

## CLINICAL EDUCATION AGREEMENT

This Clinical Education Agreement ("Agreement") is entered into this 7<sup>th</sup> day of May, 2018 (the "Effective Date"), between Providence Health & Services – Montana, a Montana not-for-profit corporation doing business as St. Patrick Hospital ("Hospital") and Central Washington University ("School").

Hospital owns and operates a licensed facility in Missoula, Montana, that offers a full range of hospital services. Hospital 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 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

1.1. Clinical Instruction. Hospital 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. Services will be provided in compliance with the directions of the Hospital, Hospital 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 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. Students will be assigned to Hospital upon the mutual agreement of Hospital and School. Hospital will inform appropriate personnel about the role of students and provide identification or security clearances, where appropriate. Hospital retains full responsibility for the care of its patients. Students will receive no monetary compensation under terms of this Agreement, and are not deemed an employee under Worker's Compensation statutes.

The Hospital will accept Clinical Physiology students for a clinical experience in a supervised program.

1.2. Hospital Personnel. Hospital will designate appropriate personnel to coordinate the student's clinical learning experience. This will involve planning between responsible School faculty and designated Hospital personnel for the assignment of students to specific clinical cases and experiences, including selected conferences, clinics, courses and programs conducted under the instruction of the Hospital. Hospital will designate and submit in writing to the School the name and professional and academic credentials of a person to be responsible for the clinical education program. That person will be known as the clinical coordinator for clinical education (CCCE).

1.3. Inspection. Hospital 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 reserves the right to terminate the continuation of any student who is not complying with applicable Hospital policies, procedures or directions from Hospital personnel or physicians involved in the clinical education program or who is deemed by Hospital 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, or whose conduct interferes with the proper operation of Hospital.

1.5. **Emergency Care.** Hospital shall provide necessary emergency care or first aid required by an accident occurring at Hospital for students participating under the terms of this Agreement, and, except as herein provided, Hospital 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.

1.6. **Regulations.** Hospital will provide the student with access to the written regulations that will govern the student's activities while at Hospital.

1.7. **Records and Reports.** Hospital will maintain records and reports on each student's performance as specified by each program and provide an evaluation to the School on forms provided by the School.

## 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 the School.

2.2. **Clinical Experiences.** It shall be the responsibility of the academic coordinator of clinical education of the School, after consultation with Hospital, to help plan the clinical educational program for student clinical experiences.

2.3. **Program Description.** School will provide Hospital with an annual announcement or description of the program, curriculum and objectives to be achieved at Hospital.

2.4. **Student Compliance.** School will inform students of the requirement to abide by the policies of Hospital while using Hospital facilities, including policies related to confidentiality of patient information. School shall immediately report any errors of which it is aware in accordance with Hospital procedures. School will inform students to not copy or remove confidential information from Hospital 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. School will assure that students are educated regarding universal precautions, blood-borne pathogens, and other appropriate OSHA standards prior to coming to Hospital.

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

2.6. **Student Health.** School will assure that students have up-to-date immunizations for Hepatitis B, Diphtheria and Tetanus, and will demonstrate either a negative skin test or chest x-

**4. Indemnity.**

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, or its officers. Neither party assumes 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. Neither party to this Agreement shall be considered the agent of the other party.

**5. Term and Termination.**

**5.1. Term.** This Agreement will be in effect for two (2) years, beginning May 7, 2018 and ending May 6, 2020. This Agreement may be renewed for additional two (2) year terms upon the written agreement of both Hospital and School.

**5.2. Termination.** Either party may terminate this Agreement at any time by giving 30 days written notice of termination to the other party. If Hospital terminates this Agreement by giving such notice to School, students currently participating in the Clinical Education Program at Hospital will be allowed to complete the program.

**6. Nondiscrimination.**

Hospital 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.

**7. Non-assignability.**

Neither party may assign the rights or the duties of this Agreement without the prior written approval of the other party.

**8. 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: Kirk Bodlovic  
Regional Chief Financial Officer  
Providence Health & Services – Montana  
d/b/a St. Patrick Hospital  
500 West Broadway  
Missoula, MT 59802

To School: Central Washington University  
Contracts and Procurement Office  
400 East University Way  
Ellensburg, WA 98926-7480

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.

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

**2.8. Pre-Placement Checks.**

(a) School will ensure that the student has completed a criminal background check pursuant to applicable "Child and Adult Abuse Laws." School agrees to provide Hospital with a copy of the criminal background check results. School acknowledges that placement of each student at Hospital is contingent upon provision of the criminal background check results dated less than 90 days prior to the commencement of the clinical education program placement.

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

**3. Insurance.**

(a) The 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 School and its officers, employees, and agents acting as such, and all such claims must be filed and processed as provided therein.

(b) School will make professional (Medical Malpractice) liability insurance available for purchase by its 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 that: Hospital will accept placement of only those students who are insured against liability for actions or inactions occurring in the clinic setting, and students are required to provide Hospital with proof of insurance prior to placement. In addition, the limits on the liability policy shall be, at minimum, \$1,000,000 per occurrence, and should proof of insurance not meet Hospital approval and satisfaction, Hospital can refuse to accept any student for placement.

(c) Hospital shall maintain professional liability insurance coverage with a minimum of \$1,000,000 per occurrence. Through that coverage, Hospital provides liability coverage for its employees, officers, and agents in the performance of this Agreement, and further provides the means for defense and payment of claims that may arise against such individuals.

HOSPITAL:  
Providence Health & Services – Montana  
d/b/a St. Patrick Hospital

SCHOOL:  
Central Washington University

By: *Kirk Bodlovic*  
Name: Kirk Bodlovic  
Title: Regional Chief Financial Officer  
Date: *5-9-18*

*Om 5-5-18*  
By: *Paul Ballard*  
Name: Paul Ballard  
Title: Dean, College of Education and  
Professional Studies  
Date: