KOOTENAI HEALTH
AND
CENTRAL WASHINGTON UNIVERSITY
AFFILIATION AGREEMENT
FOR EDUCATIONAL EXPERIENCES PROVIDED TO PARAMEDIC STUDENTS

This Agreement is made and entered into this 1st day of February, 2014, by and between Kootenai Health (hereafter “Kootenai”) and Central Washington University (hereafter “the Program”) to set forth the terms and conditions under which Kootenai and the Program will jointly undertake an educational experience for students of the Program (hereafter “student”) offered at Kootenai. In consideration of the mutual agreements as set forth below, the Program and Kootenai agree that:

GENERAL PROVISIONS

Student status: Program students participating in experiences at Kootenai will have the status of learners and remain students engaged in educational experiences as part of the Program’s curriculum. and will in no sense be considered employees, agents, or representatives of either party for any purpose, including but not limited to liability and Worker’s Compensation on account of any of the student’s performing, receiving training, or traveling pursuant to this Agreement. Students will not be entitled to any monetary or other remuneration for services performed by them at Kootenai.

Nondiscrimination: The parties agree that they shall not unlawfully discriminate against any person because of race, religion, color, sex, age, marital status, or the presence of any sensory, mental or physical handicap. The parties further agree to comply with all applicable federal, state or local laws pertaining to discrimination.

PROGRAM RESPONSIBILITIES

Faculty Representative: The Program shall designate an employee or agent to represent the Program in coordinating the student experience and communicating with Kootenai. The Program will notify Kootenai of the name, title, and contact information for the representative.

Administration of the Experience: In collaboration with Kootenai, the Program shall design and deliver in advance, the desired content, objectives, student schedule(s), and outcomes associated with the experience, along with any documentation that would objectively validate the experience with regard to identified learning objectives.

Eligible students: The Program will select and adequately prepare students for participation in the experience at Kootenai and will notify Kootenai in writing of any change in a student’s status. Kootenai reserves the right to exercise its discretion to approve or deny any proposed student placement request.
**Faculty Liaison:** At all times during the student experience, the Program will provide faculty to liaise for each student experience at Kootenai. Faculty is encouraged to be on site during the experience. If the nature of a particular experience involves students working directly under the supervision of Kootenai staff (i.e. preceptors), then the Program will provide Kootenai with immediate contact information for faculty liaison.

**Policies:** The Program shall provide, upon request of Kootenai, a statement of its policies on illness and injury, time loss for special events, attendance requirements, and any other policy applicable to student performance during the experience.

**Evaluation:** The Program will provide to Kootenai all necessary documentation for the evaluation of identified learning outcomes for the experience.

**Additional Required Documentation:** Prior to the arrival of students, the Program shall secure documentation pertaining to the following:

- **Immunizations:** MMR and PPD testing. Also, all students will have been screened for tuberculosis within 12 months before starting a Kootenai experience. A history of previous positive tuberculin skin tests in a prospective student requires documentation from a Licensed Independent Practitioner confirming an absence of active disease (usually by physical exam and/or negative chest X-ray).
- **Current Idaho licensure/certification** (if required for program).
- **Criminal background check** that searches back at least 7 years into a student’s past.
- **Idaho Health and Welfare fingerprinting** for all students who undertake a clinical experience in Kootenai Behavioral Health.
- **A flu shot** if the educational experience occurs during the October-March flu season.

The Program will maintain files on their students as appropriate to document such tests, training, licenses and/or certifications. Kootenai reserves the right to request any and all documentation from the Program at any time before, during, or after a student experience. For students under the age of 18, the Program will secure parental consent for participation in the clinical experience.

**Criminal background notification:** The Program agrees to notify Kootenai if a student possesses a criminal background in advance of the clinical experience. Kootenai reserves the sole right to refuse or accept any student with an identified criminal background.

**Discipline:** The Program agrees to discipline students according to Program policy who willfully violate Kootenai rules, policies, procedures, or standards of professional conduct.

**Health Insurance:** The Program will encourage each student participating in an experience at Kootenai to acquire comprehensive health and accident insurance that will provide continuous coverage of the student during his or her participation in the experience. The Program will inform students that they are responsible for their own health needs, health care costs, and health insurance coverage.

**Adherence to Kootenai Policies:** The Program shall inform students they are required to adhere to Kootenai policies, procedures, and standards of professional conduct, including those concerning
confidentiality of patient health care information (HIPAA), and shall notify students of their obligation to do so under the terms of this Agreement.

**Identification:** The Program shall inform students they are required to wear appropriate attire and Kootenai approved identification pertaining to their experience.

**Documentation of Patient Care:** The Program will inform students that any and all care provided to patients at Kootenai by the Program students must be documented in the patient record according to Kootenai policy, procedure, and professional standards.

**Proprietary Information:** The Program will instruct students to treat information about Kootenai as proprietary and not disclose or use such information for any purpose without the express written permission of Kootenai.

