSCO shall, in the event of third-party subprocessing that is subject to Data Protection Legislation, (A) inform Customer and obtain its prior written consent (execution of this Addendum shall be deemed as Customer's prior written consent to such third-party subprocessing); (B) provide a list of third-party Subprocessors upon Customer's request; and (C) inform Customer of any intended changes to third-party Subprocessors, and give Customer a reasonable opportunity to object to such changes. If EBSCO provides Personal Data to third-party Subprocessors, EBSCO will include in its agreement with any such third-party Subprocessor terms which offer at least the same level of protection for the Customer Personal Data as those contained herein and as are required by applicable Data Protection Legislation.

3. International Data Transfer

- 3.1 To the extent that any Customer Personal Data is subject to any International Data Transfer, the parties agree to be bound by, and all terms and provisions of the Controller to Processor Standard Contractual Clauses adopted by the European Commission ("**Processor Model Clauses**") shall be incorporated by reference to this Addendum with the same force and effect as though fully set forth in this Addendum, wherein:
 - 3.1.1 Customer is the "data exporter" and EBSCO International, Inc. is the "data importer;" and
 - 3.1.2 The provisions of Module Two are incorporated; the provisions under Modules One, Three, and Four, the footnotes, and Clauses 9, 11(a) Option and 17 Option 1 are omitted; the clauses shall be governed by the law of Ireland; and the competent supervisory authority is Ireland.
- 3.2 The Processor Model Clauses shall be the "Standard Contractual Clauses." The applicable version of the Standard Contractual Clauses is those which were approved by the European Commission on June 4, 2021. In the event that the Standard Contractual Clauses are updated, replaced, amended or re-issued by the European Commission (with the updated Standard Contractual Clauses being the "**New Contractual Clauses**") during the term of this Addendum, the New Contractual Clauses shall be deemed to replace the Standard Contractual Clauses and the parties undertake to be bound by the terms of the New Contractual Clauses effective as of the date of the update (unless either party objects to such

change) and the parties shall execute a form of the New Contractual Clauses.

- 3.3 The descriptions required by the Annexes of the Standard Contractual Clauses are replaced by the information in Schedule 1, Schedule 2, and Schedule 3 of this Addendum.
- 3.4 To the extent that the UK Information Commissioner’s Office issues any standard contractual clauses for the purpose of making lawful International Data Transfers during the term of this Addendum that will impact the transfers of Customer Personal Data (with such clauses being the “**UK Standard Contractual Clauses**”), to the extent possible, the UK Standard Contractual Clauses shall be deemed to be incorporated into this Addendum and the parties undertake to be bound by the terms of the UK Standard Contractual Clauses effective as of the date of their issuance (unless either party objects to such change) and the parties shall execute a form of the UK Standard Contractual Clauses.

CUSTOMER

EBSCO

By: _____

By: _____

Name: Mark R. Stephens

Name: _____

Title: Board Chairman

Title: _____

Date: _____

Date: _____

Schedule I

List of Parties and Description of Data Transfers

A. LIST OF PARTIES

Data exporter(s): *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

- Name:**
Address:
Contact person's name, position and contact details:
Activities relevant to the data transferred under these Clauses:
Signature and date:
Role (controller/processor): Controller

Data importer(s):

For Customer Personal Data:

- Name:** EBSCO International, Inc.
Address: 10 Estes Street, Ipswich, MA 01938
Contact person's name, position and contact details:
Activities relevant to the data transferred under these Clauses: Academic and scholastic research
Signature and date:
Role (controller/processor): Processor
- Additional Information:** Customer will act as the Controller of Customer Personal Data where Customer Personal Data is processed by EBSCO. EBSCO will act as the Processor of Customer Personal Data.
"Customer Personal Data" means the Personal Data that is provided by Customer to EBSCO or that is processed by EBSCO on Customer's behalf in connection with the Agreement.

For User Personal Data:

- Name:** EBSCO International, Inc.
Address: 10 Estes Street, Ipswich, MA 01938
Contact person's name, position and contact details:
Activities relevant to the data transferred under these Clauses: Academic and scholastic research, creation and creation of user profiles
Signature and date:
Role (controller/processor): Processor

2. **Additional Information:** Customer will act as the Controller of User Personal Data where User Personal Data is processed by EBSCO. EBSCO will act as the Processor of User Personal Data.

“**User Personal Data**” means the Personal Data provided directly by Customer’s end users to EBSCO through the products and services purchased by Customer.

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred: Entity information required for handling the subscription and users of applications, including but not limited to students, teachers, employees, authors.

Categories of personal data transferred: First name, last name, email address, authentication information, search information, research notes.

Sensitive Data transferred (if applicable), and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved: Not Applicable.

The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis): Continuous.

Nature of the processing: Providing access to EBSCO databases; storing user information in customized profiles; facilitating the retrieval of user search history.

Purpose(s) of the data transfer and further processing: To perform the obligations between the parties, per the Agreement, to provide research tools, to personalize the experience and to prevent harvesting. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period: As long as reasonably necessary, some personalization information will be held until deletion is requested by a customer or user.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:

Subject Matter: First name, last name, email address, authentication information, search information, research notes

Nature of processing: The nature of processing includes the following: Data storage and software delivery, consent management, fulfilling data subject rights requests. Please also see Annex III, List of Subprocessors, for comprehensive information about how specific subprocessors process data.

Duration: Continuous

C. COMPETENT SUPERVISORY AUTHORITY

The competent supervisory authority, in accordance with Clause 13, is the Supervisory Authority of Ireland.

Schedule II

Technical and Organizational Measures Including Technical and Organizational Measures to Ensure the Security of Data

EBSCO shall maintain and use appropriate safeguards to prevent the unauthorized access to or use of Customer Personal Data and to implement administrative, physical and technical safeguards to protect Customer Personal Data. Such safeguards shall include:

1. Network and Application Security and Vulnerability Management:

- a. Measures of pseudonymization and encryption of personal data:
Personal data is encrypted at rest using the 256-bit Advanced Encryption Standard (AES-256), and in transit using Transport Layer Security (TLS) encryption. Cryptographic key management is in place as outlined in National Institute of Science and Technology (NIST) standard 800-57.
- b. Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services:
EBSCO has an ongoing commitment to certification against relevant International Organization for Standardization (ISO) standards, including ISO standards 27001, 27017, 27018 and 27701 both on-premise and at Amazon Web Services (AWS) managed data centers. EBSCO is hosted both within the Amazon Web Services platform and within legacy on premise data centers in Ipswich, MA and Boston, MA. Applications and data are distributed for purposes of high availability and resilience. Features such as automatic recovery and automatic scaling have been implemented. Applications together with their container configuration can be redeployed within minutes, if necessary.
- c. Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident:
All applications and data are distributed across multiple nodes and the nodes are distributed across multiple availability zones within Amazon Web Services to ensure high availability of the service. The use of a container-based architecture further helps to ensure high availability of the service. For example, applications automatically restart if they encounter issues and if a specific node fails, it is removed from service and traffic is directed to the remaining 'healthy' nodes. Where appropriate, nodes are set to automatically scale to handle unexpected spikes in traffic. Regular service management meetings review the performance and future capacity needs of the service. The infrastructure enables horizontal and vertical scaling to be implemented with significantly reduced lead times compared to a physical infrastructure. For our legacy on premise, EIS employs two concurrent data centers with failover capabilities in the event that one of the sites experiences an outage. EBSCO's on-premise data centers are protected with uninterruptable power supplies, fire

suppression systems and limited access only to personnel necessary for the ongoing operation of the data centers.

EBSCO continuously monitors service availability. The current status can be found here: <https://status.ebsco.com/>

d. Processes for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing:

EBSCO contracts third party penetration testing on an annual basis. In addition, vulnerability scans are conducted through an automated code deployment pipeline. Our production environment is scanned continuously. We employ a managed 24/7 security operations team to continuously monitor our environment. EBSCO regularly applies security updates to our environment following our comprehensive vulnerability management process. These updates are done on a rolling basis using a Scaled Agile Framework for Enterprises (SAFe).

Organizational measures are reviewed twice annually, through an internal audit as well as an external audit conducted on an annual basis by accredited third party auditors. In addition, regular access reviews to sensitive data and systems are conducted on a regular basis.

EBSCO continually evaluates the security of its network and associated Services to determine whether additional or different security measures are required to respond to security risks or findings generated by periodic reviews.

e. Measures for the protection of data during transmission:

All data is encrypted in transit using TLS, both from the users' browser to the applications as well as data in transit between EBSCO systems and subprocessors.

f. Measures for the protection of data during storage:

Personal Data is encrypted at rest using the 256-bit Advanced Encryption Standard (AES-256). All data storage is isolated from the public internet by a dedicated firewall to ensure only EBSCO personnel can access the database.

g. Measures for ensuring system configuration, including default configuration:

Standardized system configurations are enforced through automated code deployment pipelines where appropriate.

h. Measures for internal IT and IT security governance and management:

EBSCO's Governance Risk and Compliance (GRC) Team maintains the EBSCO Information Security and Privacy Management system (ISPMS). The ISPMS is continuously monitored and improved to conform to or exceed the standards required by ISO 27001, ISO 27701, ISO 27017, and ISO 27108. The EBSCO ISPMS is comprised of the ISMS-Information Security Management System and PIMS-Privacy Information Management System. External and internal audits of the ISPMS are performed on an annual basis. Security logs are monitored continuously.

i. Measures for certification/assurance of processes and products:

In addition to the measures for internal IT management and IT security governance above, regular, mandatory training is delivered through an online learning platform to

ensure all staff are familiar with their responsibilities and up to date with policies and procedures. Clear processes are in place to manage security related incidents and to liaise with law enforcement if required.

j. Measures for ensuring data minimization:

EBSCO follows best practices for minimizing data attributes to only those needed to perform required functions and allow its customers and user patrons the ability to extend the minimum default data set if required.

k. Measures for ensuring data quality:

Institutions and end users have the ability to review and update their information through a self-service module, or through contacting EBSCO according to the Privacy Policy. Where applicable, data validation controls are implemented in our environment.

2. Logical access controls:

a. Measures for user identification and authorization:

A small number of the EBSCO Team with responsibilities for administering and supporting the system have access to the production environment and databases. This is strictly controlled by role and requires two-factor authentication to gain access.

Customer Administrator access to end user data is only possible through using an EBSCOadmin administrator account. Only personnel designated by the customer and a small number of EBSCO's privileged users have access to this information.

Customers have the ability to set up different authentication options. Options include, but are not limited to, integration through Single Sign On (SSO) using SAML 2.0, username and password, IP whitelist authentication, patron ID, Google Campus Activated Subscriber Access (CASA), Universal CASA and Cookies.

3. Secure media disposal controls:

a. Measures for ensuring limited data retention:

It is vital that personal data stored within EBSCO's systems meets the requirements for data privacy and protection and part of that is ensuring personal data is not retained beyond what is necessary for the defined purpose.

In many cases, EBSCO allows the ability for customers to anonymize end user data by pseudonymized SSO configuration or removing the option for User Patrons to personalize.

b. Measures for allowing data portability and ensuring erasure:

Upon request or through the self-service module, EBSCO customers can extract Database Usage Reports, Interface Usage Reports, Link Activity Reports, Login Usage Report and Title Usage Reports. This data can also be obtained upon request at contract termination, or at any time through EBSCOadmin.

4. Logging Controls:

a. Measures for ensuring events logging:

EBSCO allows customers to view database usage reports, interface usage reports, link activity reports, login usage reports and title usage reports through EBSCOadmin.

EBSCO employs Security Information and Event Management (SIEM) logs across our resources. These logs are monitored internally by our information security team and 24/7 managed security operations center (SOC). No customer action is required, and customers do not have access to these internal logs.

5. Personnel Controls:

Contracts for new staff and the onboarding process emphasize individual responsibilities for information security and the potential penalties for misuse. Staff resignations trigger an automated process to ensure access rights to EBSCO's systems are revoked in a timely fashion.

The IT Acceptable Use Agreement covers the acceptable use of EBSCO's information assets. It is issued to both permanent and contract staff and forms part of the induction for new starters.

Security awareness training is delivered through EBSCO's online training platform. It is delivered at least annually and is mandatory for all employees.

6. Physical security and environmental controls:

a. Measures for ensuring physical security of locations at which personal data are processed: EBSCO is committed to ensuring the safety of its employees, contractors and assets and takes the issue of physical security very seriously. EBSCO has a comprehensive set of physical security controls which ensure that its data centers and offices are sufficiently protected. Access to data centers is limited only to necessary personnel, and all access is logged and reviewed for abnormalities.

EBSCO also contracts with AWS for the processing of customer data. AWS provides world class security within their hosted data centers. For more information on physical security in AWS hosted environments see:
<https://aws.amazon.com/compliance/datacenter/controls>.

Schedule III

List of Subprocessors

MODULE TWO: Transfer controller to processor

Last Updated: October 18, 2022

The controller has been notified of the use of the subprocessors listed below may be utilized at the time of contract execution. For an updated list of subprocessors, please see www.ebsco.com/subprocessors.

Data Center Facility Providers

The following providers are used to store EBSCO data and deliver EBSCO products and services.

Name	Purpose	Location
Amazon Web Services (AWS)	Most EBSCO products primarily use AWS for data storage and software delivery	United States for most products. Certain software products allow customers to choose hosting options in other regions
Markley Group	EBSCO uses the Markley data center as backup to its main on-premises legacy data center in Ipswich, MA	United States

Software as a Service

The various software packages below are used to monitor, manage and/or enhance the platform

Name	Purpose	Location
Alation	Data cataloging	United States
Amplitude	Application metrics and analysis tool	United States
Auth0	SSO authentication services	United States
ChurnZero	Product usage analysis	United States
FullStory	Application metrics and analysis tool	United States
OneTrust	Data Subject Access Right request software and consent management forms	United States
Optimizely	Application feature optimization, experimentation and rollout tool	United States
Osano	Cookie management	United States
Snowflake	Data warehousing	United States
Navisite (Velocity Cloud)	Software delivery platform, hosting and services	United States

Staff Augmentation

EBSCO augments its internal staff with assistance from the following staffing providers

Name	Purpose	Location
InfoSys	Software development support	India
EPAM	Software development support	India, Europe
NES	Customer support—NES staff work within EBSCO-managed offices using EBSCO-managed workstations	India

Resold Products

EBSCO resells the following products that hold personal information

Name	Purpose	Location
OpenAthens (Jisc)	Optional single sign-on product for customers	United Kingdom
Thought Industries (Accel5)	Accel5, a business skills product, is managed by Thought Industries	United States

Marketing/Administrative Subprocessors

As part of the marketing, billing and administrative process, EBSCO uses these vendors to process purchaser and prospect data on EBSCO.com. EBSCO does not share account information on end users for institutionally purchased products such as EBSCOhost, EBSCO Discovery Service, DynaMed, etc., with these subprocessors.

Name	Purpose	Location
Adobe	Marketing	United States
Celigo	Sales and prospecting support tools	United States
CyberSource	Payment processing	United States
DocuSign	Contract management	United States
Facebook	Marketing pixels	United States
Microsoft	Email, Office 365	United States
OptInMonster	Marketing	United States
Qlik	Data analytics	United States
Shopify	Direct-to-consumer product purchasing	United States
Stripe	Payment Processing	United States
Google Analytics	EBSCO.com marketing pixels	United States
NetSuite (NetCRM)	Customer Relationship Manager	United States
SalesForce	Customer Relationship Manager	United States

**TRITON COLLEGE, District 504
Board of Trustees**

Meeting of October 21, 2025

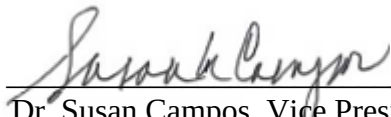
ACTION EXHIBIT NO. 17290

**SUBJECT: CLINICAL AFFILIATION AGREEMENT WITH
SAINT MARY OF NAZARETH HOSPITAL**

RECOMMENDATION: That the Board of Trustees approve an Affiliation Agreement with Saint Mary of Nazareth Hospital. The term of this Agreement shall commence October 22, 2025. This Agreement shall remain in effect unless terminated in writing by either party. Either party may terminate the Agreement upon written notice with or without cause, upon thirty (30) days advance written notice to the other party. Any students enrolled in a clinical experience at the time of termination shall be permitted to complete the then current clinical rotation under the terms and conditions stated herein. There is no cost to the college for this Agreement.

RATIONALE: This Agreement will enable students in Triton College's Respiratory Care, Radiology, Sonography, Surgical Technology, Certified Medical Assistant, Nursing, Nursing Assistant, and Sterile Processing programs to participate in clinical education experiences at Saint Mary of Nazareth Hospital.

Submitted to Board by: _____


Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

Mark R. Stephens
Board Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes ☒ No ☐



EDUCATIONAL AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT is made and entered into as of last date of Signature, by and between the Community College District 504, commonly known as TRITON COLLEGE referred to as “SCHOOL” and SAINT MARY OF NAZARETH HOSPITAL - CHICAGO, LLC, D/B/A SAINT MARY OF NAZARETH HOSPITAL hereinafter referred to as “HOSPITAL”. SCHOOL and HOSPITAL may be collectively referred to as “Parties” and individually as “Party”.

RECITALS

A. HOSPITAL, located at 2233 W. Division St., Chicago, Illinois 60622, operates an acute care hospital and provides inpatient and outpatient healthcare to patients in the community.

B. SCHOOL operates an accredited Nursing and Affiliated Health & Career Programs for educating students to meet the qualifications for practice in the profession of Certified Medical Assistant, Nursing (ADN), Nursing Assistant, Radiology, Respiratory Care, Sonography/Vascular Technology, Sterile Processing and Surgical Technology and desires to cooperate with HOSPITAL in providing students a supervised opportunity to participate in a field educational experience rotation at Hospital (“Field Experience”).

C. HOSPITAL and SCHOOL shall both benefit by making the Field Experience program available to students at HOSPITAL.

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations set forth herein, and in consideration of the mutual benefits to be derived therefrom, the Parties hereto agree as follows:

DEFINITIONS

A. “Student” is an individual who is enrolled as a degree (diploma, certificate, etc.) seeking person at SCHOOL and whose completion of SCHOOL coursework has deemed them eligible to participate in the Field Experience program as outlined in this Agreement.

B. “Field Experience” is the affiliated health & career program and curriculum received at SCHOOL, in conjunction with HOSPITAL, as outlined in this Agreement.

C. “Faculty” or “Faculty Member” is a SCHOOL employee, instructor, agent, or representative of the administrative or teaching staff at SCHOOL that has been designated by SCHOOL to participate in the Field Experience program as outlined in this Agreement.

ARTICLE I **SCHOOL OBLIGATIONS**

1.1 SCHOOL agrees to be obligated by the following terms and conditions:

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School Affiliation Agreements

- a. The number of students allowed to participate under this Agreement shall be mutually agreed upon by the Parties at least a reasonable time prior to the proposed onset of the clinical rotation.
- b. The dates, times, field areas and departments for student placement and the goals and objectives of each Field Experience shall be mutually agreed upon by the SCHOOL and HOSPITAL a reasonable amount of time prior to the student's arrival at HOSPITAL.
- c. The field coursework will be completed at SCHOOL and HOSPITAL in accordance with the field requirements of the Program and Field Experience.
- d. The parties agree that students will participate in providing patient services rendered at HOSPITAL as part of student's Field Experience. The parties further agree that HOSPITAL has final responsibility, authority and supervision over all aspects of patient care and service, and all students and faculty members participating in the Field Experience and SCHOOL will, at all times, abide by such supervision and HOSPITAL shall remain solely responsible for all patient care. Students and faculty members assigned to HOSPITAL for Field Experiences will be subject to the rules and regulations of HOSPITAL including, but not limited to, all applicable certification and accreditation standards, HIPAA procedures governing the disclosure of individually identifiable health information, credentialing requirements, and employee and risk management policies.
- e. SCHOOL shall provide HOSPITAL with a student profile of each student enrolled in the Field Experience program, including student's name, address, telephone number, email address, date of birth, and level of academic preparation. Such information shall be maintained by HOSPITAL in a manner that complies with the obligations of the Family Educational Rights and Privacy Act ("FERPA") and shall not be shared with any third parties unless the student or SCHOOL provide written consent for such disclosure.
- f. SCHOOL shall assume responsibility for instructing all students who participate in the Field Experience about working in a hospital setting, including, but not limited to the following topics:
 - i. information contained in HOSPITAL'S employee orientation program; as applicable
 - ii. information on HOSPITAL policies and procedures; as applicable
 - iii. information on confidentiality of patients' information;
 - iv. information on identifying and handling hazardous materials;
 - v. information on universal precautions and procedures regarding infection control; and
 - vi. information on applicable state and federal regulations.
- g. SCHOOL shall assume responsibility for providing instruction and informing students of the requirement to comply with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became

effective March 6, 1992, and as may be amended or superseded from time to time (the “Regulations”), including, but not limited to accepting the same level of responsibility as “the employer” would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. SCHOOL shall inform all students of the requirement to obtain the Hepatitis B vaccination or provide documentation of declination in accordance with the Regulations.

- h. SCHOOL shall ensure that each student participating in a Field Experience at HOSPITAL will be provided HIPAA compliance education prior to the start of the Field Experience. The training will include (I) a general overview of the privacy regulations; (ii) the duty of students to maintain the confidentiality of patient information; (iii) the uses and disclosures that students may make; and (iv) patient rights under the privacy regulations. SCHOOL shall provide HOSPITAL, upon request, evidence of any or all participating student’s training.
- i. SCHOOL shall ensure that all students are appropriately physically identified as students, and that all students are aware of the obligation to identify themselves appropriately as students in all communications with HOSPITAL employees, agents, Medical Staff members, and patients. If STUDENT is provided a Hospital ID STUDENT should wear it at all times and the ID should state STUDENT. The parties agree that a student may be terminated from the Field Experience immediately for failure to appropriately identify himself/herself as a student.
- j. SCHOOL shall inform each student and faculty member participating in the Field Experience to provide, documentation of appropriate immunization of students and participating faculty members, as required pursuant to Exhibit B (attached hereto and incorporated herein). Upon request of HOSPITAL, SCHOOL will inform the students of a need to provide a complete student health history record. If the record is not provided within a reasonable period of time; HOSPITAL deems the record unsatisfactory; or, based upon the record, it appears the student may pose a risk to the health or safety of HOSPITAL personnel or patients, HOSPITAL may, subject to legal obligations, refuse the student access to HOSPITAL.
- k. SCHOOL shall notify HOSPITAL of any known exposure to disease, illness or injury reported by or occurring to any student or participating faculty member, regardless of whether such event occurred at HOSPITAL.
- l. SCHOOL shall inform students of the requirement to provide HOSPITAL with information to ascertain that students’ health status and physical condition are in conformance with HOSPITAL health requirements for the Field Experience program. At a minimum, each student shall be advised of the requirement to provide to HOSPITAL satisfactory evidence that each student is free from contagious disease and does not otherwise present a health hazard to HOSPITAL patients, employees, volunteers or guests prior to his or her participation in the Field Experience program. Such evidence shall include completion of a tuberculin skin test

(within the last twelve months) or evidence that each student is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, and physical examination and evidence of immunity from rubella, measles and chicken pox. The student shall be responsible for arranging for the student's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Field Experience program at HOSPITAL. In no event shall HOSPITAL or SCHOOL be financially or otherwise responsible for said medical care and treatment. SCHOOL shall ensure that all participating students read, complete, sign and submit the forms attached hereto and listed on Exhibits "A" and "B".

