

**LOURDES HEALTH NETWORK
CLINICAL EDUCATION AGREEMENT**

This Agreement is by and between Our Lady of Lourdes at Pasco, dba Lourdes Health Network, (hereinafter referred to as LHN), whose main address is 520 N. Fourth Street, Pasco, WA 99301, and Central Washington University, (hereinafter referred to as the School) whose address is 400 East University Way, Ellensburg, WA 98926-7474

WHEREAS, the School has developed a curriculum in **to include but not limited to EMT/Paramedic, Dietetic, Psychology, Information Technology, Exercise Science, and Public Health** undergraduate and /or graduate, which requires that its students receive clinical educational experience in healthcare delivery as part of their professional preparation.

WHEREAS, LHN has an interest in, and resources for, providing clinical education in healthcare delivery consistent with the School's requirements.

WHEREAS, the parties recognize that LHN is a healthcare provider with a primary mission of quality care, treatment and comfort of patients, and that educational programs shall be carried out with this primary objective in mind.

WHEREAS, the parties desire that the School students use the facilities, equipment and personnel of Network for a clinical educational experience.

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

I. Nature of the Program

The training provided at LHN as part of the School's program will provide students with clinical contact with patients of LHN under Network supervision, on a ratio of one (1) student to one (1) supervisor. The School will provide supervision of students for clinical and non-clinical activities performed outside of Network facilities. The identification of the personnel supervising for LHN and School shall be decided upon at the beginning of the course by representatives of LHN and the School. Academic aspects of the program, including grading, examinations, academic record keeping, etc., shall be the responsibility of the School, as specified elsewhere in this Agreement.

II. Undertaking of LHN

- A. The parties understand and agree that LHN shall have complete control over the care of patients involved in this clinical education program. LHN has the sole right to determine which patients the students will work with, and this right includes the right to cancel any scheduled involvement with any particular patient.
- B. Participation by patients in the clinical education program shall be voluntary. Patients participating in the program shall be advised by LHN of the students status as students of the School rather than employees of LHN.
- C. Since the students have direct contact with LHN patients, in no case will the students direct the particular care to be given to the patients, and such contact by students with patients shall be under the supervision of LHN staff.

D. LHN personnel shall supervise students while in contact with patients, and the students and facility shall carry out the directions of such LHN staff. Network shall advise the School of any changes in its personnel, operation or policies, which may affect the clinical experience.

E. LHN agrees to provide such space and facilities necessary to carry out the clinical educational experience for the School's students.

F. LHN shall indicate the hours during which such facilities and equipment are available to students under this program.

G. Students and faculty shall be subject to Network policies and procedures, and applicable department rules and regulations, including, but not limited to, those relating to confidentiality of patient, Network, and Network records and information. LHN will make such applicable policies and procedures known to the students and faculty at the orientation session, or at the beginning of the course, as the case may be, and during the term of the course, as such policies and procedures change, or as others become applicable.

H. LHN and School agree on the attendance requirements of students and will require students to notify each department where they are scheduled if they will be absent from scheduled clinical sessions. LHN and the School shall establish dress code and student and faculty identification requirements. Each student will wear their school ID while in the clinical environment.

I. The staff parking policy of LHN applies to students.

J. LHN reserves the right to determine the unacceptability of a student to LHN, for failure to observe applicable policies, procedures, rules, regulations, or the instructions of directives of Network supervisors, or for other reasonable cause related to the need for maintaining an unacceptable standard of patient care and consistent with applicable laws. Upon such a determination of unacceptability, the student will be placed on immediate suspension from the clinical education experience. LHN will immediately notify the School of such action.

K. Network may perform a random audit of 10% of the students to insure compliance required by regulatory and accreditation agencies.

L. LHN shall have the right to terminate the use of its facilities for any student or faculty member where flagrant or repeated violations of LHN's rules, regulations, procedures or policies occur. Such action will not normally be taken until the grievance against any faculty member or student has been discussed with the appropriate representative of the School. LHN reserves the right to take immediate action, where necessary, to preserve safety and reputation, and to maintain its operations free from disruption.

M. Students are subject to drug testing, for cause, but will not be screened as a condition of, for clinical experience.

N. Network will submit required reports on each student's performance and will provide an evaluation to School on forms provided by School if appropriate.

