

## **UNIFORM CLINICAL TRAINING AFFILIATION AGREEMENT**

This AGREEMENT is between GONZAGA UNIVERSITY SCHOOL OF NURSING AND HUMAN PHYSIOLOGY (the "SCHOOL") and **Northwest Educational Service District** (the "HOST AGENCY") with respect to a clinical training experience for one or more of the SCHOOL'S students.

WHEREAS, the parties hereto desire to cooperate in establishing a continuing educational relationship to assist in the education of students by the SCHOOL whereby the SCHOOL may utilize the education experience offered by the clinical facilities of the HOST AGENCY, which facilities the HOST AGENCY shall make available to the SCHOOL; and

WHEREAS, HOST AGENCY operates a facility with the capacity to provide a site for clinical teaching and practical education for students enrolled in SCHOOL to improve the quality of care while providing an environment conducive to education, to improve its recruitment ability, to improve its public image, and to establish an affiliate clinical program consistent with the values and needs of HOST AGENCY; and

WHEREAS, the SCHOOL desires to obtain for its students through the HOST AGENCY the benefit of education and experience needed by them in meeting their required program objectives of providing students with the necessary clinical experience to prepare them for nursing careers, providing students and faculty with the opportunity to stay current in the nursing field, and to maintain strong ties to area hospitals; and

WHEREAS, neither party intends for this AGREEMENT to alter in any way its respective legal rights or its legal obligations to any third party;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

### **A. Responsibilities of the SCHOOL**

1. The SCHOOL will use its best efforts to prepare students selected for participation in the clinical training program for effective participation in the clinical training phase of their overall education.
2. The SCHOOL will retain ultimate responsibility for the education of its students.
3. The SCHOOL will inform all students assigned to the HOST AGENCY facilities regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. The SCHOOL will inform all students that the confidentiality requirements survive the termination or expiration of this AGREEMENT. The SCHOOL will provide the HOST AGENCY with written verification this have been provided.

4. The SCHOOL will require all participating students to maintain health insurance and provide proof of health insurance to the School. The HOST AGENCY may request the student provide proof of insurance prior to the beginning of the training experience.

5. (a) The SCHOOL will require all participating students to have passed a criminal background check.

(b) SCHOOL will also require all students and faculty who enter the HOST AGENCY for clinical experience/supervision to have documented appropriate immunizations on file with the SCHOOL, and a history of a 2-step negative Mantoux with annual 1-step negative tests, or a negative Chest X-ray; CPR certification; testing for Rubella, Rubeola, Chicken Pox, Mumps, and Hepatitis B; and annual influenza vaccine.

(c) If applicable, the HOST AGENCY shall notify the student of any requests for evidence of criminal background check or immunizations/testing. It is the student's responsibility to provide evidence to the HOST AGENCY of any required criminal background checks or immunizations. The HOST AGENCY will inform students that they may be required to undergo a drug test pursuant to the HOST AGENCY'S policies and practices, and that the cost of any drug test will be paid by the student, if not the HOST AGENCY.

6. The SCHOOL will advise students that they are required to comply with HOST AGENCY rules, regulations, and procedures.

7. If requested by the HOST AGENCY, the SCHOOL will provide instruction to the HOST AGENCY'S staff with respect to the evaluation/performance of all the SCHOOL'S students at the HOST AGENCY.

8. The SCHOOL will provide upon request the HOST AGENCY a Certificate of Insurance of professional liability insurance coverage in limits of at least One Million Dollars (\$1,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) in aggregate claims per year for nurse faculty members and students who shall participate in the program described by the AGREEMENT. By virtue of this contract, the SCHOOL warrants and represents to the HOST AGENCY that its faculty members and students are insured.

## **B. Responsibilities of the HOST AGENCY**

1. The HOST AGENCY has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, the HOST AGENCY will provide students and faculty with access to appropriate resources for nursing student education including: (a) access to patients at HOST AGENCY facilities in an appropriately supervised environment, in which the students can complete the SCHOOL's curriculum; (b) student security badges or other required security access to patient care areas; (c) access and required training for nursing students in the proper use of electronic medical records or paper charts, as applicable; (d) computer access; and (e) some secure storage space for personal items of student when at the HOST AGENCY.

2. The HOST AGENCY will retain full responsibility for care of the patients and will maintain administrative and professional supervision of students insofar as their presence and program assignments affect the operation of the HOST AGENCY and its care, direct and indirect, of patients.

3. The responsibility of the HOST AGENCY for patient care should not diminish or preclude opportunities for students to undertake patient care duties under appropriate supervision.

4. The HOST AGENCY staff will, upon request, assist the SCHOOL in the evaluation of the learning and performance of participating students by completing evaluation forms provided by and returned to the SCHOOL in a timely fashion.

5. The HOST AGENCY will provide for the orientation of SCHOOL's participating students as to the HOST AGENCY'S rules, regulations, procedures, and policies of the HOST AGENCY.

6. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e. needle stick) while at the HOST AGENCY, the HOST AGENCY will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by HOST AGENCY's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that HOST AGENCY does not have the resources to provide such emergency care, HOST AGENCY will refer such student to the nearest emergency facility. The student will be responsible for any charges thus generated.

7. HOST AGENCY, its employees, agents and representatives shall maintain in confidence student files and personal information and limit access to only those employees or agents with a need to know and agrees to comply with the Family Educational Rights and Privacy Act, to the same extent as such laws and regulations apply to the SCHOOL. For the purposes of this AGREEMENT, pursuant to FERPA, SCHOOL hereby designates HOST AGENCY as a school official with a legitimate educational interest in the educational records of the student(s) who participate in the Program to the extent that access to the records is required by HOST AGENCY to carry out the Program.

8. Upon request, the HOST AGENCY will provide proof that it maintains liability insurance in an amount that is commercially reasonable.

9. The HOST AGENCY will provide written notification to the SCHOOL promptly if a claim arises involving a student.

10. The HOST AGENCY will resolve any situation in favor of its patients' welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed. The HOST AGENCY will notify the SCHOOL'S course director if such an action is required.

11. The HOST AGENCY shall identify a site coordinator from among its staff who will communicate and cooperate with the SCHOOL's faculty regarding the clinical training experience.

### **C. Mutual Responsibilities**

1. Representatives for each party will be established on or before the execution of this AGREEMENT.

2. The parties will work together to maintain an environment of high quality patient care. At the request of either party, a meeting (in person or by phone) will promptly be held between SCHOOL and HOST AGENCY representatives to resolve any problems or develop any improvements in the operation of the clinical training program.

3. The SCHOOL will provide qualified and competent individuals in adequate number for the instruction and supervision of students using the SCHOOL facilities. The HOST AGENCY will provide qualified and competent faculty members in adequate number for the instruction and supervision of students using the HOST AGENCY facilities.

4. The SCHOOL and the HOST AGENCY will not discriminate against any person on the basis of race, color, religion, national origin, sex, marital status, sexual orientation, gender identity, age, disability, veteran status, or any other non-merit factor in employment, educational program, or activities that it operates.

5. The SCHOOL, including its faculty, staff, and students, and HOST AGENCY share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. HOST AGENCY shall require its faculty and staff who interact with students to adhere to the expectations set forth in Exhibit A, and communicate student violations to the SCHOOL. SCHOOL agrees to inform its students of the expectations set forth in Exhibit A.

6. The HOST AGENCY may request the removal of any student whom the HOST AGENCY determines is not performing in accordance with its applicable administrative and patient care policies, procedures, rules, and/or regulations. Such request must be in writing, and must include a statement of the reason or reasons why HOST AGENCY desires to have the student removed. The student must be afforded by the SCHOOL an opportunity to respond in writing to the statements. However, HOST AGENCY may immediately remove from the premises any student who poses an immediate threat or danger to personnel or to the quality of medical services, or for unprofessional behavior. The HOST AGENCY will notify the appropriate office of the SCHOOL if such an action is required. The SCHOOL may terminate a student's participation when, in its sole discretion, further participation by the student would no longer be appropriate. The SCHOOL will notify the HOST AGENCY if such action is required

**D. Term and Termination**

This AGREEMENT will commence as of the date first written above and will continue indefinitely or until terminated. This AGREEMENT may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, students then scheduled to HOST AGENCY will be permitted to complete any previously scheduled clinical assignment at HOST AGENCY.