1.2 Faculty Qualifications. SCHOOL shall assume responsibility for ensuring that all faculty members assigned to participate in the Field Experience are qualified and competent and shall:

- a. Keep on file and furnish to HOSPITAL, or request that the faculty member provide, upon request, the following items concerning any faculty member who participates in the Field Experience program at HOSPITAL:
 - i. Proof of educational qualifications;
 - ii. Documentation of insurance coverage as outlined in this Agreement; and
 - iii. Licensure for that state specified, if applicable.

1.3 Student Qualifications. SCHOOL shall assure that students are eligible for the Field Experience program and shall:

- a. Assume responsibility for the education and field-training program of Students participating in field experiences and assign to HOSPITAL only those Students who have satisfactorily completed SCHOOL's prerequisites for Field Experiences.
- b. Maintain all education records and reports related to its students, and comply with all applicable statutes, rules and regulations respecting the maintenance of and release of information from such records.
- c. Pursuant to HOSPITAL policy, SCHOOL shall require Students who will be on-site at HOSPITAL to have performed criminal background checks and drug and alcohol testing (using a HOSPITAL approved screening panel). SCHOOL shall use a licensed company designated and approved by HOSPITAL to perform the drug testing and criminal background verification. HOSPITAL will not accept drug test and criminal background check results from any company other than those approved by the HOSPITAL. SCHOOL shall provide HOSPITAL with a description of its background investigation processes and shall attest to HOSPITAL that each Student has submitted to a complete background check. SCHOOL shall inform students of the obligations to provide copies of such criminal background checks and negative test results to HOSPITAL prior to the beginning of the clinical rotation at the HOSPITAL. A background check will be considered "completed" if it includes, at a minimum, all of the following elements: (1) seven (7) year criminal background check in current and previous counties of residence and employment, (2) confirmation that the Student is not listed as sexual offender and, if requested by

HOSPITAL, in any child abuse registry (3) evidence that the Student is eligible to participate in all federal and state health programs and verification that the Student is not on the OIG or GSA exclusion list and (4) any other element required by HOSPITAL to meet state law requirements. HOSPITAL shall have the right to require the withdrawal of any Student in the event that Student fails to meet the standards established by HOSPITAL for acceptable background. SCHOOL shall indemnify and hold HOSPITAL harmless from any and all actions or claims that may be asserted by Students resulting from HOSPITAL'S rejection of any Student from Program based on the results of a criminal background check or any claim that such a background check was conducted improperly. Fees for the criminal background checks and drug and alcohol testing shall be paid by the SCHOOL or the Student.

- d. Obtain student' signatures on any and all consent/releases.
- e. Take the necessary steps to assure that no student is assigned to HOSPITAL if such student is known to present a foreseeable harm to patient care or disruption to HOSPITAL operations. SCHOOL must make a determination as to the student's ability to perform activities in the Field Experience and advise HOSPITAL of any requests or needs of the student for accommodation.

1.4 Professional Fees. SCHOOL shall not bill, or collect any professional fees from HOSPITAL, HOSPITAL patients, or any other payor for patient care services rendered during the Field Experience program.

1.5 Equipment and Property Loss. SCHOOL shall assume responsibility for the replacement cost of equipment and/or property that is broken or damaged due to misconduct on the part of SCHOOL, students, or faculty.

1.6 Cost of Supplies and Materials. SCHOOL shall be responsible for, or shall ensure that the student covers, at his or her own expense, the cost of supplies and materials that are required by SCHOOL for the Field Experience program.

1.7 Use of Hospital Name. SCHOOL shall obtain prior written approval, which shall not be unreasonably withheld, of HOSPITAL before:

- a. publishing material relating to the Field Experience program, and
- b. using HOSPITAL's name in any advertisement or promotional material.

ARTICLE II

HOSPITAL OBLIGATIONS

2.1 Field Experience Program. HOSPITAL shall provide an on-site experience for students that is pertinent and meaningful.

2.2 Number of Students. HOSPITAL shall accept from SCHOOL the mutually agreed upon number of students enrolled in the Program, subject to change based on HOSPITAL resources and circumstances. Ultimately, the number of students accepted shall be determined at the sole discretion of HOSPITAL as building space, patient population, supervisory staff, program, and any other considerations permit.

2.3 Student Evaluation. HOSPITAL shall periodically evaluate student performance in collaboration with SCHOOL and provide feedback to SCHOOL regarding the student Field Experience as reasonably requested by SCHOOL and notify SCHOOL in a timely manner of any unsatisfactory conduct or performance of student. However, SCHOOL shall remain solely responsible for the assignment of grades and academic credit.

2.4 Hospital Orientation. HOSPITAL shall provide SCHOOL with orientation materials related to HOSPITAL policies, standards and practices; as applicable.

2.5 Student Assignments. HOSPITAL, in collaboration with SCHOOL, shall establish work times, work locations, and responsibilities for students.

2.6 Access to Facilities. HOSPITAL shall permit students enrolled in the Field Experience program access to HOSPITAL facilities as appropriate and necessary for their Field Experience program, provided that the students' presence does not interfere with HOSPITAL activities.

2.7 Job Specific Requirements. HOSPITAL shall advise SCHOOL of any job requirements or safety issues that are pertinent to the specific Field Experience program job assignment.

2.8 First Aid. HOSPITAL shall provide necessary emergency health care or first aid to students and faculty for accidents occurring at HOSPITAL. HOSPITAL is not obligated to assume financial responsibility for such care and may request reimbursement from student or faculty, or their insurance carrier.

2.9 Student Supervision. HOSPITAL shall permit students to perform services for patients only when under the direct supervision of a clinician or professional of HOSPITAL staff. When appropriate, such clinicians or professionals shall be certified or licensed in the discipline in which supervision is provided. HOSPITAL may provide qualified health care personnel to act as preceptors for students participating in the Field Experience.

2.10 Patient Care Responsibility. HOSPITAL retains responsibility for the care of its patients. Students and faculty, as trainees and participants in the Field Experience program, will not replace HOSPITAL staff.

2.11 Administrative Responsibility. HOSPITAL retains administrative responsibility for HOSPITAL services rendered pursuant to this contract and in accordance with State laws and regulations.

2.12 Mutual Responsibility. Both parties will instruct their respective faculty, staff and participating student(s) to maintain confidentiality of student and patient information as required by law, including the Family Education Rights and Privacy Act (FERPA) and the Health Insurance Portability Accountability ACT (HIPAA) and by policies and procedures of SCHOOL and HOSPITAL.

2.13 Personal Protective Equipment. HOSPITAL shall provide necessary personal protective equipment for students while assigned to HOSPITAL in compliance with OSHA Blood-Borne Pathogen Regulations, the Nuclear Regulatory Commission regulations and other applicable federal and state health and safety regulations. However, HOSPITAL may require SCHOOL or STUDENT to provide necessary personal protective equipment for faculty and/or student use when it is necessary for HOSPITAL to conserve supplies for HOSPITAL staff.

2.14 SCHOOL Faculty Members: HOSPITAL shall ensure that each institution's instructors or faculty members participating in the Field Experience and who will supervise students at the HOSPITAL shall be duly licensed by the appropriate governmental authority in the state where HOSPITAL is located, and if required under the Medical Staff Bylaws of the Hospital, have privileges to perform services in the Hospital as a member of the active Medical Staff in accordance with any and all applicable provision of the Medical Staff Bylaws.

ARTICLE III **REMOVAL OF STUDENTS**

3.1 HOSPITAL reserves the right to immediately remove, either temporarily or permanently, a student from HOSPITAL for any reason, including but not limited to, the following reasons:

- a. Misconduct;
- b. Inappropriate behavior;
- c. Refusal or failure to follow HOSPITAL policies, procedures, standards and practices;
- d. Violation of federal or state laws or regulations;
- e. Unsafe behavior;
- f. Inappropriate dress;
- g. Unsatisfactory performance; and/or
- h. Detrimental health status.

3.2 Consult with SCHOOL. Prior to any cancellation or termination, HOSPITAL shall consult with SCHOOL, if feasible, about the proposed action. However, the decision to deny a student access to HOSPITAL will be made by HOSPITAL at its sole reasonable discretion.

ARTICLE IV **NON-DISCRIMINATION**

HOSPITAL and SCHOOL shall both comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973, and related regulations, and will not discriminate against any person on the basis of race, creed, sex, national origin, age, sexual orientation, veteran status, handicap or any other factor as protected or prohibited by law, rule or regulation under any program or activity receiving federal financial assistance.

Each Party represents that it maintains a sexual harassment policy and a Drug Free Workplace policy as required by applicable law, rule or regulation.

ARTICLE V

INSURANCE REQUIREMENTS

5.1 SCHOOL shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, general and professional liability insurance on an occurrence based policy in amounts reasonably necessary to protect SCHOOL and its students, employees, agents, or representatives against liability arising from any and all negligent acts or incidents occurring in the discharge of its or their responsibilities and obligations under this Agreement. Coverage under such general and professional liability insurance shall be not less than two million dollars (\$2,000,000.00) for each occurrence and five million dollars (\$5,000,000.00) in annual aggregate. SCHOOL agrees to furnish HOSPITAL with a Certificate of Insurance evidencing compliance with all applicable insurance requirements upon the execution of this Agreement and annually during the term of this Agreement. Such certificate of Insurance shall state that students are covered by such policy of insurance. In the event of insurance cancellation or modification SCHOOL agrees to provide no less than thirty (30) days' notice of any insurance cancellation, reduction, or other material change of the scope of any required insurance coverage.

5.2 Hospital Liability Insurance. HOSPITAL shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, professional liability insurance or a program of self-insurance in amounts reasonably necessary to protect HOSPITAL and its employees, agents, or representatives against liability arising from any and all negligent acts or incidents occurring in the discharge of its or their responsibilities and obligations under this Agreement. Coverage under such professional liability insurance shall be not less than two million dollars (\$2,000,000.00) for each occurrence and five million dollars (\$5,000,000.00) in annual aggregate. HOSPITAL agrees to furnish SCHOOL with a Certificate of Insurance evidencing compliance with all applicable insurance requirements upon the execution of this Agreement and annually during the term of this Agreement. Such certificate of Insurance shall state that providers are covered by such policy of insurance. In the event of insurance cancellation or modification HOSPITAL agrees to provide no less than thirty (30) days' notice of any insurance cancellation, reduction, or other material change of the scope of any required insurance coverage.

5.4 Workers' Compensation. Each Party shall maintain Workers' Compensation and Disability Insurance covering their personnel in accordance with all applicable workers' compensation laws.

5.5 Health Insurance. SCHOOL shall inform each student in Field Experience programs of the requirement to procure and maintain in force during the term of this Agreement, at the students' sole cost and expense, health insurance coverage. Evidence of Health Insurance shall be provided by the student to Hospital, upon request.

5.6 Proof of Insurance. SCHOOL and Students, as applicable, prior to the execution of this Agreement and annually during the term of this Agreement, agrees to furnish HOSPITAL with certificates of insurance evidencing compliance with all applicable insurance requirements, including:

- a. certificate of professional liability and general liability insurance (covering SCHOOL and/or student, as applicable);
- b. certificate of Workers' Compensation insurance;
- c. proof of health insurance coverage for students;

5.7 Insurance Cancellation/Modification. Both parties agree to provide for not less than thirty (30) days-notice of any insurance cancellation, reduction, or other material change in the amount or scope of any required insurance coverage.

ARTICLE VI

INDEMNIFICATION/HOLD HARMLESS

6.1 SCHOOL shall defend, hold harmless and indemnify HOSPITAL and its affiliates, directors, trustees, officers, agents, and employees against all claims, demands, suits, judgments, expenses and costs of any and all kinds, including attorneys' fees and costs, arising as a result of damages or injuries caused to any third party through the performance or failure of performance of this Agreement, including violation of any duty imposed by statute, ordinance, or regulation, on the part of SCHOOL, its employees, agents, or students providing such damages or injuries have arisen or are claimed to have arisen out of negligence or Workers' Compensation claim (pursuant to paragraph 6.4 of this Agreement) or any other grounds of legal liability, including violation of any duty imposed by statute or ordinance or regulation on the part of SCHOOL, its students, employees, or agents.

6.2 HOSPITAL shall defend, hold harmless and indemnify SCHOOL and its affiliates, directors, trustees, officers, agents, and employees against all claims, demands, suits, judgments, expenses and costs of any and all kinds, including attorneys' fees and costs, arising as a result of damages or injuries caused to any third party through the performance or failure of performance of this Agreement, including violation of any duty imposed by statute, ordinance, or regulation, on the part of HOSPITAL, its employees, agents, or students providing such damages or injuries have arisen or are claimed to have arisen out of negligence or any other grounds of legal liability, including violation of any duty imposed by statute or ordinance or regulation on the part of HOSPITAL, its employees, or agents.

6.3 The parties agree that neither termination of this Agreement nor completion of the acts performed under this Agreement shall release either Party from the obligation to indemnify the other as to any claim or cause of action, which occurred, or is alleged to have occurred, prior to the effective date of such termination or completion.

6.4 SCHOOL, as an entity and on behalf of its employees, agents, and students, claims any and all governmental immunity as may be established by or set forth under Federal or Illinois law, rule or regulation.

ARTICLE VII

RELATIONSHIP BETWEEN THE PARTIES

7.1 Independent Entities. Nothing in this Agreement is intended nor shall be deemed or construed to create any relationship between HOSPITAL, SCHOOL, students, or faculty of SCHOOL, other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement.

7.2 Authorization to Speak for Other Party. No Party is authorized to speak on behalf of the other for any purpose whatsoever without the prior consent of the authorized agent in writing of the other.

7.3 No Employer/Employee Relationship. The Parties expressly understand and agree that the students enrolled in the program are in attendance for educational purposes, and such students are not employees of either HOSPITAL or SCHOOL. Furthermore, SCHOOL faculty are not employees of HOSPITAL. SCHOOL faculty and students participating in the Field Experience program are, however, considered members of HOSPITAL'S "workforce" for purposes of compliance with the Health Insurance Portability and Accountability Act ("HIPAA"). Finally, HOSPITAL employees are not employees of SCHOOL and shall not be entitled to any benefits of employment provided to SCHOOL employees, including participation in pension programs or accrual of tenure.

- a. Benefits. Because SCHOOL faculty and SCHOOL students are not employees of HOSPITAL, it is understood by SCHOOL, students, and faculty that HOSPITAL shall not provide employment compensation or employment benefits, including health insurance benefits, paid leave benefits, disability benefits, workers' compensation benefits, unemployment benefits, retirement benefits, or any other employee benefit, for the benefit of SCHOOL, students, or faculty.

Because HOSPITAL staff are not employees of SCHOOL, it is understood by HOSPITAL, and Hospital staff that SCHOOL shall not provide employment compensation or employment benefits, including health insurance benefits, paid leave benefits, disability benefits, workers' compensation benefits, unemployment benefits, retirement benefits, or any other employee benefit, for the benefit of HOSPITAL or Hospital staff.

- b. Taxes. Because SCHOOL faculty and SCHOOL students are not employees of HOSPITAL, it is understood by SCHOOL that HOSPITAL shall not be responsible for withholding federal or state taxes with respect to any compensation that may be paid to students or faculty by SCHOOL or other source.

Because HOSPITAL staff are not employees of SCHOOL, it is understood by HOSPITAL that SCHOOL shall not be responsible for withholding federal or state taxes with respect to any compensation that may be paid to Hospital staff by HOSPITAL or other source.

ARTICLE VIII

CONFIDENTIALITY OF MEDICAL INFORMATION

81 Access to Information. Neither HOSPITAL nor SCHOOL nor students enrolled in the Field Experience program shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by HOSPITAL in writing, any patient or medical record information regarding HOSPITAL patients, and SCHOOL and HOSPITAL and students shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of HOSPITAL, SCHOOL and students, regarding the confidentiality of such information. SCHOOL acknowledges that in receiving or otherwise dealing with any records or information from HOSPITAL about HOSPITAL's patients receiving treatment for alcohol or drug abuse, SCHOOL and Students are fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time).

In addition, SCHOOL and HOSPITAL shall not use or disclose any protected health information and individually identifiable health information, as defined in 45 CFR Part 164 (collectively, the “**Protected Health Information**”), concerning a patient other than as permitted by this Agreement or provisions of the federal privacy regulations (the “**Federal Privacy Regulations**”) and the federal security standards (the “**Federal Security Regulations**”) as contained in 45 CFR Part 164.

82 Patient Consent. SCHOOL and Students shall work with HOSPITAL to obtain patient consent in appropriate circumstances. In the absence of consent, Students shall use de-identified information only in any discussions about the Field Experience with SCHOOL, its employees, or agents.

83 HIPAA. For purposes of this Agreement, Students are trainees and shall be considered members of the Hospital’s workforce as that term is defined in the HIPAA regulations at 45 C.F.R. Section 160.103. The SCHOOL shall be responsible for curriculum planning, admission, administration, requirements for matriculation, faculty appointments and promotions and any other requirements of any academic accrediting agency. Neither the SCHOOL nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent to such access. SCHOOL shall reasonably assist the Hospital in obtaining patient consent in appropriate circumstances.

84 Student Confidentiality Agreement. Student participants in the Field Experience program shall sign HOSPITAL’S Confidentiality Agreement attached hereto as Exhibit A-2.

ARTICLE IX **TRADE SECRETS**

During the term of this Agreement, SCHOOL and its students and/or faculty shall have access to and become acquainted with confidential information and trade secrets of HOSPITAL, including information and data relating to payer contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations, and related data (collectively, “Trade Secrets”). All Trade Secrets are the property of HOSPITAL and used in the course of HOSPITAL’S business and shall be proprietary information protected under the Uniform Trade Secrets Act. SCHOOL, students, and faculty shall not disclose to any person or entity, directly or indirectly, either during the term of this Agreement or at any time thereafter, any Trade Secrets, or use any Trade Secrets other than in the course of providing services under this Agreement. All documents that SCHOOL, students, and faculty prepare, or Trade Secrets that might be given to SCHOOL, students, and faculty in the course of providing services under this Agreement, are the exclusive property of HOSPITAL, and, without prior written consent of HOSPITAL, shall not be removed from HOSPITAL’S premises.

ARTICLE X **TERM AND TERMINATION OF AGREEMENT**

10.1 Term. This Agreement shall be effective on the last date of signature, and shall remain in effect unless terminated in writing by either party as provided herein.

10.2 Termination. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days advance written notice to the other party; provided that all students currently enrolled in the

Program at Hospital at the time notice of termination shall be given the opportunity to complete their Field Program at Hospital, such completion not to exceed three (3) months.

ARTICLE XI

GENERAL PROVISIONS

11.1 Amendment. This Agreement may be amended at any time by mutual agreement of the Parties, provided that before any amendment shall be operative or valid, it shall have been reduced to writing and signed by authorized agents of both Parties.

11.2 Assignment. Neither HOSPITAL nor SCHOOL shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other.

11.3 Attorneys' Fees. If either Party brings an action for any relief or collection against the other Party, declaratory or otherwise, arising out of the arrangement described in this Agreement, each Party shall be responsible for their share of costs and attorneys' fees, including without limitation fees incurred at arbitration, at trial, on appeal, and on any review therefrom, all of which shall be deemed to have accrued upon the commencement of such action.

11.4 Force Majeure. Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance, or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), action of any governmental authority, riots, revolutions, fire, floods, explosions, sabotage, nuclear incidents, lightening, weather, earthquakes, storms, sinkholes, or epidemics.

11.5 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

11.6 Meaning of Certain Words. Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include plural, and vice versa.

11.7 Notices. All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express). Notice shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

If to Hospital :
Saint Mary of Nazareth Hospital – Chicago,
LLC d/b/a Saint Mary of Nazareth Hospital
2233 W. Division
Chicago, IL 60622
Contact person: Joseph Wadas
jwadas@primehealthcare.com

If to the School :
Dean of Health Careers and Public Service Programs
2000 Fifth Avenue
River Grove, IL 60171

With copy to:
Winner Law
2344 W Melrose
Chicago, IL 60618

11.8 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

11.9 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective and shall apply solely to the specific instance expressly stated.

11.10 Entire Agreement. This Agreement is the entire understanding and Agreement of the Parties regarding its subject matter, and supersedes any prior oral or written Agreements, representations, or understandings between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed by and authorized agent, and attached to this Agreement.

11.11 Governing Law. This Agreement shall be governed in all respects by the laws of the State of Illinois. All disputes shall be resolved in the Circuit Court of Cook County, Illinois.

11.12 This Agreement is executed by an authorized representative of SCHOOL in the representative's official capacity only and the representative shall have no personal liability under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their behalf by their duly authorized representatives.

HOSPITAL:
Saint Mary of Nazareth Hospital – Chicago,
LLC d/b/a Saint Mary of Nazareth Hospital

SCHOOL:
TRITON COLLEGE

By: _____
Signature

Name: Ellis Hawkins

Title: CEO

By: _____
Signature

Name: Mark R. Stephens

Title: Board Chairman

Date: _____ Date: _____

EXHIBIT A
CLEARANCE FORMS PACKET

All participating students shall read, complete, sign and submit the following forms:

- 1. Exhibit A-1: Student Code of Conduct.**
- 2. Exhibit A-2: Student Confidentiality Policy/HIPAA.**
- 3. Exhibit A-3: Agreement for Waiver and Release of all Claims.**
- 4. Exhibit A-4: If Student is an employee of [enter hospital name]**
- 5. Exhibit A-5: General Compliance Training Attestation**
- 6. Exhibit B: Student Agreement- Field Experience**

PLEASE SIGN AND INITIAL PAGES WHERE INDICATED

STUDENT NAME: _____ SIGNATURE: _____

SCHOOL NAME: _____ PROGRAM: _____

FIELD COORDINATOR'S NAME: _____

SUPERVISING MEDICAL PROFESSIONAL: _____

EXHIBIT “A-1”
STUDENT CODE OF CONDUCT
[Enter Hospital Name]

This Hospital mandates that there be an environment of mutual understanding, respect and cooperation and that its affiliated SCHOOL students and/or interns must maintain the highest standards of personal/professional conduct and behavior. Regardless of the role description, each individual is a vital link in providing outstanding patient care and customer service.

This is not intended to be a complete list of all code of conduct and performance, but to promote an idea of what type of conduct and job performance is expected and what behavior may result in corrective action or discharge. In arriving at a decision, both the nature of the incident and prior record of the employee will be considered.

The Hospital is committed to Standards of Behavior by the following listed below. Failure to comply will result in disciplinary action.

The Hospital retains the right to immediately terminate the affiliation of a student and/or intern for any type of misconduct, including the examples listed below, depending upon the nature and circumstances of the incident and the any prior performance records. However, examples of other conduct that normally will result in a warning or suspension prior to termination include the following:

Falsification of any records, such as medical forms, worker’s compensation claims, timecards or SCHOOL programs applications, or giving false testimony or witness.

Carelessness of violations of Hospital rules and procedures which could jeopardize the safety of self or others or and/or which could result in bodily injury or damage to Hospital property.

Disorderly conduct including fighting, horseplay, threatening, or abusing any individual, patient, visitors, or member of the public. Immoral or indecent conduct.

Insubordination including refusal or failure to perform tasks assigned by a supervisor or manager in the appropriate manner.

Distribution, use, possession, purchase or sale of or being under the influence of alcohol, narcotics, intoxicants, drugs or hallucinatory agents while on Hospital property or reporting to work under such conditions.

Use of alcohol or drugs while in a Hospital uniform.

Any violation of the Hospital’s Drug-Free Workplace Program.

Threats of violence, acts of violence, terrorist threats or acts of terrorism against the Hospital, patients, employees or the general public.

Sleeping during Field Experience time.

Student Initials: _____

EXHIBIT “A-1”
STUDENT CODE OF CONDUCT
[Enter Hospital Name]
(CONTINUATION)

Stealing from the Hospital, employees, patients or members of the public, regardless of the amount. Soliciting tips, gifts or other gratuities or favors from patients or their families.

Possession of weapons or explosives on Hospital premises.

Field Experience abandonment/Leaving without authorization.

Failure to return to the Field Experience Program by the end of the student or intern’s normal Field Experience day, on the date scheduled for return to the Field Experience from an excused absence.

Disclosure (whether negligent or intentional) of confidential information pertaining to patients, physicians, or other employees, including, but not limited to the violation of the Patient’s Right and Confidentiality Policies and the Health Information Portability and Accountability Act (HIPAA).

Giving unauthorized medical or health advice.

Altering, falsifying, or making an intentional misstatement of facts on a member or patient record or chart.

Failure to perform assignment as directed.

Inappropriate attitude or behavior to patients, other employees, or members of the public.

Violations of security or safety regulations including unsafe acts, such as improper bending, lifting, twisting, etc.

Excessive absenteeism or pattern of unexcused absences.

Soliciting for any purpose during working time (working time does not include meal or break periods during which a student or intern is released from all duties).

Unsatisfactory performance.

Student Initials:

EXHIBIT "A-1"
STUDENT CODE OF CONDUCT
[Enter Hospital Name]
(CONTINUATION)

Negligent conduct that causes misuse, waste or damage to any of the Hospital's property or using such property for personal reasons or releasing such property to others without proper authorization.

Failure to attend required orientation, in-service sessions or mandatory staff meetings.

Failure to immediately report accidents, theft, abuse, or similar misconduct towards patients, visitors, or employees.

Smoking, eating, chewing gum or lounging in unauthorized areas or taking or consuming food and beverages sent for patients, visitors or any other individuals.

Improper or unauthorized parking.

TO BE COMPLETED BY STUDENT

I _____ acknowledge that I have read and fully understand the Code of Conduct.

Print Name

Signature

Date

EXHIBIT “A-2”
STUDENT CONFIDENTIALITY POLICY/HIPAA
ACKNOWLEDGEMENT

Confidentiality Policy

Disclosure of confidential information gained through your Field Experience Program by the Hospital is considered an act of prohibited conduct subject to disciplinary action, up to and including student suspension.

Any information concerning a patient’s illness, family, financial condition, or personal characteristics is strictly confidential. When a patient’s history or condition is reviewed, it must be done in private only with those persons involved with the care of the patient. Copying, photographing, replicating in any manner, videotaping, etc. is strictly prohibited.

I understand and agree to abide by the statement outlined above.

HIPAA Acknowledgement

HIPAA is the Health Insurance Portability and Accountability Act of 1996: Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Field Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws. The Privacy Rule (“RULE”) is a section of this law designed to protect the privacy of certain health information. This information is referred to as Protected Health Information (“PHI”) that relates to the health of an individual and identifies, or can be used to identify, the individual. Disclosure of information in violation of the RULE is considered an act of prohibited conduct subject to disciplinary action, up to and including student suspension.

I understand and acknowledge the above standards regarding patient privacy and protected health information. Under HIPAA there are penalties both civil and criminal for failure to comply with privacy requirements.

Student Name (Please Print):	SCHOOL Name and Program:
Student Signature:	Date:

EXHIBIT "A-3"
AGREEMENT FOR WAIVER AND RELEASE OF ALL CLAIMS

This AGREEMENT FOR WAIVER AND RELEASE OF ALL CLAIMS (this "**Agreement**") is made effective this day of _____, 20__ (the "**Effective Date**"), by and between _____ ("**Hospital**"), Community College District 504 ("**Triton**"), and _____ ("**Student**").

This Agreement is based on the facts hereinafter recited:

1. Student shall be provided access to Hospital's premises for the purpose of obtaining Field education via a Field Experience Program for students enrolled in the Triton _____ Program or any professional degree in the healthcare industry.
2. Student understands that the educational institution in which Student currently is enrolled in, and which has contracted with Hospital to provide Student access to Hospital's premises Field Experience Program, does not provide Workers' Compensation coverage for Student.
3. Student also understands and agrees that Hospital's Workers' Compensation insurance policy does not cover Student for injuries sustained by Student while engaging in Field Experience Program activities on Hospital's premises.
4. Student hereby agrees to waive and release Triton and Hospital from any liability or responsibility any injuries sustained by Student while engaging in Field Experience Program activities on Hospital's premises, no matter how incurred, that may otherwise be covered under workers' compensation insurance.
5. Student further understands and agrees that Students are required to obtain their own health insurance coverage for any illnesses or injuries sustained while engaging in Field Experience Program activities on Hospital's premises.
6. Student hereby agrees to look only to their own health insurance coverage or otherwise retain their own financial responsibility for any medical services they receive in connection with any injuries sustained by Student while engaging in Field Experience Program activities on Hospital's premises.
7. The undersigned represents and warrants that they have the right, power, legal capacity, and authority to enter into this Agreement, and that no further approval or consent of any person or entity is necessary for them to enter into and perform such obligations.
8. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, said provision shall be deemed to be severed and deleted and neither such provision, its severance, or deletion shall affect the validity of the remaining provisions of this agreement.
9. This Agreement shall not be construed against the party or its representative who drafted this Agreement, or any portion hereof.

Student Initials: _____

EXHIBIT "A-3"
(Continuation)

10. This Agreement shall be and inure to the benefit of the undersigned and their heirs, executors, wards, administrators, agents, officers, directors, shareholders, successors in interest and assigns.
11. This Agreement is and shall be subject to, governed by, and construed and enforced pursuant to the laws of the State of Illinois. All disputes under this Agreement shall be resolved in the Circuit Court of Cook County.
12. This release and Agreement is the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This release and Agreement may be amended only upon an agreement in writing.

Each Party hereto represents and warrants that it has been advised to seek advice from independent legal counsel of its own choosing regarding this Agreement and its terms and language, and understand and acknowledge the significance and consequence of these Releases, and the specific waivers of Section 1542, and each Party expressly consents that this Agreement and the Releases set forth herein shall be given full force and effect according to each and all of their express terms and provisions, including those relating to unknown and unsuspected claims, demands and causes of action, if any, as well as those relating to any other claims, demands and causes of action herein above specified.

DO NOT SIGN UNTIL READ AND FULLY UNDERSTOOD

Hospital: _____

Student: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

EXHIBIT "A-4"
[Enter Hospital Name]
HOSPITAL EMPLOYEES ONLY

I, _____ employee of [Enter Hospital Name] and Student of [Enter School Name], acknowledge that I have read, fully understand and agree to comply to the following terms:

WORKING TIME & OBSERVATION/FIELD ROTATION TIME EXCLUSIVITY:

Student/Observer agrees that his/her Working Time and Observation/Field Rotation Time are exclusive from one another, and at no point shall Student/Observer be performing Observation/Field Rotation Time and be allowed to change and perform Working Time. Likewise, at no point shall Student/Observer be performing Working Time and be allowed to change and perform Observation/Field Rotation Time.

Student/Observer Signature: _____ Date: _____

[Enter Hospital Name] Physician or Field Experience Supervisor:

Signature: _____ Date: _____

Name: _____ Title: _____

Approved by:

Signature: _____ Date: _____

Name: _____ Title: _____



General Compliance Training Attestation Form

I, _____, hereby confirm that I have reviewed
(Name)

and understand the content of the **GENERAL COMPLIANCE TRAINING** module on
_____.

(Date)

Print Name: _____

Signature: _____

Discipline/Specialty: _____

School Name: _____

Contact Information: _____

Please return the completed form to: XXXXXXXX@primehealthcare.com

For questions or concerns please call: XXX-XXX-XXXX

EXHIBIT B
STUDENT AGREEMENT – FIELD EXPERIENCE

I, _____, a student at _____ ("School") in the _____ Program desire the opportunity to obtain Field Experience through participation in a Field rotation at Hospital (hereinafter referred to as "Field Experience"), and hereby agree to the following:

I understand and agree to abide by: (I) the applicable terms and conditions of the Educational Affiliation Agreement between my School and Hospital; (ii) all applicable Hospital policies and procedures; and (iii) the Ethical and Religious Directives for Catholic Health Care Services as found at www.usccb.org/bishops/directives. I further understand and agree that failure to do so may result in the immediate termination of my participation in the aforementioned Field Experience.

1. I understand and agree that I shall not use or disclose to any third party any trade secrets and/or confidential information, facts or documents relating in any way to Hospital's business operations, patients, suppliers, vendors, personnel, contracts or financial condition or any other confidential or proprietary information except as necessary to the completion of my Field Experience or as required by applicable law. I understand the foregoing does not apply to publicly available information or information required by court order or applicable law.
2. I have been provided the necessary HIPAA training and understand and agree to: (I) appropriately access and disclose patient information; (ii) appropriately use the Hospital information system; and (iii) use reasonable safeguards to prevent unauthorized access to or disclosure of Hospital patient information.
3. I understand and agree that when I am participating in the Field Experience, I am not, and will not be, an employee of Hospital or School and will therefore not be eligible for any of the compensation or benefits that Hospital or School employees receive.
4. I authorize all necessary exchanges of information between Hospital and my School related to me and my participation in the Field Experience, including my education records.
5. I agree to clearly identify myself as a student, both visually by the wearing of a name badge and in all written and verbal communication, to all patients, providers, and staff during my Field Experience.
6. I agree to act only within the scope of my Field Experience and, at such times as are necessary, will immediately attempt to resolve any question or doubt I have as to the extent of that scope with the appropriate Hospital supervisor and School faculty.
7. I have been appropriately immunized as required under the Educational Affiliation Agreement and agree to submit to any additional health examinations that might be necessary to my participation in the Field Experience and further agree to make the results of any such additional examinations available to Hospital upon request.
8. I understand that Hospital may make emergency care available to me during the term of my Field Experience and that such emergency care will not be given without charge. I agree that I will be financially responsible for any medical care provided by any Hospital Facility, including any emergency care.
9. I understand and agree that Hospital retains the right to remove me at any time, if Hospital deems such removal to be in the best interests of Hospital and its patients.
10. I agree to release Hospital and School from any liability for the loss of or damage to my personal property while on Hospital property. I agree to be liable for and indemnify Hospital and School for any claims made against Hospital which are based solely on any of my activities. By signing this Agreement, I, and my parent or guardian if applicable, acknowledge that I understand the dangers of participating in the Field Experience and hereby release Hospital and School, their administration, board of directors, employees and agents from any and all liability from my participating in the Field Experience. I agree that this Student Agreement shall be binding and of full force and effect upon my heirs, assigns, executors, personal representatives, and guardians, including parents, durable powers of attorney or next of kin.

STUDENT:

Signature

Date

Printed Name

Program

PARENT/GUARDIAN (If Student is a minor): I hereby agree to the above terms on behalf of the above-named student.

Signature

Date

Printed Name

Program

**TRITON COLLEGE, District 504
Board of Trustees**

Meeting of October 21, 2025

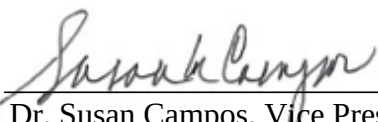
ACTION EXHIBIT NO. 17291

**SUBJECT: CLINICAL AFFILIATION AGREEMENT WITH
SAINT FRANCIS HOSPITAL**

RECOMMENDATION: That the Board of Trustees approve an Affiliation Agreement with Saint Francis Hospital. The term of this Agreement shall commence October 22, 2025. This Agreement shall remain in effect unless terminated in writing by either party. Either party may terminate the Agreement upon written notice with or without cause, upon thirty (30) days advance written notice to the other party. Any students enrolled in a clinical experience at the time of termination shall be permitted to complete the then current clinical rotation under the terms and conditions stated herein. There is no cost to the college for this Agreement.

RATIONALE: This Agreement will enable students in Triton College's Respiratory Care, Radiology, Sonography, Surgical Technology, Certified Medical Assistant, Nursing, Nursing Assistant, and Sterile Processing programs to participate in clinical education experiences at Saint Francis Hospital.

Submitted to Board by: _____


Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

**Mark R. Stephens
Board Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes ☒ No ☐



EDUCATIONAL AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT is made and entered into as of last date of Signature, by and between the Community College District 504, commonly known as TRITON COLLEGE referred to as “SCHOOL” and SAINT FRANCIS HOSPITAL - EVANSTON, LLC, D/B/A SAINT FRANCIS HOSPITAL hereinafter referred to as “HOSPITAL”. SCHOOL and HOSPITAL may be collectively referred to as “Parties” and individually as “Party”.

RECITALS

A. HOSPITAL, located at 355 Ridge Ave., Evanston, Illinois 60202, operates an acute care hospital and provides inpatient and outpatient healthcare to patients in the community.

B. SCHOOL operates an accredited Nursing and Affiliated Health & Career Programs for educating students to meet the qualifications for practice in the profession of Certified Medical Assistant, Nursing (ADN), Nursing Assistant, Radiology, Respiratory Care, Sonography/Vascular Technology, Sterile Processing and Surgical Technology and desires to cooperate with HOSPITAL in providing students a supervised opportunity to participate in a field educational experience rotation at Hospital (“Field Experience”).

C. HOSPITAL and SCHOOL shall both benefit by making the Field Experience program available to students at HOSPITAL.

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations set forth herein, and in consideration of the mutual benefits to be derived therefrom, the Parties hereto agree as follows:

DEFINITIONS

A. “Student” is an individual who is enrolled as a degree (diploma, certificate, etc.) seeking person at SCHOOL and whose completion of SCHOOL coursework has deemed them eligible to participate in the Field Experience program as outlined in this Agreement.

B. “Field Experience” is the affiliated health & career program and curriculum received at SCHOOL, in conjunction with HOSPITAL, as outlined in this Agreement.

C. “Faculty” or “Faculty Member” is a SCHOOL employee, instructor, agent, or representative of the administrative or teaching staff at SCHOOL that has been designated by SCHOOL to participate in the Field Experience program as outlined in this Agreement.

ARTICLE I **SCHOOL OBLIGATIONS**

1.1 SCHOOL agrees to be obligated by the following terms and conditions:

Page 1 of 25

School Affiliation Agreements

- a. The number of students allowed to participate under this Agreement shall be mutually agreed upon by the Parties at least a reasonable time prior to the proposed onset of the clinical rotation.
- b. The dates, times, field areas and departments for student placement and the goals and objectives of each Field Experience shall be mutually agreed upon by the SCHOOL and HOSPITAL a reasonable amount of time prior to the student's arrival at HOSPITAL.
- c. The field coursework will be completed at SCHOOL and HOSPITAL in accordance with the field requirements of the Program and Field Experience.
- d. The parties agree that students will participate in providing patient services rendered at HOSPITAL as part of student's Field Experience. The parties further agree that HOSPITAL has final responsibility, authority and supervision over all aspects of patient care and service, and all students and faculty members participating in the Field Experience and SCHOOL will, at all times, abide by such supervision and HOSPITAL shall remain solely responsible for all patient care. Students and faculty members assigned to HOSPITAL for Field Experiences will be subject to the rules and regulations of HOSPITAL including, but not limited to, all applicable certification and accreditation standards, HIPAA procedures governing the disclosure of individually identifiable health information, credentialing requirements, and employee and risk management policies.
- e. SCHOOL shall provide HOSPITAL with a student profile of each student enrolled in the Field Experience program, including student's name, address, telephone number, email address, date of birth, and level of academic preparation. Such information shall be maintained by HOSPITAL in a manner that complies with the obligations of the Family Educational Rights and Privacy Act ("FERPA") and shall not be shared with any third parties unless the student or SCHOOL provide written consent for such disclosure.
- f. SCHOOL shall assume responsibility for instructing all students who participate in the Field Experience about working in a hospital setting, including, but not limited to the following topics:
 - i. information contained in HOSPITAL'S employee orientation program; as applicable
 - ii. information on HOSPITAL policies and procedures; as applicable
 - iii. information on confidentiality of patients' information;
 - iv. information on identifying and handling hazardous materials;
 - v. information on universal precautions and procedures regarding infection control; and
 - vi. information on applicable state and federal regulations.
- g. SCHOOL shall assume responsibility for providing instruction and informing students of the requirement to comply with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became

effective March 6, 1992, and as may be amended or superseded from time to time (the “Regulations”), including, but not limited to accepting the same level of responsibility as “the employer” would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. SCHOOL shall inform all students of the requirement to obtain the Hepatitis B vaccination or provide documentation of declination in accordance with the Regulations.

- h. SCHOOL shall ensure that each student participating in a Field Experience at HOSPITAL will be provided HIPAA compliance education prior to the start of the Field Experience. The training will include (I) a general overview of the privacy regulations; (ii) the duty of students to maintain the confidentiality of patient information; (iii) the uses and disclosures that students may make; and (iv) patient rights under the privacy regulations. SCHOOL shall provide HOSPITAL, upon request, evidence of any or all participating student’s training.
- i. SCHOOL shall ensure that all students are appropriately physically identified as students, and that all students are aware of the obligation to identify themselves appropriately as students in all communications with HOSPITAL employees, agents, Medical Staff members, and patients. If STUDENT is provided a Hospital ID, STUDENT should wear it at all times and the ID should state STUDENT. The parties agree that a student may be terminated from the Field Experience immediately for failure to appropriately identify himself/herself as a student.
- j. SCHOOL shall inform each student and faculty member participating in the Field Experience to provide documentation of appropriate immunization of students and participating faculty members, as required pursuant to Exhibit B (attached hereto and incorporated herein). Upon request of HOSPITAL, SCHOOL will inform the students of a need to provide a complete student health history record. If the record is not provided within a reasonable period of time; HOSPITAL deems the record unsatisfactory; or, based upon the record, it appears the student may pose a risk to the health or safety of HOSPITAL personnel or patients, HOSPITAL may, subject to legal obligations, refuse the student access to HOSPITAL.
- k. SCHOOL shall notify HOSPITAL of any known exposure to disease, illness or injury reported by or occurring to any student or participating faculty member, regardless of whether such event occurred at HOSPITAL.
- l. SCHOOL shall inform students of the requirement to provide HOSPITAL with information to ascertain that students’ health status and physical condition are in conformance with HOSPITAL health requirements for the Field Experience program. At a minimum, each student shall be advised of the requirement to provide to HOSPITAL satisfactory evidence that each student is free from contagious disease and does not otherwise present a health hazard to HOSPITAL patients, employees, volunteers or guests prior to his or her participation in the Field Experience program. Such evidence shall include completion of a tuberculin skin test

(within the last twelve months) or evidence that each student is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, and physical examination and evidence of immunity from rubella, measles and chicken pox. The student shall be responsible for arranging for the student's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Field Experience program at HOSPITAL. In no event shall HOSPITAL or SCHOOL be financially or otherwise responsible for said medical care and treatment. SCHOOL shall ensure that all participating students read, complete, sign and submit the forms attached hereto and listed on Exhibits "A" and "B".

1.2 Faculty Qualifications. SCHOOL shall assume responsibility for ensuring that all faculty members assigned to participate in the Field Experience are qualified and competent and shall:

- a. Keep on file and furnish to HOSPITAL, or request that the faculty member provide, upon request, the following items concerning any faculty member who participates in the Field Experience program at HOSPITAL:
 - i. Proof of educational qualifications;
 - ii. Documentation of insurance coverage as outlined in this Agreement; and
 - iii. Licensure for that state specified, if applicable.

1.3 Student Qualifications. SCHOOL shall assure that students are eligible for the Field Experience program and shall:

- a. Assume responsibility for the education and field-training program of Students participating in field experiences and assign to HOSPITAL only those Students who have satisfactorily completed SCHOOL's prerequisites for Field Experiences.
- b. Maintain all education records and reports related to its students, and comply with all applicable statutes, rules and regulations respecting the maintenance of and release of information from such records.
- c. Pursuant to HOSPITAL policy, SCHOOL shall require Students who will be on-site at HOSPITAL to have performed criminal background checks and drug and alcohol testing (using a HOSPITAL approved screening panel). SCHOOL shall use a licensed company designated and approved by HOSPITAL to perform the drug testing and criminal background verification. HOSPITAL will not accept drug test and criminal background check results from any company other than those approved by the HOSPITAL. SCHOOL shall provide HOSPITAL with a description of its background investigation processes and shall attest to HOSPITAL that each Student has submitted to a complete background check. SCHOOL shall inform students of the obligations to provide copies of such criminal background checks and negative test results to HOSPITAL prior to the beginning of the clinical rotation at the HOSPITAL. A background check will be considered "completed" if it includes, at a minimum, all of the following elements: (1) seven (7) year criminal background check in current and previous counties of residence and employment, (2) confirmation that the Student is not listed as sexual offender and, if requested by

HOSPITAL, in any child abuse registry (3) evidence that the Student is eligible to participate in all federal and state health programs and verification that the Student is not on the OIG or GSA exclusion list and (4) any other element required by HOSPITAL to meet state law requirements. HOSPITAL shall have the right to require the withdrawal of any Student in the event that Student fails to meet the standards established by HOSPITAL for acceptable background. SCHOOL shall indemnify and hold HOSPITAL harmless from any and all actions or claims that may be asserted by Students resulting from HOSPITAL'S rejection of any Student from Program based on the results of a criminal background check or any claim that such a background check was conducted improperly. Fees for the criminal background checks and drug and alcohol testing shall be paid by the Student.

