EDUCATION AGREEMENT

This AGREEMENT is made this 8th day of April ____, 2002, by and between Central Washington University (School) located in Ellensburg, WA, and Swedish Medical Center (Agency) located in Seattle, WA.

In consideration of the mutual promises and covenants contained herein, the parties are agreed as follows:

1) **Purpose.** The purpose of this agreement is to establish a cooperative arrangement through which the Agency and the School can achieve their mutual goal of providing educational opportunities in a clinical setting to selected students interested in healthcare and related fields.

2) **Terms.** This Agreement shall begin on the date above and will continue thereafter from year to year. This Agreement will be reviewed no later than three years from its effective date, or earlier at the request of either party. School and Agency will jointly plan student placement, taking into account the needs of the School for learning objectives, maximum number of students for whom Agency can provide a desirable education experience, and the needs of other disciplines or schools requesting placements. This Agreement may be canceled at least ninety (90) days prior to the termination date. In the event of cancellation, it shall not become effective for students already enrolled and participation in the education program until they have completed their rotation.

3) **Responsibilities of the School.** The School hereby represents and covenants as follows:

   a) It will be solely responsible for the educational program and for the assignment of students according to the schedules approved in advance by the Agency.

   b) At its sole expense, it will provide faculty supervisors to be responsible for student instruction at the Agency.

   c) At its sole expense, it will provide all supplies and equipment, the primary purpose of which is the education of students at the Agency.

   d) It will provide and maintain the personnel records and reports necessary for conducting the student's clinical learning experience.

   e) It will appoint a faculty or professional staff member who will be the liaison representative to the Agency.
f) It will ensure that students and faculty assigned to the Agency adhere to
Agency's standards, policies, and regulations. The School will enforce these
standards, policies, and regulations through discipline where necessary.

g) For students who may have patient contact:
   i) The School is responsible for all OSHA/WSHA training, medical
      surveillance, immunizations, and record keeping required for Bloodborne
      Pathogens (including Hepatitis B Vaccine, and post-exposure follow-up) and
      Hazard Communication. Training is required prior to student participation in
      clinical activities at Agency. Documentation must be presented upon request.
   ii) The School will obtain evidence of current immunizations against diphtheria,
       tetanus, poliomyelitis, measles, mumps, rubella. (or a positive rubella titer),
       and of hepatitis B immunization status for these students who will be in
       contact with patient/clients. For each student born after 1956, School will
       maintain on file records of positive titer or of post-1967 immunization for
       rubella and rubellos. At the time of immunization, students with no history of
       exposure to chicken pox will be advised to get an immune titer. The School
       will require yearly PPD testing or follow-up as recommended if the students
       are PPD-positive or have had HCG. The School will provide information to
       Training Site regarding student status concerning the above requirements.
   iii) The School will implement the requirements of Criminal History Screen
       under Child/Adult Abuse Information ACT (RCW 43.43.830 – 43.43.845) at
       the beginning of each student's program.

4) Responsibilities of the Agency. The Agency hereby represents and covenants as
follows:
   a) It will make available its clinical facilities essential for the learning experience of
      assigned students.
   b) It will make available to students, basic supplies and equipment necessary for the
      care of patients/clients and will make available, within the limitations of the
      Agency, office and conference space for students and, if applicable, faculty of the
      School.
   c) It will retain full responsibility for the care of patients/clients and provide
      administrative and professional supervision of the students while providing care
      for patients/clients.
   d) It will orient students to the Agency's exposure control plan as required in WAC
      296-62-07001.

5) General Covenants. The parties further agree and covenant as follows:
   a) Neither party shall discriminate against any student participant or applicant for
      the program covered by this Agreement solely because of that person's race,
      color, sex, national origin, or handicap.
   b) The parties will mutually determine the number of students who will participate
      in this program at any one time, as well as the length of time that each student
      will spend in the Agency.
c) The students and faculty members assigned to the Agency shall at no time be considered to be agents or employees of the Agency by virtue of their educational affiliation with the Agency under this agreement.

d) Agency staff members participating in this program shall not, at any time or for any purpose, be considered faculty member, employees, or agents of the School.

e) The Agency shall provide interim emergency medical care and treatment to any student or faculty member engaged in the program who becomes ill or injured on the agency premises. This obligation terminates when the individual can be transferred to the care of a personal physician. Students and faculty members receiving care from the Agency will be responsible for the payment of routine medical charges, as stated in the Agency’s fee schedule.

f) By the terms of this Agreement, neither the Agency nor the School grants or delegates any of its power—either statutory, administrative, implied, or otherwise—to the other.

g) The Agency shall have no obligation to pay compensation or to furnish meals to students or faculty members of the School.

h) The Agency staff and faculty of the School shall cooperate in the planning and administration of a suitable program of instruction for the students involved in this program. The School will maintain proper records of each student’s progress and competency.

i) Either party shall have the right to request that the program of education and/or training include any additional features, which it may deem desirable. Both parties agree to give reasonable consideration to any such requests.

j) The School is not a partner or joint venturer with the Agency in connection with any activity carried on by the Agency, and the School shall have no obligation whatsoever with respect to the Agency’s debts or liabilities arising out of any such activities.

k) The Agency may require a student to leave Agency premises immediately if the student fails to abide by its standards. A conference between authorized representatives of the Agency and the School shall be held at their earliest convenience to reach a mutual agreement to terminate or allow continued participation of such student.

l) The administration of nursing service and patient care at the Agency shall be the responsibility of and under the control and supervision of the Agency and shall be administered through the Agency staff.

