

GRATUITOUS PRECEPTORSHIP AGREEMENT NURSE PRACTITIONER STUDENT

This Agreement is made this _____ day of _____ between MultiCare Health System ("MHS"), a non-profit corporation registered in Washington State, _____ ("ARNP Student") and _____ ("Preceptor"). MHS is in the business of providing acute inpatient care to members of the community. MHS owns and operates Tacoma General Hospital, Allenmore Hospital and Mary Bridge Children's Hospital, all located in Tacoma, Washington; as well as Good Samaritan Hospital located in Puyallup Washington; and several clinics and Urgent Care facilities in the Puget Sound area.

This Agreement is freely entered into for the mutual benefit of the parties with the understanding that the Preceptor will provide direct supervision to the Student at MHS hospitals at no cost to the Preceptor or to MHS. The benefit to MHS and to the Preceptor is the good will and enhanced reputation generated by working with the Student in the capacity described in this Agreement.

1. ARNP Student is a ___ year student in good standing at _____ (School).
2. Preceptor is a board certified _____ with privileges to practice at MHS hospitals.
3. The term of this Agreement is from _____ to _____.
Any party may terminate this Agreement without cause.
4. Responsibilities of ARNP Student; Student hereby agrees that he shall:
 - a. Maintain medical malpractice insurance of at least \$1 million per occurrence and \$3 million aggregate coverage as evidence of such coverage, Student shall furnish MHS with a certificate of insurance or alternative documentation prior to commencing the preceptorship under this Agreement. If Student is insured under a 'claims-made' policy during the term of this Agreement, Student agrees to maintain after the expiration of this Agreement 'tail coverage' in said amounts to insure for professional liability that occurred during the term of this Agreement. Student shall notify its liability insurance carrier that it has entered into this Agreement.
 - b. Maintain adequate health insurance during the term of this Agreement.
 - c. At all times, practice solely under the direct supervision of the Preceptor and incur no direct patient care responsibilities. With the Preceptor, clearly inform each patient of the student status not associated with MHS and obtain each patient's consent for student observation and/or participation under the direct supervision of the Preceptor. Student's participation is expected to be minor.
 - d. Wear a name tag identifying him as a student with the name of the school and the name of the Preceptor or Group at all times when on MHS premises.
 - e. Warrant that the student is in enrolled in school and has successfully met all requirements for the program.

f. Accompany Preceptor on inpatient care activities without incurring direct patient responsibilities. Participate in procedures for which the Preceptor is credentialed to scrub and assist with retraction and suctioning during operative procedures under direct supervision of the Preceptor.

g. Provide documentation that Student has, prior to the beginning of the preceptorship at MHS, had a Maniteau skin test or chest x-ray, and has immunity to rubella and rubiola.

h. Evaluate the preceptorship at MHS and provide the evaluation to the Preceptor and to the MHS GME Coordinator.

i. Refrain from publishing any materials developed as a result of the preceptorship at MHS, unless such materials have been approved for release, in writing, by both the Preceptor and by MHS.

j. The student will not see or round on patients with any blood relatives who are health care providers.

5. Responsibilities of Preceptor. Preceptor hereby agrees that he will:

a. Maintain privileges at MHS hospitals.

b. Provide to the MHS GME Program Coordinator at least two weeks prior to the beginning of the preceptorship the following information:

Student name: _____

Name of school: _____

Type of preceptorship: _____

Dates of preceptorship: _____

Location of preceptorship: _____

Description of proposed Student activities during preceptorship:

c. Participate in orienting Student to MHS policies and procedures.

d. Maintain and accept responsibility for direct supervision of Student at all times.

e. Introduce the Student to each patient and/or legal surrogate and insure that consent is obtained for medical student observation and/or participation. Document the consent in the patient's medical record.

