

**MASTER AFFILIATION AGREEMENT
BETWEEN
ELSON S. FLOYD COLLEGE OF MEDICINE AT WASHINGTON STATE UNIVERSITY
AND
PROVIDENCE HEALTH & SERVICES – WASHINGTON D/B/A PROVIDENCE
REGIONAL MEDICAL CENTER EVERETT
(MAJOR AFFILIATE)**

This Master Affiliation Agreement (“MAA”) is effective the 13 day of March, 2020 (“Effective Date”) and is made and entered into between Washington State University, by and through its Elson S. Floyd College of Medicine (“Sponsoring Institution”) and Providence Health & Services – Washington d/b/a Providence Regional Medical Center Everett (“Affiliate”). Sponsoring Institution and Affiliate are sometimes referred to herein collectively as the “Parties” and individually as a “Party.”

1. PURPOSE OF AGREEMENT

Sponsoring Institution and Affiliate share common goals for the training of medical residents and fellows (“Trainees”) in accredited and non-accredited training programs, patient care, and service to the community. Sponsoring Institution operates accredited and non-accredited graduate medical education programs for the training of Trainees (each a “Program”). Affiliate has suitable facilities and supervisors for training and providing desirable medical education learning experiences (each a “Training Experience”) for Trainees. In consideration of the mutual covenants and agreements contained herein, the Sponsoring Institution and Affiliate agree to the terms set forth herein.

2. PROGRAM LETTER AGREEMENT

Sponsoring Institution and Affiliate will jointly plan the Training Experience(s). Each Training Experience at Affiliate shall be governed by the terms and conditions of a Program Letter of Agreement (“PLA”) to be entered into by Affiliate and the relevant Sponsoring Institution Program. The PLA will formalize programmatic and operational details of the Training Experience. The PLA shall be in a form substantially similar to attached Exhibit A. Any such PLA will be considered to be an attachment to this MAA and will be binding on the Parties when signed by authorized representatives of each Party.

3. SPONSORING INSTITUTION’S RESPONSIBILITIES

- A. Sponsoring Institution will act as the “sponsoring institution” per the requirements of the Accreditation Council for Graduate Medical Education (“ACGME”).
- B. Sponsoring Institution will employ an individual designated with authority and accountability for the operation of Program (“Program Director”).

- C. In collaboration with Affiliate, Sponsoring Institution will ensure sufficient financial support and protected time for the Program Director to effectively carry out his/her educational, administrative, and leadership responsibilities.
- D. In collaboration with Affiliate, Sponsoring Institution will be responsible for Trainee assignments.
- E. In collaboration with Affiliate, Sponsoring Institution will ensure that each Program receives adequate support for core faculty members to ensure effective supervision and quality Trainee education.
- F. Sponsoring Institution will obtain, prior to the start of any Program, a fully executed Physician in Training Agreement ("PITA") from each Trainee.
- G. Sponsoring Institution will direct Trainees to comply with applicable rules, regulations, policies, and procedures of Affiliate so long as they are consistent with federal and state law and accreditation standards.
- H. Prior to the start of Trainee's Training Experience, Sponsoring Institution will ensure the timely completion and submittal of all documentation required to place Trainee with Affiliate.
- I. Sponsoring Institution will maintain master records of all Trainees assigned to Affiliate, including information necessary for certification, scheduling, rotation, and payroll and benefits.
- J. In collaboration with Affiliate, Sponsoring Institution will ensure that resources, including space, technology, and supplies, are available to provide effective support for each of its Programs.
- K. For each Trainee, Sponsoring Institution will:
 - 1. Request a background check at its expense which will include national criminal information and a Request for Criminal History Information pursuant to RCW 43.43.830-.842 and Sponsoring Institution policy, as well as federal background checks;
 - 2. Screen each Trainee against the OIG and GSA/SAM exclusions lists to verify the Trainee is not excluded from participating in federal health care programs or debarred from contracting with the federal government; and
 - 3. Query the National Practitioner Data Bank (NPDB) and maintain that information in the Trainee's record and/or provide it to Affiliate's Medical Staff Office where required by law and/or in accordance with Affiliate's Medical Staff bylaws.

Sponsoring Institution will, with the permission of the Trainee, provide Affiliate with a copy of the results of the query for each Trainee considered for placement at Affiliate before the start of his/her rotation. Sponsoring Institution acknowledges that placement of each Trainee at the Affiliate is contingent upon providing all required screening information to the Affiliate. Affiliate maintains the right to terminate the use of its facilities by a Trainee for falsification of information on the Washington State Patrol Disclosure Statement or any other such document.