- d. Obtain student' signatures on any and all consent/releases.
- e. Take the necessary steps to assure that no student is assigned to HOSPITAL if such student is known to present a foreseeable harm to patient care or disruption to HOSPITAL operations. SCHOOL must make a determination as to the student's ability to perform activities in the Field Experience and advise HOSPITAL of any requests or needs of the student for accommodation.

1.4 Professional Fees. SCHOOL shall not bill, or collect any professional fees from HOSPITAL, HOSPITAL patients, or any other payor for patient care services rendered during the Field Experience program.

1.5 Equipment and Property Loss. SCHOOL shall assume responsibility for the replacement cost of equipment and/or property that is broken or damaged due to misconduct on the part of SCHOOL, students, or faculty.

1.6 Cost of Supplies and Materials. SCHOOL shall be responsible for, or shall ensure that the student covers, at his or her own expense, the cost of supplies and materials that are required by SCHOOL for the Field Experience program.

1.7 Use of Hospital Name. SCHOOL shall obtain prior written approval, which shall not be unreasonably withheld, of HOSPITAL before:

- a. publishing material relating to the Field Experience program, and
- b. using HOSPITAL's name in any advertisement or promotional material.

ARTICLE II

HOSPITAL OBLIGATIONS

2.1 Field Experience Program. HOSPITAL shall provide an on-site experience for students that is pertinent and meaningful.

2.2 Number of Students. HOSPITAL shall accept from SCHOOL the mutually agreed upon number of students enrolled in the Program, subject to change based on HOSPITAL resources and circumstances. Ultimately, the number of students accepted shall be determined at the sole discretion of HOSPITAL as building space, patient population, supervisory staff, program, and any other considerations permit.

2.3 Student Evaluation. HOSPITAL shall periodically evaluate student performance in collaboration with SCHOOL and provide feedback to SCHOOL regarding the student Field Experience as reasonably requested by SCHOOL and notify SCHOOL in a timely manner of any unsatisfactory conduct or performance of student. However, SCHOOL shall remain solely responsible for the assignment of grades and academic credit.

2.4 Hospital Orientation. HOSPITAL shall provide SCHOOL with orientation materials related to HOSPITAL policies, standards and practices; as applicable.

2.5 Student Assignments. HOSPITAL, in collaboration with SCHOOL, shall establish work times, work locations, and responsibilities for students.

2.6 Access to Facilities. HOSPITAL shall permit students enrolled in the Field Experience program access to HOSPITAL facilities as appropriate and necessary for their Field Experience program, provided that the students' presence does not interfere with HOSPITAL activities.

2.7 Job Specific Requirements. HOSPITAL shall advise SCHOOL of any job requirements or safety issues that are pertinent to the specific Field Experience program job assignment.

2.8 First Aid. HOSPITAL shall provide necessary emergency health care or first aid to students and faculty for accidents occurring at HOSPITAL. HOSPITAL is not obligated to assume financial responsibility for such care and may request reimbursement from student or faculty, or their insurance carrier.

2.9 Student Supervision. HOSPITAL shall permit students to perform services for patients only when under the direct supervision of a clinician or professional of HOSPITAL staff. When appropriate, such clinicians or professionals shall be certified or licensed in the discipline in which supervision is provided. HOSPITAL may provide qualified health care personnel to act as preceptors for students participating in the Field Experience.

2.10 Patient Care Responsibility. HOSPITAL retains responsibility for the care of its patients. Students and faculty, as trainees and participants in the Field Experience program, will not replace HOSPITAL staff.

2.11 Administrative Responsibility. HOSPITAL retains administrative responsibility for HOSPITAL services rendered pursuant to this contract and in accordance with State laws and regulations.

2.12 Mutual Responsibility. Both parties will instruct their respective faculty, staff and participating student(s) to maintain confidentiality of student and patient information as required by law, including the Family Education Rights and Privacy Act (FERPA) and the Health Insurance Portability Accountability ACT (HIPAA) and by policies and procedures of SCHOOL and HOSPITAL.

2.13 Personal Protective Equipment. HOSPITAL shall provide necessary personal protective equipment for students while assigned to HOSPITAL in compliance with OSHA Blood-Borne Pathogen Regulations, the Nuclear Regulatory Commission regulations and other applicable federal and state health and safety regulations. However, HOSPITAL may require SCHOOL or STUDENT to provide necessary personal protective equipment for faculty and/or student use when it is necessary for HOSPITAL to conserve supplies for HOSPITAL staff.

2.14 SCHOOL Faculty Members: HOSPITAL shall ensure that each institution's instructors or faculty members participating in the Field Experience and who will supervise students at the HOSPITAL shall be duly licensed by the appropriate governmental authority in the state where HOSPITAL is located, and if required under the Medical Staff Bylaws of the Hospital, have privileges to perform services in the Hospital as a member of the active Medical Staff in accordance with any and all applicable provision of the Medical Staff Bylaws.

ARTICLE III **REMOVAL OF STUDENTS**

3.1 HOSPITAL reserves the right to immediately remove, either temporarily or permanently, a student from HOSPITAL for any reason, including but not limited to, the following reasons:

- a. Misconduct;
- b. Inappropriate behavior;
- c. Refusal or failure to follow HOSPITAL policies, procedures, standards and practices;
- d. Violation of federal or state laws or regulations;
- e. Unsafe behavior;
- f. Inappropriate dress;
- g. Unsatisfactory performance; and/or
- h. Detrimental health status.

3.2 Consult with SCHOOL. Prior to any cancellation or termination, HOSPITAL shall consult with SCHOOL, if feasible, about the proposed action. However, the decision to deny a student access to HOSPITAL will be made by HOSPITAL at its sole reasonable discretion.

ARTICLE IV **NON-DISCRIMINATION**

HOSPITAL and SCHOOL shall both comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973, and related regulations, and will not discriminate against any person on the basis of race, creed, sex, national origin, age, sexual orientation, veteran status, handicap or any other factor as protected or prohibited by law, rule or regulation under any program or activity receiving federal financial assistance.

Each Party represents that it maintains a sexual harassment policy and a Drug Free Workplace policy as required by applicable law, rule or regulation.

ARTICLE V

INSURANCE REQUIREMENTS

5.1 SCHOOL shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, general and professional liability insurance on an occurrence based policy in amounts reasonably necessary to protect SCHOOL and its students, employees, agents, or representatives against liability arising from any and all negligent acts or incidents occurring in the discharge of its or their responsibilities and obligations under this Agreement. Coverage under such general and professional liability insurance shall be not less than two million dollars (\$2,000,000.00) for each occurrence and five million dollars (\$5,000,000.00) in annual aggregate. SCHOOL agrees to furnish HOSPITAL with a Certificate of Insurance evidencing compliance with all applicable insurance requirements upon the execution of this Agreement and annually during the term of this Agreement. Such certificate of Insurance shall state that students are covered by such policy of insurance. In the event of insurance cancellation or modification SCHOOL agrees to provide no less than thirty (30) days' notice of any insurance cancellation, reduction, or other material change of the scope of any required insurance coverage.

5.2 Hospital Liability Insurance. HOSPITAL shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, professional liability insurance or a program of self-insurance in amounts reasonably necessary to protect HOSPITAL and its employees, agents, or representatives against liability arising from any and all negligent acts or incidents occurring in the discharge of its or their responsibilities and obligations under this Agreement. Coverage under such professional liability insurance shall be not less than two million dollars (\$2,000,000.00) for each occurrence and five million dollars (\$5,000,000.00) in annual aggregate. HOSPITAL agrees to furnish SCHOOL with a Certificate of Insurance evidencing compliance with all applicable insurance requirements upon the execution of this Agreement and annually during the term of this Agreement. Such certificate of Insurance shall state that providers are covered by such policy of insurance. In the event of insurance cancellation or modification HOSPITAL agrees to provide no less than thirty (30) days' notice of any insurance cancellation, reduction, or other material change of the scope of any required insurance coverage.

5.4 Workers' Compensation. Each Party shall maintain Workers' Compensation and Disability Insurance covering their personnel in accordance with all applicable workers' compensation laws.

5.5 Health Insurance. SCHOOL inform each student in Field Experience program of the requirement to procure and maintain in force during the term of this Agreement, at the students' sole cost and expense, health insurance coverage. Evidence of Health Insurance shall be provided by the student to Hospital, upon request.

5.6 Proof of Insurance. SCHOOL and Students, as applicable, prior to the execution of this Agreement and annually during the term of this Agreement, agrees to furnish HOSPITAL with certificates of insurance evidencing compliance with all applicable insurance requirements, including:

- a. certificate of professional liability and general liability insurance (covering SCHOOL and/or student, as applicable);
- b. certificate of Workers' Compensation insurance;
- c. proof of health insurance coverage for students;

5.7 Insurance Cancellation/Modification. Both parties agree to provide for not less than thirty (30) days notice of any insurance cancellation, reduction, or other material change in the amount or scope of any required insurance coverage.

ARTICLE VI

INDEMNIFICATION/HOLD HARMLESS

6.1 SCHOOL shall defend, hold harmless and indemnify HOSPITAL and its affiliates, directors, trustees, officers, agents, and employees against all claims, demands, suits, judgments, expenses and costs of any and all kinds, including attorneys' fees and costs, arising as a result of damages or injuries caused to any third party through the performance or failure of performance of this Agreement, including violation of any duty imposed by statute, ordinance, or regulation, on the part of SCHOOL, its employees, agents, or students providing such damages or injuries have arisen or are claimed to have arisen out of negligence or Workers' Compensation claim (pursuant to paragraph 6.4 of this Agreement) or any other grounds of legal liability, including violation of any duty imposed by statute or ordinance or regulation on the part of SCHOOL, its students, employees, or agents.

6.2 HOSPITAL shall defend, hold harmless and indemnify SCHOOL and its affiliates, directors, trustees, officers, agents, and employees against all claims, demands, suits, judgments, expenses and costs of any and all kinds, including attorneys' fees and costs, arising as a result of damages or injuries caused to any third party through the performance or failure of performance of this Agreement, including violation of any duty imposed by statute, ordinance, or regulation, on the part of HOSPITAL, its employees, agents, or students providing such damages or injuries have arisen or are claimed to have arisen out of negligence or any other grounds of legal liability, including violation of any duty imposed by statute or ordinance or regulation on the part of HOSPITAL, its employees, or agents.

6.3 The parties agree that neither termination of this Agreement nor completion of the acts performed under this Agreement shall release either Party from the obligation to indemnify the other as to any claim or cause of action, which occurred, or is alleged to have occurred, prior to the effective date of such termination or completion.

6.4 SCHOOL, as an entity and on behalf of its employees, agents, and students, claims any and all governmental immunity as may be established by or set forth under Federal or Illinois law, rule or regulation.

ARTICLE VII

RELATIONSHIP BETWEEN THE PARTIES

7.1 Independent Entities. Nothing in this Agreement is intended nor shall be deemed or construed to create any relationship between HOSPITAL, SCHOOL, students, or faculty of SCHOOL, other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement.

7.2 Authorization to Speak for Other Party. No Party is authorized to speak on behalf of the other for any purpose whatsoever without the prior consent of the authorized agent in writing of the other.

7.3 No Employer/Employee Relationship. The Parties expressly understand and agree that the students enrolled in the program are in attendance for educational purposes, and such students are not employees of either HOSPITAL or SCHOOL. Furthermore, SCHOOL faculty are not employees of HOSPITAL. SCHOOL faculty and students participating in the Field Experience program are, however, considered members of HOSPITAL'S "workforce" for purposes of compliance with the Health Insurance Portability and Accountability Act ("HIPAA"). Finally, HOSPITAL employees are not employees of SCHOOL and shall not be entitled to any benefits of employment provided to SCHOOL employees, including participation in pension programs or accrual of tenure.

- a. Benefits. Because SCHOOL faculty and SCHOOL students are not employees of HOSPITAL, it is understood by SCHOOL, students, and faculty that HOSPITAL shall not provide employment compensation or employment benefits, including health insurance benefits, paid leave benefits, disability benefits, workers' compensation benefits, unemployment benefits, retirement benefits, or any other employee benefit, for the benefit of SCHOOL, students, or faculty.

Because HOSPITAL staff are not employees of SCHOOL, it is understood by HOSPITAL, and Hospital staff that SCHOOL shall not provide employment compensation or employment benefits, including health insurance benefits, paid leave benefits, disability benefits, workers' compensation benefits, unemployment benefits, retirement benefits, or any other employee benefit, for the benefit of HOSPITAL or Hospital staff.

- b. Taxes. Because SCHOOL faculty and SCHOOL students are not employees of HOSPITAL, it is understood by SCHOOL that HOSPITAL shall not be responsible for withholding federal or state taxes with respect to any compensation that may be paid to students or faculty by SCHOOL or other source.

Because HOSPITAL staff are not employees of SCHOOL, it is understood by HOSPITAL that SCHOOL shall not be responsible for withholding federal or state taxes with respect to any compensation that may be paid to Hospital staff by HOSPITAL or other source.

ARTICLE VIII

CONFIDENTIALITY OF MEDICAL INFORMATION

81 Access to Information. Neither HOSPITAL nor SCHOOL nor students enrolled in the Field Experience program shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by HOSPITAL in writing, any patient or medical record information regarding HOSPITAL patients, and SCHOOL and HOSPITAL and students shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of HOSPITAL, SCHOOL and students, regarding the confidentiality of such information. SCHOOL acknowledges that in receiving or otherwise dealing with any records or information from HOSPITAL about HOSPITAL's patients receiving treatment for alcohol or drug abuse, SCHOOL and Students are fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time).

In addition, SCHOOL and HOSPITAL shall not use or disclose any protected health information and individually identifiable health information, as defined in 45 CFR Part 164 (collectively, the “**Protected Health Information**”), concerning a patient other than as permitted by this Agreement or provisions of the federal privacy regulations (the “**Federal Privacy Regulations**”) and the federal security standards (the “**Federal Security Regulations**”) as contained in 45 CFR Part 164.

82 Patient Consent. SCHOOL and Students shall work with HOSPITAL to obtain patient consent in appropriate circumstances. In the absence of consent, Students shall use de-identified information only in any discussions about the Field Experience with SCHOOL, its employees, or agents.

83 HIPAA. For purposes of this Agreement, Students are trainees and shall be considered members of the Hospital’s workforce as that term is defined in the HIPAA regulations at 45 C.F.R. Section 160.103. The SCHOOL shall be responsible for curriculum planning, admission, administration, requirements for matriculation, faculty appointments and promotions and any other requirements of any academic accrediting agency. Neither the SCHOOL nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent to such access. SCHOOL shall reasonably assist the Hospital in obtaining patient consent in appropriate circumstances.

84 Student Confidentiality Agreement. Student participants in the Field Experience program shall sign HOSPITAL’S Confidentiality Agreement attached hereto as Exhibit A-2.

ARTICLE IX **TRADE SECRETS**

During the term of this Agreement, SCHOOL and its students and/or faculty shall have access to and become acquainted with confidential information and trade secrets of HOSPITAL, including information and data relating to payer contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations, and related data (collectively, “Trade Secrets”). All Trade Secrets are the property of HOSPITAL and used in the course of HOSPITAL’S business and shall be proprietary information protected under the Uniform Trade Secrets Act. SCHOOL, students, and faculty shall not disclose to any person or entity, directly or indirectly, either during the term of this Agreement or at any time thereafter, any Trade Secrets, or use any Trade Secrets other than in the course of providing services under this Agreement. All documents that SCHOOL, students, and faculty prepare, or Trade Secrets that might be given to SCHOOL, students, and faculty in the course of providing services under this Agreement, are the exclusive property of HOSPITAL, and, without prior written consent of HOSPITAL, shall not be removed from HOSPITAL’S premises.

ARTICLE X **TERM AND TERMINATION OF AGREEMENT**

10.1 Term. This Agreement shall be effective on the last date of signature, and shall remain in effect unless terminated in writing by either party as provided herein.

10.2 Termination. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days advance written notice to the other party; provided that all students currently enrolled in the

Program at Hospital at the time notice of termination shall be given the opportunity to complete their Field Program at Hospital, such completion not to exceed three (3) months.

ARTICLE XI

GENERAL PROVISIONS

11.1 Amendment. This Agreement may be amended at any time by mutual agreement of the Parties, provided that before any amendment shall be operative or valid, it shall have been reduced to writing and signed by authorized agents of both Parties.

11.2 Assignment. Neither HOSPITAL nor SCHOOL shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other.

11.3 Attorneys' Fees. If either Party brings an action for any relief or collection against the other Party, declaratory or otherwise, arising out of the arrangement described in this Agreement, each Party shall be responsible for their share of costs and attorneys' fees, including without limitation fees incurred at arbitration, at trial, on appeal, and on any review therefrom, all of which shall be deemed to have accrued upon the commencement of such action.

11.4 Force Majeure. Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance, or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), action of any governmental authority, riots, revolutions, fire, floods, explosions, sabotage, nuclear incidents, lightening, weather, earthquakes, storms, sinkholes, or epidemics.

11.5 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

11.6 Meaning of Certain Words. Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include plural, and vice versa.

11.7 Notices. All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express). Notice shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

If to Hospital :
Saint Francis Hospital - Evanston,
Llc , D/B/A Saint Francis Hospital
355 Ridge Ave.,
Evanston, Illinois 60202
Attention: Joseph Wadas
jwadas@primehealthcare.com

If to the School :
Dean of Health Careers and Public Service Programs
2000 Fifth Avenue
River Grove, IL 60171

With copy to
Winner Law
2344 W Melrose
Chicago, IL 60618

11.8 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

11.9 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective and shall apply solely to the specific instance expressly stated.

11.10 Entire Agreement. This Agreement is the entire understanding and Agreement of the Parties regarding its subject matter, and supersedes any prior oral or written Agreements, representations, or understandings between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed by and authorized agent, and attached to this Agreement.

11.11 Governing Law. This Agreement shall be governed in all respects by the laws of the State of Illinois. All disputes shall be resolved in the Circuit Court of Cook County, Illinois.

11.12 This Agreement is executed by an authorized representative of SCHOOL in the representative's official capacity only and the representative shall have no personal liability under this Agreement.

[signature page(s) follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their behalf by their duly authorized representatives.

HOSPITAL:
Saint Francis Hospital - Evanston,
Llc , D/B/A Saint Francis Hospital

SCHOOL:
TRITON COLLEGE

By: _____
Signature

Name: Justin Yee

Title: CMO

Date: _____

By: _____
Signature

Name: Mark R. Stephens

Title: Board Chairman

Date: _____

EXHIBIT A
CLEARANCE FORMS PACKET

All participating students shall read, complete, sign and submit the following forms:

- 1. Exhibit A-1: Student Code of Conduct.**
- 2. Exhibit A-2: Student Confidentiality Policy/HIPAA.**
- 3. Exhibit A-3: Agreement for Waiver and Release of all Claims.**
- 4. Exhibit A-4: If Student is an employee of [enter hospital name]**
- 5. Exhibit A-5: General Compliance Training Attestation**
- 6. Exhibit B: Student Agreement- Field Experience**

PLEASE SIGN AND INITIAL PAGES WHERE INDICATED

STUDENT NAME: _____ SIGNATURE: _____

SCHOOL NAME: _____ PROGRAM: _____

FIELD COORDINATOR'S NAME: _____

SUPERVISING MEDICAL PROFESSIONAL: _____

EXHIBIT “A-1”
STUDENT CODE OF CONDUCT
[Enter Hospital Name]

This Hospital mandates that there be an environment of mutual understanding, respect and cooperation and that its affiliated SCHOOL students and/or interns must maintain the highest standards of personal/professional conduct and behavior. Regardless of the role description, each individual is a vital link in providing outstanding patient care and customer service.

This is not intended to be a complete list of all code of conduct and performance, but to promote an idea of what type of conduct and job performance is expected and what behavior may result in corrective action or discharge. In arriving at a decision, both the nature of the incident and prior record of the employee will be considered.

The Hospital is committed to Standards of Behavior by the following listed below. Failure to comply will result in disciplinary action.

The Hospital retains the right to immediately terminate the affiliation of a student and/or intern for any type of misconduct, including the examples listed below, depending upon the nature and circumstances of the incident and the any prior performance records. However, examples of other conduct that normally will result in a warning or suspension prior to termination include the following:

Falsification of any records, such as medical forms, worker’s compensation claims, timecards or SCHOOL programs applications, or giving false testimony or witness.

Carelessness of violations of Hospital rules and procedures which could jeopardize the safety of self or others or and/or which could result in bodily injury or damage to Hospital property.

Disorderly conduct including fighting, horseplay, threatening, or abusing any individual, patient, visitors, or member of the public. Immoral or indecent conduct.

Insubordination including refusal or failure to perform tasks assigned by a supervisor or manager in the appropriate manner.

Distribution, use, possession, purchase or sale of or being under the influence of alcohol, narcotics, intoxicants, drugs or hallucinatory agents while on Hospital property or reporting to work under such conditions.

Use of alcohol or drugs while in a Hospital uniform.

Any violation of the Hospital’s Drug-Free Workplace Program.

Threats of violence, acts of violence, terrorist threats or acts of terrorism against the Hospital, patients, employees or the general public.

Sleeping during Field Experience time.

Student Initials: _____

EXHIBIT “A-1”
STUDENT CODE OF CONDUCT
[Enter Hospital Name]
(CONTINUATION)

Stealing from the Hospital, employees, patients or members of the public, regardless of the amount. Soliciting tips, gifts or other gratuities or favors from patients or their families.

Possession of weapons or explosives on Hospital premises.

Field Experience abandonment/Leaving without authorization.