- f. Two weeks prior to the beginning of the preceptorship, notify the Clinical Director or Supervisor of affected departments of pertinent facts concerning the Student preceptorship.
 - g. Assume full responsibility and liability for the actions of the Student.
 - h. Generate bills for professional services rendered by Preceptor and/or Student consistent with applicable state and federal laws and regulations. Proceeds from such bills for professional services are the exclusive property of Preceptor and neither MHS nor Student shall have any right or claim to such proceeds.
 - i. Evaluate the performance of Student in the preceptorship and provide a copy of the evaluation to MHS GME Program Coordinator.
 - j. Insure that Student adheres to the standards, policies, and regulations of MHS.
6. Responsibilities of MHS. MHS hereby agrees that it will:
- a. Review the request for preceptorship and the Student information sheet and make the final decision as to whether to accept the Student in the preceptorship program.
 - b. Participate in orienting the Student to pertinent MHS policies and procedures.
 - c. Permit Student, under direct supervision of Preceptor, to participate in the care of Preceptor's patients at MHS consistent with patient rights and needs and within Student's level of training.
 - d. Maintain patient care services without relying upon Student for such services.
 - e. Make available emergency medical care to Student at MHS if he becomes ill or injured on MHS premises. This is agreed to be interim care only, this service terminates when Student can be transferred to the care of a personal physician. Student receiving such care from MHS shall be responsible for payment of medical charges on the same basis as any individual at MHS for medical services.
 - f. Terminate Student's participation in the preceptorship if Student fails to abide by MHS policies and procedures, or if in the opinion of the applicable MHS Clinical Director or Medical Director, if Student's behavior is disruptive to MHS operations or may present a risk of harm to patients.
 - g. Generate bills for facility charges, which may include services rendered by Student. Proceeds from such bills shall be the exclusive property of MHS. Neither the Preceptor nor the Student shall have any right or claim to such procedures.

7. General Covenants.

a. Each party to this Agreement will notify the other parties in writing within seven (7) days of its discovery of any professional liability claim made against Student or Preceptor or MHS, which may arise out of performance of this Agreement.

b. Parties to this Agreement shall not discriminate against any party, patient or MHS employee in violation of applicable state and federal laws and regulations.

c. Neither Student nor Preceptor shall at any time represent himself as employees or agents of MHS by virtue of the preceptorship affiliation with MHS under this Agreement. Neither Student nor Preceptor is a partner or joint venturer with MHS in connection with any activity carried on by MHS pursuant to this Agreement.

d. Neither MHS nor Preceptor grants or delegates any of its powers; statutory, administrative, implied or otherwise, to the other.

e. Student and Preceptor shall defend, indemnify, and hold MHS harmless from and against any and all claims, demands, liabilities, damages, expenses (including attorneys fees) for injury to persons or damage to property caused or asserted to have been caused by the negligent acts or omissions of the Student and/or Preceptor. This indemnity agreement specifically applies to, but is not limited to, those situations wherein MHS is held or asserted to be vicariously liable for negligent acts of Student and/or Preceptor.

f. MHS shall defend, indemnify, and hold harmless, Student and/or Preceptor from and against any and all claims, demands, liabilities, damages, and expenses (including attorneys' fees) for injury to persons or damage to property caused or asserted to have been caused by the negligent acts or omissions of MHS, its agents, subsidiaries, or employees.

g. This is the entire Agreement of Student, Preceptor and MHS according to the subject matter hereof, and it supersedes all prior agreements between the parties.

h. This Agreement shall be subject to and governed by the laws of the State of Washington, jurisdiction and venue shall lay in Pierce County, Washington.

i. Waiver of any party of a breach, or violation of any provision of this Agreement, shall not operate as or be construed of a waiver of a subsequent breach hereof, and the waiving party may at any time, by proper notice, reinforce compliance of said waived breach or violation.

j. Nothing in this Agreement shall allow assignment by Preceptor or Student of any rights or obligations herein. Such assignment is expressly prohibited.

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of the day and year first written above.

MULTICARE HEALTH SYSTEM

JD Fitz, MD
Vice President of Medical Affairs Good Samaritan Community Hospital

Date: _____

PRECEPTOR

Date: _____

STUDENT

Date: _____

Rev. JML 122809
Gratuitous ARNP Student-Preceptorship Agreement