**E. Employment Disclaimer**

The students participating in the program will not be considered employees or agents of the HOST AGENCY or SCHOOL for any purpose. Students will not be entitled to receive any compensation from HOST AGENCY or SCHOOL or any benefits of employment from HOST AGENCY or SCHOOL, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. HOST AGENCY will not be required to purchase any form of insurance for the benefit or protection of any student of the SCHOOL.

**F. No Agency Relationship Between the Parties**

Nothing in this AGREEMENT is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

**G. Assignment**

This AGREEMENT will not be assigned by either party without the prior written consent of the other.

**H. Notices**

All notices or other communications provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, at the respective addresses identified below:

**TO SCHOOL:**

Gonzaga University  
Attn: Ana Chávez  
502 East Boone Ave.  
Spokane, WA 99258-0102

**TO HOST AGENCY:**

Northwest Educational Service District  
Attn: Lorali Grey  
1601 R Avenue  
Anacortes, WA 98221

**I. Review**

This AGREEMENT shall be subject to review by the SCHOOL and HOST AGENCY every three (3) years. Any modification to this AGREEMENT proposed during said review must be consented to in writing by both SCHOOL and HOST AGENCY.

**J. Indemnification**

Each party to this AGREEMENT shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, agents or its officers. 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.

**K. No Payments**

No payments shall be made between the parties or to the students in connection with this AGREEMENT.

**L. Severability**

The invalidity of any provision of this AGREEMENT will not affect the validity of any other provisions.


**M. Headlines**

Headlines in this AGREEMENT are for convenience only.

**N. Entire Agreement**

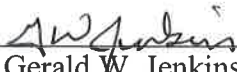
This AGREEMENT contains the entire agreement between the parties hereto and supersedes any and all prior negotiations, commitments, agreements and understandings between the parties. No amendment, consent or waiver of terms of this AGREEMENT shall bind either party unless in writing and signed by both parties. Any such amendment, consent or waiver shall be effective only in the specific instance and for the specific purpose given. The parties, by the signature below of their authorized representatives, acknowledge having read and understood the AGREEMENT and agree to be bound by its terms and conditions.

**SCHOOL: GONZAGA UNIVERSITY, SCHOOL OF NURSING AND HUMAN  
PHYSIOLOGY**

By:   
Patricia O'Connell Killen, PhD  
Academic Vice President  
502 E. Boone Ave.  
Spokane, WA 99258-0099

Date: 12-23-14

**HOST AGENCY: Northwest Educational Service District**

By:   
Dr. Gerald W. Jenkins  
Superintendent  
1601 R Avenue  
Anacortes, WA 98221

Date: 12/17/14

## **EXHIBIT A**

### **TEACHER-LEARNER EXPECTATIONS**

Among the many missions of the SCHOOL is the education of nurses. Our students have gone through a rigorous selection process and represent a group of highly skilled and academically well-prepared students. The SCHOOL holds in high regard professional behaviors and attitudes, including altruism, integrity, respect for others and a commitment to excellence. All members of the SCHOOL community, including students, faculty, staff, and administrators, are held to high standards in these areas.

Effective learning is best fostered in an environment of mutual respect between teachers and learners. In the context of nursing education the term “teacher” is used broadly to include peers, faculty members, clinical preceptors, nurses and ancillary support staff, as well as others from whom students learn. Students and teachers share the challenge of learning and teaching not only the art and science of nursing, but also the acquisition of behaviors and value systems that characterize the ideal nurse.

This AGREEMENT serves both as a pledge and a reminder to teachers and students that their conduct in fulfilling their mutual obligations is the medium through which the profession perpetuates its ethical values.

