



Student Affiliation Program Agreement January 1, 2007 to December 31, 2008

This is an agreement ("Agreement") between Providence Health System - Oregon, d/b/a Providence ("Hospital") and Portland Community College ("Student Affiliation Program").

Hospital owns and operates licensed facilities in Portland, Newberg, Hood River, Seaside, and Medford, Oregon that offers a full range of hospital services. Hospital is willing to provide educational experience to students of Student Affiliation Program in accordance with the terms of this Agreement. Student Affiliation Program desires to use the Hospital as an opportunity for its students to obtain educational experience as required by their curriculum.

The consideration for this Agreement is the mutual promises contained in this Agreement and the mutual benefits expected from entering into this Agreement.

1. Responsibilities of the Hospital

1.1 Clinical Instruction. Hospital shall provide suitable experience for students as prescribed by the Student Affiliation Program's curriculum and in accordance with any written objectives provided by Student Affiliation Program to Hospital. Services will be provided in compliance with the directions of the Hospital, Hospital manuals, policies and procedures, the standards and recommendations of the Joint Commission on Accreditation of Healthcare Organizations, the applicable standards of relevant professional societies, and applicable local state and federal regulations. No education shall be offered by Hospital with respect to procedures that are contrary to the Providence Health System Mission and Core Values and the Roman Catholic moral tradition as articulated in such documents as The Ethical and Religious Directives for Catholic Health Care Services. Students will be assigned to Hospital upon the mutual agreement of Hospital and Student Affiliation Program. Hospital will inform appropriate personnel about the role of students and provide identification or security clearances, where appropriate. Hospital retains full responsibility for the care of its patients. Students will receive no monetary compensation under terms of this Agreement, and are not deemed an employee under Worker's Compensation statutes.

1.2 Hospital Personnel. Hospital will designate appropriate personnel to coordinate the student's educational experience. This will involve planning between responsible Student Affiliation Program faculty and designated Hospital personnel for the assignment of students to specific cases and experiences, including selected conferences, clinics, courses and programs conducted under the instruction of the Hospital. Hospital will designate and submit in writing to the Student Affiliation Program the name and professional and academic credentials of a person to be responsible for the Student Affiliation Program. That person will be known as the clinical coordinator for clinical education (CCCE).



1.3 Inspection. Hospital will permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of the Student Affiliation Program.

1.4 Exclusion of Students. Hospital reserves the right to terminate the continuation of any student who is not complying with applicable Hospital policies, procedures or directions from Hospital personnel or physicians involved in the Student Affiliation Program or who is deemed by Hospital not to have adequate qualifications or ability to continue in the program, or the health of the student does not warrant a continuation at Hospital, or whose conduct interferes with the proper operation of Hospital.

1.5 Emergency Care. Hospital shall provide necessary emergency care or first aid required by an accident occurring at Hospital for students participating under the terms of this Agreement, and, except as herein provided, Hospital shall have no obligation to furnish medical or surgical care to any student. The student bears responsibility for the cost of such care as well as any follow-up care.

1.6 Regulations. Hospital will provide the student with access to the written regulations that will govern the student's activities while at Hospital.

1.7 Records and Reports. Hospital will maintain records and reports on each student's performance as specified by each program and provide an evaluation to the Student Affiliation Program on forms provided by the Student Affiliation Program.

2. Responsibilities of the Student Affiliation Program

2.1 Publications. The Student Affiliation Program will prohibit the publication by the students any material relative to their learning experience that has not been approved for release for publication by both Hospital and the Student Affiliation Program.

2.2 Clinical Experiences. It shall be the responsibility of the clinical coordinator of clinical education of the Student Affiliation Program, after consultation with Hospital, to help plan the clinical educational program for student clinical experiences.

2.3 Program Description. Student Affiliation Program will provide Hospital with an annual announcement or description of the program, curriculum and objectives to be achieved at Hospital.

2.4 Student Compliance. Student Affiliation Program will assure that students abide by the policies of Hospital while using Hospital facilities, including policies related to confidentiality of patient information. Student Affiliation Program shall immediately report any errors in accordance with Hospital procedures. Student Affiliation Program will assure that students do not copy or remove confidential



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information from Hospital premises. Students will be expected to conduct themselves in a professional manner; their attire as well as their appearance will conform to the accepted standards of Hospital. Student Affiliation Program will assure that students are educated regarding universal precautions, blood-borne pathogens, and other appropriate OSHA standards prior to coming to Hospital.

- 2.5 Student Qualifications. Student Affiliation Program will assign to Hospital only those students who have satisfactorily completed the prerequisite didactic portion of the University's 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.

2.6 Drug Screening.

PHS is committed to providing a safe, healthy, and drug-free environment. Unauthorized use, possession, and/or manufacture of mind-altering drugs and alcohol are prohibited at all PHS locations. School therefore agrees to assume the responsibility and cost associated with ensuring that all student affiliates have passed a 5-panel pre-employment drug screen prior to beginning any PHS assignment.

2.7 Student Health.

Hepatitis B:

- (a) Written documentation of completion of Hepatitis B series or declination statement.
- (b) Laboratory evidence of Hepatitis B status

Measles, Mumps, Rubella:

For individuals born after 1956, written documentation of:

- (a) Two doses of measles vaccine on or after the first birthday, plus one dose of mumps vaccine and one dose of rubella vaccine OR,
- (b) Laboratory evidence of immunity (a positive titer for measles, mumps and rubella antibody)

Varicella:

- (a) Proof of disease OR,
- (b) Written documentation of Varicella vaccine OR,
- (c) Laboratory evidence of immunity (a positive Varicella titer)

TB Surveillance:

- (a) Written documentation of a negative tuberculin skin test (Mantoux) within the past year OR,
- (b) If TB test positive, written documentation of negative chest x-ray and Negative Symptom Review in the past year



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Student Affiliation Program will assure that students have up-to-date immunizations for Hepatitis B, Diphtheria and Tetanus, and will demonstrate either a negative skin test or chest x-ray for Tuberculosis before beginning the Student Affiliation Program. Student Affiliation Program will have on file, records of positive titer or of immunization administered after 1967 for Rubella and Rubeola for each student born after 1956.

