

HEALTH FACILITY AGREEMENT FOR PROVISION OF CLINICAL EXPERIENCE

FOR

COLUMBIA BASIN COLLEGE HEALTH SCIENCES PROGRAMS

January 1, 2020 to August 31, 2023

This Agreement is by and between Columbia Basin College (hereinafter, the "College") whose address is 2600 N. 20th Ave, Pasco, WA 99301, and Kennewick School District (hereinafter referred to as the FACILITY) whose address is 524 South Auburn Street, Kennewick, WA 99336 (hereinafter separately, the "party", together the "parties").

In consideration of the mutual promises contained herein, the parties agree as follows:

I. Purpose and Nature of the Program

- A. The purpose of this Agreement is for the Facility, which has an interest in and resources to provide clinical education experiences in health care delivery consistent with the College's educational program requirements (hereinafter, "clinical education program"), and the College, which desires such placement for its students, to establish the terms of the clinical education program.
- B. The College has developed a curriculum in Bachelor of Science Nursing, which requires that its students receive clinical educational experience in healthcare delivery as part of their educational preparation. The training provided at the Facility will provide students with clinical contact with patients of the Facility.
- C. The personnel supervising for the Facility and the College shall be as follows:

Facility Supervisor/Liaison:

Name: Jack Anderson
Address: 1000 W. 4th AVE
Kennewick, WA 99336
Phone: 509-222-6534
Fax: 509-222-5118
Email: jack.anderson@ksd.org

College Program Liaison:

Name: Paula Ochoa
Address: 2600 N. 20th Avenue MS-R2
Pasco, WA 99301
Phone: 509-544-8309
Fax: 509-544-2024
Email: pochoa@columbiabasin.edu

II. Responsibilities of the Facility

- A. Facility will designate in writing a clinical education Supervisor, who will maintain contact with the College-designated Liaison to ensure mutual participation in and review of the clinical education program and student progress. The Supervisor shall advise the College of any changes in its personnel, operation or policies, which may affect the clinical education program.**
- B. Facility will supervise and provide students with a desirable clinical education experience within the scope of health care services provided by Facility.**

The Facility shall retain full responsibility for the care of its patients/clients and maintain administrative responsibility for their care. The students and faculty shall carry out the directions of the Facility staff. In no event will the students direct the particular care to be given to the patients, and any contact by students with patients shall be under the supervision of the Facility staff or College faculty as expressly agreed upon by Facility. The Facility has the 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.

- C. Facility will provide students with access to appropriate resources for the clinical education program, including: (i) access to patients at Facility in an appropriately supervised environment, in which students can complete the College's curriculum; (ii) security badges or other means of secure access to patient care areas; (iii) access and required training for students in the proper use of electronic medical records or paper charts, as applicable; (iv) computer access; (v) secure storage space for student personal items when at Facility.**
- D. Students and faculty shall be subject to Facility policies and procedures, and applicable department rules and regulations, including, but not limited to, those relating to confidentiality of patients, Facility, and Facility records and information. The Facility 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.**
- E. The Facility shall notify the College of its dress code and student and faculty identification requirements. Each student will wear Columbia Basin College student photo identification while in the clinical environment.**
- F. Facility's parking, traffic and safety policies and procedures shall apply to students and faculty.**
- G. The Facility shall have the right to terminate the use of its facilities by any student or faculty member where flagrant or repeated violations of the Facility's rules, regulations, procedures or policies occur, and shall promptly notify the College of such student or faculty member and of such violation. 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 College. The Facility reserves the right to take immediate action, where necessary, to preserve safety and reputation, and to maintain its operations free from disruption and maintain quality of patient care. The Facility will immediately notify the College of such action.

