

STUDENT AGREEMENT

This Student Agreement made and entered into this 8th day of April, 2021, by and between **Western Washington University** (hereinafter "School"), an institution of higher education, and **St. Louis Children's Hospital** ("Facility"), a Missouri non-profit public benefit corporation.

School, in conferring credentials upon its students, must provide and certify completion of certain practical learning and/or clinical experience, some of which may involve interaction with patients; and

School desires that certain of its **Audiology** students ("Students"), and when appropriate certain of its faculty members, be permitted to visit and utilize the premises of Facility to afford such Students the opportunity to have practical learning and clinical experiences at Facility; and

Facility recognizes the need for and desires to aid in the educational development of nursing and/or ancillary health professionals, and is an operating facility for the provision of health care services to its patients, and is willing to permit School's faculty and Students to participate in providing some of those services at its premises to the extent it is reasonable, proper, and professionally acceptable for them to do so.

It is understood and agreed upon by the parties hereto, as follows:

1. DUTIES OF SCHOOL

Prior to assigning Students to Facility, School shall:

- A. Designate a member of its faculty ("Faculty Coordinator") to coordinate this Agreement with a designated member of Facility's staff. The coordination shall include on-site visits when practical and a continuing exchange of information on progress of the program;
- B. Recommend for affiliation only those Students who have successfully completed all necessary requirements of School's educational program and any appropriate professional requirements, and who have knowledge and skills consistent with an ability to properly discharge the clinical duties or functions associated with the clinical experiences in which the Students will participate;
- C. Be responsible for orienting Students to those applicable policies and procedures provided by Facility to School, and to such other policies, procedures, rules and regulations as School deems appropriate;
- D. Provide Facility with the names, health status reports, including records of any immunizations required by Facility, and other pertinent information about each Student to be assigned to Facility before the beginning date of the Student's assignment at Facility;
- E. Obtain Facility's approval of Students and periods of affiliation;
- F. Advise Students to maintain the confidential nature of all information which may come to them with regard to patients and Facility records during the duration of the program and obtain from each Student a Compliance and Confidentiality Acknowledgement in the form attached to and made a part of this Agreement as Exhibit 1 and such other confidentiality statements as are reasonably necessary in accordance with Facility policy;
- G. Keep all records and reports on each Student's experience;

- H. Represent and certify that its teaching program for Students involved under this Agreement is accredited by the **American Speech-Language-Hearing Association** and that School is responsible for notifying Facility within ten (10) days in the event such accreditation is canceled, withdrawn or otherwise terminated;
- I. Obtain evidence of health insurance from each Student prior to that Student's assignment at Facility; and
- J. Verify that each Student has completed and passed the requirements noted in the BJC Guidelines Re: The Joint Commission Standard HR.1.20, attached hereto as Exhibit 2 and incorporated herein by reference, prior to such Student participating in any clinical activities at Facility's premises.

2. DUTIES OF FACULTY COORDINATOR

School, through the Faculty Coordinator, shall:

- A. Select, in cooperation with designated Facility personnel, the appropriate clinical experiences for Students;
- B. Guide, coordinate and evaluate Students' performance at all times while Students are affiliated with Facility; and
- C. Meet with Facility personnel prior to and following Students' affiliations, and at such times as either party shall deem appropriate, to evaluate Students' performance and clinical experiences.

3. DUTIES OF FACILITY

During this Agreement Facility shall:

- A. Provide practical learning and/or clinical experiences to Students assigned to Facility at Facility's discretion;
- B. Maintain primary responsibility at all times for patient care and total health services;
- C. Consult with Faculty Coordinator in the selection of any appropriate clinical experiences for Students;
- D. Provide physical space for faculty members and Students to hold conferences and for their apparel and personal effects;
- E. Provide School with any applicable policies and procedures and inform School, through the Faculty Coordinator, of any new applicable procedures and/or policies or any changes in procedures and/or policies which may affect the affiliation described hereunder; and
- F. Allow Students to perform clinical services only when under the supervision of a registered, licensed or certified **Audiologist**, who shall be registered, certified or licensed in the discipline for which School is seeking clinical experiences for Students. Students shall work, perform assignments, participate in ward rounds, clinics, staff meetings, and in-service educational programs at the discretion of their supervisors designated by Facility.