O. Network shall be responsible for ensuring completion of the required documentation prior to students to being scheduled for clinical experience at the Site, including:

- ✓ Processing the Washington State Patrol Criminal History
- ✓ Criminal Disclosure Statement signed by the student
- ✓ Confidentiality Agreement signed by the student
- ✓ Documentation of required laboratory work
- ✓ Completion of independent study packet "Safety Education for Students"
- ✓ Current PPD Testing
- ✓ Documentation of immune/vaccination status for Hepatitis B, Measles, Mumps Rubella, Pertussis, and Varicella
- ✓ Student Participation Agreement
- ✓ Current CPR Card

III. Undertakings of the School

- A. The School shall, in advance, provide LHN with a statement of objectives for the clinical program and with a description of the type of clinical experience desired.
- B. The School shall provide LHN with advance listing of the names of students assigned to the clinical program.
- C. The School shall provide pre-clinical instruction to each student, in accordance with standards mutually agreeable to the School and LHN, and shall present for clinical experience at LHN only those students who have satisfactorily completed the pre-clinical instructional program, licensing, registration, or certification credentials where applicable.
- (1) Standards for clinical shall include, but not be limited to: current Basic Cardiac Life Support Healthcare provider status, and successful completion of pre-clinical courses provided by the School; approval of the program director for clinical education experience.
- D. The School shall maintain for two (2) years all educational records and reports relating to the educational program completed by individual students at LHN, and LHN shall have no responsibility respecting the same other than those agreed upon reports from clinical supervisors which are necessary to the School's monitoring of student progress. LHN shall refer all requests for information respecting such records to the School. The School agrees to comply with all applicable statutes, rules, regulations respecting the maintenance of and release of information from such reports.
- E. The School has the right to discipline students and to enforce the rules of the School during the clinical experience, insofar as such rules are not inconsistent with the policies and procedures of LHN, and so long as such discipline and enforcement does not interfere with patient care and comfort. The School shall have full responsibility for the conduct of any student disciplinary proceedings and shall conduct the same in accordance with all applicable statutes, rules, regulations, and case law.
- F. The School shall be responsible for providing facilities for non-clinical educational aspects of the program.
- G. School shall maintain records as required and applicable to post-exposure follow-up requirements for School.
- H. Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other, and 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.
- I. Network maintains professional liability coverage that 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. Network shall provide proof of such insurance to School upon request.
- J. Students participating in the clinical education program will be covered either under a student medical malpractice policy offered through School or acquired by the student through another source. The limits on the liability policy shall be, at minimum, \$1,000,000 per occurrence, \$3,000,000 in the aggregate. Certificates of such coverage purchased by the student will be provided to Network upon request. Should proof of insurance not meet with Network's approval and satisfaction, Network can refuse to accept any student for placement.
- K. It will be the sole responsibility of the student finding their own practicum to submit a letter or documentation from his or her school verifying that he/she is eligible for the practicum.

IV. Notice

Any "notice" and/or "notification" required to be given by either Network or School in connection with and/or under the terms of this Agreement shall be provided in writing and considered effective from the date of verified receipt. This verification can be accomplished by overnight express mail (e.g. Federal Express, Airborne Express) or certified/registered mail to the applicable party's address and contact information as specified below:

Lourdes Health Network
Janet Wright
Vice President Patient Care Services

PO Box 2568
Pasco, WA 99301

Central Washington University
Connie Lambert
Dean College of Education and Professional
Studies
400 East University Way
Ellensburg, WA 98926-7474

V. Status of the Students in LHN

The student assigned to this clinical program shall be considered students of the School and shall not be considered agents, servants, or employees of LHN, and thus, shall not receive compensation nor be covered by Network employee benefits, except as specifically provided for elsewhere in the Agreement.

Students will be required to sign a Student Participation Agreement, on the form attached hereto, agreeing to observe applicable policies, procedures, rules, regulations, and instructions and directives of Network supervisors, and acknowledging that they are not employees of LHN, for purposes of compensation, benefits, workers' compensation, unemployment compensation, income tax withholding, Social Security, or any other purpose. (Addendum A).

This provision shall not be deemed to prohibit the employment of any such student by LHN under separate employment agreement. The School shall keep records of each student's compliance with III G, and H, as listed above.