6) Liability Insurance. The School represents and warrants that all School faculty and students enrolled in the program established hereunder on Agency premises are protected against claims based upon their negligence while participating in the educational program established hereunder. During the term of this Agreement, the School shall maintain malpractice insurance coverage in limits of at least on million dollars ($1,000,000.00 per occurrence. As evidence of such coverage, the school
shall furnish to the Agency if requested, the Certificate of Insurance prior to
Commencing this Agreement, and annually thereafter.

a) The Agency shall maintain liability insurance coverage in at least the same
amounts as shall be carried by the School. As evidence of such coverage, the
Agency shall furnish to the School, if requested, the Certificate of Insurance
effective as of the execution hereof and annually thereafter upon policy renewals.

b) The School shall protect, defend, indemnify, and save harmless the Agency
and its officers, employees, students, and agents from any and all costs, claims,
judgements, or awards of damages arising out of or in any way resulting from the
negligent acts or omissions of the Agency, its officers, employees, or agents.

c) The Agency shall protect, defend, indemnify, and save harmless the School
and its officers, employees, students, and agents from any and all costs, claims,
judgements, or awards of damages arising out of or in any way resulting from the
negligent acts or omissions of the Agency, its officers, employees, or agents.

d) In the event that both the Agency and the School are determined to be negligent,
any damages allowed shall be levied in proportion to the percentage of
negligence attributable to each party.

7) Supervision of Students. As a general rule, no student shall be permitted to
participate in patient care unless a faculty member of the School is present to provide
supervision and direction. However, where arranged in advance by the School with
the Agency’s Director of Education Services, students may participate in patient care
in the absence of direct faculty supervision. In such cases, the students will be under
the direct supervision of Agency staff, but the School will remain solely responsible
for the education and evaluation of such students and a member of the School’s
faculty will be available to the Agency during the learning experience. In any event,
while participating in the care of assigned patients, each student shall be under the
overall supervision of the head of the Agency department to which such student is
assigned.

8) Health Insurance. It is understood and agreed that as a part of any student’s
enrollment in any of the educational programs of the School, such student must
provide the School with (i) evidence that such student is covered by a comprehensive
health and accident insurance plan which will provide continuous coverage as such
student during his or her participation or (ii) an acceptable written waiver signed by
the student and releasing the School and the Agency from all liability for any illness
or injury suffered by the student during such participation. Upon request, the School
will provide the Agency with evidence of such coverage.

9) Contract Administration. For the purpose of administering this Agreement, the
official representative of the School will be **Director, Exercise Science Program**
and the official representative of the Agency will be its Director of Education
Services.

10) Modification. This Agreement may be amended by mutual agreement expressed in
writing and signed by both parties.
11) **Notice**: Any notice required or desired to be given hereunder must be in writing and shall be effective when delivered in person or deposited in the U.S. Mail, registered and postage prepaid, and addressed as follows:

**Notice to the School**:
Attention: **DIRECTOR, EXERCISE SCIENCE PROGRAM**
DEPT. OF PE&LS
C.W.U.
400 E. 8th Ave.
ELLensburg, WA 98926-7572

**Notice to the Agency**:
Attention: Director, Education Services
Swedish Medical Center
747 Broadway
Seattle, WA 98122

Address to which notice may be given can be changed by notice given in accordance with this section:

12) In the event of a dispute over the meaning or performance of this agreement, the parties agree to submit it to binding arbitration in which the prevailing party shall recover its reasonable attorney’s fees and costs. If the parties are unable to agree upon a single arbitrator, each party shall select an arbitrator, the two selections shall in turn choose a third arbitrator, and a majority of said panel of arbitrators shall adjudicate the dispute.

13) **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. Exclusive venue shall be Seattle, King County, State of Washington.

14) This six-page contract constitutes the entire agreement between the parties and supersedes all prior or contemporaneous agreements, representations or warranties.
IN WITNESS WHEREOF, the parties hereto have executed the Agreement as of the day and year written above.

AGENCY: Swedish Health Services

By: Pamela P. Burnell RNC
(Printed Name of Cardiac Rehabilitation Manager)

(Signature of Cardiac Rehabilitation Manager)

SCHOOL: CENTRAL WASHINGTON UNIVERSITY

(School Name)

By: DR. VINCENT NETHERY
(Printed Name of Internship Supervisor)

(Signature of Internship Supervisor)
EXHIBIT A

AMENDMENT TO SWEDISH MEDICAL CENTER
EDUCATION AGREEMENT
WITH
CENTRAL WASHINGTON UNIVERSITY

6) The School is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against the School and its employees, officers, and agents in the performance of their duties and this Agreement will be paid from the Tort Claims Liability Account as provided in Chapter 4.92 RCW.