- L. Sponsoring Institution will inform Trainees of the requirement that they maintain the confidentiality of all Protected Health Information (PHI) including medical records and charts to which they may have access to in accordance with all

applicable federal, state, and local confidentiality laws and regulations, including, but not limited to, Title II, Subtitle F, Section 261-264 of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and its corresponding regulations issued under 45 C.F.R. Parts 160 and 164. Sponsoring Institution will provide its Trainees with training on the requirements of HIPAA. Affiliate will provide additional training on Affiliate's specific policies and procedures. Solely for HIPAA purposes, Trainees are defined as members of Affiliate's workforce for activities under this MAA.

- M. Sponsoring Institution will bill Affiliate for its pro rata share of Trainee costs on a regular basis, including but not necessarily limited to, salary, Federal Insurance Contribution Act (FICA) taxes, fringe benefits, and any administrative costs (together, "Trainee Costs"), in accordance with the separate Annual Services Agreement.
- N. Sponsoring Institution will provide Trainees with comprehensive health insurance as an employee of Washington State University (WSU). Health insurance is continuous during the Trainee's participation in the Training Experience. Sponsoring Institution will inform Trainees that they are responsible for their own health needs, healthcare costs, and health insurance coverage beyond those provided to WSU employees.
- O. Sponsoring Institution will train each Trainee in universal precautions and transmission of bloodborne pathogens.
- P. Sponsoring Institution will provide Trainees and participating faculty with access to medical library resources, medical reference materials, and online medical resources.

4. AFFILIATE'S RESPONSIBILITIES

- A. Affiliate will provide Trainees with a desirable Training Experience within the scope of healthcare services provided by Affiliate. This Training Experience includes, but is not limited to, giving Trainees access to sources of information necessary for their Training Experience, making available to Trainees supplies, workstations, computers, technology, and equipment necessary for delivering safe patient care, and, within the limitations of physical space within the Affiliate's facility, providing office and conference space. Affiliate also agrees to provide access to a patient electronic health records system that supports high quality and safe patient care. In the absence of Affiliate having an electronic health record system, Affiliate will develop and make progress toward implementing an electronic health record system.
- B. Affiliate supervising faculty will supervise Trainees in patient care activities.
- C. Affiliate will maintain a learning environment conducive to educating the Trainees in each of the agreed upon competency areas. Affiliate will also ensure that Trainees are engaged in standardized transitions of care for delivering high quality safe patient care at Affiliate.
- D. Affiliate's supervising faculty will evaluate Trainees' performance in a timely manner and document this evaluation per Sponsoring Institution and ACGME

- policies and standards. Affiliate will also provide Trainees the opportunity to evaluate the supervising faculty and experiences.
- E. Affiliate will provide the following to Trainees while Trainees are on duty: access to food; safe, quiet, and private sleep/rest facilities; parking; and an appropriately secure and safe work environment.
 - F. Affiliate will retain sole control over the delivery, quality, and environment of patient care services at all times. The Trainees are in the role of learner and will not replace Affiliate's attending/supervising physicians.
 - G. Affiliate will provide Trainees with appropriate backup support when patient care responsibilities are especially unusual, difficult, or prolonged.
 - H. Affiliate will provide a professional, respectful, and civil environment that is free from unprofessional behavior, including mistreatment, abuse, harassment, discrimination, and/or coercion of Trainees, other learners, faculty members, and staff members.
 - I. Affiliate will ensure that Trainee Clinical and Educational Work Hours (as defined by the ACGME; formerly called "duty hours") and on call time periods are not excessive and follow Sponsoring Institution and ACGME requirements. The structuring of Clinical and Educational Work Hours, and as applicable on call schedules, must focus on the needs of the patient, continuity of care, and the educational needs of the Trainee.
 - J. Affiliate will pay the Sponsoring Institution GME Costs for Trainees assigned to the Affiliate (as provided in the Annual Services Agreement).
 - K. Affiliate will provide compliance education to Trainees as it relates to applicable federal health care programs including any relevant documentation standards for Trainees. Affiliate will also provide education and training on use of Affiliates electronic health record, and appropriate medical documentation for Trainees.
 - L. Affiliate will provide necessary emergency healthcare or first aid for Trainees when performing activities under this MAA. The Trainee will be responsible for the costs of all care, subject to applicable health insurance and/or worker's compensation coverage. Except as provided in this MAA, Affiliate will have no obligation to furnish medical or surgical care to any Trainee.
 - M. Affiliate will provide personal protection equipment appropriate for Trainees' services, and will provide education or training on Affiliate's infection prevention policies and protocols including but not limited to a bloodborne pathogen exposure policy. If a Trainee sustains a needle-stick injury or other substantial exposure to bodily fluids of another or other potentially infectious material while participating in the Training Experience, Affiliate will provide the following services, for which the Trainee will be financially responsible, subject to health insurance:
 - 1. Access to Affiliate's employee health service and/or emergency department as soon as possible after the injury;
 - 2. Emergency medical care following the injury;
 - 3. Initiation of Hepatitis B, Hepatitis C, and HIV protocol;
 - 4. HIV counseling and appropriate testing; and
 - 5. To the extent possible, determination, in the usual manner, of the source patient's Hepatitis B, Hepatitis C, and HIV status, according to applicable

