

This Agreement is made and effective as of **DATE**, between **Public Hospital District No. 1 of King County, a non-profit Washington municipal corporation, d/b/a Valley Medical Center** (hereinafter the "*Hospital*"), located at Renton, Washington, and **UNIVERSITY** ("*School*"), located at **ADDRESS**. The purpose of this Agreement is for the **Hospital and School** to achieve their mutual goal of providing educational opportunities in the clinical setting to students interested in health care and related fields. In consideration of the mutual covenants and agreements set forth below, the **Hospital and School** agree as follows:

GENERAL PROVISIONS

1. The **Hospital and School** agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, they will work together to formalize operational details of the clinical education program. These details include, but are not limited to, the following:

- Beginning dates and length of experiences (to be mutually agreed upon at least four weeks before the beginning of each experience);
- Number and type of students eligible to participate in each experience;
- Specific days, hours and locations for each experience;
- Specific learning objectives and performance expectations for students;
- Specific allocation of responsibilities for **School's** faculty liaison and The **Hospital's** clinical education liaison referenced elsewhere in this Agreement;
- Deadlines and format for student progress reports and evaluation forms.

Operational details will be confirmed by letter agreement signed by authorized representatives of each party, which will be attached to this Agreement. Details contained in such letter agreements may be modified by subsequent letter agreements signed by authorized representatives of each party. Exchange of information will be maintained by on-site visits when practical and by letter or telephone in other instances.

2. The **Hospital and School** will instruct their respective staff, faculty, and students participating in the clinical education program, to maintain confidentiality of patient and student information as required by law and by the policies and procedures of the **Hospital and School**.

3. There will be no payment of charges or fees between the **Hospital and School**.

4. The **Hospital and School** are not partners, joint venturers, or each other's agents in any respect.

5. Neither the **Hospital's** nor **School's** employees will be considered each other's employees or agents. Neither the **Hospital** nor **School** assumes any liability under any law

relating to Worker's Compensation on account of each other's employees performing or traveling pursuant to this Agreement.

6. There will be no discrimination against any program participant covered under this Agreement because of race, color, religion, creed, honorably discharged veteran or military status, genetic information, pregnancy, national origin, age, sex, or sexual orientation or the presence of any sensory, mental or physical disability or the use of a trained guide dog or service animal by persons with a disability. The **Hospital** and **School** both affirm that they do not engage in such discrimination in their respective institutions.

SCHOOL'S RESPONSIBILITIES

7. **School** will provide information to the **Hospital** concerning its curriculum, and the professional and academic credentials of its faculty who will be involved in student clinical experiences under this Agreement. **School** will designate an appropriately qualified and credentialed faculty member to coordinate and act as the liaison with The **Hospital**. **School** will be responsible for instruction, and administration of the students' academic educational programs. **School** will notify the **Hospital** in writing of any change or proposed change of its liaison. **School** will have the final responsibility for evaluating and grading students.

8. **School's** faculty will coordinate with the **Hospital** clinical education liaison at the beginning and end of the clinical experiences to discuss and evaluate the clinical education program. These meetings will take place in person if practicable, otherwise by telephone conference. **School** is responsible for arranging and planning the meetings.

9. **School** will provide the names and information pertaining to relevant education and training, for all students enrolled in a clinical experience at least two weeks before the beginning date of the experience. **School** is responsible for supplying any additional information required by the **Hospital** as set forth in this Agreement, prior to the arrival of students. **School** will notify the **Hospital** in writing of any change or proposed change in a student's status.

10. **School** will obtain evidence of current immunizations against diphtheria, tetanus, measles, mumps, rubella (or a positive rubella titer), and of hepatitis B immunization status for those students who will be in contact with patients/clients. For each student born after 1956, **School** will maintain on file records of positive titer or of post-1967 immunization for rubella and rubeola. At the time of immunization, students with no history of exposure to chicken pox will be advised to get an immunization titer. **School** will require PPD testing every twelve months, or follow-up as recommended if the students are PPD-positive or have had BCG. **School** will provide information to the **Hospital** regarding student status concerning the above requirements.

11. **School** will ask each student who may be placed in the **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 student will be informed that, whether or not they agree to obtain the record and agree to release it to the School

and the Hospital, Hospital may conduct the background inquiry directly and the Hospital may refuse placement of a student who does not provide the requested records or who has a record of prior criminal conduct.

12. **School** will assign to the **Hospital** only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum and who have current CPR certification. **School** will provide information to the **Hospital** regarding student status with respect to current licensure.

13. **School** will comply with, and ensure to the extent possible that students comply with, the policies and procedures established by The **Hospital**. **School** will notify each student of his/her status and responsibilities under to this Agreement.

