

## CLINICAL EDUCATION AGREEMENT

This Clinical Education Agreement ("Agreement") is entered into this 31<sup>st</sup> day of July, 2018 (the "Effective Date"), between PROVIDENCE HEALTH & SERVICES – WASHINGTON, d/b/a **PROVIDENCE HEALTH CARE, PROVIDENCE SACRED HEART MEDICAL CENTER & CHILDREN'S HOSPITAL, PROVIDENCE HOLY FAMILY HOSPITAL AND PROVIDENCE MEDICAL GROUP** ("Hospital and Clinic") and, CENTRAL WASHINGTON UNIVERSITY, EMS PARAMEDICINE PROGRAM ("School").

Hospital and Clinic owns and operates licensed facilities in Spokane, Washington, that offers a full range of Hospital and Clinic services. Hospital and Clinic is willing to provide clinical education experience to students of School in accordance with the terms of this Agreement. School desires to use the Hospital and Clinic as an opportunity for its students to obtain clinical learning experience as required by their curriculum.

The consideration for this Agreement is the mutual promises contained in this Agreement and the mutual benefits expected from entering into this Agreement.

### **1. RESPONSIBILITIES OF THE HOSPITAL AND CLINIC.**

**1.1. Clinical Instruction.** Hospital and Clinic shall provide suitable clinical experience for students as prescribed by the School's curriculum and in accordance with any written objectives provided by School to Hospital and Clinic. Services will be provided in compliance with the directions of the Hospital and Clinic, Hospital and Clinic manuals, policies and procedures, the standards and recommendations of The Joint Commission, the applicable standards of relevant professional societies, and applicable local state and federal regulations. No clinical education shall be offered by Hospital and Clinic with respect to procedures that are contrary to the Providence Health & Services Mission and Core Values and the Roman Catholic moral tradition as articulated in such documents as The Ethical and Religious Directives for Catholic Health Care Services. Hospital and Clinic retains full responsibility for the care of its patients. Students will be assigned to Hospital and Clinic upon the mutual agreement of Hospital and Clinic and School.

Hospital and Clinic understands that students assigned to Hospital and Clinic will be, and will remain students of School and will in no sense be considered employees of Hospital and Clinic. Hospital and Clinic, does not, and will not, assume any liability for students under any law relating to Worker's Compensation on account of any School's student performing, receiving training or traveling pursuant to this Agreement. Students will receive no monetary compensation under terms of this Agreement.

**1.2. Hospital and Clinic Personnel.** Hospital and Clinic will designate appropriate personnel to coordinate the student's clinical learning experience. This will involve planning between responsible School faculty and designated Hospital and Clinic personnel for the assignment of students to specific clinical experiences at Hospital and Clinic which include, but are not limited to, the following:

**1.2.1** Beginning dates and length of experience (to be agreed upon at least one month before the beginning of each student's clinical experience);

- 1.2.2 Number of students eligible to participate;
- 1.2.3 Specific days, hours, and locations for each student's experience;
- 1.2.4 Specific learning objectives and performance expectations for each student, if applicable;
- 1.2.5 Specific allocation of responsibilities of School liaison and Hospital and Clinic contact person, and others, if any; and
- 1.2.6 Student evaluation expectations.

1.3. **Inspection.** Hospital and Clinic will permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of the School.

1.4. **Exclusion of Students.** Hospital and Clinic reserves the right to terminate the continuation of any student who is not complying with applicable Hospital and Clinic policies, procedures or directions from Hospital and Clinic personnel or physicians involved in the clinical education program or who is deemed by Hospital and Clinic not to have adequate qualifications or ability to continue in the program, or the health of the student does not warrant a continuation at Hospital and Clinic, or whose conduct interferes with the proper operation of Hospital and Clinic.

1.5. **Emergency Care.** Hospital and Clinic shall provide necessary emergency care or first aid required by an accident occurring at Hospital and Clinic for students participating under the terms of this Agreement, and, except as herein provided, Hospital and Clinic shall have no obligation to furnish medical or surgical care to any student. The student bears responsibility for the cost of such care as well as any follow-up care. In the event a student sustains a needle-stick injury or other substantial exposure to bodily fluids of another or other potentially infectious material during clinical experience, Hospital and Clinic will provide emergency medical care following the injury and initiation of HBV, Hepatitis C and HIV protocols in accordance to Hospital and Clinic policies and procedures. Hospital and Clinic does not accept liability for any illness or injury subsequent to such accidental exposure which was not the result of the actions or inactions of Hospital and Clinic or its agents and any long-term follow-up is the responsibility of the student.