### **GUIDING PRINCIPALS**

**Duty:** Nurse educators have a duty not only to convey the knowledge and skills required for delivering the profession’s standard of care but also to instill the values and attitudes required for preserving the nursing profession’s social contract with its patients.

**Integrity:** Learning environments that are conducive to conveying professional values must be based on integrity. Students learn professionalism by observing and emulating role models who epitomize authentic professional values and attitudes.

**Respect:** Respect for every individual is fundamental to the ethic of nursing. Mutual respect between students, as novice members of the profession, and their teachers, as experienced and esteemed professionals, is essential for nurturing that ethic. Given the inherently hierarchical nature of the teacher/learner relationship, teachers have a special obligation to ensure that students are always treated respectfully.



## RESPONSIBILITIES OF TEACHERS AND LEARNERS

**Teachers (including faculty, clinical preceptors, agency nurses and ancillary support staff) should:**

- Treat students fairly, respectfully and without bias related to age, race, gender, sexual orientation, religion, disability or country of origin
- Maintain high professional standards in all interactions with patients, students, colleagues and staff
- Be prepared and on time
- Provide relevant and timely information
- Provide explicit learning and behavioral expectations early in a course
- Provide timely, focused, accurate and constructive feedback on a regular basis
- Display honesty, integrity and compassion
- Practice insightful (Socratic) questioning, which stimulates learning and self-discovery and avoid overly aggressive questioning which may be perceived as hurtful, humiliating, degrading or punitive
- Provide thoughtful and timely evaluations at the end of a course
- Solicit feedback from students regarding their perception of their educational experiences and personal interactions
- Encourage students who experience mistreatment or who witness unprofessional behavior to report the facts immediately (to a trusted faculty or a staff member) and, to the extent possible, treat all such reports as confidential, recognizing that there could be legal obligations to further disclose and investigate such reports.

**Students should:**

- Be courteous to teachers and fellow students, employees of the HOST AGENCY, patients and their families and visitors, and anyone else they interact with at the clinical site
- Be prepared and on time
- Be active, enthusiastic, curious learners who work to enhance a positive learning environment
- Demonstrate professional behavior in all settings
- Recognize that not all learning stems from formal and structured activities
- Recognize their responsibility to establish learning objectives and to participate as an active learner
- Demonstrate a commitment to life-long learning, a practice that is essential to the profession of nursing
- Recognize personal limitations and seek help as needed
- Display honesty, integrity and compassion; these attributes include the responsibility for reporting dishonest behavior to the appropriate individual
- Recognize the privileges and assume the responsibilities coming from the opportunity to work with patients in clinical settings
- Recognize the duty to place patient welfare above their own
- Recognize and respect patients' rights to privacy and maintain confidentiality as to patient records and information
- Provide teachers and the School of Nursing and Human Physiology with constructive feedback that can be used to improve the educational experience
- Solicit feedback on their performance and recognize that constructive feedback is essential to the learning process

## **Relationships between Teachers and Students**

Students and teachers should recognize the special nature of the teacher-learner relationship which is in part defined by professional role modeling, mentorship, and supervision. There is a power differential, as expressed by the fact that teachers often evaluate student performance and the results of their evaluation may affect the student's future. Conversely, students evaluate the quality of their teachers and this can, to a lesser degree, affect the teacher's future.

Because of the special nature of this relationship, students and teachers should strive to develop their relationship as one characterized by mutual trust, acceptance and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries. Managing boundaries, understanding the slippery slope of behaviors which can lead to the perception of a boundaries violation, and avoiding major boundary violations is crucial to a good teacher/student relationship. Boundary violations or actions that may give the appearance of a boundary violation should routinely be avoided. A partial list may include:

- Romantic involvements
- Business relationships, other than those that might emerge from joint educational projects
- Social contacts outside of the realm of learning or education
- Faculty or students accepting services or personal favors from each other, e.g., baby sitting, house sitting, pet care, and work in the office.
- Accepting substantial gifts
- Special treatment of a student that differs substantially from the usual teacher-learner relationship with other students
- Making exceptions for students because they are attractive or appealing