

Clinical Education Agreement

This is an agreement ("Agreement") between Providence Health & Services - Washington d/b/a Providence Regional Medical Center Everett; Providence St. Peter Hospital, Providence SoundHomeCare and Hospice, Providence Marianwood, Providence Centralia Hospital, and Providence St. Mary Medical Center (each individually referred to as a "Facility" and collectively referred to as "Facilities"), on the one hand, and Central Washington University ("School") for the following programs: ("School"), on the other hand.

Facilities own and operate licensed health care facilities, including hospitals, nursing homes and home health agencies in the state of Washington. Facilities are willing to provide clinical education experience (the "Program") to students of School's Dietetics, EMT/Paramedic Training, Exercise Science, and Psychology Programs in accordance with the terms of this Agreement. School is desirous of using Facilities 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 Facility

1.1 Clinical Instruction. Facility 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 Facility. Services will be provided in compliance with the directions of the Facility, Facility 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 Facility 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 Facility upon the mutual agreement of Facility and School. Facility will inform appropriate personnel about the role of students and provide identification or security clearances, where appropriate.

Facility 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.

1.2 Facility Personnel. Facility will designate appropriate personnel to coordinate the student's clinical learning experience. This will involve planning between responsible School faculty and designated Facility 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 Facility. Facility 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. Facility 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. Facility reserves the right to terminate the continuation of any student who is not complying with applicable Facility policies, procedures or directions from Facility personnel or physicians involved in the clinical education program or who is deemed by Facility not to have adequate qualifications or ability to continue in the program, or the health of the student does not warrant a continuation at Facility, or whose conduct interferes with the proper operation of Facility

1.5 Emergency Care. Facility shall provide necessary emergency care or first aid required by an accident occurring at Facility for students participating under the terms of this Agreement, and, except as herein provided, Facility 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. Facility will provide the student with access to the written regulations that will govern the student's activities while at Facility. Facility shall also provide the student with policies relating to the Deficit Reduction Act, including Facility's Fraud and Abuse Prevention and Detection Policies.

1.7 Records and Reports. Facility 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 Facility 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 Facility, to help plan the clinical educational program for student clinical experiences.

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

2.4 Student Compliance. School will assure that students abide by the policies of Facility while using Facility, including policies related to confidentiality of patient information and fraud and abuse prevention and detection. School shall immediately report any errors in accordance with Facility procedures. School will assure that students do not copy or remove confidential information from Facility 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 Facility, School will assure that students are educated regarding universal precautions, blood-borne pathogens, and other appropriate OSHA standards prior to coming to Facility.

2.5 Student Qualifications. School will assign to Facility 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 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-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 shall ask each student who may be placed in Training Site to obtain his/her criminal history background record from the Washington State Patrol, pursuant to RCW 43.4.3834 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 Training Site. Before the start of training, School will provide Training Site with the names of any student who have failed to provide the requested records, or who refuse to authorize the release of records to Training Site. The students will be informed that, whether or not they agree to obtain the record and agree to release it to School and Training Site, Training Site may conduct the background inquiry directly and the Training Site will refuse placement of a student who does not provide the requested records or who has a record of prior criminal conduct.

(b) School shall perform an excluded provider search on the Office of Inspector General List of Excluded Individuals/Entities (<https://exclusions.oig.hhs.gov/Verification.aspx>) and the General Services Administration Excluded Parties List (<http://epls.arnet.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 Coverage Provisions. 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. Such claims must be filled with the State Office of Risk Management for processing according to statute. A copy of a certificate shall be provided. School shall verify that all students have medical malpractice insurance with limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Each student shall provide Hospital with a certificate of insurance coverage before beginning any clinical education experience at the Hospital.

4. Indemnity. Each party to this Agreement shall 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.

5. Term and Termination.

5.1 Term. This Agreement will be in effect for two years, beginning April 1, 2010 and ending March 31, 2012. This Agreement may be renewed for additional two-year terms upon the written agreement of both Facility 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 Facility terminates this Agreement by giving such notice to School, students currently participating in the Clinical Education Program at Facility will be allowed to complete the program.

6. Nondiscrimination. Facility 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 Facility: Providence Health & Services - Washington
1801 Lind Ave. SW #9016
Renton, Washington 98057
Attn: Office of Legal Affairs

To any one of the Facilities individually:

Providence St. Peter Hospital
413 Lilly Road NE
Olympia, WA 98506
Attn: HR Associate

Providence SoundHomeCare and Hospice
3434 S. Bay Road NE
Olympia, WA 98506
Attn: Administrator

Providence Centralia Hospital
914 S. Scheuber Road
Centralia, WA 98531
Attn: Manager of Staff Development

Providence Marianwood
3725 Providence Point Drive SE
Issaquah, WA 98029
Attn: Administrator

Providence Regional Medical Center Everett
1321 Colby Avenue
Everett, WA 98206
Attn: Assistant Administrator of Clinical Operations

Providence St. Mary Medical Center
401 West Poplar Street
Walla Walla, WA 99362
Attn: Director, Training and Development


To School: Toni Burvee, Program Manager
Attn: Business Services and Contracts
400 E University Way
Ellensburg, WA 98926-7474

SIGNATURES:

FACILITY:

PROVIDENCE HEALTH SYSTEM - WASHINGTON


d/b/a Providence St. Peter Hospital
Providence SoundHomeCare and Hospice
Providence Marianwood
Providence Centralia Hospital
Providence St. Mary Medical Center
Providence Regional Medical Center Everett

By: 
Alitha E. Leon Jenkins
Senior Attorney

Date: 3/3/10

SCHOOL:

CENTRAL WASHINGTON UNIVERSITY

By: 
Connie Lambert

Its: Dean, College of Education

Date: 2-25-10