Failure to return to the Field Experience Program by the end of the student or intern’s normal Field Experience day, on the date scheduled for return to the Field Experience from an excused absence.

Disclosure (whether negligent or intentional) of confidential information pertaining to patients, physicians, or other employees, including, but not limited to the violation of the Patient’s Right and Confidentiality Policies and the Health Information Portability and Accountability Act (HIPAA).

Giving unauthorized medical or health advice.

Altering, falsifying, or making an intentional misstatement of facts on a member or patient record or chart.

Failure to perform assignment as directed.

Inappropriate attitude or behavior to patients, other employees, or members of the public.

Violations of security or safety regulations including unsafe acts, such as improper bending, lifting, twisting, etc.

Excessive absenteeism or pattern of unexcused absences.

Soliciting for any purpose during working time (working time does not include meal or break periods during which a student or intern is released from all duties).

Unsatisfactory performance.

Student Initials:

EXHIBIT "A-1"
STUDENT CODE OF CONDUCT
[Enter Hospital Name]
(CONTINUATION)

Negligent conduct that causes misuse, waste or damage to any of the Hospital's property or using such property for personal reasons or releasing such property to others without proper authorization.

Failure to attend required orientation, in-service sessions or mandatory staff meetings.

Failure to immediately report accidents, theft, abuse, or similar misconduct towards patients, visitors, or employees.

Smoking, eating, chewing gum or lounging in unauthorized areas or taking or consuming food and beverages sent for patients, visitors or any other individuals.

Improper or unauthorized parking.

TO BE COMPLETED BY STUDENT

I _____ acknowledge that I have read and fully understand the Code of Conduct.

Print Name

Signature

Date

EXHIBIT “A-2”
STUDENT CONFIDENTIALITY POLICY/HIPAA
ACKNOWLEDGEMENT

Confidentiality Policy

Disclosure of confidential information gained through your Field Experience Program by the Hospital is considered an act of prohibited conduct subject to disciplinary action, up to and including student suspension.

Any information concerning a patient’s illness, family, financial condition, or personal characteristics is strictly confidential. When a patient’s history or condition is reviewed, it must be done in private only with those persons involved with the care of the patient. Copying, photographing, replicating in any manner, videotaping, etc. is strictly prohibited.

I understand and agree to abide by the statement outlined above.

HIPAA Acknowledgement

HIPAA is the Health Insurance Portability and Accountability Act of 1996: Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Field Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws. The Privacy Rule (“RULE”) is a section of this law designed to protect the privacy of certain health information. This information is referred to as Protected Health Information (“PHI”) that relates to the health of an individual and identifies, or can be used to identify, the individual. Disclosure of information in violation of the RULE is considered an act of prohibited conduct subject to disciplinary action, up to and including student suspension.

I understand and acknowledge the above standards regarding patient privacy and protected health information. Under HIPAA there are penalties both civil and criminal for failure to comply with privacy requirements.

Student Name (Please Print):	SCHOOL Name and Program:
Student Signature:	Date:

EXHIBIT "A-3"
AGREEMENT FOR WAIVER AND RELEASE OF ALL CLAIMS

This AGREEMENT FOR WAIVER AND RELEASE OF ALL CLAIMS (this "**Agreement**") is made effective this day of _____, 20__ (the "**Effective Date**"), by and between _____ ("**Hospital**"), Community College District 504 ("**Triton**"), and _____ ("**Student**").

This Agreement is based on the facts hereinafter recited:

1. Student shall be provided access to Hospital's premises for the purpose of obtaining Field education via a Field Experience Program for students enrolled in the Triton _____ Program or any professional degree in the healthcare industry.
2. Student understands that the educational institution in which Student currently is enrolled in, and which has contracted with Hospital to provide Student access to Hospital's premises Field Experience Program, does not provide Workers' Compensation coverage for Student.
3. Student also understands and agrees that Hospital's Workers' Compensation insurance policy does not cover Student for injuries sustained by Student while engaging in Field Experience Program activities on Hospital's premises.
4. Student hereby agrees to waive and release Triton and Hospital from any liability or responsibility any injuries sustained by Student while engaging in Field Experience Program activities on Hospital's premises, no matter how incurred, that may otherwise be covered under workers' compensation insurance.
5. Student further understands and agrees that Students are required to obtain their own health insurance coverage for any illnesses or injuries sustained while engaging in Field Experience Program activities on Hospital's premises.
6. Student hereby agrees to look only to their own health insurance coverage or otherwise retain their own financial responsibility for any medical services they receive in connection with any injuries sustained by Student while engaging in Field Experience Program activities on Hospital's premises.
7. The undersigned represents and warrants that they have the right, power, legal capacity, and authority to enter into this Agreement, and that no further approval or consent of any person or entity is necessary for them to enter into and perform such obligations.
8. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, said provision shall be deemed to be severed and deleted and neither such provision, its severance, or deletion shall affect the validity of the remaining provisions of this agreement.
9. This Agreement shall not be construed against the party or its representative who drafted this agreement, or any portion hereof.

Student Initials: _____

EXHIBIT "A-3"
(Continuation)

10. This Agreement shall be and inure to the benefit of the undersigned and their heirs, executors, wards, administrators, agents, officers, directors, shareholders, successors in interest and assigns.
11. This Agreement is and shall be subject to, governed by, and construed and enforced pursuant to the laws of the State of Illinois. All disputes under this Agreement shall be resolved in the Circuit Court of Cook County.
12. This release and agreement is the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This release and agreement may be amended only upon an agreement in writing.

Each Party hereto represents and warrants that it has been advised to seek advice from independent legal counsel of its own choosing regarding this Agreement and its terms and language, and understand and acknowledge the significance and consequence of these Releases, and the specific waivers of Section 1542, and each Party expressly consents that this Agreement and the Releases set forth herein shall be given full force and effect according to each and all of their express terms and provisions, including those relating to unknown and unsuspected claims, demands and causes of action, if any, as well as those relating to any other claims, demands and causes of action herein above specified.

DO NOT SIGN UNTIL READ AND FULLY UNDERSTOOD

Hospital: _____

Student: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

EXHIBIT "A-4"
[Enter Hospital Name]
HOSPITAL EMPLOYEES ONLY

I, _____ employee of [Enter Hospital Name] and Student of [Enter School Name], acknowledge that I have read, fully understand and agree to comply to the following terms:

WORKING TIME & OBSERVATION/FIELD ROTATION TIME EXCLUSIVITY:

Student/Observer agrees that his/her Working Time and Observation/Field Rotation Time are exclusive from one another, and at no point shall Student/Observer be performing Observation/Field Rotation Time and be allowed to change and perform Working Time. Likewise, at no point shall Student/Observer be performing Working Time and be allowed to change and perform Observation/Field Rotation Time.

Student/Observer Signature: _____ Date: _____

[Enter Hospital Name] Physician or Field Experience Supervisor:

Signature: _____ Date: _____

Name: _____ Title: _____

Approved by:

Signature: _____ Date: _____

Name: _____ Title: _____



General Compliance Training Attestation Form

I, _____, hereby confirm that I have reviewed
(Name)

and understand the content of the **GENERAL COMPLIANCE TRAINING** module on
_____.

(Date)

Print Name: _____

Signature: _____

Discipline/Specialty: _____

School Name: _____

Contact Information: _____

Please return the completed form to: XXXXXXXX@primehealthcare.com

For questions or concerns please call: XXX-XXX-XXXX

EXHIBIT B
STUDENT AGREEMENT – FIELD EXPERIENCE

I, _____, a student at _____ ("School") in the _____ Program desire the opportunity to obtain Field Experience through participation in a Field rotation at Hospital (hereinafter referred to as "Field Experience"), and hereby agree to the following:

I understand and agree to abide by: (I) the applicable terms and conditions of the Educational Affiliation Agreement between my School and Hospital; (ii) all applicable Hospital policies and procedures; and (iii) the Ethical and Religious Directives for Catholic Health Care Services as found at www.usccb.org/bishops/directives. I further understand and agree that failure to do so may result in the immediate termination of my participation in the aforementioned Field Experience.

1. I understand and agree that I shall not use or disclose to any third party any trade secrets and/or confidential information, facts or documents relating in any way to Hospital's business operations, patients, suppliers, vendors, personnel, contracts or financial condition or any other confidential or proprietary information except as necessary to the completion of my Field Experience or as required by applicable law. I understand the foregoing does not apply to publicly available information or information required by court order or applicable law.
2. I have been provided the necessary HIPAA training and understand and agree to: (I) appropriately access and disclose patient information; (ii) appropriately use the Hospital information system; and (iii) use reasonable safeguards to prevent unauthorized access to or disclosure of Hospital patient information.
3. I understand and agree that when I am participating in the Field Experience, I am not, and will not be, an employee of Hospital or School and will therefore not be eligible for any of the compensation or benefits that Hospital or School employees receive.
4. I authorize all necessary exchanges of information between Hospital and my School related to me and my participation in the Field Experience, including my education records.
5. I agree to clearly identify myself as a student, both visually by the wearing of a name badge and in all written and verbal communication, to all patients, providers, and staff during my Field Experience.
6. I agree to act only within the scope of my Field Experience and, at such times as are necessary, will immediately attempt to resolve any question or doubt I have as to the extent of that scope with the appropriate Hospital supervisor and School faculty.
7. I have been appropriately immunized as required under the Educational Affiliation Agreement and agree to submit to any additional health examinations that might be necessary to my participation in the Field Experience and further agree to make the results of any such additional examinations available to Hospital upon request.
8. I understand that Hospital may make emergency care available to me during the term of my Field Experience and that such emergency care will not be given without charge. I agree that I will be financially responsible for any medical care provided by any Hospital Facility, including any emergency care.
9. I understand and agree that Hospital retains the right to remove me at any time, if Hospital deems such removal to be in the best interests of Hospital and its patients.
10. I agree to release Hospital and School from any liability for the loss of or damage to my personal property while on Hospital property. I agree to be liable for and indemnify Hospital and School for any claims made against Hospital which are based solely on any of my activities. By signing this Agreement, I, and my parent or guardian if applicable, acknowledge that I understand the dangers of participating in the Field Experience and hereby release Hospital and School, their administration, board of directors, employees and agents from any and all liability from my participating in the Field Experience. I agree that this Student Agreement shall be binding and of full force and effect upon my heirs, assigns, executors, personal representatives, and guardians, including parents, durable powers of attorney or next of kin.

STUDENT:

Signature Date

Printed Name Program

PARENT/GUARDIAN (If Student is a minor): I hereby agree to the above terms on behalf of the above-named student.

Signature Date

Printed Name Program

**TRITON COLLEGE, District 504
Board of Trustees**

Meeting of October 21, 2025

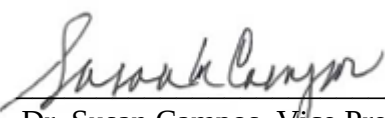
ACTION EXHIBIT NO. 17292

**SUBJECT: CLINICAL AFFILIATION AGREEMENT WITH
SAINT JOSEPH ELGIN HOSPITAL**

RECOMMENDATION: That the Board of Trustees approve an Affiliation Agreement with Saint Joseph Elgin Hospital. The term of this Agreement shall commence October 22, 2025. This Agreement shall remain in effect unless terminated in writing by either party. Either party may terminate the Agreement upon written notice with or without cause, upon thirty (30) days advance written notice to the other party. Any students enrolled in a clinical experience at the time of termination shall be permitted to complete the then current clinical rotation under the terms and conditions stated herein. There is no cost to the college for this Agreement.

RATIONALE: This Agreement will enable students in Triton College's Respiratory Care, Radiology, Sonography, Surgical Technology, Certified Medical Assistant, Nursing, Nursing Assistant, and Sterile Processing programs to participate in clinical education experiences at Saint Joseph Elgin Hospital.

Submitted to Board by: _____


Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

**Mark R. Stephens
Board Chairman**

**Tracy Jennings
Secretary**

Date

Related forms requiring Board signature: Yes ☒ No ☐



EDUCATIONAL AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT is made and entered into as of last date of Signature, by and between the Community College District 504, commonly known as TRITON COLLEGE referred to as “SCHOOL” and Saint Joseph Hospital - Elgin, Llc, D/B/A Saint Joseph Hospital hereinafter referred to as “HOSPITAL”. SCHOOL and HOSPITAL may be collectively referred to as “Parties” and individually as “Party”.

RECITALS

A. HOSPITAL, located at 77 N. Airlite St., Elgin, Illinois 60123, operates an acute care hospital and provides inpatient and outpatient healthcare to patients in the community.

B. SCHOOL operates an accredited Nursing and Affiliated Health & Career Programs for educating students to meet the qualifications for practice in the profession of Certified Medical Assistant, Nursing (ADN), Nursing Assistant, Radiology, Respiratory Care, Sonography/Vascular Technology, Sterile Processing and Surgical Technology and desires to cooperate with HOSPITAL in providing students a supervised opportunity to participate in a field educational experience rotation at Hospital (“Field Experience”).

C. HOSPITAL and SCHOOL shall both benefit by making the Field Experience program available to students at HOSPITAL.

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations set forth herein, and in consideration of the mutual benefits to be derived therefrom, the Parties hereto agree as follows:

DEFINITIONS

A. “Student” is an individual who is enrolled as a degree (diploma, certificate, etc.) seeking person at SCHOOL and whose completion of SCHOOL coursework has deemed them eligible to participate in the Field Experience program as outlined in this Agreement.

B. “Field Experience” is the affiliated health & career program and curriculum received at SCHOOL, in conjunction with HOSPITAL, as outlined in this Agreement.

C. “Faculty” or “Faculty Member” is a SCHOOL employee, instructor, agent, or representative of the administrative or teaching staff at SCHOOL that has been designated by SCHOOL to participate in the Field Experience program as outlined in this Agreement.

ARTICLE I **SCHOOL OBLIGATIONS**

1.1 SCHOOL agrees to be obligated by the following terms and conditions:

- a. The number of students allowed to participate under this Agreement shall be mutually agreed upon by the Parties at least a reasonable time prior to the proposed onset of the clinical rotation.
- b. The dates, times, field areas and departments for student placement and the goals and objectives of each Field Experience shall be mutually agreed upon by the SCHOOL and HOSPITAL a reasonable amount of time prior to the student's arrival at HOSPITAL.
- c. The field coursework will be completed at SCHOOL and HOSPITAL in accordance with the field requirements of the Program and Field Experience.
- d. The parties agree that students will participate in providing patient services rendered at HOSPITAL as part of student's Field Experience. The parties further agree that HOSPITAL has final responsibility, authority and supervision over all aspects of patient care and service, and all students and faculty members participating in the Field Experience and SCHOOL will, at all times, abide by such supervision and HOSPITAL shall remain solely responsible for all patient care. Students and faculty members assigned to HOSPITAL for Field Experiences will be subject to the rules and regulations of HOSPITAL including, but not limited to, all applicable certification and accreditation standards, HIPAA procedures governing the disclosure of individually identifiable health information, credentialing requirements, and employee and risk management policies.
- e. SCHOOL shall provide HOSPITAL with a student profile of each student enrolled in the Field Experience program, including student's name, address, telephone number, email address, date of birth, and level of academic preparation. Such information shall be maintained by HOSPITAL in a manner that complies with the obligations of the Family Educational Rights and Privacy Act ("FERPA") and shall not be shared with any third parties unless the student or SCHOOL provide written consent for such disclosure.
- f. SCHOOL shall assume responsibility for instructing all students who participate in the Field Experience about working in a hospital setting, including, but not limited to the following topics:
 - i. information contained in HOSPITAL'S employee orientation program; as applicable
 - ii. information on HOSPITAL policies and procedures; as applicable
 - iii. information on confidentiality of patients' information;
 - iv. information on identifying and handling hazardous materials;
 - v. information on universal precautions and procedures regarding infection control; and
 - vi. information on applicable state and federal regulations.
- g. SCHOOL shall assume responsibility for providing instruction and informing students of the requirement to comply with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the

“Regulations”), including, but not limited to accepting the same level of responsibility as “the employer” would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. SCHOOL shall inform all students of the requirement to obtain the Hepatitis B vaccination or provide documentation of declination in accordance with the Regulations.

- h. SCHOOL shall ensure that each student participating in a Field Experience at HOSPITAL will be provided HIPAA compliance education prior to the start of the Field Experience. The training will include (I) a general overview of the privacy regulations; (ii) the duty of students to maintain the confidentiality of patient information; (iii) the uses and disclosures that students may make; and (iv) patient rights under the privacy regulations. SCHOOL shall provide HOSPITAL, upon request, evidence of any or all participating student’s training.
- i. SCHOOL shall ensure that all students are appropriately physically identified as students, and that all students are aware of the obligation to identify themselves appropriately as students in all communications with HOSPITAL employees, agents, Medical Staff members, and patients. If STUDENT is provided a Hospital ID, STUDENT should wear it at all times and the ID should state STUDENT. The parties agree that a student may be terminated from the Field Experience immediately for failure to appropriately identify himself/herself as a student.
- j. SCHOOL shall inform each student and faculty member participating in the Field Experience to provide documentation of appropriate immunization of students and participating faculty members, as required pursuant to Exhibit B (attached hereto and incorporated herein). Upon request of HOSPITAL, SCHOOL will inform the students of a need to provide a complete student health history record. If the record is not provided within a reasonable period of time; HOSPITAL deems the record unsatisfactory; or, based upon the record, it appears the student may pose a risk to the health or safety of HOSPITAL personnel or patients, HOSPITAL may, subject to legal obligations, refuse the student access to HOSPITAL.
- k. SCHOOL shall notify HOSPITAL of any known exposure to disease, illness or injury reported by or occurring to any student or participating faculty member, regardless of whether such event occurred at HOSPITAL.
- l. SCHOOL shall inform students of the requirement to provide HOSPITAL with information to ascertain that students’ health status and physical condition are in conformance with HOSPITAL health requirements for the Field Experience program. At a minimum, each student shall be advised of the requirement to provide to HOSPITAL satisfactory evidence that each student is free from contagious disease and does not otherwise present a health hazard to HOSPITAL patients, employees, volunteers or guests prior to his or her participation in the Field Experience program. Such evidence shall include completion of a tuberculin skin test (within the last twelve months) or evidence that each student is free of symptoms of pulmonary

disease if the skin test is positive, a chest x-ray following a positive TB test result, and physical examination and evidence of immunity from rubella, measles and chicken pox. The student shall be responsible for arranging for the student's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Field Experience program at HOSPITAL. In no event shall HOSPITAL or SCHOOL be financially or otherwise responsible for said medical care and treatment. SCHOOL shall ensure that all participating students read, complete, sign and submit the forms attached hereto and listed on Exhibits "A" and "B".

1.2 Faculty Qualifications. SCHOOL shall assume responsibility for ensuring that all faculty members assigned to participate in the Field Experience are qualified and competent and shall:

- a. Keep on file and furnish to HOSPITAL, or request that the faculty member provide, upon request, the following items concerning any faculty member who participates in the Field Experience program at HOSPITAL:
 - i. Proof of educational qualifications;
 - ii. Documentation of insurance coverage as outlined in this Agreement; and
 - iii. Licensure for that state specified, if applicable.

1.3 Student Qualifications. SCHOOL shall assure that students are eligible for the Field Experience program and shall:

- a. Assume responsibility for the education and field-training program of Students participating in field experiences and assign to HOSPITAL only those Students who have satisfactorily completed SCHOOL's prerequisites for Field Experiences.
- b. Maintain all education records and reports related to its students, and comply with all applicable statutes, rules and regulations respecting the maintenance of and release of information from such records.
- c. Pursuant to HOSPITAL policy, SCHOOL shall require Students who will be on-site at HOSPITAL to have performed criminal background checks and drug and alcohol testing (using a HOSPITAL approved screening panel). SCHOOL shall use a licensed company designated and approved by HOSPITAL to perform the drug testing and criminal background verification. HOSPITAL will not accept drug test and criminal background check results from any company other than those approved by the HOSPITAL. SCHOOL shall provide HOSPITAL with a description of its background investigation processes and shall attest to HOSPITAL that each Student has submitted to a complete background check. SCHOOL shall inform students of the obligations to provide copies of such criminal background checks and negative test results to HOSPITAL prior to the beginning of the clinical rotation at the HOSPITAL. A background check will be considered "completed" if it includes, at a minimum, all of the following elements: (1) seven (7) year criminal background check in current and previous counties of residence and employment, (2) confirmation that the Student is not listed as sexual offender and, if requested by HOSPITAL, in any child abuse registry (3) evidence that the Student is eligible to

participate in all federal and state health programs and verification that the Student is not on the OIG or GSA exclusion list and (4) any other element required by HOSPITAL to meet state law requirements. HOSPITAL shall have the right to require the withdrawal of any Student in the event that Student fails to meet the standards established by HOSPITAL for acceptable background. SCHOOL shall indemnify and hold HOSPITAL harmless from any and all actions or claims that may be asserted by Students resulting from HOSPITAL'S rejection of any Student from Program based on the results of a criminal background check or any claim that such a background check was conducted improperly. Fees for the criminal background checks and drug and alcohol testing shall be paid by the SCHOOL or the Student.

- d. Obtain student' signatures on any and all consent/releases.
- e. Take the necessary steps to assure that no student is assigned to HOSPITAL if such student is known to present a foreseeable harm to patient care or disruption to HOSPITAL operations. SCHOOL must make a determination as to the student's ability to perform activities in the Field Experience and advise HOSPITAL of any requests or needs of the student for accommodation.

1.4 Professional Fees. SCHOOL shall not bill, or collect any professional fees from HOSPITAL, HOSPITAL patients, or any other payor for patient care services rendered during the Field Experience program.

1.5 Equipment and Property Loss. SCHOOL shall assume responsibility for the replacement cost of equipment and/or property that is broken or damaged due to misconduct on the part of SCHOOL, students, or faculty.

1.6 Cost of Supplies and Materials. SCHOOL shall be responsible for, or shall ensure that the student covers, at his or her own expense, the cost of supplies and materials that are required by SCHOOL for the Field Experience program.

1.7 Use of Hospital Name. SCHOOL shall obtain prior written approval, which shall not be unreasonably withheld, of HOSPITAL before:

- a. publishing material relating to the Field Experience program, and
- b. using HOSPITAL's name in any advertisement or promotional material.

ARTICLE II

HOSPITAL OBLIGATIONS

2.1 Field Experience Program. HOSPITAL shall provide an on-site experience for students that is pertinent and meaningful.

2.2 Number of Students. HOSPITAL shall accept from SCHOOL the mutually agreed upon number of students enrolled in the Program, subject to change based on HOSPITAL resources and circumstances.