14. **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 or her participation in the education program. **School** will inform students that they are responsible for their own health care costs, health insurance coverage, and their own health needs.

THE HOSPITAL'S RESPONSIBILITIES

15. The **Hospital** will provide students with a desirable clinical education experience within the scope of health care services provided by The **Hospital**. The **Hospital** will designate in writing one person as the **Hospital** clinical education liaison, who will maintain contact with the **School**-designated liaison to assure mutual participation in and review of the clinical education program and student progress. The **Hospital** will submit in writing to **School** upon request the professional and academic credentials for the **Hospital** clinical education liaison. The **Hospital** will notify **School** in writing of any change of the **Hospital** clinical education liaison.

16. The **Hospital** will provide students with access to sources of information necessary for the students' clinical education within The **Hospital's** policies and procedures and commensurate with patients' rights, including applicable state and federal law.

17. The **Hospital's** clinical education supervisor will provide information about his/her knowledge of students' performance as requested by **School**.

18. The **Hospital** retains full responsibility for the care of patients/clients, and will not rely on the students' clinical training activities for staffing purposes. Affiliation under this Agreement must not detract from The **Hospital's** medical mission, or the education and training needs of The **Hospital's** employees and medical staff.

19. The **Hospital** will have the right to take immediate temporary action to correct a situation where a student's actions endanger or reasonably may endanger patient care, or disrupt the efficient operation of the facility. As soon as possible thereafter, The **Hospital's** clinical education liaison will notify **School** of the action taken. All final resolutions of the student's academic status in such situations will be made solely by **School** after reviewing the matter and considering whatever written factual information the **Hospital** provides for **School**. The

Hospital, however, reserves the exclusive and ultimate right to permanently terminate the use of its facilities by a particular student.

20. Except as provided elsewhere in this Agreement, or as otherwise provided by applicable law, the **Hospital** will have no obligation to furnish medical or surgical care to any student. Students will be financially responsible for the cost of health care or first aid that becomes necessary while students are on-site.

STUDENTS' STATUS AND RESPONSIBILITIES

21. Students will have the status of learners and will not replace the **Hospital** staff. Any service rendered by students is incidental to the educational purpose of the clinical education program.

22. Students are required to adhere to the standards, policies, and regulations of the **Hospital** during their clinical education program.

23. Students will wear appropriate attire and name tags, clearly identifying them as **School's** students, and will conform to the standards and practices established by **School** during their clinical education program at The **Hospital**.

24. Students assigned to patient care areas will complete certification in point of care testing via all applicable the **Hospital** educational modules pertaining to the assigned unit(s).

25. **School** agrees to obtain consent from the student's parent/guardian for any students under eighteen (18) years of age, as well as agreement from the parent/guardian that the student will abide by the terms of this Agreement.

26. Students assigned to the **Hospital** will be and will remain students of **School**, and will in no sense be considered employees of The **Hospital**. The **Hospital** assumes no liability under any law relating to Worker's Compensation on account of any **School** student's performing, receiving training, or traveling pursuant to this Agreement. Students will not be entitled to any monetary or other remuneration for services performed by them at The **Hospital**, nor will the **Hospital** otherwise have any monetary obligation to **School** or its students by virtue of this Agreement.

LIABILITY COVERAGE AND INDEMNIFICATION

27. To the extent permitted by law, **School** will defend, indemnify and hold the **Hospital** harmless from any loss, claim or damage (including reasonable attorneys' fees and costs) arising from the negligence of its faculty, employees, and agents in the performance of this Agreement. Neither party will be considered the agent of the other party 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. **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.

28. Covid-19 Disclosure: School and Student acknowledge their understanding that Hospital is, and expected to continue to be, a healthcare facility actively receiving and treating patients with suspected or actual Covid-19 disease. Because much uncertainty remains as to the manner in which this disease is contracted or spread, Hospital makes no assurance that its facilities are free from this virus, or that there is no risk of exposure. As such, School and Student fully assume the risk of potential exposure, knowing that Hospital takes all reasonable and necessary precautions in the management of its facilities but cannot eliminate all risks questioned by the spread of the Covid-19 virus.

29. To the extent permitted by law, **the Hospital** will defend, indemnify and hold **School** harmless from any loss, claim or damage (including reasonable attorneys' fees and costs) arising from the negligence of its employees, officers and agents. The **Hospital** will maintain professional liability coverage with limits of not less than \$1 million per occurrence and \$3 million annual aggregate (or an equivalent program of self-insurance).

30. Both parties will provide proof of coverage upon request. In addition, the **Hospital** and **School** agree to notify each other in the case of material modification or cancellation of coverage, and to provide subsequent proof of coverage thereafter.