- H. Facility will notify the College of its drug screening requirement policy for the clinical education program.
- I. Facility acknowledges and agrees that any information forwarded to it by the College regarding criminal background checks has been procured through a vendor which provides such services. The College does not certify the veracity of the records provided, and the obligation to conduct appropriate background checks and the liability for non-compliance remains the responsibility of Facility.
- J. At the discretion of the Facility, the student may participate in continuing education programs conducted for the Facility staff.
- K. On any day when a student is participating in the clinical education program at its facilities, Facility will provide to such student necessary emergency healthcare or first aid for accidents occurring in its facilities, according to the availability of such care at the Facility. The student will be responsible for the costs of all care. Except as provided in this Agreement, Facility will have no obligation to provide medical or surgical care to any student.
- L. Facility will permit, on reasonable notice and request, the inspection of clinical and related facilities by agencies charged with the responsibility for accreditation of the College.

III. Responsibilities of the College

- A. The College will designate a Liaison to coordinate with the Facility for the clinical education program. The College will notify Facility in writing of any change of its Liaison.
- B. The College shall, in advance, provide the Facility with a statement of objectives for the clinical program and with a description of the type of clinical experience desired.
- C. The College shall provide the Facility with advance listing of the names of students assigned to the clinical program.
- D. The College shall be responsible for academic aspects of the program, such as curriculum, grading, examinations, and academic record keeping.
- E. The College shall provide pre-clinical instruction to each student, and shall present for clinical experience at the Facility only those students who have satisfactorily completed the pre-clinical instructional program. Standards for clinical shall include, but not be limited to:

- I. **Current Basic Life Support Healthcare provider status, and successful completion of pre-clinical courses provided by the College; First Aid as applicable to the program; and approval of the program director for clinical education experience.**
 - II. **Safety Training Program at the time of assignment consistent with applicable OSHA and CDC regulations concerning "Occupational Exposure to Bloodborne Pathogens". The training program will include information about bloodborne pathogen diseases, pathogens, Exposure Control Plan, Hazard Communication Program, and Basic Life Support Certification.**
 - III. **HIPAA regulation competency**
- F. **The College will advise all students regarding confidentiality of patient/client records and patient/client information imparted during the clinical education program. The College also will advise all students that the confidentiality requirements survive the termination or expiration of this Agreement.**
 - G. **The College shall have full responsibility to conduct any student disciplinary proceedings and shall conduct the same in accordance with applicable policies, procedures, statutes, rules, and regulations.**
 - H. **Students and faculty shall comply with the policies and procedures of the Facility, including those accreditation agencies of the Facility.**
 - I. **The College will coordinate drug screening for students as required for acceptance into the clinical education program by Facility, or as mandated by state or federal law, or professional standards.**
 - J. **The College shall be responsible for completing required documentation prior to students being placed at the Facility, including:**
 - i. **Processing a national criminal background check;**
 - ii. **Criminal Disclosure Statement signed by the student;**
 - iii. **Confidentiality Agreement signed by the student;**
 - iv. **Completion of independent study packet "Annual Student Orientation & Safety Packet" signed by the student;**
 - v. **Documentation of vaccination/immune status for Hepatitis B, measles, mumps, rubella, varicella, flu and tetanus/pertussis, current PPD testing result (TB);**
 - vi. **Student Participation Agreement signed by the student;**
 - vii. **Verification of HIPAA regulations and competencies (post-test);**
 - viii. **Current CPR/BLS and First Aid cards;**
 - ix. **Verification of HIV/AIDS 7 hour Bloodborne Pathogen training; and**
 - x. **Statement of Responsibility signed by the student.**

- K. The College shall ensure that each student is covered by professional liability insurance in amounts not less than \$1,000,000 per occurrence or \$3,000,000 in the aggregate.
- L. The College will notify students that they are responsible for any and all costs of medical care, including the cost of care rendered due to injury while the student is engaged in the clinical education program. The College will encourage students to maintain health insurance to cover the cost of healthcare.
- M. The College will assign to Facility only those students who, to its knowledge, have not been, at any time, excluded from participation in any government-funded health care program, including but not limited to the Medicare or Medicaid programs; or have not otherwise been excluded from doing business with the federal government as provided in the list maintained by the United States General Services Administration (GSA) or the Department of Health and Human Services Office of Inspector General (OIG). The College shall notify Facility in the event that it receives notice that a student assigned to Facility is excluded from participation in any federally funded health care program during the clinical education program, and Facility may terminate student's placement at Facility.
- N. College will permit, on reasonable notice and request, the inspection of clinical and related records by agencies charged with the responsibility for accreditation of the Facility.

