



2000 Tower Street • Everett • Washington • 98201-1390

CLINICAL AFFILIATION AGREEMENT

This Agreement is made and entered into between **Everett Community College** located at 2000 Tower Street, Everett, Washington, 98201, **Lake Stevens School District**, located at 12309 22nd Street NE, Lake Stevens, WA 98258. The purpose of this Agreement is for Training Site, which is committed to training health care professionals, to provide desirable clinical learning experiences and facilities for College's students who are enrolled in its Nursing/Health Sciences program, which may include Nursing, Medical Assisting, Phlebotomy, (the "education program"). In consideration of the mutual covenants and agreements contained herein, College and Training Site agree as follows:

I. GENERAL PROVISIONS

A. Everett Community College, hereinafter known as "College" and Lake Stevens School District, hereinafter known as "Training Site", agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, College may develop letter agreements with Training Site to formalize operational details of the clinical education program. These details include, but are not limited to, the following:

- Beginning dates and length of experience (to be mutually agreed upon at least one month before the beginning of the clinical education program);
- Number of students eligible to participate in the clinical education program;
- Specific days, hours and locations for the clinical education program;
- Specific learning objectives and performance expectations for students;
- Specific allocation of responsibilities for the faculty Liaison, clinical education Supervisor, and Preceptors, if any, referenced elsewhere in this Agreement;
- Deadlines and format for student progress reports and evaluation forms.

Any such letter agreements will be considered to be attachments to this Agreement, will be binding when signed by authorized representatives of each party, and may be modified by subsequent letter agreements signed by authorized representatives of each party.

B. The College and Training Site will jointly plan the clinical education program and jointly evaluate students. Exchange of information will be maintained by on-site visits when practical and by letter or telephone in other instances.

C. College and Training Site will instruct their respective faculty, staff, and students participating in the clinical education program, to maintain confidentiality of student and patient information as required by law and by the policies and procedures of College and Training Site.

D. There will be no payment of charges or fees between the College and Training Site.

E. There will be no discrimination against any program participant or applicant covered under this Agreement because of race, color, religion, national origin, age, handicap, status as a Vietnam era or disabled veteran, sex, or sexual orientation, nor will College or Training Site engage in such discrimination in their employment or personnel policies.

II. COLLEGE'S RESPONSIBILITIES

A. College will provide information to Training Site concerning its curriculum and the professional and academic credentials of its faculty for the students at Training Site. College will designate an appropriately qualified and credentialed faculty member to coordinate and act as the Liaison with Training Site. College will be responsible for instruction and administration of the students' academic education program. College will notify Training Site in writing of any change or proposed change of its Liaison. College will have the final responsibility for grading students.

B. College's faculty will meet with the Training Site clinical education Supervisor Preceptors, if any, at the beginning and end of the clinical education program to discuss and evaluate the clinical education program. These meetings will take place in person if practicable, otherwise by telephone conference. College is responsible for arranging and planning the meetings.

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

D. College will obtain evidence of current immunizations against diphtheria, tetanus, measles (rubeola), mumps, rubella (or a positive rubella titer), and of hepatitis B immunity status, documented by a protective titer, for those students who will be in contact with patients/clients. For each student born after 1956, College 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 chickenpox will be advised to get an immune titer. College will require yearly PPD testing or follow-up as recommended if the students are PPD-positive or have had BCG. College will provide information to Training Site regarding student status concerning the above requirements.

E. College will assign to Training Site only those students who have satisfactorily completed the prerequisite didactic portion of the 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.

F. College 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 43.43.834 and RCW 43.43.838, to release a copy of that record to the College, and to authorize the College to transmit that record or copy thereof to Training Site. Before the start of training, College will provide Training Site with the names of any students 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 College and Training Site, Training Site may conduct the background inquiry directly and the Training Site may refuse placement of a student who does not provide the requested records or who has a record of prior criminal conduct.

Training Site understands and agrees that any information forwarded to it by College has been procured through this process.

G. College will comply with and ensure to the extent possible that students comply with the policies and procedures established by Training Site. College will notify each student of his/her status and responsibilities pursuant to this Agreement.

H. College 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. College will inform students that they are responsible for their own health needs, health care costs, and health insurance coverage.

III. TRAINING SITE'S RESPONSIBILITIES

A. Training Site will provide students with a desirable clinical education experience within the scope of health care services provided by Training Site. Training Site will designate in writing Preceptors, if any, to be responsible for the clinical education program, and will designate in writing one person as the clinical education Supervisor, who will maintain contact with the College-designated Liaison to assure mutual participation in and review of the clinical education program and student progress. Training Site will submit in writing to College the professional and academic credentials for the Preceptors and clinical education Supervisor. Training Site will notify College in writing of any change or proposed change of the Preceptors or clinical education Supervisor.

B. Training Site will provide students with access to sources of information necessary for the education program, within Training Site's policies and procedures and commensurate with patients' rights, including library resources and reference materials.

- C. Training Site will make available to students basic supplies and equipment necessary for care of patients/clients and the clinical education program. Within the limitation of facilities, Training Site will make available office and conference space for students and, if applicable, College faculty.
- D. Training Site will submit required reports on each student's performance and will provide an evaluation to College on forms provided by College.
- E. Training Site retains full responsibility for the care of patients/clients, and will maintain the quality of patient care without relying on the students' clinical training activities for staffing purposes.
- F. Training Site will have the right to take immediate temporary action to correct a situation where a student's actions endanger patient care. As soon as possible thereafter, Training Site's clinical education Supervisor will notify College of the action taken. All final resolutions of the student's academic status in such situations will be made solely by College after reviewing the matter and considering whatever written factual information Training Site provides for College; however, Training Site reserves the right to terminate the use of its facilities by a particular student where necessary to maintain its operation free of disruption and to ensure quality of patient care.
- G. On any day when a student is participating in the clinical education program at its facilities, Training Site will provide to such student necessary emergency health care or first aid for accidents occurring in its facilities. The student will be responsible for the costs of any and all care.
- H. Except as provided in this Agreement, Training Site will have no obligation to furnish medical or surgical care to any student.

IV. STUDENTS' STATUS AND RESPONSIBILITIES

- A. Students will have the status of learners and will not replace Training Site personnel. Any service rendered by students is incidental to the educational purpose of the clinical education program.
- B. Students are required to adhere to the standards, policies, and regulations of Training Site during their clinical education program.
- C. Students will wear appropriate attire and name tags, and will conform to the standards and practices established by College during their clinical education program at Training Site.
- D. Students assigned to Training Site will be and will remain students of College, and will in no sense be considered employees of Training Site. Training Site does not and will not assume any liability under any law relating to Worker's Compensation on account of any College 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 Training Site, nor will Training Site otherwise have any monetary obligation to College or its students by virtue of this Agreement.

V. LIABILITY COVERAGE PROVISIONS

- A. 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.
- B. College is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against College 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. Students are covered under the student medical malpractice policy offered by the State of Washington, Office of Financial Management, Risk Management division, while working in the Training Site.
- C. **Training Site maintains professional liability insurance coverage with** Management Pool *Wa. Schools Risk (WSRMP)* Through that coverage, Training Site 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. [Optional: Training Site also maintains liability insurance coverage with _____ for students performing under this Agreement at the Training Site.

VI. TERM

A. This Agreement is **effective beginning September 22, 2014** and will continue thereafter from year to year. This agreement will be reviewed no later than three years from its effective date, or earlier at the request of either party. College and Training Site will jointly plan student placement in advance of each year's beginning, taking into account the needs of the College for clinical placement, maximum number of students for whom Training Site can provide a desirable clinical education experience, and the needs of other disciplines or Colleges requesting clinical placements.

B. This agreement may be canceled by written notice one year prior to termination; however, such termination shall not become effective for the students then enrolled in the clinical education program if such termination prevents completion of their requirements for completion of the clinical education program.

VII. PROVISIONS REGARDING BLOOD-BORNE PATHOGENS

A. College certifies that it has trained each student it sends to Training Site in universal precautions and transmission of blood-borne pathogens, and that it will send to Training Site only students who have been trained in and have practiced using universal precautions. College has recommended the Hepatitis B (HBV) screening to all clinical education program students before assignment to Training Site. Students may waive the HBV series, but are required to have a TB screening and be up-to-date on all other immunizations. Training Site will provide personal protection equipment that is appropriate for the tasks assigned to College's students.

B. In the event a student sustains a needle-stick injury or other substantial exposure to bodily fluids of another or other potentially infectious material while participating in the clinical education program at Training Site, Training Site agrees to provide the following services:

- Being seen by Training Site's employee health service and/or emergency department as soon as possible after the injury;
- Emergency medical care following the injury;
- Initiation of HBV, Hepatitis C (HCV) and HIV protocol;
- HIV counseling and appropriate testing.

The student will be responsible for the costs of any and all care, testing, counseling, and obtaining necessary follow-up care.

C. The source patient's HBV, HCV and HIV status will be determined by Training Site in the usual manner to the extent possible.

VIII. MISCELLANEOUS PROVISIONS

A. **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.

B. **Amendment.** This Agreement may be modified only by a subsequent written Agreement executed by the parties. The provisions in this Agreement may not be modified by any attachment or letter agreement as described elsewhere in this Agreement.

C. **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:

1. This Agreement;
2. Attachments to this Agreement in reverse chronological order.

D. **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.

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

(a) To College:
Jason Smith
Dean, Health Sciences & Public Safety
Everett Community College
2000 Tower Street
Everett, WA 98201

(b) To Training Site:
Teresa Main
Lake Stevens School District
12309 22nd Street NE
Lake Stevens, WA 98258

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.

F. Survival. College and Training Site expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.

G. 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 held to 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.

H. Waiver. Neither the waiver by any of the parties hereto 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 hereunder.

I. Inspection. Training Site will permit, on reasonable notice and request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of College.

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

Everett Community College

By [Signature]
Jason Smith
Dean, Health Sciences & Public Safety

11-18-14
Date

Lake Stevens School District

By [Signature], Assistant Superintendent
Name:
Title:

11/6/14
Date