TERM

31. This Agreement is effective **DATE**, and will continue thereafter for two (2) years. After the initial term, this contract shall auto-renew for one (1) year periods until terminated. The **Hospital** and **School** will jointly plan student placement in advance of each academic term, taking into account the needs of the **School** for clinical placement, maximum number of students for whom the **Hospital** can provide a desirable clinical education experience, and the needs of other disciplines or schools requesting clinical placements.

32. This Agreement may be canceled without cause at any time, by either party. The **Hospital** may cancel on ninety (90) days' written notice; **School** may cancel on thirty (30) days' written notice. Termination by the **Hospital** would not become effective for students presently enrolled in the clinical education program if the termination would prevent the completion of requirements necessary for the students' clinical education program.

PROVISIONS REGARDING BLOOD-BORNE PATHOGENS

33. **School** certifies that it has trained each student it sends to the **Hospital** in universal precautions and transmission of blood-borne pathogens, and that it will send to the **Hospital** only students who have been trained in using universal precautions. **School** has provided all participating students with the opportunity to receive the Hepatitis B (HBV) vaccine before assignment to The **Hospital**. The **Hospital** will provide personal protection equipment that is appropriate for the tasks assigned to **School's** students.

34. In the event a student sustains a needle-stick injury or other substantial exposure to bodily fluids, or to other potentially infectious material while participating in the clinical education program at The **Hospital**, students will be seen by The **Hospital's** employee health service and/or emergency department as soon as possible after the exposure. Students will be financially responsible for the cost of this health care. The source patient's HBV, HCV and HIV

status will be determined by the **Hospital** to the extent possible, and consistent with The **Hospital**'s usual procedures. The **Hospital** does not accept liability for any illness or injury subsequent to such exposure, except as provided by the indemnification provisions of this Agreement.

MISCELLANEOUS PROVISIONS

35. Provision for HIPAA Protection. School voluntarily provides students with training on the requirements of the Health Insurance Portability and Accountability Act (HIPAA). Hospital will provide additional training on Hospital's specific HIPAA policies and procedures. School will direct its students and faculty to comply with the policies and procedures of Hospital No protected healthcare information (PHI) is anticipated to be exchanged between Hospital and School. Solely for the purpose of defining students' role in relation to the use and disclosure of Hospital's PHI, students acting pursuant to this Agreement are defined as members of the Hospital's workforce. However, School's students and faculty shall not be considered to be employees of Hospital.

36. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

37. Amendment. This Agreement may be modified only by a written Amendment incorporating the remaining terms of this Agreement, which is executed by the parties and attached to this Agreement. The provisions in this Agreement may not be modified by any other attachment.

38. Order of Precedence. Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving the documents precedence in the following order:

- a) Fully executed amendments to this Agreement;
- b) This Agreement;
- c) Other Attachments to this Agreement in reverse chronological order.

39. Governing Law. The parties' rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the State of Washington.

40. Notices. All notices, demands, requests, or other communications required to be given or sent by the **Hospital** or **School**, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

To the Hospital:

Public Hospital District No. 1 of King County
d/b/a Valley Medical Center
400 South 43rd Street
PO Box 50010
Renton, WA 98058-5010
(425) 228-3440 / (425) 656-4202 Fax

To the School:

UNIVERSITY

Attn:

ADDRESS

CITY, STATE, ZIP

Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the U. S. mail, postage prepaid; or upon confirmation of successful facsimile transmission.

41. **Survival.** The **Hospital** and **School** expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.

42. **Severability.** If any provision of this Agreement, or of any other agreement, document or writing pursuant to or in connection with this Agreement, shall be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of said agreement.

43. **Waiver.** Neither the waiver by any of the parties of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges under this Agreement.

44. **Arbitration.** In the event that a dispute between the parties arising out of this Agreement cannot be mutually resolved, the parties agree to submit the dispute to binding arbitration in King County, Washington, under the Commercial Rules of the American Arbitration Association, whereupon judgment may be had in any court of competent jurisdiction. Each party shall bear its own costs, and attorneys' fees with respect to any such arbitration.

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

[Signature Page Follows]

IN WITNESS WHEREOF, **School** and the **Hospital** have executed this Agreement as of the day and year first above written.

HOSPITAL:

PUBLIC HOSPITAL DISTRICT NO. 1 of King County,
a non-profit Washington municipal Corporation
d/b/a **VALLEY MEDICAL CENTER**

SCHOOL:

COLLEGE

By: _____
Theresa Braungardt, MN, RN
Senior VP and Chief Nursing Officer

By: _____
NAME
TITLE

Date: _____

Date: _____