IV. Blood-Borne Pathogens

- A. The College will require that all clinical education program students receive the Hepatitis B (HBV) vaccine before assignment to Facility. Facility will provide personal protection equipment that is appropriate for the tasks assigned to College's students.
- B. If 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 Facility, Facility agrees to provide the following services:
 - i. Being seen by Facility's employee health service and/or emergency department as soon as possible after the injury;
 - ii. Emergency medical care following the injury;
 - iii. Initiation of HBV, Hepatitis C (HCV) and HIV protocol;
 - iv. HIV counseling and appropriate testing.
- C. In the event that Facility is unable to provide such emergency care, Facility will refer Student to the nearest emergency facility, or the students healthcare provider.
- D. The student will be responsible for all costs of any such care, testing and counseling.

- E. The source patient's HBV, HCV, and HIV status will be determined by Facility in the usual manner to the extent possible.

V. Status of the Students in the Facility

- A. The students assigned to this clinical program shall be considered students of the College and shall not be considered employees of the Facility, and thus, shall not receive compensation, nor be covered by Facility employee benefits. It is not the intent of the College to replace Facility personnel with students. This provision shall not be deemed to prohibit the employment of any such student by the Facility under separate employment agreement.
- B. Students will be required to sign a Student Participation Agreement attached hereto as Exhibit I, agreeing to observe applicable policies, procedures, rules, regulations, and instructions and directives of Facility supervisors, and acknowledging that they are not employees of the Facility, for purposes of compensation, benefits, workers' compensation, unemployment compensation, income tax withholding, Social Security, or any other purpose. In the event that the College updates the Student Participation Agreement, the College will provide the Facility Supervisor/Liaison with a copy of the updated Student Participation Agreement.

VI. Confidentiality of Information

- A. Facility's policies, procedures, manuals, materials, programs, advertising, marketing, and other such materials are proprietary to Facility and shall be maintained by the College and College's students in confidence. Proprietary information does not include information which:
 - 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 Facility, which is not bound by a confidentiality agreement; or
 - iii. Required to be disclosed by law.
- B. Proprietary information shall only be used in conjunction with the provision of services by students to Facility under this Agreement. No proprietary information shall be copied or provided to any third party without prior written consent of Facility. Upon termination of this Agreement, the College and/or student shall promptly return to Facility all proprietary information in its possession. Students shall not disclose information relating to patients, except in accordance with Facility's policies and applicable law.

- C. **Health Insurance Portability and Accountability Act (HIPAA).** For the purposes of access to patient medical information pursuant to the clinical education program and this Agreement only, students participating in the clinical education program are members of Facility's workforce within the definition of "health care operations" and, as provided for in the Privacy Rule of HIPAA. This paragraph applies solely to HIPAA privacy and security regulations applicable to Facility and, does not establish an employment relationship.
- D. **Family Educational Rights and Privacy Act (FERPA).** To the extent Facility maintains educational records related to students, Facility agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), to the same extent as such laws and regulations apply to the College and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, the College hereby designates Facility as a school official with a legitimate educational interest in the educational records of students to the extent that access to the College's records is required by Facility to carry out the clinical educational program.

VII. Indemnification and Liability Coverage

- A. Each party shall be responsible for the acts or omissions of its own employees, officers, agents, or students in performance of this Agreement. Neither party will be considered the agent of the other, and neither party assumes responsibility to the other for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement, other than students as provided herein.
- B. **College Indemnification.** The College hereby agrees to defend, indemnify, and save and hold harmless the Facility, its officers, directors, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including attorney's fees, that they incur, or for which suit against them is brought, due to the acts or omissions of: (1) the College or (2) any College employee, officer, agent, or student(s) for their activities under this Agreement. This indemnity does not apply to conduct of the College's employees or agents, while acting pursuant to the instruction of the Facility.
- C. **College's Statement of Self-Insurance.** The State of Washington, including all of its agencies and departments, is self-insured for all exposure to tort liability, property damage liability, and vehicle liability as provided for by the Office of Risk Management per the Revised Code of Washington, Chapter 43.19.760, et seq. As an agency of the State of Washington, all liability claims against the College must be filed with the Office of Risk Management for processing according to the provisions of Chapter 4.92 RCW et seq.
- D. **Facility Indemnification.** Facility hereby agrees to defend, indemnify, and save and hold harmless the College, its officers, directors, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including attorney's fees, that they incur, or for which

