

CLINICAL EDUCATION AGREEMENT

This Clinical Education Agreement (“Agreement”) is entered into this 5th day of August, 2016 (the “Effective Date”), between PROVIDENCE HEALTH & SERVICES – WASHINGTON, d/b/a PROVIDENCE SACRED HEART MEDICAL CENTER & CHILDREN’S HOSPITAL AND PROVIDENCE HOLY FAMILY HOSPITAL (“Hospital”) and, Central Washington University, Child Life Program (“School”).

Hospital owns and operates a licensed facility in Spokane, Washington, 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. Hospital retains full responsibility for the care of its patients. Students will be assigned to Hospital upon the mutual agreement of Hospital and School.

Hospital understands that students assigned to Hospital will be, and will remain students of School and will in no sense be considered employees of Hospital. Hospital, 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 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 experiences at Hospital 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 contact person, and others, if any; and

1.2.6 Student evaluation expectations.

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. 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 will provide emergency medical care following the injury and initiation of HBV, Hepatitis C and HIV protocols in accordance to Hospital policies and procedures. Hospital 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 or its agents, and any long-term follow-up is the responsibility of the student.

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

1.7. **Resources.** Hospital will make available to students and other School instructors the following (1) access to sources of information necessary for orientation and education within Hospital'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 will provide School with feedback on student performance as requested by School.

1.9. **Attire.** Hospital will require students to wear appropriate attire and nametags, and to conform to Hospital 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 the School.

2.2. **Clinical Experiences.** School will designate an appropriately qualified faculty member to coordinate and act as liaison with Hospital. School will notify Hospital 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 while using Hospital facilities, including policies related to confidentiality of patient information. School shall immediately report non-compliance in accordance with Hospital procedures. School will inform students that they are not allowed to 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.

2.4. **Student Qualifications.** School will assign to Hospital 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, 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'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'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, nor are students agents of the Hospital 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 representative.

2.8. Pre-Placement Checks.

2.8.1. School shall ask each student who may be placed at Hospital 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. Before the start of training, School will provide Hospital 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. The students will be informed that, whether or not they agree to obtain the record and agree to release it to School and Hospital, Hospital 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 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. 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. School will ensure that all students placed at hospital 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 August 5, 2016 and terminate on August 5, 2021. 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.

5. **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.

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: Providence Health Care
PO Box 2555
Spokane, WA 99220-2555
ATTENTION: Director of Educational Services


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


HOSPITAL:

SCHOOL:

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

CENTRAL WASHINGTON UNIVERSITY

By: 
Jeffrey B. Collins, MD
Title: Physician Chief Executive
Providence Health Care
Date: 8/26/2016

WA 8-5-16
By: 
[print name:] Paul Ballard
Title: Dean, CEPS
Date: 8.8.16