laws and regulations. To the extent the source patient's infectious disease status cannot be determined as permitted by law and in accordance with Affiliate's policy, Affiliate will take reasonable steps to request and obtain consent from the patient to obtain a blood specimen for screening it for certain bloodborne infectious diseases (HIV, Hepatitis B and C).

- N. Affiliate will permit, on reasonable notice and request, the inspection of clinical and related facilities by Sponsoring Institution and/or agencies charged with responsibility for accreditation of Sponsoring Institution or any of its Programs.
- O. Affiliate will ensure that supervising faculty are appropriately licensed, privileged, accredited, and credentialed. Faculty supervision of Trainee must be within the scope of practice, medical specialty, and Washington medical license of the supervising faculty.

5. TRAINEE SELECTION PROCESS

The Trainee selection process shall be consistent with the Sponsoring Institution policies, the National Resident Matching Program or other matching program as appropriate, and the ACGME Requirements.

6. AFFILIATE REPRESENTATIONS AND WARRANTIES

Affiliate represents and warrants that it is not debarred from participating in federal health care programs, that it is accredited and licensed within Washington State to provide patient care, and that it will maintain such accreditation and licensing at all times during the term of this MAA. Accreditation and licensing for patient care must be provided by an entity granted "deeming authority" for participation in Medicare under federal regulations or by an entity certified as complying with the conditions of participation in Medicare under federal regulations.

7. NOTIFICATION OF ADVERSE ACTION; DISASTER; CLOSURE; REDUCTION

If Affiliate's accreditation or license is denied, suspended, or revoked, or if Affiliate is required to curtail activities, or if Affiliate is debarred from participating in federal health care programs, or is otherwise restricted, or loses its license or accreditation for patient care, the Affiliate must notify the Sponsoring Institution within five (5) days of Affiliate receiving notice of such adverse action.

If, for any reason and for any length of time, Affiliate closes or otherwise ceases operation, or in the event of a disaster or interruption in patient care, Affiliate will provide Sponsoring Institution with notice of the same at the earliest opportunity, and will assist Sponsoring Institution in placing Trainees in other training sites per applicable ACGME and Sponsoring Institution requirements.

8. FINANCIAL ISSUES

- A. The terms for reimbursement and compensation for Trainee Costs under this MAA shall be set forth in an Annual Services Agreement which is incorporated herein by reference.
- B. The Sponsoring Institution acknowledges the Affiliate may generate professional fees for services rendered by Trainees under appropriate supervision and obtain reimbursement where permitted by law and/or contract. To the extent Trainees' services are reimbursable in whole, in part, and/or in conjunction with an attending physician's services, Sponsoring Institution agrees that proceeds from such professional bills belong to Affiliate and neither the Sponsoring Institution nor the Trainees shall have any right or claim to such proceeds. Affiliate has the sole responsibility for professional billing including ensuring submission of all health care claims are consistent with federal, state, and/or local laws. Any billing errors and/or intentional submission of false claims is the sole responsibility and liability of Affiliate. **Affiliate agrees to indemnify and hold Sponsoring Institution, its employees, agents, officers, and Trainees, harmless from any and all claims, damages, and/or actions that arise from billing errors and/or false claims.**

9. COMPLIANCE WITH LAW

At all times during the term of this MAA, each of the Parties agrees to comply with all applicable local, state, and federal statutes and regulations, including but not limited to: (i) state licensing requirements, (ii) certification by the Centers for Medicare and Medicaid Services (CMS), and; (iii) Medicare Conditions of Participation.