4. TERMINATION OF STUDENT AFFILIATION

Upon the request of Facility, School shall immediately withdraw a Student or School faculty member from Facility in the sole discretion of Facility, with or without cause; provided, however, Facility shall provide School with written notice thereof within a reasonable time following the request for removal.

5. INSURANCE AND INDEMNIFICATION

- A. For Students affiliating with Facility under this Agreement, School will (1) obtain and maintain in full force and effect for each faculty member assigned to Facility, throughout their clinical affiliation with Facility, professional liability insurance in minimum amounts of not less than One Million Dollars (\$1,000,000) per occurrence on an occurrence basis, Three Million Dollars (\$3,000,000) annual aggregate; and (2) require and ensure that each Student assigned to Facility, obtains and maintains, throughout their clinical affiliation with Facility, professional liability in minimum amounts of not less than One Million Dollars (\$1,000,000) per occurrence on an occurrence basis, Three Million Dollars (\$3,000,000) annual aggregate.
- B. In addition, School shall (1) obtain and keep in force, without lapse, general liability insurance for School and all employees and faculty members participating in training programs at Facility in the minimum limits of One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual aggregate, on an occurrence basis; and (2) require and ensure that each Student participating in the training programs at Facility maintain and obtain general liability insurance in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual aggregate, on an occurrence basis.
- C. School shall also maintain through the term of this Agreement, at its sole cost and expense, workers' compensation insurance as required by law for any employees of School performing services under this Agreement.
- D. School shall furnish Facility with proof of the applicable insurance coverage shown in Sections 5A, 5B and 5C above before the beginning date of each Student's assignment at the Facility. School shall notify Facility immediately in the event (i) such insurance is canceled; or (ii) School receives notification or knowledge that such insurance is being canceled.
- E. It is understood that the above-noted coverage shall be a continuing condition of this Agreement. School or Student shall be responsible for satisfying any deductible or self-insured retention required by its liability coverage.
- F. Each party to this Agreement shall indemnify and hold harmless the other party and its affiliated corporations, and their directors, officers, employees and agents against any and all damages, losses, costs and expenses (except attorneys' fees) incurred in connection with claims or demands for damages arising from or caused by the indemnifying party's negligent or willful acts or failure to act or the negligent or willful acts or failure to act of its directors, officers, employees or agents in connection with the subject matter of this Agreement or any of the Agreement's terms.

6. TERM AND TERMINATION

THIS AGREEMENT SHALL COMMENCE ON THE DATE FIRST STATED ABOVE FOR AN INITIAL TERM OF ONE (1) YEAR AND SHALL BE AUTOMATICALLY RENEWED UPON LIKE TERMS FOR ONE (1) YEAR PERIODS THEREAFTER UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF INTENT TO TERMINATE SIXTY (60) DAYS PRIOR TO THE ANNUAL RENEWAL. Either party may terminate this Agreement without cause at any time during a term by giving ninety (90) days' prior written notice, effective on the date stated therein, provided Students assigned to Facility shall be given an opportunity to complete their affiliation if reasonably practicable. Both parties agree to meet at least thirty (30) days prior to the expiration of the initial term of this Agreement and annually thereafter to evaluate the affiliation program and review this Agreement.

7. NOTICES

All notices given pursuant to this Agreement shall be in writing and personally delivered or sent by certified mail, postage fully paid, to:

If to School: Western Washington University
516 High Street
Bellingham, WA 98225
Attn: Contract Administrator

If to Facility: St. Louis Children's Hospital
One Children's Place
St. Louis, MO 63110
Attn: President

All notices shall be deemed delivered upon such personal delivery or forty-eight (48) hours after deposit in any United States Post Office.