**Withdrawals and/or Removal of Students:** The Program is responsible for withdrawal of a student from the experience if either party determines that any aspect of a student’s performance is inadequate, incompetent, inappropriate, unprofessional, or unethical. If a student’s performance at any time be determined by Kootenai to be unacceptable, Kootenai shall have the right to immediately correct the situation, which may include the removal of the Student from Kootenai facilities.

**Insurance:** The Program shall provide, upon the request of Kootenai, evidence of professional liability coverage by either a policy or verification of applicable self-insured retention for students.

**KOOTENAI RESPONSIBILITIES**

**Kootenai Representative:** Kootenai shall designate an employee or agent to represent Kootenai in communicating with the Program. Kootenai will notify the Program of the name, title, and contact information for the representative.

**Learning Experiences:** Kootenai will provide, within the limits of its facilities and staff, and consistent with its goals, an education experience for students of the Program.

**Preceptors and Supervisors:** If the nature of the student experience negates the need for the Program faculty to be onsite during the experience, Kootenai will designate specific personnel who will supervise and work with students to assure appropriate learning experiences.

**Evaluation of Experience:** Kootenai will submit and/or provide to the Program any evaluation documentation received from the Program relating to the learning objectives identified for the experience. In addition, Kootenai will willingly accept evaluations from the Program about the Kootenai experience and/or its preceptors. Kootenai will notify the Program of any significant situation or problem that may threaten the successful completion of the experience by the student.

**Documentation of Care:** Kootenai will provide training to the Program students so that any and all patient care rendered by student during the experience is documented in the patient record according to Kootenai policy, procedure, and professional standards. Kootenai will also provide training to the
Program faculty if needed to satisfy this provision. Kootenai will maintain ultimate responsibility for patient care.

Immediate Termination of Individual Students: Kootenai reserves the right to take immediate action to terminate the use of its facilities by any student where it deems it necessary to maintain its operation free of disruption and to ensure quality for patient care.

Resources: Kootenai will provide students with access to sources of information necessary for the experience consistent with Kootenai policies and procedures and commensurate with patients’ rights.

Supplies and Equipment: Kootenai will make available to students all basic supplies and equipment reasonably necessary to provide services as part of the experience.

Emergency Care: At any time while a student is participating in the experience, Kootenai will provide to such student, within the limits of its facilities and staff, necessary emergency health care or first aid for events occurring in its facilities until the student can be transferred to another appropriate care setting. Such emergency care will be provided to a student on a fee-for-service basis. Except as expressly set forth herein, Kootenai shall have no obligation to furnish medical care to any student.

Family Educational Rights and Privacy Act Confidentiality: Kootenai understands that any student evaluations or other records regarding students participating in the program may be “education records” under the Family Educational Rights and Privacy Act (FERPA). Kootenai agrees to maintain all such records confidential, and will not disclose any such records except to the Program without the prior written consent from the student except when permitted or required by law.

MISCELLANEOUS PROVISIONS

Term: This Agreement is effective beginning February 1st, 2014, and will automatically terminate on February 1st, 2017.

Termination: This Agreement may be terminated by either party prior to February 1st, 2017, upon ninety (90) days prior written notice. However, such termination shall not become effective for any student participating in a clinical experience on the termination date if such termination prevents the student from completing the necessary requirements of the clinical experience.

Indemnification: Each party to this Agreement will be responsible for the negligent acts or omissions of its own employees, volunteers, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other nor does either party assume any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement. The Program is covered by the State of Washington Self-Insurance Program and the Tort Claims act (Chapter 4.92 RCW). Claims against the Program and its employees, volunteers, officers, and agents in the performance of their duties under this Agreement will be paid from the tort claims liability account as provided in Chapter 4.92 RCW.
**Entire Agreement:** This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

**Amendment/Addenda:** This agreement may be amended and/or addended by mutual consent of both parties.

**Governing Law:** The parties’ rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto, will be governed by the laws of the State of Washington.

**Severability.** If any provision of this Agreement, or of any other agreement, document or writing pursuant to or in connection with this Agreement, shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts of provisions of said agreement.

**Waiver.** Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will therefore be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

**Representatives:** All notices, requests, or other communications required to be given or sent by either party will be in writing and will be mailed by first-class mail, facsimile, or email, addressed as follows:

**Program Representative:**
Kimberly Horner  
Contracts and Procurement  
Central Washington University  
400 East University Way  
Ellensburg, WA 98926-7480  
509-963-2871

**Kootenai Representative:**
Ashley English  
Student Services  
Kootenai Health  
2003 Kootenai Health Way  
Coeur d’Alene, Idaho 83814  
208-666-3193  
kmcstudentservices@kmc.org
Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile transmission.

**ADDENDA**

There are no addenda to this Agreement

**AUTHORIZING SIGNATURES**

Central Washington University

By: [Signature]

Connie Lambert

{Name}

2-9-14

{Title}

2-12-14

{Date}

Kootenai Health

By: [Signature]

Ashley English

{Title}

8-17-14

{Date}