10. NON-DISCRIMINATION

The Parties agree there will be no discrimination in the performance of this MAA on the basis of race, religion, creed, color, national origin, families with children, sex, marital status, sexual orientation (including gender identity), age, genetic history, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability, in compliance with (a) Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; (b) Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; (c) the Americans with Disabilities Act of 1990, as amended; (d) Section 1557 of the Patient Protection and Affordable Care Act and implementing regulations; (e) and applicable non-discrimination laws of the state of Washington (i.e., Washington Law Against Discrimination). The Parties further agree they will not maintain facilities which are segregated on the basis of race, color, religion, or national origin in compliance with Presidential Executive Order 11246, as amended, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding programs, services, activities, and employment practices. The Parties will cooperatively work together to accommodate a Trainee with a documented disability, where required by

law, ACGME accreditation standards, and Sponsoring Institution's policies and procedures.

11. INSURANCE and INDEMNIFICATION

- A. Each Party to this MAA will be responsible for the negligent acts and omissions of its own employees, officers, agents, or Trainees in the performance of this MAA. Neither Party will be considered the agent of the other. 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 MAA.
- B. Sponsoring Institution will indemnify and hold Affiliate harmless from any loss, claim, or damage arising from the negligent acts and omissions of Sponsoring Institution's employees, officers, agents, and Trainees.
- C. Sponsoring Institution will maintain a professional liability coverage program with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate or an equivalent program of self-insurance.
- D. Affiliate will indemnify and hold Sponsoring Institution harmless from any loss, claim, or damage arising from the negligent acts and omissions of Affiliate's employees, officers, agents, and other workforce members.
- E. Affiliate will maintain a professional liability coverage program with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
- F. If the conduct of both the Parties results in a loss under the foregoing provisions, the responsibility and indemnification obligations shall be allocated under the comparative negligence laws of the State of Washington. These indemnification provisions shall survive termination of this MAA.
- G. Upon request, both Parties will provide proof of coverage. Sponsoring Institution and Affiliate will notify the other in the case of material modification or cancellation of coverage, and will provide subsequent proof of coverage thereafter.

12. TERMINATION

This MAA shall continue in effect for five (5) years from the Effective Date. This MAA may be renewed for one (1) subsequent five (5) year period upon the written mutual agreement of the Parties, unless terminated as provided herein. Either Party may terminate this MAA upon written notice to the other Party no less than eighteen (18) months prior to the termination date, or upon mutual agreement of the Parties. Termination will not be effective for Trainees at Affiliate until they have completed their Training Experiences at Affiliate pursuant to the Physician In Training Agreement.

13. NOTICE

All notices required herein shall be sent via certified or registered mail, return receipt requested, or by an overnight courier service to the relevant address listed below. A

notice shall be deemed received three (3) business days after deposit in the U.S. mail or one (1) business day after delivery to an overnight courier service.

SPONSORING INSTITUTION:

Washington State University
Elson S. Floyd College of Medicine
412 E. Spokane Falls Blvd.
Spokane, WA 99202-2131
Attn: Jonathan Espenschied, M.D.
Associate Dean, Graduate Medical Education & Continuing Medical Education
Designated Institutional Official
j.espenschied@wsu.edu
Ph: 509-368-6875

AFFILIATE:

Providence Health & Services - Washington
dba Providence Regional Medical Center Everett
1321 Colby Avenue
Everett, WA 98201
Attn: Chief Medical Officer

14. MISCELLANEOUS PROVISIONS

- A. **Assignment:** This MAA may not be assigned by either Party without the prior written consent of the other Party. Such consent shall not be unreasonably withheld if the assignment is in the context of a merger between a Party and an affiliated entity of such Party provided, however, that the obligations of such Party under this MAA shall not be extinguished or otherwise affected by any such assignment.
- B. **No Waiver:** The failure by either Party hereto at any time or times to enforce any provisions of this MAA shall in no way be construed to be a waiver of such provisions or affect the validity of this MAA or any part thereof, or the right of either Party thereafter to enforce each and every provision in accordance with the terms of this MAA.
- C. **Severability:** In the event that any provision of this MAA is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this MAA, which shall remain in full force and effect and enforceable in accordance with its terms.
- D. **Survival:** Notwithstanding the termination of this MAA, the provisions of Section 11 relating to indemnification and insurance shall survive termination of this MAA.
- E. **Governing Law:** This MAA is to be governed and construed in accordance with the laws of the State of Washington.