1.6. **Regulations.** Hospital and Clinic will provide the student with access to the written regulations that will govern the student's activities while at Hospital and Clinic. Hospital and Clinic shall also provide the student with policies relating to the Deficit Reduction Act, including Facility's Fraud and Abuse Prevention and Detection Policies. Hospital and Clinic will inform appropriate personnel about the role of students and provide identification or security clearances, where appropriate

1.7. **Resources.** Hospital and Clinic will make available to students and other School instructors the following (1) access to sources of information necessary for orientation and education within Hospital and Clinic's policies and procedures commensurate with patients' rights; (2) basic supplies and equipment necessary for care of patients; and (3) orientation materials.

1.8. **Records and Reports.** Hospital and Clinic will provide School with feedback on student performance as requested by School.

1.9. **Attire.** Hospital and Clinic will require students to wear appropriate attire and nametags, and to conform to Hospital and Clinic dress code.

## 2. **RESPONSIBILITIES OF THE SCHOOL.**

2.1. **Publications.** The School will prohibit the publication by the students any material relative to their clinical learning experience that has not been approved for release for publication by both Hospital and Clinic and the School.

2.2. **Clinical Experiences.** School will designate an appropriately qualified faculty member to coordinate and act as liaison with Hospital and Clinic. School will notify Hospital and Clinic of any change or proposed change of liaison.

2.3. **Student Compliance.** School will inform students that they are required to abide by the policies of Hospital and Clinic while using Hospital and Clinic facilities, including policies related to confidentiality of patient information. School shall immediately report any non-compliance in accordance with Hospital and Clinic procedures. School will inform students that they are not allowed to copy or remove confidential information from Hospital and Clinic premises. Students will be expected to conduct themselves in a professional manner; their attire as well as their appearance will conform to the accepted standards of Hospital and Clinic. School will assure that students are educated regarding universal precautions, blood-borne pathogens, and other appropriate OSHA standards prior to coming to Hospital and Clinic.

2.4. **Student Qualifications.** School will assign to Hospital and Clinic only those students who have satisfactorily completed the prerequisite didactic portion of the School's curriculum and who have evidence of completion of a CPR/BLS course based on American Heart Association or American Red Cross guidelines and related to the age group(s) with whom they will be working and first aid certification.

2.5. **Student Health.** School will obtain evidence of current immunizations against - hepatitis B, diphtheria, Poliomyelitis, measles (rubella), mumps, rubella and tetanus, and will demonstrate either a negative skin test or chest x-ray for Tuberculosis before beginning the clinical education program. School will have on file, records of positive titer or of immunization administered after 1967 for Rubella and Rubeola for each student born after 1956. School will encourage each student participating in the clinical education program to acquire comprehensive health and accident insurance that will provide continuous coverage of such student during his/her participation in the education program. School will inform students that they are responsible for their own health needs, health care costs and health insurance coverage.

2.6. **HIPAA.** School shall direct its students to comply with the policy and procedures of the Hospital and Clinic, including those governing the use and disclosure of individually identifiable health information under state and federal law, specifically 45 CFR parts 160 and 164. Solely for the purposes of defining the students' role in relation to the use and disclosure of Hospital and Clinic's protected health information, as that term is defined in 45 CFR parts 160 and 164, the students are defined as members of the Hospital and Clinic's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the students are not, and shall not be considered to be, employees or volunteers of the Hospital and Clinic, nor are students agents of the Hospital and Clinic by virtue of this provision.

**2.7. Scheduling.** The days and hours of clinical experience are to be planned by the faculty of School in consultation with designated Hospital and Clinic representative.