8. MISCELLANEOUS

- A. School and Facility agree that no individual will be discriminated against on the basis of age, race, religion, creed, sex, national origin, handicap, disability, sexual orientation or veteran's status.
- B. Students and faculty members shall remain at all times during this affiliation, students and faculty members of School and shall in no way be considered servants, agents, or employees of Facility. Students are trainees, not employees, and are not to replace Facility staff nor to be covered by Facility's Social Security, Workers' Compensation or Unemployment Compensation.
- C. This Agreement shall not prevent Facility from accepting students for affiliation from other educational institutions.
- D. In the event of accidental injury or illness of any Student or faculty member, Facility shall, upon request, provide emergency care at Facility, but Facility shall not be responsible for follow-up care, hospitalization or costs incurred in providing such care.

E. INTENTIONALLY DELETED.


F. This Agreement shall be binding upon and shall inure to the benefit of both parties and their respective successors, heirs, assigns and legal representatives. Neither this Agreement nor any rights hereunder may be assigned without the prior consent in writing of the non-assigning party; provided, however, that written consent is not required for Facility to assign this Agreement to any entity affiliated with Facility.

- G. Individuals executing this Agreement on behalf of organizations represent and warrant that they have been authorized to do so.
- H. This Agreement contains the entire understanding of the parties relating to the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations between the parties, either oral or written, relating to the subject matter of this Agreement which are not expressly set forth herein are of no force or effect. Any modifications or amendments thereto must be agreed to by both parties in writing and shall become effective on the date stated therein.
- I. All services provided by Students shall be provided in accordance with professional standards, all applicable federal, state or local governmental laws and regulations and in accordance with those applicable standards of The Joint Commission.
- J. Without waiving sovereign immunity, disclosure of any records by either party is subject to applicable law
- K. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.
- L. A manually or electronically signed copy of this Agreement delivered by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligations shall be created with respect to a party until such party has delivered or caused to be delivered a manually or electronically signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the year and date first above written.

WESTERN WASHINGTON UNIVERSITY

ST. LOUIS CHILDREN’S HOSPITAL

By: 
 Name: Brent Carbajal
 Title: Provost / Vice President for Academic Affairs

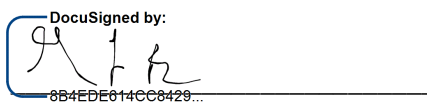
By: 
 Name: Gary Lablance
 Title: Vice President

EXHIBIT 1

COMPLIANCE AND CONFIDENTIALITY ACKNOWLEDGMENT

I, the undersigned, hereby acknowledge my responsibility under applicable state and federal laws to understand and comply with BJC's Compliance Program, including the Code of Conduct, the Privacy Compliance Policies and any other applicable policies or procedure. I understand that my failure to comply with the policies may result in my dismissal from the training program. I understand that I should raise any compliance concerns with either my clinical instructor or my facility preceptor. I agree to keep confidential any information regarding the facility, the facility's patients, as well as all confidential patient information, including any electronic protected health information to which I may have access.

I also acknowledge that I have received and reviewed a copy of BJC's Code of Conduct and understand that I may access all applicable policies on the BJC Corporate Compliance intranet Web site.

Dated this _____ day of _____, 20_____.

Student Signature

Printed Name

EXHIBIT 2

BJC GUIDELINES RE: THE JOINT COMMISSION STANDARD HR.1.20

(Screening of Students Providing Patient Care)

- I. **Purpose.** To ensure compliance with the requirements set forth in The Joint Commission Standard HR.1.20, which requires criminal background and drug screening of students who provide care, treatment, and services to patients in a BJC HealthCare facility.
- II. **Applicability.** These guidelines apply to staff, faculty, students and, if applicable, volunteers, that work in the same capacity as staff that provide care, treatment, and services to patients. These guidelines do not apply to volunteers that do not provide care, treatment, and services to patients, or to students under 18 years of age.
- III. **Requirements.**
 - A. **Background check:**
 1. Prior to engaging in any work in which the student will provide care, treatment and services to any patient of a BJC HealthCare facility, each of the following must have been completed:
 - a. A criminal background check must be requested from either the State of Missouri or the State of Illinois. This check will depend on whether the individual is obtaining experience in Missouri or Illinois. In addition, a criminal background check must be requested from any state in which individual has lived or worked in the previous 10 years (or since age 18 if the individual is under 28 years of age).
 - b. A search confirms that the individual's name does not appear on the Department of Health and Senior Services Disqualification List, Division of Family Services (DFS) disqualification list or Office of Inspector General (OIG) disqualification list.
 2. Should the background check reveal prior criminal convictions or inclusion on one of the above disqualification lists, the department sponsoring the individual must contact their Human Resources representative to determine whether the individual will be disqualified. Human Resources will compare the individual's criminal convictions against the appropriate state regulations to determine whether the individual will be disqualified from participation. [See, Section V, *infra*.]
 - B. **Drug Screen:**
 1. Prior to engaging in any work in which the student will provide care, treatment and services to any patient of a BJC HealthCare facility, a negative Rapid Drug Screen must confirm that each individual is free of the following substances:

