

**MASTER AFFILIATION AGREEMENT
BETWEEN
ELSON S. FLOYD COLLEGE OF MEDICINE AT WASHINGTON STATE UNIVERSITY
AND
PROVIDENCE HEALTH & SERVICES – WASHINGTON
D/B/A PROVIDENCE SACRED HEART MEDICAL CENTER & CHILDREN’S HOSPITAL**

This Master Affiliation Agreement (“MAA”) is effective the 15 day of March, 2023 (“Effective Date”) and is made and entered into between Washington State University, by and through its Elson S. Floyd College of Medicine (“College”), and Providence Health & Services - Washington d/b/a Providence Sacred Heart Medical Center & Children’s Hospital (“Affiliate”). College and Affiliate are sometimes referred to herein collectively as the “Parties” and individually as a “Party.”

1. PURPOSE OF AGREEMENT

College 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. College and Affiliate operate accredited and non-accredited graduate medical education (“GME”) training programs (each a “Program”) for Trainees. Affiliate has suitable facilities and supervisors for clinical training and providing desirable medical education learning experiences (each a “Training Experience”) for Trainees. College has clinical faculty, education facilities including simulation equipment, and/or GME administrative support services for providing GME educational activities. In consideration of the mutual covenants and agreements contained herein, the College and Affiliate agree to the terms set forth herein.

2. PROGRAM LETTER AGREEMENT

College 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 College 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. COLLEGE’S RESPONSIBILITIES

- A. For existing Programs at Affiliate excluding the Pediatrics Residency (i.e., Psychiatry Residency, Child and Adolescent Fellowship, Physical Medicine and Rehabilitation, and Obstetrics and Family Medicine Fellowship) where Affiliate is the ACGME-recognized Sponsoring Institution:

1. College will provide GME institutional support services through College's GME Office upon mutual agreement of the Parties.
 2. College will collaborate with Affiliate to actively support the success of existing Programs, including, but not limited to, Program expansion in resident complement, track, and Program-related fellowship development.
- B. For the Pediatrics Residency program and other future programs to be sponsored by College:
1. College will act as the "Sponsoring Institution" per the requirements of the Accreditation Council for Graduate Medical Education ("ACGME") for future Programs based at Affiliate, including the Pediatrics Program that Affiliate has submitted its application to and is pending approval of the ACGME.
 2. College will provide \$2.5 Million dollars for development of the aforementioned Pediatric Residency program, distributed by College in collaboration with Affiliate and in accordance with all applicable rules, regulations, and laws.
 3. In collaboration with Affiliate, College will employ a 1.0 FTE institutional GME program coordinator or equivalent that will be located on Affiliate premises. In collaboration with Affiliate, College will employ a Designated Institutional Official ("DIO") for administration of the Programs. Affiliate will share in the cost of College employing the DIO. The Parties' financial obligations regarding the DIO are or will be addressed in an annual Financial Services Agreement ("FSA").
 4. College will, in collaboration with Affiliate, designate an individual with authority and accountability for the operation of Program ("Program Director").
 5. For each Program sponsored by College, College will employ a Program Director.
 6. In collaboration with Affiliate, College will ensure sufficient financial support and protected time for the Program Director to effectively carry out his/her educational, administrative, and leadership responsibilities to fulfill ACGME requirements.
 7. In collaboration with Affiliate, College will be responsible for Trainee assignments.
 8. In collaboration with Affiliate, College will ensure that each Program receives adequate support for core faculty members to ensure effective supervision and quality Trainee education.
 9. College will obtain, prior to the start of any Program, a fully executed Physician in Training Agreement ("PITA") from each Trainee.
 10. College 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.
 11. Prior to the start of Trainee's Training Experience, College will ensure the timely completion and submittal of all documentation required to place Trainee with Affiliate.
 12. College will maintain master records of all Trainees assigned to Affiliate, including information necessary for certification, scheduling, rotation, and payroll and benefits.

13. In collaboration with Affiliate, College will ensure that resources, including space, technology, and supplies, are available to provide effective support for each of its Programs.
14. For each Trainee, College will:
 - i. 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 College policy, as well as federal background checks;
 - ii. 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
 - iii. 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.
 - iv. College 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. College 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.
15. College 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, 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. College 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.
16. College 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 FSA.
17. College 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. College will inform Trainees that they are responsible for their own health needs, healthcare costs, and health insurance coverage beyond those provided to WSU employees.