**2.8. Pre-Placement Checks.**

**2.8.1.** School shall ask each student who may be placed at Hospital and Clinic to obtain his/her criminal history background record from the Washington State Patrol, pursuant to RCW 43.43.834 and RCW 43.43.838, to release a copy of that record to the School, and to authorize the School to transmit that record or copy thereof to Hospital and Clinic. Before the start of training, School will provide Hospital and Clinic with the names of any students who have failed to provide the requested records, or who refuse to authorize the release of records to Hospital and Clinic. The students will be informed that, whether or not they agree to obtain the record and agree to release it to School and Hospital and Clinic, Hospital and Clinic may refuse placement of a student who does not provide the requested records or who has a record of prior criminal conduct.

**2.8.2.** School shall perform excluded provider search on the Office of Inspector General List of Excluded Individuals/Entities (<https://exclusions.oig.hhs.gov/Verification.aspx>) and the System for Award Management (SAM) site (<http://www.sam.gov>) for any students providing treatment, care or services at Facility. Evidence that each student is not on the above mentioned excluded provider list is a condition precedent to clinical education program placement.

**3. LIABILITY INSURANCE COVERAGE.**

**3.1.** School, an agency of the State of Washington, warrants that it is self-insured against liability claims in accordance with the risk management and tort claims statutes, including chapter 4.92 RCW and RCW 43.19.760 et seq. The tort claims procedure, RCW 4.92.100 et seq., provides the fundamental remedy for all tort liability claims against the University and its officers, employees, and agents acting as such, and all such claims must be filed and processed as provided therein. School will make professional (Medical Malpractice) liability insurance available for purchase by students. The limits on the policy shall be, at minimum, \$1,000,000 per occurrence. School will provide those students who purchase insurance through it with proof of insurance. Students also may acquire professional (Medical Malpractice) liability insurance through another source. School shall inform all students whom it plans to place at Hospital and Clinic that: Hospital and Clinic will accept placement of only those students who are insured against liability for actions or inactions occurring in the clinic setting. School will ensure that all students placed at Hospital and Clinic are covered by liability insurance. The limits on the liability policy shall be, at minimum, \$1,000,000 per occurrence.

**3.2.** Each party to this Agreement shall be responsible for claims and damages to persons or property resulting from acts or omissions on the part of itself, its employees, agents or officers and to indemnify the other party against any and all losses therefore. Neither party will be considered the agent of the other nor does either party assume any responsibility to the other party for consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

**4. TERM AND TERMINATION.** This Agreement will be in effect beginning July 31, 2018 and terminate on July 31, 2021. Either party may terminate this Agreement at any time by giving 30

days written notice of termination to the other party. If Hospital and Clinic terminates this Agreement by giving such notice to School, students currently participating in the Clinical Education Program at Hospital and Clinic will be allowed to complete the program.

5. **NONDISCRIMINATION.** Hospital and Clinic and the School agree that neither will discriminate in the performance of this Agreement against any individual on the basis of age, sex, race, color, religious belief, national origin or physical handicap.

6. **NON-ASSIGNABILITY.** Neither party may assign the rights or the duties of this Agreement without the prior written approval of the other party.

7. **NOTICES.** When required by the terms of this Agreement, the parties shall give notice by personal delivery or by Certified Mail, return receipt requested, postage prepaid, and addressed as indicated below:

To Hospital and Clinic: Providence Health Care  
PO Box 2555  
Spokane, WA 99220-2555  
ATTENTION: Regional Director,  
Continuing Professional Development

To School: Central Washington University  
Contracts & Procurement, MS 7480  
400 E University Way  
Ellensburg, WA 98926-7480

HOSPITAL AND CLINIC:

SCHOOL:

PROVIDENCE HEALTH & SERVICES -  
WASHINGTON, d/b/a PROVIDENCE  
HEALTH CARE\ PROVIDENCE SACRED  
HEART MEDICAL CENTER &  
CHILDREN'S HOSPITAL\  
PROVIDENCE HOLY FAMILY  
HOSPITAL\  
PROVIDENCE MEDICAL GROUP

CENTRAL WASHINGTON UNIVERSITY

8/7/18 LAA

By: Cynthia E. Fitzgerald  
Cynthia E. Fitzgerald, PhD, RN  
Title: Regional Director, Continuing  
Professional Development  
Date: \_\_\_\_\_

By: Paul Ballard  
[print name: Paul Ballard]  
Title: Dean, CEPS  
Date: 8.8.18