Student Affiliation Program will further make available to PHS-OR any and all such documents in the original for PHS-OR inspection. Such inspection will take place at the Student Affiliation Program; twenty-four (24) hours notice is required.

2.8 Scheduling. The days and hours of experience are to be planned by the faculty of Student Affiliation Program in consultation with the CCCE?

2.9 Pre-Placement Checks.

(a) Student Affiliation Program requires students to obtain a criminal background check pursuant to applicable "Child and Adult Abuse Laws and in compliance with the Background Check Policy for Providence Health System - Oregon." Student Affiliation Program agrees to provide Hospital with a copy of the criminal background check results only in the event of adverse information. Student Affiliation Program acknowledges that placement of each student at Hospital is contingent upon provision of the criminal background check results dated less than two years prior to the commencement of the Student Affiliation Program placement.

(b) Student Affiliation Program shall perform an excluded provider search on the Office of Inspector General List of Excluded Individuals/Entities (<<http://oig.hhs.gov/fraud/exclusions/listofexcluded.html>>) and the General Services Administration Excluded Parties List (<<http://epls.arnet.gov/>>) for any students providing treatment, care or services at Hospital. Evidence that each student is not on the above mentioned excluded provider list is a condition precedent to Student Affiliation Program placement.

2.10 HIPAA. Both parties recognize the importance of the HIPAA regulations in maintaining security, privacy, and confidentiality of patient information. Therefore to the extent each party's business functions are governed by the HIPAA transaction, security, and/or privacy regulations, each party shall have appropriate organizational and technical policies, procedures, and safeguards in place to comply with the applicable provisions of the HIPAA regulations as they are enacted. The Student Affiliation Program and PHS-OR agree that a HIPAA Business Associate Agreement is not necessary in addition to the Student Affiliation Agreement.

Student Affiliation Program therefore agrees to assume responsibility and cost for conducting HIPAA Privacy Regulations training for ALL students provided to PHS-OR by Student Affiliation Program prior to providing clinical education.

Student Affiliation Program therefore agrees to assume responsibility and for conducting HIPAA Privacy Regulations training for students provided to PHS-OR by Student Affiliation Program prior to providing clinical education.



PHS-OR provides to Student Affiliation Program a) HIPAA DVD, b) Privacy Brochure, c) Information Security Brochure; and d) Verification Checklist as follows:

Students – Nursing and Allied Services, and Student Observers

Regardless of the period of experience, i.e. one day to many days clinical experience

- HIPAA –DVD – to be viewed by all students prior to his/her first day of education affiliation. Student Affiliation Program accountable for students viewing video.
- HIPAA Privacy Brochure and the HIPAA Information Security Brochure – to be reviewed by all students prior to his/her first day of education affiliation. Student Affiliation Program accountable for students reviewing brochures.
- Student Background Check Verification Letter with Signature – Signed copy of this verification is given to the department manager on his/her first day of educational experience.

3. Insurance

Student Affiliation Program shall maintain, in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, professional and general liability insurance for itself and those students participating in the Student Affiliation Program, and shall name Hospital as an additional insured with respect to any risks that are the responsibility of Student Affiliation Program or its students under the terms of this Agreement. Student Affiliation Program shall also maintain health insurance for its students. Student Affiliation Program shall provide Hospital with a certificate of insurance evidencing the coverage required by this Agreement.

4. Indemnity

Each party to this Agreement shall be responsible for claims and damages to persons or property resulting from acts or omissions on the part of itself, its employees, 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. Neither party to this Agreement shall be considered the agent of the other party.

5. Term and Termination

- 5.1 Term. This Agreement will be in effect for two years, beginning January 1, 2007 and ending December 31, 2008. This Agreement may be renewed for additional two-year terms upon the written agreement of both Hospital and Student Affiliation Program.



5.2 Termination. Either party may terminate this Agreement at any time by giving 30 days written notice of termination to the other party. If Hospital terminates this Agreement by giving such notice to Student Affiliation Program, students currently participating in the Student Affiliation Program at Hospital will be allowed to complete the program.

6. Nondiscrimination

Hospital and the Student Affiliation Program agree that neither will discriminate in the performance of this Agreement against any individual on the basis of age, sex, race, color, religious belief, national origin or physical handicap.

7. Non-Assignability

Neither party may assign the rights or the duties of this Agreement without the prior written approval of the other party.

8. Notices

When required by the terms of this Agreement, the parties shall give notice by personal delivery or by Certified Mail, return receipt requested, postage prepaid, and addressed as indicated below:

To Hospital: Providence Health System - Oregon
1235 NE 47th, Suite 200
Portland, Oregon 97213

To Student Affiliation Program: Portland Community College
PO Box 6119, WTC-1513
Aloha, OR 97007-0119



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SIGNATURES:

HOSPITAL:

PROVIDENCE HEALTH SYSTEM - OREGON

d/b/a Providence

By: Lisa Marie May *Lisa M May*

Its: Regional Employment Manager

Date: 4/17/07

Student Affiliation Program:

Portland Community College

By: *[Signature]*

Its: _____

Date: _____