- THC
- Cocaine
- Opiate
- Amphetamine
- PCP

Positive results will be forwarded to Network Reference Lab for confirmation.

2. No individual testing positive for any of the above substances will be permitted to participate in any class work, clinical rotation or internship unless the student has a legal prescription for the drug and has been medically cleared to participate.
- C. Provided students remain continuously enrolled, the background and drug screens will only be required once prior to the student beginning his/her initial rotation.

IV. Responsibility for Compliance / Cost of Screening:

- A. It is the sole responsibility of the students or sponsoring educational institutions to verify and insure successful completion of these tests prior to any student beginning his or her clinical rotation. Students who have not completed the required checks will not be permitted to participate in any class work, clinical rotation or internship.
- B. The cost of required background checks and drug screens will be borne by the student, volunteer, or participating educational institution.

V. Criminal Background Check – List of Offenses. Copies of Missouri and Illinois state regulations that list crimes for which students may be disqualified are attached.

Effective date: September 1, 2004.

ATTACHMENT TO BJC GUIDELINES RE: THE JOINT COMMISSION STANDARD HR.1.20

This list constitutes a list of Missouri and Illinois state crimes for which students may be disqualified from participation in clinical rotation or other direct patient care.

A. Missouri State Regulations.

Not all offenses listed are Class A or Class B felonies. BJC Human Resources should be contacted for a final determination.

**Chapter
Offenses Against the Person**

565

Sections:

- 565.020. First degree murder, penalty--person under sixteen years of age not to receive death penalty.
- 565.021. Second degree murder, penalty.
- 565.023. Voluntary manslaughter, penalty--under influence of sudden passion, defendant's burden to inject.
- 565.024. Involuntary manslaughter, penalty.
- 565.050. Assault, first degree, penalty.
- 565.060. Assault, second degree, penalty.
- 565.065. Unlawful endangerment of another, penalty.
- 565.070. Assault in the third degree.
- 565.072. Domestic assault, first degree--penalty.
- 565.073. Domestic assault, second degree--penalty.
- 565.074. Domestic assault, third degree--penalty.
- 565.075. Assault while on school property, penalty.

- 565.081. Assault of a law enforcement officer or emergency personnel in the first degree, definition, penalty.
- 565.082. Assault of a law enforcement officer or emergency personnel in the second degree, definition, penalty.
- 565.083. Assault of a law enforcement officer or emergency personnel in the third degree, definition, penalty.
- 565.084. Tampering with a judicial officer, penalty.
- 565.090. Harassment.
- 565.092. Aggravated harassment of an employee--penalty.
- 565.100. Lack of consent in kidnapping and crimes involving restraint.
- 565.110. Kidnapping.
- 565.120. Felonious restraint.
- 565.130. False imprisonment.
- 565.150. Interference with custody--penalty.
- 565.153. Parental kidnapping--penalty.
- 565.156. Child abduction--penalty.
- 565.165. Assisting in child abduction or parental kidnapping--penalty.
- 565.180. Elder abuse in the first degree--penalty.
- 565.182. Elder abuse in the second degree--penalty.
- 565.184. Elder abuse in the third degree--penalty.
- 565.188. Report of elder abuse, penalty--false report, penalty--evidence of prior convictions.
- 565.200. Skilled nursing facility residents, sexual contact or intercourse with, penalties--consent not a defense.
- 565.225. Crime of stalking--definitions--penalties.
- 565.252. Invasion of privacy, first degree, penalty.
- 565.253. Crime of invasion of privacy, second degree, penalties.
- 565.300. Infant's protection act--definitions--crime of infanticide--penalty --exception--application of law.
- 565.350. Tampering with a prescription or a drug prescription order, crime of--penalty.