Ultimately, the number of students accepted shall be determined at the sole discretion of HOSPITAL as building space, patient population, supervisory staff, program, and any other considerations permit.

2.3 Student Evaluation. HOSPITAL shall periodically evaluate student performance in collaboration with SCHOOL and provide feedback to SCHOOL regarding the student Field Experience as reasonably requested by SCHOOL and notify SCHOOL in a timely manner of any unsatisfactory conduct or performance of student. However, SCHOOL shall remain solely responsible for the assignment of grades and academic credit.

2.4 Hospital Orientation. HOSPITAL shall provide SCHOOL with orientation materials related to HOSPITAL policies, standards and practices; as applicable.

2.5 Student Assignments. HOSPITAL, in collaboration with SCHOOL, shall establish work times, work locations, and responsibilities for students.

2.6 Access to Facilities. HOSPITAL shall permit students enrolled in the Field Experience program access to HOSPITAL facilities as appropriate and necessary for their Field Experience program, provided that the students' presence does not interfere with HOSPITAL activities.

2.7 Job Specific Requirements. HOSPITAL shall advise SCHOOL of any job requirements or safety issues that are pertinent to the specific Field Experience program job assignment.

2.8 First Aid. HOSPITAL shall provide necessary emergency health care or first aid to students and faculty for accidents occurring at HOSPITAL. HOSPITAL is not obligated to assume financial responsibility for such care and may request reimbursement from student or faculty, or their insurance carrier.

2.9 Student Supervision. HOSPITAL shall permit students to perform services for patients only when under the direct supervision of a clinician or professional of HOSPITAL staff. When appropriate, such clinicians or professionals shall be certified or licensed in the discipline in which supervision is provided. HOSPITAL may provide qualified health care personnel to act as preceptors for students participating in the Field Experience.

2.10 Patient Care Responsibility. HOSPITAL retains responsibility for the care of its patients. Students and faculty, as trainees and participants in the Field Experience program, will not replace HOSPITAL staff.

2.11 Administrative Responsibility. HOSPITAL retains administrative responsibility for HOSPITAL services rendered pursuant to this contract and in accordance with State laws and regulations.

2.12 Mutual Responsibility. Both parties will instruct their respective faculty, staff and participating student(s) to maintain confidentiality of student and patient information as required by law, including the Family Education Rights and Privacy Act (FERPA) and the Health Insurance Portability Accountability Act (HIPAA) and by policies and procedures of SCHOOL and HOSPITAL.

2.13 Personal Protective Equipment. HOSPITAL shall provide necessary personal protective equipment for students while assigned to HOSPITAL in compliance with OSHA Blood-Borne Pathogen Regulations, the Nuclear Regulatory Commission regulations and other applicable federal and state health and safety regulations. However, HOSPITAL may require SCHOOL or STUDENT to provide necessary personal protective equipment for faculty and/or student use when it is necessary for HOSPITAL to conserve supplies for HOSPITAL staff.

2.14 SCHOOL Faculty Members: HOSPITAL shall ensure that each institution's instructors or faculty members participating in the Field Experience and who will supervise students at the HOSPITAL shall be duly licensed by the appropriate governmental authority in the state where HOSPITAL is located, and if required under the Medical Staff Bylaws of the Hospital, have privileges to perform services in the Hospital as a member of the active Medical Staff in accordance with any and all applicable provision of the Medical Staff Bylaws.

ARTICLE III **REMOVAL OF STUDENTS**

3.1 HOSPITAL reserves the right to immediately remove, either temporarily or permanently, a student from HOSPITAL for any reason, including but not limited to, the following reasons:

- a. Misconduct;
- b. Inappropriate behavior;
- c. Refusal or failure to follow HOSPITAL policies, procedures, standards and practices;
- d. Violation of federal or state laws or regulations;
- e. Unsafe behavior;
- f. Inappropriate dress;
- g. Unsatisfactory performance; and/or
- h. Detrimental health status.

3.2 Consult with SCHOOL. Prior to any cancellation or termination, HOSPITAL shall consult with SCHOOL, if feasible, about the proposed action. However, the decision to deny a student access to HOSPITAL will be made by HOSPITAL at its sole reasonable discretion.

ARTICLE IV **NON-DISCRIMINATION**

HOSPITAL and SCHOOL shall both comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973, and related regulations, and will not discriminate against any person on the basis of race, creed, sex, national origin, age, sexual orientation, veteran status, handicap or any other factor as protected or prohibited by law, rule or regulation under any program or activity receiving federal financial assistance.

Each Party represents that it maintains a sexual harassment policy and a Drug Free Workplace policy as required by applicable law, rule or regulation.

ARTICLE V

INSURANCE REQUIREMENTS

5.1 SCHOOL shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, general and professional liability insurance on an occurrence based policy in amounts reasonably necessary to protect SCHOOL and its students, employees, agents, or representatives against liability arising from any and all negligent acts or incidents occurring in the discharge of its or their responsibilities and obligations under this Agreement. Coverage under such general and professional liability insurance shall be not less than two million dollars (\$2,000,000.00) for each occurrence and five million dollars (\$5,000,000.00) in annual aggregate. SCHOOL agrees to furnish HOSPITAL with a Certificate of Insurance evidencing compliance with all applicable insurance requirements upon the execution of this Agreement and annually during the term of this Agreement. Such certificate of Insurance shall state that students are covered by such policy of insurance. In the event of insurance cancellation or modification SCHOOL agrees to provide no less than thirty (30) days' notice of any insurance cancellation, reduction, or other material change of the scope of any required insurance coverage.

5.2 Hospital Liability Insurance. HOSPITAL shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, professional liability insurance or a program of self-insurance in amounts reasonably necessary to protect HOSPITAL and its employees, agents, or representatives against liability arising from any and all negligent acts or incidents occurring in the discharge of its or their responsibilities and obligations under this Agreement. Coverage under such professional liability insurance shall be not less than two million dollars (\$2,000,000.00) for each occurrence and five million dollars (\$5,000,000.00) in annual aggregate. HOSPITAL agrees to furnish SCHOOL with a Certificate of Insurance evidencing compliance with all applicable insurance requirements upon the execution of this Agreement and annually during the term of this Agreement. Such certificate of Insurance shall state that providers are covered by such policy of insurance. In the event of insurance cancellation or modification HOSPITAL agrees to provide no less than thirty (30) days' notice of any insurance cancellation, reduction, or other material change of the scope of any required insurance coverage.

5.4 Workers' Compensation. Each Party shall maintain Workers' Compensation and Disability Insurance covering their personnel in accordance with all applicable workers' compensation laws.

5.5 Health Insurance. SCHOOL inform each student in Field Experience program of the requirement to procure and maintain in force during the term of this Agreement, at the students' sole cost and expense, health insurance coverage. Evidence of Health Insurance shall be provided by the student to Hospital, upon request.

5.6 Proof of Insurance. SCHOOL and Students, as applicable, prior to the execution of this Agreement and annually during the term of this Agreement, agrees to furnish HOSPITAL with certificates of insurance evidencing compliance with all applicable insurance requirements, including:

- a. certificate of professional liability and general liability insurance (covering SCHOOL and/or student, as applicable);
- b. certificate of Workers' Compensation insurance;
- c. proof of health insurance coverage for students;

5.7 Insurance Cancellation/Modification. Both parties agree to provide for not less than thirty (30) days notice of any insurance cancellation, reduction, or other material change in the amount or scope of any required insurance coverage.

ARTICLE VI

INDEMNIFICATION/HOLD HARMLESS

6.1 SCHOOL shall defend, hold harmless and indemnify HOSPITAL and its affiliates, directors, trustees, officers, agents, and employees against all claims, demands, suits, judgments, expenses and costs of any and all kinds, including attorneys' fees and costs, arising as a result of damages or injuries caused to any third party through the performance or failure of performance of this Agreement, including violation of any duty imposed by statute, ordinance, or regulation, on the part of SCHOOL, its employees, agents, or students providing such damages or injuries have arisen or are claimed to have arisen out of negligence or Workers' Compensation claim (pursuant to paragraph 6.4 of this Agreement) or any other grounds of legal liability, including violation of any duty imposed by statute or ordinance or regulation on the part of SCHOOL, its students, employees, or agents.

6.2 HOSPITAL shall defend, hold harmless and indemnify SCHOOL and its affiliates, directors, trustees, officers, agents, and employees against all claims, demands, suits, judgments, expenses and costs of any and all kinds, including attorneys' fees and costs, arising as a result of damages or injuries caused to any third party through the performance or failure of performance of this Agreement, including violation of any duty imposed by statute, ordinance, or regulation, on the part of HOSPITAL, its employees, agents, or students providing such damages or injuries have arisen or are claimed to have arisen out of negligence or any other grounds of legal liability, including violation of any duty imposed by statute or ordinance or regulation on the part of HOSPITAL, its employees, or agents.

6.3 The parties agree that neither termination of this Agreement nor completion of the acts performed under this Agreement shall release either Party from the obligation to indemnify the other as to any claim or cause of action, which occurred, or is alleged to have occurred, prior to the effective date of such termination or completion.

6.4 SCHOOL, as an entity and on behalf of its employees, agents, and students, claims any and all governmental immunity as may be established by or set forth under Federal or Illinois law, rule or regulation.

ARTICLE VII

RELATIONSHIP BETWEEN THE PARTIES

7.1 Independent Entities. Nothing in this Agreement is intended nor shall be deemed or construed to create any relationship between HOSPITAL, SCHOOL, students, or faculty of SCHOOL, other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement.

7.2 Authorization to Speak for Other Party. No Party is authorized to speak on behalf of the other for any purpose whatsoever without the prior consent of the authorized agent in writing of the other.

7.3 No Employer/Employee Relationship. The Parties expressly understand and agree that the students enrolled in the program are in attendance for educational purposes, and such students are not employees of either HOSPITAL or SCHOOL. Furthermore, SCHOOL faculty are not employees of HOSPITAL. SCHOOL faculty and students participating in the Field Experience program are, however, considered members of HOSPITAL'S "workforce" for purposes of compliance with the Health Insurance Portability and Accountability Act ("HIPAA"). Finally, HOSPITAL employees are not employees of SCHOOL and shall not be entitled to any benefits of employment provided to SCHOOL employees, including participation in pension programs or accrual of tenure.

- a. Benefits. Because SCHOOL faculty and SCHOOL students are not employees of HOSPITAL, it is understood by SCHOOL, students, and faculty that HOSPITAL shall not provide employment compensation or employment benefits, including health insurance benefits, paid leave benefits, disability benefits, workers' compensation benefits, unemployment benefits, retirement benefits, or any other employee benefit, for the benefit of SCHOOL, students, or faculty.

Because HOSPITAL staff are not employees of SCHOOL, it is understood by HOSPITAL, and Hospital staff that SCHOOL shall not provide employment compensation or employment benefits, including health insurance benefits, paid leave benefits, disability benefits, workers' compensation benefits, unemployment benefits, retirement benefits, or any other employee benefit, for the benefit of HOSPITAL or Hospital staff.

- b. Taxes. Because SCHOOL faculty and SCHOOL students are not employees of HOSPITAL, it is understood by SCHOOL that HOSPITAL shall not be responsible for withholding federal or state taxes with respect to any compensation that may be paid to students or faculty by SCHOOL or other source.

Because HOSPITAL staff are not employees of SCHOOL, it is understood by HOSPITAL that SCHOOL shall not be responsible for withholding federal or state taxes with respect to any compensation that may be paid to Hospital staff by HOSPITAL or other source.

ARTICLE VIII

CONFIDENTIALITY OF MEDICAL INFORMATION

8.1 Access to Information. Neither HOSPITAL nor SCHOOL nor students enrolled in the Field Experience program shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by HOSPITAL in writing, any patient or medical record information regarding HOSPITAL patients, and SCHOOL and HOSPITAL and students shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of HOSPITAL, SCHOOL and students, regarding the confidentiality of such information. SCHOOL acknowledges that in receiving or otherwise dealing with any records or information from HOSPITAL about HOSPITAL's patients receiving treatment for alcohol or drug abuse, SCHOOL and Students are fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time).

In addition, SCHOOL and HOSPITAL shall not use or disclose any protected health information and individually identifiable health information, as defined in 45 CFR Part 164 (collectively, the “**Protected Health Information**”), concerning a patient other than as permitted by this Agreement or provisions of the federal privacy regulations (the “**Federal Privacy Regulations**”) and the federal security standards (the “**Federal Security Regulations**”) as contained in 45 CFR Part 164.

82 Patient Consent. SCHOOL and Students shall work with HOSPITAL to obtain patient consent in appropriate circumstances. In the absence of consent, Students shall use de-identified information only in any discussions about the Field Experience with SCHOOL, its employees, or agents.

83 HIPAA. For purposes of this Agreement, Students are trainees and shall be considered members of the Hospital’s workforce as that term is defined in the HIPAA regulations at 45 C.F.R. Section 160.103. The SCHOOL shall be responsible for curriculum planning, admission, administration, requirements for matriculation, faculty appointments and promotions and any other requirements of any academic accrediting agency. Neither the SCHOOL nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent to such access. SCHOOL shall reasonably assist the Hospital in obtaining patient consent in appropriate circumstances.

84 Student Confidentiality Agreement. Student participants in the Field Experience program shall sign HOSPITAL’S Confidentiality Agreement attached hereto as Exhibit A-2.

ARTICLE IX **TRADE SECRETS**

During the term of this Agreement, SCHOOL and its students and/or faculty shall have access to and become acquainted with confidential information and trade secrets of HOSPITAL, including information and data relating to payer contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations, and related data (collectively, “Trade Secrets”). All Trade Secrets are the property of HOSPITAL and used in the course of HOSPITAL’S business and shall be proprietary information protected under the Uniform Trade Secrets Act. SCHOOL, students, and faculty shall not disclose to any person or entity, directly or indirectly, either during the term of this Agreement or at any time thereafter, any Trade Secrets, or use any Trade Secrets other than in the course of providing services under this Agreement. All documents that SCHOOL, students, and faculty prepare, or Trade Secrets that might be given to SCHOOL, students, and faculty in the course of providing services under this Agreement, are the exclusive property of HOSPITAL, and, without prior written consent of HOSPITAL, shall not be removed from HOSPITAL’S premises.

ARTICLE X **TERM AND TERMINATION OF AGREEMENT**

10.1 Term. This Agreement shall be effective on the last date of signature, and shall remain in effect unless terminated in writing by either party as provided herein.

10.2 Termination. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days advance written notice to the other party; provided that all students currently enrolled in the

Program at Hospital at the time notice of termination shall be given the opportunity to complete their Field Program at Hospital, such completion not to exceed three (3) months.

ARTICLE XI

GENERAL PROVISIONS

11.1 Amendment. This Agreement may be amended at any time by mutual agreement of the Parties, provided that before any amendment shall be operative or valid, it shall have been reduced to writing and signed by authorized agents of both Parties.

11.2 Assignment. Neither HOSPITAL nor SCHOOL shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other.

11.3 Attorneys' Fees. If either Party brings an action for any relief or collection against the other Party, declaratory or otherwise, arising out of the arrangement described in this Agreement, each Party shall be responsible for their share of costs and attorneys' fees, including without limitation fees incurred at arbitration, at trial, on appeal, and on any review therefrom, all of which shall be deemed to have accrued upon the commencement of such action.

11.4 Force Majeure. Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance, or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), action of any governmental authority, riots, revolutions, fire, floods, explosions, sabotage, nuclear incidents, lightening, weather, earthquakes, storms, sinkholes, or epidemics.

11.5 Headings. The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

11.6 Meaning of Certain Words. Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include plural, and vice versa.

11.7 Notices. All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express). Notice shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

If to Hospital :
Saint Joseph Hospital - Elgin, Llc, D/B/A
Saint Joseph Hospital
77 N. Airlite St., Elgin, Illinois 60123,
Contact person: Joseph Wadas_
jwadas@primehealthcare.com

If to the School :
Dean of Health Careers and Public Service Programs
2000 Fifth Avenue
River Grove, IL 60171

With copy to
Winner Law
2344 W Melrose
Chicago, IL 60618

11.8 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

11.9 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective and shall apply solely to the specific instance expressly stated.

11.10 Entire Agreement. This Agreement is the entire understanding and Agreement of the Parties regarding its subject matter, and supersedes any prior oral or written Agreements, representations, or understandings between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed by and authorized agent, and attached to this Agreement.

11.11 Governing Law. This Agreement shall be governed in all respects by the laws of the State of Illinois. All disputes shall be resolved in the Circuit Court of Cook County, Illinois.

11.12 This Agreement is executed by an authorized representative of SCHOOL in the representative's official capacity only and the representative shall have no personal liability under this Agreement.

[signature page(s) follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their behalf by their duly authorized representatives.

HOSPITAL:
Saint Joseph Hospital - Elgin, Llc, D/B/A Saint
Joseph Hospital

SCHOOL:
TRITON COLLEGE

By: _____
Signature

Name: Eva Balderrama

Title: CEO

Date: _____

By: _____
Signature

Name: Mark R. Stephens

Title: Board Chairman

Date: _____

EXHIBIT A
CLEARANCE FORMS PACKET

All participating students shall read, complete, sign and submit the following forms:

- 1. Exhibit A-1: Student Code of Conduct.**
- 2. Exhibit A-2: Student Confidentiality Policy/HIPAA.**
- 3. Exhibit A-3: Agreement for Waiver and Release of all Claims.**
- 4. Exhibit A-4: If Student is an employee of [enter hospital name]**
- 5. Exhibit A-5: General Compliance Training Attestation**
- 6. Exhibit B: Student Agreement- Field Experience**

PLEASE SIGN AND INITIAL PAGES WHERE INDICATED

STUDENT NAME: _____ SIGNATURE: _____

SCHOOL NAME: _____ PROGRAM: _____

FIELD COORDINATOR'S NAME: _____

SUPERVISING MEDICAL PROFESSIONAL: _____

EXHIBIT “A-1”
STUDENT CODE OF CONDUCT
[Enter Hospital Name]

This Hospital mandates that there be an environment of mutual understanding, respect and cooperation and that its affiliated SCHOOL students and/or interns must maintain the highest standards of personal/professional conduct and behavior. Regardless of the role description, each individual is a vital link in providing outstanding patient care and customer service.

This is not intended to be a complete list of all code of conduct and performance, but to promote an idea of what type of conduct and job performance is expected and what behavior may result in corrective action or discharge. In arriving at a decision, both the nature of the incident and prior record of the employee will be considered.

The Hospital is committed to Standards of Behavior by the following listed below. Failure to comply will result in disciplinary action.

The Hospital retains the right to immediately terminate the affiliation of a student and/or intern for any type of misconduct, including the examples listed below, depending upon the nature and circumstances of the incident and the any prior performance records. However, examples of other conduct that normally will result in a warning or suspension prior to termination include the following:

Falsification of any records, such as medical forms, worker’s compensation claims, timecards or SCHOOL programs applications, or giving false testimony or witness.

Carelessness of violations of Hospital rules and procedures which could jeopardize the safety of self or others or and/or which could result in bodily injury or damage to Hospital property.

Disorderly conduct including fighting, horseplay, threatening, or abusing any individual, patient, visitors, or member of the public. Immoral or indecent conduct.

Insubordination including refusal or failure to perform tasks assigned by a supervisor or manager in the appropriate manner.

Distribution, use, possession, purchase or sale of or being under the influence of alcohol, narcotics, intoxicants, drugs or hallucinatory agents while on Hospital property or reporting to work under such conditions.

Use of alcohol or drugs while in a Hospital uniform.

Any violation of the Hospital’s Drug-Free Workplace Program.

Threats of violence, acts of violence, terrorist threats or acts of terrorism against the Hospital, patients, employees or the general public.

Sleeping during Field Experience time.

Student Initials: _____

EXHIBIT “A-1”
STUDENT CODE OF CONDUCT
[Enter Hospital Name]
(CONTINUATION)

Stealing from the Hospital, employees, patients or members of the public, regardless of the amount. Soliciting tips, gifts or other gratuities or favors from patients or their families.

Possession of weapons or explosives on Hospital premises.

Field Experience abandonment/Leaving without authorization.

Failure to return to the Field Experience Program by the end of the student or intern’s normal Field Experience day, on the date scheduled for return to the Field Experience from an excused absence.

Disclosure (whether negligent or intentional) of confidential information pertaining to patients, physicians, or other employees, including, but not limited to the violation of the Patient’s Right and Confidentiality Policies and the Health Information Portability and Accountability Act (HIPAA).

Giving unauthorized medical or health advice.

Altering, falsifying, or making an intentional misstatement of facts on a member or patient record or chart.

Failure to perform assignment as directed.

Inappropriate attitude or behavior to patients, other employees, or members of the public.

Violations of security or safety regulations including unsafe acts, such as improper bending, lifting, twisting, etc.

Excessive absenteeism or pattern of unexcused absences.

Soliciting for any purpose during working time (working time does not include meal or break periods during which a student or intern is released from all duties).

Unsatisfactory performance.

Student Initials:

EXHIBIT "A-1"
STUDENT CODE OF CONDUCT
[Enter Hospital Name]
(CONTINUATION)

Negligent conduct that causes misuse, waste or damage to any of the Hospital's property or using such property for personal reasons or releasing such property to others without proper authorization.

Failure to attend required orientation, in-service sessions or mandatory staff meetings.

Failure to immediately report accidents, theft, abuse, or similar misconduct towards patients, visitors, or employees.

Smoking, eating, chewing gum or lounging in unauthorized areas or taking or consuming food and beverages sent for patients, visitors or any other individuals.

Improper or unauthorized parking.

TO BE COMPLETED BY STUDENT

I _____ acknowledge that I have read and fully understand the Code of Conduct.

Print Name

Signature

Date

EXHIBIT “A-2”
STUDENT CONFIDENTIALITY POLICY/HIPAA
ACKNOWLEDGEMENT

Confidentiality Policy

Disclosure of confidential information gained through your Field Experience Program by the Hospital is considered an act of prohibited conduct subject to disciplinary action, up to and including student suspension.

Any information concerning a patient’s illness, family, financial condition, or personal characteristics is strictly confidential. When a patient’s history or condition is reviewed, it must be done in private only with those persons involved with the care of the patient. Copying, photographing, replicating in any manner, videotaping, etc. is strictly prohibited.

I understand and agree to abide by the statement outlined above.