Jonathan R. Espenschied, M.D.
Associate Dean, GME & CME
Designated Institutional Official

Date

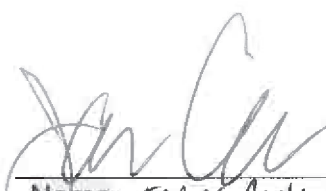
Name

James Cook, MD

Date

Title

Chief Medical Officer

 4/3/2020

**EXHIBIT A
PROGRAM LETTER OF AGREEMENT
BETWEEN
ELSON S. FLOYD COLLEGE OF MEDICINE AT WASHINGTON STATE UNIVERSITY
AND
[NAME OF HOSPITAL/INSTITUTION]**

This document serves as a Program Letter of Agreement ("PLA") by and between Washington State University, through the Elson S. Floyd College of Medicine's ("Sponsoring Institution") graduate medical education program in _____ ("Program"), and _____ ("Affiliate"), who is involved in resident/fellowship medical education.

This PLA is effective from the _____ day of _____, 20____, ("Effective Date") and will remain in effect for five (5) years, or until updated, changed, or terminated by the Program and Participating Site.

1. Persons Responsible for Education and Supervision

The supervising/teaching faculty listed below are responsible for the education and supervision of the Trainees:

- a. *[Insert name of Program Director]*
- b. *[Insert name of Site Director]*

2. Responsibilities

Affiliate will provide Trainees with a desirable clinical learning experience within the scope of healthcare services provided by Affiliate, in accordance with ACGME Requirements. The supervising faculty at Affiliate will devote sufficient time to the educational program to fulfill their supervisory and teaching responsibilities, will demonstrate a strong interest in the education of Trainees, and will maintain a clinical learning environment conducive to educating the Trainees in each of the ACGME competency areas. The supervising faculty will evaluate Trainee performance in a timely manner during each Training Experience and document this evaluation. The supervising/teaching faculty will also ensure that Trainees have the opportunity to evaluate the supervising/teaching faculty, Program Director, and the Training Experience.

3. Content and Duration of the Educational Experience

The content of the Training Experience has been developed according to ACGME Program Requirements, and includes the following:

- a. Goals/Objectives: To provide the additional experience necessary for the Program's Trainees/ in _____ [Describe Educational Experience] as part of their training in _____ [Insert Specialty]. The Goals & Objectives of this Training Experience are provided in Attachment A, which is herein incorporated by reference.
- b. The duration(s) of the assignment(s) to Participating Site is (are): [Indicate length or range of time; full or part time].
- c. In cooperation with the Program Director, the supervising/teaching faculty are responsible for the day-to-day activities of the Trainees to ensure that the goals and objectives are met during the course of the Training Experience.

4. Policies and Procedures that Govern Trainee Education

Trainees are governed by the ESFCOM GME Handbook and Program's GME Policies and Procedures, under the general direction of the Sponsoring Institution's Graduate Medical Education Committee, and by relevant WSU policies and procedures, and by Affiliate's relevant policies and procedures.

5. Termination

This PLA is effective for five (5) years beginning on the Effective Date. At the end of the five-year term, upon the written mutual agreement of the Parties unless terminated. Either Party may terminate this PLA upon written notice to the other Party no less than eighteen (18) months prior to the termination date, or upon mutual agreement of the Parties. Termination will not be effective for Trainees at Affiliate until they have completed their Training Experiences at Affiliate pursuant to the Physician In Training Agreement. In the event the MAA is terminated, this PLA shall also terminate.

SIGNATURES:

**WASHINGTON STATE UNIVERSITY
ELSON S. FLOYD
COLLEGE OF MEDICINE**

NAME

Name	Date
Program Director	

Name	Date
Site Director, Specialty	

Jonathan R. Espenschied, M.D.	Date
Associate Dean, GME & CME	
Designated Institutional Official	

MASTER AFFILIATION AGREEMENT
ELSON S. FLOYD COLLEGE OF MEDICINE
WASHINGTON STATE UNIVERSITY

**ATTACHMENT A
PROGRAM EDUCATIONAL GOALS AND OBJECTIVES**

[Residency Program Name] Goals & Objectives

[Residency Program to Insert Goals and Objectives relevant to this Rotation]