VI. Mutual Responsibilities of Network and School

It shall be the mutual responsibility of LHN and the School to:

- A. Plan for student placement at LHN.
- B. Establish the educational objectives for the clinical educational experience devise methods for their implementation and continually evaluate to determine the effectiveness of the clinical experience.
- C. To assume responsibility for any acts of their employees, officers, or agents.
- D. Make no distinction among students covered by this Agreement, on the basis of race, color, sex, creed, age, or national origin. For the purposes of this Agreement, distinction on the grounds of race, color, sex, creed, age, or national origin include, but are not limited to, the following: Denying a student any service or benefit which is different or is provided in a different manner or at a different time from that provided to other students under this Agreement; Subjecting a student to segregation or separate treatment in any manner related to receipt of any advantage or privilege enjoyed by others receiving any service or benefit; Treating a student or potential student differently from others in determining whether they satisfy any admission enrollment quota which individuals must meet in order to be provided any service or benefit.
- E. Acknowledge that participating students are not be construed as employees of LHN under this Agreement. No retirement, paid leave, boding, use of facility vehicles, insurance or other employee benefits from LHN shall accrue to the students as a result of this Agreement. The School will retain responsibility of personal and career guidance and counseling of its student. At the discretion of LHN, the student may participate in continuing education programs conducted for LHN staff.
- F. While performing duties in LHN, students must comply with the Ethical and Religious Directives for Catholic Healthcare Services, as approved and amended from time to time by the Unites States Conference of Catholic Bishops and implemented by the Bishop of the Diocese of Spokane.

VII. Confidentiality of Information

Network's policies, procedures, manuals, materials, programs, advertising, marketing, and other such materials are proprietary to Network and shall, to the extent allowed by law, be maintained by

School and School's students in confidence. Proprietary information does not include information which is:

- (i.) Generally available to the public other than as a result of a breach of confidentiality;
- (ii.) Becomes available on a non-confidential basis from a source other than Network, which is not bound by a confidentiality agreement; or
- (iii) Which is required to be disclosed by law.

Proprietary information shall only be used in conjunction with the provision of services by students to Network under this Agreement. No proprietary information shall be copied or provided to any third party without prior written consent of Network. Upon termination of this Agreement, School and/or student shall promptly return to Network all proprietary information in its possession. Students shall not disclose information relating to patients, except in accordance with Network's policies and applicable law.

VIII. Indemnification

Network will indemnify, defend and hold harmless School, its agents, officers and employees from and against any and all liability, expense, including defense costs and attorney fees, and claims for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury or property damage arising from or connected with its operations or services, including workers' compensation suits, liability or expense, arising from or connected with service performed on behalf of School by any person pursuant to this Agreement.

School is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against School and its employees, 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.

IX. Term of Agreement and Termination

- A. Term. The term of this Agreement shall commence on **August 15, 2011** and remain active for three (3) years.
- B. Termination. This Agreement may be sooner terminated, by either party, with or without cause, upon ninety (90) days advance written notice.
- C. Modification. If any terms or conditions of this Agreement are to be modified the modification(s) must be agreed to, in writing, by the parties at least thirty (30) days prior to the expiration of this contract.

X. Waiver

The failure of either Network or the School to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or of any other provision.

XI. Validity of Terms

If any term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law or federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions or provision of this Agreement shall not be affected thereby. The parties shall not be deemed to be in violation of this Agreement if either is prevented from performing any of its obligations hereunder for any reason beyond its control and including, without limitation, acts of God, the elements, regulations of federal, state or local government or any agency thereof.

XII. Changes in Law

If at any time during the term of this Agreement applicable state or federal statutes or regulations are amended or revised in such a manner as to require modification of the terms and conditions of this Agreement, this Agreement shall be deemed to be automatically amended to conform to the requirements of such statutes or regulations. If there occur interpretations, implementations or enforcement of such statutes (collectively "Interpretations"), which make it impossible or impractical for either party to carry

out some or all of the terms of this Agreement, this Agreement shall be automatically amended to conform to the requirements of such Interpretations provided the party which believes such interpretation(s) make it impossible or impractical for it to carry out some or all of the terms of this Agreement has:

- (i) Made a good faith determination that such Interpretation(s) make it impossible or impractical for it to carry out some or all of the terms of this Agreement;
- (ii) Has notified the other party of the specific provisions of this Agreement which it feels are impossible or impractical for it to carry out and the reason(s) for making that determination; and
- (iii) Has attempted, in good faith during the one hundred and twenty (120) days following the giving of such notice to negotiate with the other party terms, which will eliminate modify or amend the terms of this Agreement, which are in conflict with such Interpretation(s).

XIII. Non-Exclusive Agreement

It is understood and agreed that this Affiliation Agreement is not exclusive, and that LHN has the right to enter into similar agreements and arrangements with other educational institutions for the same or similar clinical educational programs and experience.

XIV. Autonomy

Nothing in this Agreement shall in any way alter the autonomy of each of the parties, and each shall have complete control over its institution and operation, except as agreed to in this Agreement. This is not a joint venture for the profit of either party. The parties shall be considered as independent contractors with respect to each other and neither shall be the agent of the other in carrying out any particular aspect of this Agreement.