HIPAA Acknowledgement

HIPAA is the Health Insurance Portability and Accountability Act of 1996: Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Field Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws. The Privacy Rule (“RULE”) is a section of this law designed to protect the privacy of certain health information. This information is referred to as Protected Health Information (“PHI”) that relates to the health of an individual and identifies, or can be used to identify, the individual. Disclosure of information in violation of the RULE is considered an act of prohibited conduct subject to disciplinary action, up to and including student suspension.

I understand and acknowledge the above standards regarding patient privacy and protected health information. Under HIPAA there are penalties both civil and criminal for failure to comply with privacy requirements.

Student Name (Please Print):	SCHOOL Name and Program:
Student Signature:	Date:

EXHIBIT "A-3"
AGREEMENT FOR WAIVER AND RELEASE OF ALL CLAIMS

This AGREEMENT FOR WAIVER AND RELEASE OF ALL CLAIMS (this "**Agreement**") is made effective this day of _____, 20__ (the "**Effective Date**"), by and between _____ ("**Hospital**"), Community College District 504 ("**Triton**"), and _____ ("**Student**").

This Agreement is based on the facts hereinafter recited:

1. Student shall be provided access to Hospital's premises for the purpose of obtaining Field education via a Field Experience Program for students enrolled in the Triton _____ Program or any professional degree in the healthcare industry.
2. Student understands that the educational institution in which Student currently is enrolled in, and which has contracted with Hospital to provide Student access to Hospital's premises Field Experience Program, does not provide Workers' Compensation coverage for Student.
3. Student also understands and agrees that Hospital's Workers' Compensation insurance policy does not cover Student for injuries sustained by Student while engaging in Field Experience Program activities on Hospital's premises.
4. Student hereby agrees to waive and release Triton and Hospital from any liability or responsibility any injuries sustained by Student while engaging in Field Experience Program activities on Hospital's premises, no matter how incurred, that may otherwise be covered under workers' compensation insurance.
5. Student further understands and agrees that Students are required to obtain their own health insurance coverage for any illnesses or injuries sustained while engaging in Field Experience Program activities on Hospital's premises.
6. Student hereby agrees to look only to their own health insurance coverage or otherwise retain their own financial responsibility for any medical services they receive in connection with any injuries sustained by Student while engaging in Field Experience Program activities on Hospital's premises.
7. The undersigned represents and warrants that they have the right, power, legal capacity, and authority to enter into this Agreement, and that no further approval or consent of any person or entity is necessary for them to enter into and perform such obligations.
8. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, said provision shall be deemed to be severed and deleted and neither such provision, its severance, or deletion shall affect the validity of the remaining provisions of this agreement.
9. This Agreement shall not be construed against the party or its representative who drafted this agreement, or any portion hereof.

Student Initials: _____

EXHIBIT "A-3"
(Continuation)

10. This Agreement shall be and inure to the benefit of the undersigned and their heirs, executors, wards, administrators, agents, officers, directors, shareholders, successors in interest and assigns.
11. This Agreement is and shall be subject to, governed by, and construed and enforced pursuant to the laws of the State of Illinois. All disputes under this Agreement shall be resolved in the Circuit Court of Cook County.
12. This release and agreement is the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This release and agreement may be amended only upon an agreement in writing.

Each Party hereto represents and warrants that it has been advised to seek advice from independent legal counsel of its own choosing regarding this Agreement and its terms and language, and understand and acknowledge the significance and consequence of these Releases, and the specific waivers of Section 1542, and each Party expressly consents that this Agreement and the Releases set forth herein shall be given full force and effect according to each and all of their express terms and provisions, including those relating to unknown and unsuspected claims, demands and causes of action, if any, as well as those relating to any other claims, demands and causes of action herein above specified.

DO NOT SIGN UNTIL READ AND FULLY UNDERSTOOD

Hospital: _____

Student: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

EXHIBIT "A-4"
[Enter Hospital Name]
HOSPITAL EMPLOYEES ONLY

I, _____ employee of [Enter Hospital Name] and Student of [Enter School Name], acknowledge that I have read, fully understand and agree to comply to the following terms:

WORKING TIME & OBSERVATION/FIELD ROTATION TIME EXCLUSIVITY:

Student/Observer agrees that his/her Working Time and Observation/Field Rotation Time are exclusive from one another, and at no point shall Student/Observer be performing Observation/Field Rotation Time and be allowed to change and perform Working Time. Likewise, at no point shall Student/Observer be performing Working Time and be allowed to change and perform Observation/Field Rotation Time.

Student/Observer Signature: _____ Date: _____

[Enter Hospital Name] Physician or Field Experience Supervisor:

Signature: _____ Date: _____

Name: _____ Title: _____

Approved by:

Signature: _____ Date: _____

Name: _____ Title: _____



General Compliance Training Attestation Form

I, _____, hereby confirm that I have reviewed
(Name)

and understand the content of the **GENERAL COMPLIANCE TRAINING** module on
_____.

(Date)

Print Name: _____

Signature: _____

Discipline/Specialty: _____

School Name: _____

Contact Information: _____

Please return the completed form to: XXXXXXXX@primehealthcare.com

For questions or concerns please call: XXX-XXX-XXXX

EXHIBIT B
STUDENT AGREEMENT – FIELD EXPERIENCE

I, _____, a student at _____ ("School") in the _____ Program desire the opportunity to obtain Field Experience through participation in a Field rotation at Hospital (hereinafter referred to as "Field Experience"), and hereby agree to the following:

I understand and agree to abide by: (I) the applicable terms and conditions of the Educational Affiliation Agreement between my School and Hospital; (ii) all applicable Hospital policies and procedures; and (iii) the Ethical and Religious Directives for Catholic Health Care Services as found at www.usccb.org/bishops/directives. I further understand and agree that failure to do so may result in the immediate termination of my participation in the aforementioned Field Experience.

1. I understand and agree that I shall not use or disclose to any third party any trade secrets and/or confidential information, facts or documents relating in any way to Hospital's business operations, patients, suppliers, vendors, personnel, contracts or financial condition or any other confidential or proprietary information except as necessary to the completion of my Field Experience or as required by applicable law. I understand the foregoing does not apply to publicly available information or information required by court order or applicable law.
2. I have been provided the necessary HIPAA training and understand and agree to: (I) appropriately access and disclose patient information; (ii) appropriately use the Hospital information system; and (iii) use reasonable safeguards to prevent unauthorized access to or disclosure of Hospital patient information.
3. I understand and agree that when I am participating in the Field Experience, I am not, and will not be, an employee of Hospital or School and will therefore not be eligible for any of the compensation or benefits that Hospital or School employees receive.
4. I authorize all necessary exchanges of information between Hospital and my School related to me and my participation in the Field Experience, including my education records.
5. I agree to clearly identify myself as a student, both visually by the wearing of a name badge and in all written and verbal communication, to all patients, providers, and staff during my Field Experience.
6. I agree to act only within the scope of my Field Experience and, at such times as are necessary, will immediately attempt to resolve any question or doubt I have as to the extent of that scope with the appropriate Hospital supervisor and School faculty.
7. I have been appropriately immunized as required under the Educational Affiliation Agreement and agree to submit to any additional health examinations that might be necessary to my participation in the Field Experience and further agree to make the results of any such additional examinations available to Hospital upon request.
8. I understand that Hospital may make emergency care available to me during the term of my Field Experience and that such emergency care will not be given without charge. I agree that I will be financially responsible for any medical care provided by any Hospital Facility, including any emergency care.
9. I understand and agree that Hospital retains the right to remove me at any time, if Hospital deems such removal to be in the best interests of Hospital and its patients.
10. I agree to release Hospital and School from any liability for the loss of or damage to my personal property while on Hospital property. I agree to be liable for and indemnify Hospital and School for any claims made against Hospital which are based solely on any of my activities. By signing this Agreement, I, and my parent or guardian if applicable, acknowledge that I understand the dangers of participating in the Field Experience and hereby release Hospital and School, their administration, board of directors, employees and agents from any and all liability from my participating in the Field Experience. I agree that this Student Agreement shall be binding and of full force and effect upon my heirs, assigns, executors, personal representatives, and guardians, including parents, durable powers of attorney or next of kin.

STUDENT:

Signature Date

Printed Name Program

PARENT/GUARDIAN (If Student is a minor): I hereby agree to the above terms on behalf of the above-named student.

Signature Date

Printed Name Program

TRITON COLLEGE, District 504
Board of Trustees

Meeting of October 21, 2025

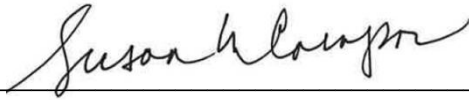
ACTION EXHIBIT NO. 17293

SUBJECT: AGREEMENT WITH CURRIQUNET SOLUTIONS

RECOMMENDATION: That the Board of Trustees approve an Agreement with Curriqunet Solutions to host and manage Triton College's Curriculum Management System and Digital Catalog. The cost includes a one-time implementation fee of \$52,339. The Agreement will be in effect from November 1, 2025, through June 30, 2031, for a cost of \$104,554 in FY26; \$55,582 in FY27, \$61,338 in FY28, \$67,972 in FY29 and \$128,065 in FY30 at a total cost of \$417,511 over the sixty-seven-month term.

RATIONALE: This Agreement establishes an automated workflow system to support the College's curriculum submission, review, and approval processes. The digital catalog provides user-friendly, intuitive tools to create and update the Triton College catalog. The system integrates with the College's existing Colleague platform and offers single sign-on access for all users. Curriqunet will replace Watermark SmartCatalog, Planning and Self Study, Curriculum and Syllabus. The November 2025 start allows implementation to be fully completed before the Watermark Agreement ends on June 30, 2026, which had an annual cost of \$87,084.13.

Submitted to Board by: _____


Dr. Susan Campos, Vice President of Academic Affairs

Board Officers' Signatures Required:

Mark R. Stephens
Board Chairman

Tracy Jennings
Secretary

Date

Related forms requiring Board signature: Yes ☒ No ☐

curriQūnetMETA

Software as a Service -Subscription License

Triton College
CurriQūnet Solutions, LLC - DBA, Acadea
11.1.2025- 6.30.2031

Software As A Service Subscription License

Client		Service Provider	
Name	Triton College	Name	currIQūnet Solutions, LLC dba Acadea
Address	2000 5 th Ave	Address	1600 John Adams Parkway, Suite 200
City, State ZIP	River Grove, IL 60171	City, State ZIP	Idaho Falls, Idaho 83401-4300
Phone	708-456-0300	Phone	208-522-1225
Contact Name	Iva Gallmeister, Non Credit Program Director	Contact Name	Nancy Howard

Effective Date	Initial Term (Months)	Renewal Date
11.1.2025	60	6.30.2031.

This SaaS Subscription Agreement (“Agreement”), dated as of the Effective Date, governs the use by Customer of currIQūnet META as described in Schedule A (collectively, the “SaaS System”), and the services provided by Service Provider in connection with the SaaS System (the “SaaS Services”).

This Agreement includes:

(1) Schedule A that outlines the services and access purchased from Service Provider and the SaaS Services, and
 (2) the Terms of Purchase and Use. In the event of conflict among terms, the order of priority shall be the Schedule A, this Agreement including the Terms of Purchase and Use.

1. Service Provider agrees to provide the SaaS Services described in Schedule A, and Customer agrees to pay for the Products and SaaS Services and comply with the terms and conditions set forth in this SaaS Subscription Agreement, Schedule A, Schedule B and the Terms of Purchase and Use.

2. The Term of Service for the SaaS Services is indicated in Schedule A for the SaaS Services. SaaS Services access is limited to all name employees of the Customer. For each User, Customer will be provided a username (User ID) and password, which enables the number of Customer's Users to access the SaaS System and use the SaaS Services. Following expiration of the Initial Term, the Term of Service will automatically renew for successive periods of one (1) year each unless and until either party gives the other party notice of non-renewal at least 60 days prior to the next scheduled renewal date. Customer may elect Early Termination of the Services by providing 30 days’ written notice and payment equal to 50% of the balance of the term.

3. Service Provider grants to Customer a limited, non-exclusive, terminable, non-transferable license to access the SaaS Services through the SaaS System, or by any other means on which the parties may agree, and to use the SaaS Services during the Term or Service, subject to the terms of this agreement.

4. All other terms and conditions that are part of this Agreement shall be as set forth in the Terms of Purchase and Use, and this Agreement (inclusive of the Terms of Purchase and Use), and all Order Forms completed and approved pursuant to this Agreement, constitute the complete and exclusive terms of the agreement between the parties regarding the subject matter and supersedes all other prior and contemporaneous agreements or communications with respect to the subject matter hereof. In the event of a direct conflict between the terms of this Agreement and the terms of the then-current Terms of Use, the terms of the Agreement shall control.

5. Customer represents and warrants that Customer has all necessary authorization to purchase and pay for the Products and SaaS Services indicated in Schedule A, subject to any event of legislative non-appropriation.

6. Customer agrees to provide the necessary electric service, wiring, computer equipment and communication line access (in accordance with UL standards) for access to the SaaS Services. Customer agrees to provide, install and maintain, at Customer's expense, data communication lines therefor, all pursuant to minimum specifications prescribed by Service Provider from time to time. Customer shall be responsible for ongoing charges for Customer's own use of such data communication lines.

7. If there is any conflict between the terms of Schedule A and the terms of this SaaS Subscription Agreement or the Terms of Purchase and Use, then the terms of Schedule A shall control. Any provisions contained in Customer's own purchase order forms, such as preprinted terms and conditions typically found on their reverse side, shall not apply and are superseded in their entirety by the provisions of this Subscription Agreement, including the applicable Order Form.

THE TERMS AND CONDITIONS SET FORTH HEREIN SHALL NOT BE BINDING UNTIL FULLY EXECUTED BY AN AUTHORIZED SIGNATORY FOR BOTH CUSTOMER AND SERVICE PROVIDER (OR ITS APPLICABLE AFFILIATE), IN AN OFFICIAL CAPACITY ONLY .

currlQūnet		Triton College	
By:		By:	
Printed:	Nancy Howard	Printed:	Mark R. Stephens
Title:	Vice President Product Delivery & Services	Title:	Board Chairman
Date:		Date:	

(The Remainder of this page is Blank)

Description of SaaS Services

(1) BASIC MONITORING. The SaaS Services include access by Customer through the SaaS Customer Web-based Portal to the following features: curriQūnet META as outlined in Schedule A.

(2) HOSTING AND MANAGEMENT SERVICES. The SaaS Services include the following managed services:

- Network administration, including communications between the Gateway and the network operations center through cellular wireless transmission or Customer provided Ethernet connection or other method as provided by the Customer
- Software administration
- Data administration
- Periodic software upgrades

(3) AUTHORIZED USER LICENSE (WEB PORTAL). The Authorized User License is limited to named institutional users identified and verified as having an institutional email address enabling access to the Portal.

(4) INSTALLATION/ACTIVATION SERVICES: Customer may elect to receive any of the following Installation Services from Service provider as outlines in Schedule A.

(5) PORTAL AND BUSINESS PROCESS TRAINING. If these Services are purchased, Customer shall receive the number of days of on-site Portal and Business Process Training set forth in Schedule A for no additional costs beyond the amount set forth in Schedule A.. Alternatively, Customer may elect to receive Portal and Business Processing Training remotely.

(6) SUPPORT SERVICES. Support Services include unlimited remote service and support during normal business hours (Monday – Friday, 6 a.m. – 6 p.m. MDT) for no additional cost or fee. Customer will designate one individual who will be the authorized point of contact for all technical support communications between Service Provider and Customer at all times. Service Provider will use commercially reasonable efforts to keep the SaaS System available on a 24 hour a day, 7 day a week basis, via web site access utilizing the Minimum Configuration, subject to occasional scheduled downtime (during non-working hours, for short periods of time, typically on Sundays and communicated in advance) for maintenance purposes, unforeseen maintenance and systems outages, or routine testing of the Services. As used herein, “Minimum Configuration” means the minimum configuration of client hardware and software required to access the Services, which shall be that users have an Internet connection and Internet.

Terms of Purchase and Use

PLEASE READ CAREFULLY BEFORE PURCHASING THE PRODUCTS AND USING THIS SaaS SERVICE. BY PURCHASING THE PRODUCTS, AND/OR ACCESSING AND USING THE SaaS SERVICE AND THE ASSOCIATED WEBSITE, APPLICATIONS AND TOOLS, YOU AGREE TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS SET FORTH HEREIN. THESE TERMS OF PURCHASE AND USE FORM PART OF THE SaaS SUBSCRIPTION AGREEMENT, WHICH YOU ARE REQUIRED TO ACCEPT IN CONNECTION WITH YOUR INITIAL AND ALL SUBSEQUENT PURCHASES OF THE PRODUCTS AND USE OF THE SaaS SERVICE.

SaaS Services; Grant of Rights

If SaaS Services are obtained pursuant to Schedule A, Service Provider grants you and your staff (collectively, the “Users”), for the Term of Service indicated in Schedule A, a limited, non-exclusive, terminable, non-transferable license to access and use the services, tools and applications provided through the SaaS Service subject to these Terms of Purchase and Use. The SaaS Service may include download areas and product information provided by

Service Provider or third-party vendors. All SaaS Services, including any updates, enhancements, new features, and/or the addition of any new Web properties, are subject to these Terms of Purchase and Use. All rights not expressly granted to you and your Users pursuant to the SaaS Subscription Agreement are reserved to Service Provider, and all uses of the SaaS Service not expressly permitted hereunder are prohibited.

Permitted and Prohibited Use

Limited Use. You and your Users may access the SaaS System and use the SaaS Services solely to support and operate in your internal business (i) the software access purchased by you from Service Provider; and, (ii) Service Provider's web-based monitor and control management portal ("the "Portal"). Service Provider reserves the right, in its sole reasonable discretion, to limit your and/or your Users' use of the SaaS Services in the event that Service Provider determines that your and/or your Users' use thereof to be inconsistent with such purposes, and/or otherwise inconsistent with these Terms of Purchase and Use.

Prohibited Uses. You agree, for yourself and to advise all your Users, as a condition of use of the SaaS Services, not to use the SaaS Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You and your Users may not use the SaaS Service in any manner that could knowingly damage, disable, overburden, or impair any Service Provider or subscriber server, or the network(s) connected to any Service Provider or subscriber server, or interfere with any other party's use and enjoyment of any of the SaaS Services. You and your Users may not attempt to gain unauthorized access to any part of the SaaS Services, other accounts, computer systems or networks connected to any Service Provider or subscriber server or to any part of the SaaS Services, through hacking, password mining or any other means. You and your Users may not obtain or attempt to obtain any materials or information through any means not intentionally made available through the SaaS Services. Except as expressly set forth herein, you and your Users may not (i) copy, reproduce, alter, modify, transmit, perform, create derivative works of, publish, sub-license, distribute, or circulate the SaaS Services, or any associated applications, tools or data thereof; (ii) disassemble, decompile, or reverse engineer the software used to provide the SaaS Services, or use a robot, spider, or any similar device to copy or catalog any materials or information made available through the SaaS Services; or, (iii) knowingly take any actions, whether intentional or unintentional, that may circumvent, disable, damage or impair the SaaS Services' control or security systems, or allow or assist a third party to do so.

Suspension of Service. Service Provider may at any time suspend (or require that you suspend) the access of Users to the SaaS Services and/or disable their Login Information in the event of violation of these terms and conditions. Grounds for suspension of service are not limited to, but may include, for example, legal or regulatory reasons, investigation of suspicious activities, or action by authorities, or if Service Provider or you have has reason to suspect any such User is engaged in activities that may violate these Terms of Purchase and Use, applicable laws, or subscriber policies, or are otherwise deemed harmful to Service Provider, your organization, your and our respective network or facilities, or other Users. Service Provider shall not be liable to any User for suspension of SaaS Service, regardless of the grounds.

Ownership; Subscriber and User Submissions

As between you and your Users and Service Provider, the SaaS Services, any material or information provided pursuant to the SaaS Services, and any associated applications, tools or data, and all additions, modifications and improvements made or specified by Service Provider, its agents or contractors, are the property of Service Provider, and are protected by United States and international copyright, trademark and patent laws, as applicable. By using SaaS Services, neither you nor your Users gain any ownership interest in such items.

Service Provider does not claim ownership of the usage information you or your Users provide for the use and operation of the SaaS Services. Service Provider and its vendors and contractors may use such information to operate and administer the SaaS Services. In addition, Service Provider may retain, analyze, use and share such information in anonymous, filtered, or aggregate form for general business purposes.

Service Provider reserves the right to upgrade, modify, replace or reconfigure the SaaS Services at any time. Customer will be provided with at least thirty (30) days' advance notice for changes that materially and adversely affect any use of the SaaS Services. Service Provider may also change the fee schedule, support terms, and service level agreements for the SaaS Services subject to at least thirty (30) days' advance notice, except that the change will not apply for the remainder of the Term of Service to the amount and type of SaaS Services you have contracted for under existing Order Forms. Any such notice may be given and shall be provided in an email sent to your account representative, or if included in any amendment, extension or new version of this Agreement or any Order Form.

Links to Third Party Sites

The SaaS Service may provide links that allow you or your Users to leave Service Provider's site and/or access third party websites. The linked sites in many cases are not under the control of Service Provider and Service Provider is not responsible for the contents of any linked site or any link contained in a linked site, or any changes or updates to such sites. Service Provider is not responsible for webcasting, or any other form of transmission received from any linked site. Service Provider provides these links only as a convenience, and the inclusion of any link does not imply endorsement by Service Provider of the site.

Use of Passwords; Internet

You are responsible for providing and administering usernames and passwords for all Users (the "Log-In Information"). Each User must have a valid username and password for the purpose of accessing the SaaS Services. You and your Users must keep all Log-In Information strictly confidential. Login Information may be used only by the assigned User and may not be shared or transferred without your consent and control.

You and your Users are responsible for maintaining the confidentiality of that User's username and password. You and your Users are responsible for any and all activities that occur under your entire Users' accounts. You agree to notify Service Provider immediately of any unauthorized use of your Users' accounts or any other breach of security. Service Provider will not be liable for any loss that you or a User may incur as a result of someone else using your Users' passwords or accounts, either with or without the applicable Users' knowledge.

Service Provider does not guarantee the security of any information transmitted to or from you or any User over the Internet, including through the use of e-mail. Access to the Internet, if employed, is your and each User's sole responsibility and the responsibility of Internet provider(s) you select. Service Provider does not accept any responsibility for failure of service due to Internet facilities, including related telecommunications or equipment.

Communications from Service Provider

Service Provider may periodically contact you or Users for customer service purposes. By accessing the SaaS Services, you and each User consent to receive such communications. You agree that Service Provider may reference its business relationship with you in its marketing or sales materials following advance notice and an opportunity to agree upon any shared information.