Chapter Sexual

566 Offenses

Sections:

- 566.030. Forcible rape and attempted forcible rape, penalties.
- 566.032. Statutory rape, first degree, penalties.
- 566.034. Statutory rape, second degree, penalty.
- 566.040. Sexual assault, penalties.
- 566.060. Forcible sodomy, penalties.
- 566.062. Statutory sodomy, first degree, penalties.
- 566.064. Statutory sodomy, second degree, penalty.
- 566.067. Child molestation, first degree, penalties.
- 566.068. Child molestation, second degree, penalties.
- 566.070. Deviate sexual assault, penalty.
- 566.083. Sexual misconduct involving a child, penalty.
- 566.090. Sexual misconduct, first degree, penalties.
- 566.093. Sexual misconduct, second degree, penalties.
- 566.095. Sexual misconduct, third degree, penalty.
- 566.100. Sexual abuse, penalties.
- 566.111. Unlawful sex with an animal, penalties.
treatment.
- 566.145. Sexual contact with an inmate, penalty--consent not a defense.
- 566.151. Enticement of a child, penalties.

Chapter 569

Robbery, Arson, Burglary and Related Offenses

Sections:

- 569.020. Robbery in the first degree.
- 569.025. Pharmacy robbery in the first degree, definitions, penalty.
- 569.030. Robbery in the second degree.
- 569.035. Pharmacy robbery in the second degree, definitions, penalty.
- 569.040. Arson in the first degree.
- 569.050. Arson in the second degree.
- 569.055. Knowingly burning or exploding.
- 569.060. Reckless burning or exploding.
- 569.065. Negligent burning or exploding.
- 569.067. Fire, negligence in setting or allowing to escape on cropland, grassland, marsh, prairie, woodland.

- 569.070. Causing catastrophe.
- 569.072. Water contamination, penalty.
- 569.080. Tampering in the first degree.
- 569.090. Tampering in the second degree.
- 569.095. Tampering with computer data, penalties.
- 569.097. Tampering with computer equipment, penalties.
- 569.099. Tampering with computer users, penalties.
- 569.100. Property damage in the first degree.
- 569.120. Property damage in the second degree.
- 569.140. Trespass in the first degree.
- 569.150. Trespass in the second degree.
- 569.155. Trespass of a school bus, penalty--schools to establish student behavior policy, when.

- 569.160. Burglary in the first degree.
- 569.170. Burglary in the second degree.
- 569.180. Possession of burglar's tools.

Chapter	198
Convalescent, Nursing and Boarding	Homes

Sections:

- 198.070.3. Abuse or neglect of residents--reports, when, by whom--contents of report--failure to report, penalty--investigation, referral of complaint, removal of resident--confidentiality of report--immunity exception--prohibition against retaliation--penalty--employee list--self-reporting of incidents, investigations, when.

Chapter	568
Offenses Against the	Family

Sections:

- 568.020. Incest

Chapter	210
<u>Child Protection and Reformation</u>	

Sections:

- 210.900. Definitions.
 210.903. Family care safety registry and access line established, contents.
 210.906. Registration form, contents--violation, penalty--fees--voluntary registration permitted, when.
 210.909. Department duties--information included in registry, when--registra notification.
 210.912. Right to appeal, procedure.
 210.915. Departmental collaboration on registry information--rulemaking authority.
 210.918. Toll-free telephone service maintained for access to information.
 210.921. Release of registry information, when--limitations of disclosure --immunity from liability, when.
 210.922. Use of registry information by certain departments, when.
 210.924. Rulemaking authority.
 210.927. Annual report, when, contents.
 210.930. Report to general assembly, when, content.
 210.933. Registration qualifies as compliance with other background check requirements, elder-care workers, when.
 210.936. Registry information deemed public record.

B. Illinois State Regulations.

The following criminal violations disqualify students from participation in clinical rotation or other direct patient care.