XV. No Compensation

There shall be no monetary compensation paid by either party to the other, it being cooperate in administering this program in a manner which will tend to maximize the annual benefits provided to the School and LHN.

XVI. Nondiscrimination Clause

The parties each specifically agree that each will carry out this Agreement in compliance with antidiscrimination laws, which may be applicable to their respective activities under this Agreement. No provision of this Agreement shall prevent any patient from refusing to be a teaching patient or refusing treatment by students of the opposite sex. No provision of this Agreement shall prevent any member of LHN Medical Staff from designating any patient as a non-teaching patient.

XVII. Resolution of Disputes

It is agreed by the parties that LHN shall have final decision on all disputes or questions involving patient care, treatment and comfort. All other disputes shall first attempt to be resolved by discussion between the department manager of LHN and a representative of the School prior to pursuing any legal remedies as set forth in section XIX herein.

XVIII. Amendments

No amendment or modification to this Agreement, including any amendment or modification of this paragraph shall be effective unless the same is in writing signed by the party to be charged.

XIX. General Provisions

Assignment; Successors and Assigns. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either of the parties without the prior written consent of the other party. Any purported assignment or delegation of this Agreement without such consent shall be null

and void. This Agreement is binding upon and inures to the benefit of the parties hereto and their permitted successors and assigns.

Costs of Relief. In the event that either party to this Agreement breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to recover from the breaching party all costs and expenses (including, without limitation, reasonable attorney's fees and expenses and court costs) incurred by the non-breaching party in enforcing the provisions of this Agreement including reasonable costs and expenses incurred at trial and on appeal.

Parties in Interest. Nothing in this Agreement whether express or implied, is intended to, nor does it, confer any rights or remedies on any persons other than the parties to it and their respective permitted successors and assigns.

Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one instrument.

Regulatory Requirement

The parties expressly agree that nothing contained in this Agreement shall require School to refer or admit any patients to, or order any goods or services from Network. Notwithstanding any unanticipated effect of any provisions of this Agreement, neither party will knowingly or intentionally conduct himself/herself in such a manner as to violate the prohibition against fraud and abuse in connection with Medicare and Medicaid programs (42 US Section 1230-7b).

Venue. The venue of any action arising out of this Agreement shall be in Franklin County, Washington.

Governing Law. This Agreement shall be interpreted in accordance with and governed by the laws of the State of Washington.

Section Headings. The headings of sections in this Agreement are for reference only and shall not affect the meaning of this Agreement.

Amendments. Amendments to this Agreement must be approved in writing by the parties hereto.

Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the matters contained herein, and supersedes all prior proposals negotiations, representations and other communications between the parties.

No Waiver. The failure of a party to object to or take affirmative action with respect to any conduct of another party, which is in violation of the provisions of this Agreement.

Severability. In the event that any of the provisions, or portions thereof, of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.

XX. Other Provisions

This Agreement constitutes the entire agreement between the parties, and all prior discussions agreements, and understandings, whether verbal or in writing, are hereby merged into this Agreement. This agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than LHN and the School; without limiting the generality of the foregoing, no rights are intended to be created for any

patient, student, parent or guardian of any student, employee or prospective employer of any student.

IN WITNESS WHEREOF, the parties have signed this Agreement by their duly authorized representatives, all necessary approvals of each institution having been obtained.

Lourdes Health Network

Central Washington University

PO Box 2568

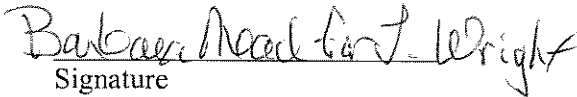
400 East University Way

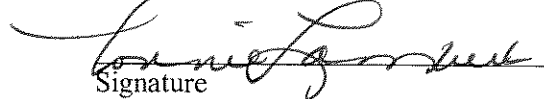
Pasco, WA 99301

Ellensburg, WA 98926-7474

By: Janet Wright

By: Connie Lambert


Signature


Signature

11/2/11
785/23/11

Title: Vice-President, Patient Care Services

Title: Dean, College of Education and Professional Studies

Date: 8/19/11

Date: 8/23/11

By: Authority at

N/A
Signature

Date: _____

Addendum A

STUDENT PARTICIPATION AGREEMENT

I _____, a student in the Heritage Social Work practicum at Lourdes Health Network, hereto agree to observe applicable policies, procedures, rules, regulations, and instructions and directives of their assigned clinical education center. I further acknowledge that I am not an employee of any clinical education center for purpose of receiving compensation, benefits, workers' compensation, unemployment compensation, income tax withholding, Social Security, or any other purpose.

Student: _____

Date: _____

Address: _____

Phone: _____