Payments, etc.

You agree to pay at the time indicated in Schedule A payments due from you thereunder. If not otherwise indicated in the Order Form, all payments are due forty-five (45) days from invoice.

Customer is a unit of local government and is exempt from taxation. A certificate of exemption shall be provided upon request. Service Provider assumes full responsibility for the payment of all federal, state and local taxes incurred by Service Provider as a result of this Agreement.

In the event that you default in any of the terms and conditions of the SaaS Subscription Agreement, including these Terms of Purchase and Use and any Order Forms completed and approved thereunder, or a petition for bankruptcy is filed by or against you, then, to the extent permitted by applicable law, Service Provider shall have the right to exercise one or more of the following remedies: (a) To declare the entire amount of the unpaid total purchase price due and payable plus all service fees that would otherwise come due for the remainder of the Term of Service, together with interest thereon at the lesser of 18% per annum or the then highest allowable legal rate per annum and/or (b) To terminate this Agreement as to any or all of Schedule A. All remedies of Service Provider hereunder are cumulative and may, to the extent permitted by law, be exercised concurrently or consecutively and jointly or severally, and the exercise of any one remedy shall not be deemed to be an election of such remedy to preclude the exercise of any other remedy. No failure on the part of Service Provider to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Service Provider of any right or remedy hereunder preclude any other or further exercise of any partially exercised right or remedy.

In the event of early termination as provided under Section 2, Customer is responsible for 50% of the remaining SaaS license fees for the balance of the term as shown on Page 2, "Initial Term (Months), Effective Date and Renewal Date. Remaining balances under early termination are due immediately on your election and notice of early termination.

Notice Specific to Software Available with the SaaS Services

Any software that is made available to download from the SaaS Services ("Software") is the copyrighted work of Service Provider and/or its suppliers. Use of the Software is governed by the terms of the end user license agreement, if any, which accompanies or is included with the Software ("License Agreement"). In some cases, you or a User may be unable to install any Software that is accompanied by or includes a License Agreement, unless you first agree to the License Agreement terms.

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A party's liability for damages arising out of or related to this Agreement shall be limited to proven direct damages, and in no event shall either party be liable for indirect, incidental, or consequential damages, except with respect to either party's indemnity obligations or liabilities that cannot be limited under applicable law. Service Provider's indemnification obligation shall be limited to third-party claims of bodily injury, property damage, and IP infringement arising directly from Service Provider's performance of the SaaS Services.

Subscriber Representations

You represent and warrant that: (i) you have full power and authority to enter into the SaaS Subscription Agreement, and to agree to all the terms and conditions contained therein and in these Terms of Purchase and Use in an official capacity only;

(ii) only you and your Users shall per permitted to access the SaaS Services and any related tools, applications, information and materials provided in connection with the SaaS Services; and (iii) you shall obtain and maintain in effect all permits, licenses and authorizations necessary for the purchase and intended use of the Products and the SaaS Services.

Reporting Infringement

By accessing and/or using the SaaS Services, Users agree to report to Service Provider all claims or suspected claims of copyright or other infringement of Service Provider's intellectual property or other proprietary rights. Claims of infringement should be directed to the Legal Department of Service Provider.

If you believe that any information on the SaaS site infringes on your copyright, you should notify the Service Provider of your claim in accordance with the following procedures. Service Provider will process notices of alleged infringement in accordance with the Digital Millennium Copyright Act ("DMCA") and other applicable copyright laws. The DMCA requires that notification of claimed infringement be in writing and provided to Service Provider's designated agent of service: curriQūnet, Attention Legal Affairs, 1600 John Adams Parkway, Suite 200, Idaho Falls, ID 83401

To be effective, the notice of infringement must contain the following information: (1) A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed; (2) Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site; (3) Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit the service provider to locate the material; (4) Information reasonably sufficient to permit the service provider to contact the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which the complaining party may be contacted; (5) A statement that the complaining party has a good faith belief that use of the material

in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (6) A statement that the information in the notification is accurate, and under penalty of perjury, that the complaining party is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Miscellaneous.

Failure to perform by reason of any law, natural disaster, war or any similar event beyond a party's reasonable control shall not be a breach hereof.

Service Provider shall not be liable for any loss or damage of any kind or for any consequences thereof resulting from delay or inability to deliver caused by lockouts, fire, theft, shortage, inability to obtain materials or shipping space, breakdowns, delays or carriers, manufacturers, or suppliers, acts of God, governmental statutes, proclamations or regulations, riot, civil commotion, war, malicious mischief, receipt of necessary information from Purchaser, or by any cause beyond your reasonable control.

You acknowledge and agree that the SaaS Services and the tools, applications, information and materials provided in connection with the SaaS Services possess a special, unique and extraordinary character that makes difficult the assessment of the monetary damages that would be sustained as a result of unauthorized use, and that unauthorized use may cause immediate and irreparable damage to Service Provider or other Subscribers for which Service Provider or such other Subscribers would not have an adequate remedy at law. Therefore, you agree that, in the event of such unauthorized use, in addition to such other legal and equitable rights and remedies as may be available to Service Provider, Service Provider may be entitled to injunctive and other equitable relief.

This Agreement shall be construed and enforced under the laws of the State of Illinois without reference to the choice of law principles thereof. User hereby consents to and submits to the jurisdiction of the federal and state courts located in the State of Illinois. User waives any defenses based upon lack of personal jurisdiction or venue, or inconvenient forum.

If any provision herein is unenforceable, then such provision shall be of no effect on any other provision hereof.

No waiver of any breach hereof shall be deemed a waiver of any other breach hereof.

Section headings are provided for convenience only and shall not be used to construe the meaning of any section hereof.

SCHEDULE A

By signing this Statement of Work (SOW), Client is purchasing the SaaS Licensing and Professional Services at the cost identified below. CurriQūnet Solutions, LLC dba, Acadea is not bound by the pricing and terms of this SOW unless fully executed by both parties as identified herein prior to the start of the contracted terms specified in the main SaaS Subscription Agreement.

Client			
Name:	Triton College	Representative:	Susan Marie Campos, VP Academic Affairs
Address:	2000 5 th Ave	Phone Number:	709-456-0300, ext 3630
City, State ZIP:	River Grove, IL 60171	Email:	susancampos@triton.edu

Project Contact Information			
Sales:		Project Manager:	Nancy Howard
Phone Number:		Phone Number:	208-522-1225
Email:		Email:	nancyhoward@curriqunet.com

Special Billing Instructions	
• Year One SaaS License and One-Time Implementation fees, as identified below, will be billed at contract execution. All Invoices are due NET 45 from date of invoice. • Projected costs are based on a 60 month SaaS licensing Agreement Term. • As stated in the Terms and Conditions, this Agreement will automatically renew for a new term to match the option selected below. If you elect not to renew it at the end of the initial or autorenewal term, written notice of such must be received at the Curriqunet Address above at least 60 days in advance. • Auto Renewals Periods following the initial five (69) month term may be subject to Annual License Fee Adjustments not to exceed 7.5% per year. • Pricing does not include any custom development outside of the existing platform features and functions – any requests for amendments or scope changes must be approved by both parties via a fully executed SOW and will be made part of this Agreement.	

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5 -YR currIQūnet META Pricing		Annual Subscription License Fees				
Description		Year One	Year Two	Year Three	Year 4	Year 5
Course and Program Management		27,520	29,171	32,088	35,297	66,360
Digital Catalog		23,443	25,084	27,844	31,185	58940
Web Services/API Integration - Colleague		839	889	942	999	1853
Single Sign On (SSO)		413	437	463	491	912
		-	-	-	-	-
Training – Online *			-	-	-	-
Training – Onsite *		Per Executed Change order	-	-	-	-
Total		52,215	55,582	61,338	67,972	128,065

*Year 5 – Prorated to align with Fiscal Year end: 6/30/2031

Implementation - One Time Fees		Year one	Year two	Year Three	Year Four	Year Five
Course and Program Management		22,688	-	-	-	-
Digital Catalog		19,851				
Web Services/API Integration - Colleague		8,750				
Single Sign On (SSO)		1,050				
		-				
Total Implementation - One Time Fees		52,339	-	-	-	-
Total - Annual + One Time / 5 yr pricing		104,554	55,582	61,338	67,972	128,065

SaaS License and Support Fees Due on Execution:

- Year One - SaaS license fees as listed above \$ 52,215
- Year One - Implementation Fees as listed above \$ 52,399

Total Due on Contract Execution (Year 1):

\$ 104,554

- Years 2 – 5 SaaS License Fees are due as shown above

Training

- * Online Training is provided at no additional cost - Includes up to 4 hrs "Train-the-Trainer" with targeted Faculty, Approval and Administrator sessions.
- * Onsite Training is provided for additional fees to be determined through a fully approved Change order and SOW.

Other Special Instructions

Neither party shall not discriminate on the basis of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, an unfavorable discharge from military service, or any other factor as prohibited by law. Each party certifies that it is an equal opportunity employer and maintains a sexual harassment policy and Drug Free Workplace as required by applicable law, rule or regulation.

Additional META Modules may be incorporated into this Agreement through a fully executed Change Order (Statement of Work). Any associated costs shall be agreed upon in writing prior to incorporation.

Available Modules

Syllabus Generator
Course Assessment
Program Review
* Policy Creator (included w/the addition of catalog or syllabus)
Other: Per executed change order - SOW

Other Project Information

Description:	META Curriculum Management w/ Catalog, Colleague Integration API and Single Sign-on (SSO)	Start Date:	11.1.2025
- currlQūnet META SaaS (Software as a Service) Monthly Pricing unless otherwise agreed - META Curriculum Management - Bi-monthly META System updates - SaaS Support, Hosting, Subscription - Disaster Recovery - Business Continuity			

This SOW has been executed on behalf of the parties by their duly authorized representatives, in their official capacities only.

CurrlQūnet Solutions, LLC dba, Acadea

Triton College

Signature

Nancy Howard

Printed Name

VP, Product Delivery and Services

Title

Date

Signature

Mark R. Stephens

Printed Name

Board Chairman

Title

Date

Spring 2026-Triton College Credit Schedule

The following firms have been invited to submit bids for printing the Spring 2026-Triton College Credit Schedule. An advertisement for bid was placed in the Chicago Tribune - West Cook County Zone. Thirty-two (32) companies were directly solicited. Immediately after the closing hour for receiving bids, which was at 1:00 p.m. local time, Thursday, September 18, 2025, the bids were publicly opened and read aloud in room A-300 by Danielle Stephens, Purchasing Manager and witnessed by Belen Hernandez, Purchasing Assistant.

COMPANY

NET COST

Indiana Printing & Publishing Co
775 Indian Springs Rd
Indiana, PA 15701

\$24,812.00

It is recommended that the Board of Trustees accept the proposal submitted by Indiana Printing & Publishing Co in accordance with their low specified bid. This item was competitively bid according to state statutes.

Recommendation along with tabulation is attached.

APPROVED:



Sean O'Brien Sullivan
Vice President – Business Services

A/C Number	01-80300520-540200005
A/C Name	Marketing-Printing
Budget	\$ 293,000.00
Prev. Expend	148,380.90
Schedule	24,812.00
Balance	119,807.10

MEMORANDUM

To: Sean Sullivan
From: Sam Tolia 
Date: 09/19/25
Re: Bid Results

Five printers submitted a bid for the printing of the Spring 2026 Triton College Credit Schedule. These bids are based on printing 145,000 copies at 32 pages plus cover. The cover prints four-color on 80# Gloss Enamel Text and the body prints four color on 30# Newsprint. Also included in the bid is an electronic proof (PDF), saddle stitching, storage and simplified mailing.

The bid is as follows:

PA Hutchison Company	\$66,355
K. K. Stevens Publishing	\$30,888.39
Breese Publishing Company	\$29,886.46
Woodward Printing	\$26,168.57
Indiana Printing and Publishing Company	\$24,812

Accepting the bid from Indiana Printing and Publishing Company is recommended.

SPECIFICATIONS

Name

Spring 2026 Triton College Credit Schedule

Pages

Please provide quote for 32 pages plus cover;
quote cost of plus or minus four-page signatures.

Quantity

145,000; give price for additional M's.

Size

Tabloid format; 8.25" x 10.75"

Ink

Cover: Four color process. Body: Four color process.

Paper

Cover: 80# gloss enamel text Body: Good quality 30# newsprint
Note: Clearly indicate whether or not cost of paper is included in base price of bid.

Bleeds

Cover bleeds four sides. Body does not bleed. (Finished trim size is 8.25" x 10.75.")

Bindery

Saddle stitch.

To Press

Files provided via email approximately Oct. 28, 2025.

Proofs

A PDF of the complete job is to be submitted to Triton College for approval before printing.

First Delivery

1,000 schedules are to be delivered approximately Dec. 2, 2025, in easy-to-handle bundles not to exceed 40 lbs. in weight to: Triton College Warehouse, 2000 Fifth Ave., River Grove, IL 60171

Second Delivery

144,000 copies to be prepared for simplified mailing and delivered approximately Dec. 2, 2025, to the Palatine Post Office Facility, 1300 E. Northwest Highway, Palatine, IL 60095-9997.

SCHEDULES PREPARED FOR MAILING SHOULD WEIGH NO MORE THAN 1,500 POUNDS PER PALLET. THE POST OFFICE WILL NOT ACCEPT ANY SKIDS WEIGHING MORE THAN THIS. IF THE POST OFFICE REJECTS SKIDS DUE TO OVERLOADING, IT IS THE PRINTER'S RESPONSIBILITY TO CORRECT THE SITUATION.

IT IS ALSO EXTREMELY IMPORTANT THAT THE WEIGHT OF THE EMPTY PALLET BE WRITTEN ON THE SIDE OF THE PALLET AS WELL AS ON THE PS FORM 3602.

Quote cost per thousand for simplified mailing.

Printer MUST provide Triton College with a CASS-certified Mailing List or subscription that is valid within 90 days before the mailing date. (Please submit with your final bid.)

The mailing is prepared by the printer in accordance with the Domestic Mail Manual Eligibility Standards (343.6.0)

Printer should also reference DMM (345.6.0 up to and including 345.6.10.6) to be assured all Postal Regulations are met. (Triton College CANNOT make any exceptions to these requirements.)

Printer should furnish to Eric Steier at Triton College, Room N-100, a completed, signed receipt of all SCHEDULES DELIVERED, INCLUDING THOSE SENT TO THE POST OFFICE.

In the event that you have any questions regarding the mail preparation, you can contact Tim Bagby at timbagby@triton.edu or (708) 456-0300, Ext. 3475.

It will be assumed by Triton College that all bids meet the above specifications unless otherwise specifically stated in proposal.

If additional information or clarification is needed, please phone Sam Tolia at (708) 456-0300, Ext. 3172.

Spring 2026 - Triton College Credit Schedule

Thursday, September 18, 2025 at 1:00 pm

Vendor Name:	P.A. Hutchison	Breese Publishing	Woodward Printing	Indiana Printing	K.K. Stevens
145,000 copies, 32 pages plus cover	\$ 63,654.00	\$ 27,861.46	\$ 23,868.57	\$ 24,812.00	\$ 30,888.39
Additional signatures + 4	n/a	No Bid	\$ 3,152.19	\$ 814.00	\$ 7,327.73
+ 8	n/a	\$ 33,131.01	\$ 3,968.71	\$ 1,530.00	\$ 3,661.50
+ 16	\$ 5,676.00	\$ 33,019.60	\$ 5,549.58	\$ 2,962.00	\$ 5,355.42
Less signatures - 4	n/a	No Bid	\$ 876.51	\$ 716.00	\$ (817.04)
- 8	n/a	\$ 22,967.29	\$ 1,680.87	\$ 1,432.00	\$ (2,356.20)
- 16	\$ (6,438.00)	\$ 20,610.71	\$ 3,671.65	\$ 2,956.00	\$ (5,417.63)
Additional M's	\$ 421.00	\$ 174.00	\$ 182.75	\$ 160.85	\$ 174.90
Ink : Cover: 4 color (process). Body: 4 color(process)	Included	Included	Included	Included	Included
Paper: Cover: 80# Gloss Enamel Text	Included	Included	Included	Included	Included
Body: 30# Newsprint	Included	Included	Included	Included	Included
Bindery	Included	Included	Included	Included	Included
Copy	Included	Included	Included	Included	Included
Proofs	Included	Included	Included	Included	Included
Delivery	\$ 2,701.00	\$ 1,100.00	\$ 2,300.00	Included	Included
Simplified mailing	\$ -	\$ 925.00	Included	Included	Included
Total	\$ 66,355.00	\$ 29,886.46	\$ 26,168.57	\$ 24,812.00	\$ 3,088.39

Castle Printech
121 Industrial Drive
DeKalb, IL 60115

Reindl Printing, Inc.
1300 Johnson St
Merrill, WI 54452

Master Graphics, LLC
1100 S Main Street
Rochelle, IL 61068

Color Art
1325 N Warson Rd
St. Louis, MO 63132

American Speedy Printing Centers
9832 Franklin Ave
Franklin Park, IL 60131

Signature Offset
13801 E 33rd Pl, Unit F
Aurora, CO 80011

United Graphics LLC
1864 S Elmhurst Rd
Mt. Prospect, IL 60056

Midstates Inc
4820 Capital Ave NE
Aberdeen, SD 57401

North Shore Printers
535 S Sheridan Rd
Waukegan, IL 60085

Blue Island Newspaper Printing, Inc,
262 W 147th St
Harvey, IL 60426

Precise Printing Network
2190 Gladstone Ct Ste A
Glendale Heights, IL 60139

RR Donnelley
1536 Bourbon Parkway
Streamwood, IL 60107

Breese Publishing
P.O. Box 405
Breese, IL 62230

The Printing Works II Inc
7750 Archer Rd
Justice, IL 60458

John S Swift
999 Commerce Ct
Buffalo Grove, IL 60089

Woodward Printing Services
11 Means Drive
Platteville, WI 53818

Envision3
225 Madsen Dr
Bloomingdale, IL 60108

Viking Printing
613 E. Indian School Road
Phoenix, AZ 85012

Custom Bindery Services
120 W Laura Drive
Addison, IL 60101

Vouge Printers
820 S Northpoint Blvd
Waukegan, IL 60085

FLC Graphics Inc.
4600 N Olcott Ave
Harwood Heights, IL 60706

PA Hutchison Company
400 Pen Ave
Mayfield, PA 18433

Indiana Printing
775 Indian Springs Rd
Indiana, PA 15701

K.K Stevens Publishing Co.
100 N Pearl St
Astoria, IL 61501

Data Reproduction Corporation
4545 Glenmeade Lane
Auburn Hills, MI 48326

Topweb
5450 N Northwest Highway
Chicago, IL 60630

EP Graphics
169 Jefferson St
Berne, IN 46711

Consolidated Printing Company, Inc.
2070 Carboy Rd
Mt. Prospect, IL 60056

Grace Printing & Mailing
3425 Cleveland St
Skokie, IL 60076

M & G Graphics
3500 W 38th St
Chicago, IL 60632

Doxim
600 Satellite Blvd NW
Suwanee, GA 30024

Precise Printing Network, Inc.
219 Gladstone Ct
Suite A
Glendale Heights, IL 60139

Snow Removal Services 2025 / 2026

4 firms submitted bids for Snow Removal Services 2025 / 2026. An advertisement for bid was placed in the Chicago Tribune - West Cook County Zone. Immediately after the closing hour for receiving bids, which was at 1:00 p.m. local time, Wednesday, September 24, 2025, the bids were publicly opened and read aloud in room A-300 by John Lambrecht, Operations & Maintenance and Danielle Stephens, Purchasing, and witnessed by James Pechacek and Steve Mazurek, Maintenance, and representatives from Ryco Landscaping, Inc., Snow & Ice Solutions, and Paul Bunyon & Sons.

It is recommended that the Board of Trustees accept the proposal submitted by Ryco Landscaping, Inc., in accordance with their low specified bid. This item was competitively bid according to state statutes.

COMPANY
Ryco Landscaping, Inc
8595 Pyott Rd., Suite C
Lake in the Hills, IL 60156

NET COST
\$125,000.00

APPROVED:



Sean O'Brien Sullivan
Vice President – Business Services

A/C Number	02-70300510-530400015
A/C Name	Ground Maintenance
FY26 Budget	\$ 455,000.00
Prev. Expend.	\$ 43,865.18
Schedule	\$ 125,000.00
Balance	\$ 286,134.82

Memorandum

September 24, 2025

To: Sean Sullivan
V.P. Business Services

From: John Lambrecht
Associate Vice President, Facilities



RE: Snow Removal Services – 2025 / 2026



Operations & Maintenance

Triton College received 4 bids from vendors for Snow Removal Services 2025 / 2026.

The lowest, qualified bidder was Ryco Landscaping, Inc., in the Amortized Bid amount of \$56,200.00.

The Amortized Bid Amount is based on estimated 2025 T & M hours of snow clearing. Additional amount is reflected on Purchasing Schedule to account for additional snow occurrences that may occur in the 2025 / 2026 season.

I have carefully reviewed all bids and recommend that the bid should be awarded to Ryco Landscaping, Inc., in the amount of \$125,000.00.

Thanks, and please feel free to call with any questions.

John

2025 Snow Removal Bid Tabulation

	Ryco	Khione	Paul Bunyon	Snow & Ice Solutions
Cost per Hour for Equipement with Driver of list below:	Cost Per Hour	Cost Per Hour	Cost Per Hour	Cost Per Hour
Plow Truck with 8' Blade	\$135.00	\$140.00	\$135.00	
Plow Truck with 10' Blade	\$145.00	\$150.00	\$140.00	\$150.00
Skidster with Plow/Box	\$195.00	\$150.00	\$175.00	\$185.00
Loader with 3 yard bucket	\$285.00	\$205.00	\$280.00	\$290.00
Loader with Box Blade	\$360.00	\$225.00	\$280.00	\$290.00
Semi Dump Truck	\$165.00	\$145.00	\$240.00	\$250.00
Salt Truck - (Owners Salt)	\$225.00	\$225.00	\$140.00	\$150.00
Annual 1 Time Equipment Use / Delivery Cost if applicable	\$2,200.00	\$23,000.00	\$20,000.00	\$50,000.00

2025 Snow Season Estimated at 150 total hours	\$54,000.00	\$33,750.00	\$42,000.00	\$43,500.00
150	\$56,200.00	\$56,750.00	\$62,000.00	\$93,500.00

2024 Snow Season was 59 total hours
2023 Snow Season was 80 total hours
2022 Snow Season was 80 total hours