suit against them is brought, due to the acts or omissions of: (1) Facility or (2) any Facility employee, officer, or agent for their activities under this Agreement. This indemnity does not apply to conduct of the Facility's employees or agents, while acting pursuant to the instruction of the College.

- E. Facility Insurance. Facility will maintain professional liability coverage with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate (or an equivalent program of self-insurance).

VIII. Term of Agreement and Termination

- A. Term. The term of this Agreement shall commence on January 1, 2020 and be effective until August 31, 2023 and may be renewed thereafter by written agreement of the parties.
- B. Termination. This Agreement may be terminated, by either party, with or without cause, upon one hundred and twenty (120) days written notice.

IX. Notice

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party shall be in writing and shall be deemed duly served and given when served by: (a) personal delivery to the party to whom it is directed; (b) deposit in the United States mail as first-class certified mail, return receipt requested, postage paid; (c) overnight nationwide commercial courier service; or (d) e-mail transmission with a confirmation copy to be delivered by duplicate notice in accordance with any of the clauses above, to the party intended to receive the notice at the following addresses: Either party may change the address to which such written notices must be sent by notifying the other party of the change of address in the manner set forth above.

Columbia Basin College
Tyrone Brooks
Vice President for Administrative Services
2600 North 20th Avenue
Pasco, WA 99301

Kennewick School District
Douglas Christensen
Assistant Superintendent, Human Resources
524 South Auburn Street
Kennewick, WA 99336

X. Non-Exclusive Agreement

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

XI. No Compensation

There shall be no monetary compensation paid by either party to the other.

XII. Nondiscrimination Clause

The parties each specifically agree that each will carry out this Agreement in compliance with all applicable state and federal laws, including but not limited to, that no person shall be unlawfully excluded from participation in the Program on the basis of race, color, national origin, age, perceived or actual physical or mental disability, pregnancy, genetic information, sex, sexual orientation, gender identity, marital status, creed, religion, honorably discharged veteran or military status, or use of a trained guide dog or service animal,, as required by Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Educational Amendments of 1972, Sections 504 and 508 of the Rehabilitation Act of 1973, the Americans with Disabilities Act and ADA Amendment Act, the Age Discrimination Act of 1975, the Violence Against Women Reauthorization Act and Washington state's law against discrimination, Chapter 49.60 RCW and their implementing regulations. No provision of this Agreement shall prevent any patient from refusing to be a teaching patient or refusing treatment by students. No provision of this Agreement shall prevent any member of the Facility Medical Staff from designating any patient as a non-teaching patient.

XIII. General Provisions

- A. **Independent Capacity.** 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. No separate legal or administrative entity is intended by this Agreement. Each Party to this Agreement shall be responsible according to applicable local, state and federal laws for the acts or omissions of its own employees, officers, agents, or assigns in performance of this Agreement. The employees or agents of each Party who are engaged in the performance of this Agreement shall continue to be employees and agents of that Party and shall not be considered for any purpose to be employees or agents of the other Party. The parties expressly agree that nothing contained in this Agreement shall require the College or representatives to refer or admit any patients to, or order any goods or services from Facility.
- B. **Modifications.** 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.