Criminal Code of 1961 (following sections)

Sections:

- 8-1.1 Solicitation of Murder
 8-1.2 Solicitation of Murder for Hire
 9-1 First Degree Homicide
 9-1.2 Intentional Homicide of an Unborn Child
 9-2 Second Degree Murder
 9-2.1 Involuntary Manslaughter – unborn child
 9-3 Involuntary Manslaughter and Reckless Homicide

9-3.1	Concealment of Homicidal Death
9-3.2	Involuntary Manslaughter and Reckless Homicide – unborn child
9-3.3	Drug Induced Homicide
10-1	Kidnapping
10-2	Aggravated Kidnapping
10-3	Unlawful Restraint
10-3.1	Aggravated Unlawful Restraint
10-4	Forcible Detention
10-5	Child Abduction
10-7	Aiding and Abetting Child Abduction
11-6	Indecent Solicitation of a Child
11-9.1	Sexual Exploitation of a Child
11-19.2	Exploitation of a Child
11-20.1	Child Pornography
12-1	Assault
12-2	Aggravated Assault
12-3	Battery
12-3.1	Battery – unborn child
12-3.2	Domestic Battery
12-3.3	Aggravated Domestic Battery
12-4	Aggravated Battery
12-4.1	Heinous Battery
12-4.2	Aggravated Battery w/ Firearm
12-4.2-5	Aggravated Battery w/ Machine Gun or Silenced Weapon
12-4.3	Aggravated Battery of a Child
12-4.4	Aggravated Battery – unborn child
12-4.5	Tampering with Foods, Drugs or Cosmetics
12-4.6	Aggravated Battery of a Senior Citizen
12-4.7	Drug Induced Infliction of Great Bodily Harm
12-7.4	Aggravated Stalking
12-11	Home Invasion
12-13	Criminal Sexual Assault
12-14	Aggravated Criminal Sexual Assault
12-14.1	Predatory Criminal Sexual Assault of a Child
12-15	Criminal Sexual Abuse
12-16	Aggravated Criminal Sexual Abuse
12-19	Abuse and Criminal Neglect of Long-Term Care Facility Resident
12-21	Criminal Abuse or Neglect – Elderly or Person w/ Disability
12-21.6	Endangering Life or Health of Child
12-32	Ritual Mutilation
12-33	Ritualized Abuse of Child
16-1	Theft
16-1.3	Financial Exploitation – Elderly or Person w/ Disability
16-2	Theft of Lost or Mislaid Property
16A-3	Retail Theft
16G-15	Identity Theft
16G-20	Aggravated Identity Theft
17-3	Forgery
18-1	Robbery
18-2	Armed Robbery
18-3	Vehicular Hijacking
18-4	Aggravated Vehicular Hijacking
18-5	Aggravated Robbery
19-1	Burglary
19-3	Residential Burglary

- 19-4 Criminal Trespass to a Residence
- 20-1 Arson
- 20-1.1 Aggravated Arson
- 20-1.2 Residential Arson
- 24-1 Unlawful Use of Weapon
- 24-1.1 Unlawful Use or Possession of Weapon – Felon or Persons in Custody
- 24-1.2 Aggravated Discharge of Firearm
- 24-1.2-5 Aggravated Discharge of Machine Gun or Silenced Weapon
- 24-1.5 Reckless Discharge of Firearm
- 24-1.6 Aggravated Unlawful Use of a Weapon
- 24-3.2 Unlawful Discharge of Firearm Projectiles
- 24-3.3 Unlawful Sale or Delivery of Firearms on School Premises
- 33A-2 Armed Violence

Wrongs to Children Act

Section 4

Criminal Jurisprudence Act

Section 53

Cannabis Control Act

Section 5, 5.1, 5.2, 7, or 9

Illinois Controlled Substances Act: Sections 401, 401.1, 404, 405, 405.1, 407, or 407.1 (unless the applicant or employee obtains a waiver pursuant to Section 40).

Illinois Credit Card and Debit Card Act

Section 4, 5, 6, 8, or 17.02

Wrongs to Children Act

Section 5.1

Nursing and Advanced Practice Nursing Act

Section 10-5