- C. Waiver.** The failure of either Facility or the College 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 unless so stated in writing and signed by personnel authorized to bind the waiving party and attached to this Agreement.
- D. 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:
- a. 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;**
 - b. Has notified the other party of the specific provisions of this Agreement which it believes are impossible or impractical for it to carry out and the reason(s) for making that determination; and**
 - c. Has attempted, in good faith, following 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).**
- E. Records.** The parties to this Agreement acknowledge that as an agency of the State of Washington, the College is subject to the Public Records Act, RCW 42.56 et seq. If the College receives a public records request for this Agreement and/or for documents and/or materials provided to College under this Agreement, unless prohibited by law, generally such information will be a public record and must be disclosed to the public records requester. The College agrees to give written notice to Facility if the College intends to disclose this Agreement and/or documents and/or materials related to this Agreement. Such notice shall identify the third party receiving such information and the date the College plans to release the records. Each party will utilize reasonable security procedures and protections to ensure that records and documents provided by the other party are not erroneously disclosed to third parties. Subject to the statute of limitations at RCW 4.16.040, records pertaining to this Agreement shall be retained by the parties for a minimum of six (6) years after the expiration or final performance of this Agreement, whichever is later.

- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. Regulatory Compliance.** Neither party will knowingly or intentionally engage in conduct which violates applicable federal or state law, including but not limited to the prohibition against fraud and abuse in connection with Medicare and Medicaid programs (42 US Section 1230-7b).
- K. Venue.** The venue of any action arising out of this Agreement shall be in Franklin County, Washington.
- L. Governing Law.** This Agreement shall be interpreted in accordance with and governed by the laws of the State of Washington.
- M. Use of Name Prohibited.** Facility shall not make use of the College's name in any subsequent advertising or customer-recruiting activities without the College's prior written approval.
- N. Force Majeure.** 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.
- O. Severability.** If any provision of this contract or any provision of any document incorporated by reference shall be held to be invalid, such invalidity shall not affect the remaining provisions of this contract if they can remain in effect without the invalid provision, and conform to all applicable laws.

- P. 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.
- Q. Section Headings. The headings of sections or paragraphs in this Agreement are for reference only and shall not affect the meaning of this Agreement.
- R. Survival. The College and Facility expressly intend and agree that the indemnification and insurance provisions of this Agreement will survive the termination of this Agreement.

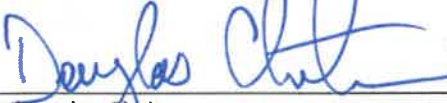
IN WITNESS WHEREOF, the parties have signed this Agreement by their duly authorized representatives, all necessary approvals of each institution having been obtained.

Columbia Basin College

Kennewick School District
(Health Agency)



Tyrone Brooks
Vice President Administrative Services



Douglas Christensen
Assistant Superintendent, Human Resources



Mary Hoerner
Dean for Health Sciences



Jack Anderson
K-12 Student Services Director

EXHIBIT I

**CLINICAL EDUCATION PROGRAM
STUDENT PARTICIPATION AGREEMENT**

I, (please print) _____, a student enrolled in a Columbia Basin College Health Science Program attending a clinical education program at a contracted facility, agree to observe applicable policies, procedures, rules, regulations, instructions and directives of my assigned clinical education facility.

I acknowledge and agree to comply with all privacy, security, confidentiality, consent, access and disclosure requirements, including all documentation and access requirements, of applicable federal and state law, rules and regulations, including, without limitation, the Washington State Health Care Information Act (RCW 70.02) and the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §1320d (HIPAA). I further acknowledge and agree that such confidentiality requirements survive the termination or expiration of this Agreement.

I acknowledge and agree that I am responsible for the cost of any and all health care, including care rendered due to injury while I am engaged in the activities of the clinical education program.

I certify that I have not been, at any time, excluded from participation in any government-funded health care program, including but not limited to, Medicare or Medicaid, or convicted or found to have violated any federal or state fraud and abuse law or illegal remuneration law.

I acknowledge and agree that my assignment to any clinical education facility in connection with CBC's Health Science Program is for training and educational purposes only, and neither implies that I am an employee of the clinical education facility, nor entitles me to receive compensation, benefits, workers compensation, unemployment compensation, income tax withholding, social security, or any other compensation or employment benefits for my participation in the clinical education program or CBC's Health Science Program. This provision excludes CBC students enrolled in the Healthcare Central Service Technology Program (HCST) who may, as expressly agreed upon by the clinical education facility and the HCST Program Director, apply their work experience at the clinical education facility to the HCST program.

Student Signature: _____

Date: _____

Student Name: _____

SID No. _____