18. College will train each Trainee in universal precautions and transmission of bloodborne pathogens.
19. College will provide Trainees and participating faculty with access to medical library resources, medical reference materials, and online medical resources.

4. AFFILIATE'S RESPONSIBILITIES

- A. For existing Programs where Affiliate is the current ACGME Sponsoring Institution:
 1. Affiliate will maintain its current ACGME-recognized Institutional Sponsorship and rights, privileges, and responsibilities attached thereto.
 2. Any Affiliate request for changes in WSU GME institutional services described above in Section 3 of this MAA, up to and including change in sponsorship, shall be timely communicated in writing to College.
- B. For the Pediatric Residency and future programs to be sponsored by College:
 1. Affiliate will collaborate with WSU to submit to ACGME a transfer request for Affiliate's Institutional sponsorship of the Pediatric Residency to WSU as the ACGME-recognized Institutional sponsor.
 2. Affiliate will collaborate with WSU to submit to future residency and/or fellowship programs designating WSU as the ACGME-recognized Institutional sponsor.
 3. 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.
 4. Affiliate supervising faculty will supervise Trainees in patient care activities.
 5. 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.
 6. Affiliate's supervising faculty will evaluate Trainees' performance in a timely manner and document this evaluation per College and ACGME policies and standards. Affiliate will also provide Trainees the opportunity to evaluate the supervising faculty and experiences.
 7. 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.

8. 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.
 9. Affiliate will provide Trainees with appropriate backup support when patient care responsibilities are especially unusual, difficult, or prolonged.
 10. 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.
 11. 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 College 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.
 12. Affiliate will pay the College GME Costs for Trainees assigned to the Affiliate as provided in the FSA.
- C. 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 records, and appropriate medical documentation for Trainees.
- D. 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.
- E. 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:
- i. Access to Affiliate's employee health service and/or emergency department as soon as possible after the injury;
 - ii. Emergency medical care following the injury;
 - iii. Initiation of Hepatitis B, Hepatitis C, and HIV protocol;
 - iv. HIV counseling and appropriate testing; and
 - v. 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).

- F. Affiliate will permit, on reasonable notice and request, the inspection of clinical and related facilities by College and/or agencies charged with responsibility for accreditation of College or any of its Programs.
- G. 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.
- H. Affiliate, in collaboration with College, will determine the operational needs to ensure administration of the Program. College will share on a pro rata basis the cost of employing additional GME administration, if deemed necessary by both Parties, for actual services performed for the WSU Sponsored GME Program. The Parties' agreed upon financial obligations regarding potential additional administration will be addressed in the annual FSA.

5. TRAINEE SELECTION PROCESS

The Trainee selection process shall be consistent with the College and Affiliate 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 College within five business (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 College with notice of the same at the earliest opportunity, and will assist College in placing Trainees in other training sites per applicable ACGME and College requirements.

8. FINANCIAL ISSUES

- A. The Parties agree to mutually develop and abide by the FSA, which will establish the annual GME budget and each Party's obligations under said agreement for the year forward. The Parties agree that the FSA will be fully executed prior to the start of the academic year in which it applies. Further, the Parties agree to meet no less than every quarter-year to review the annual FSA and to timely reconcile any interval changes to said budget. To the extent permitted by law and each Party's policies, College may provide certain financial support for WSU sponsored GME Programs to address the potential gap in funds between program revenue, both from the government and commercial sources, and the actual cost of WSU's Program. Any agreed to financial support will be more fully described in the FSA.
- B. The terms for reimbursement and compensation for Trainee Costs under this MAA shall be set forth in the FSA which is incorporated herein by reference.
- C. The College 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, College agrees that proceeds from such professional bills belong to Affiliate and neither the College 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 College, 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. INTELLECTUAL PROPERTY

It is recognized and understood that the pre-existing inventions, technologies, intellectual property rights, and know-how of College and of Affiliate are their separate property, respectively, and are not affected by this MAA, and neither Party shall have any claims to or rights in any such property of the other Party. Each Party acknowledges and agrees that no license or other right to intellectual property owned by the other Party is granted or promised under this MAA and no such license or rights shall be implied from the conduct of the Parties or this MAA.

10. OBLIGATIONS OF CONFIDENTIALITY

"Confidential Information" means all proprietary information that is marked "Confidential" at the time disclosed by one Party to another. Oral information is not considered Confidential Information unless it is identified as confidential at the time of disclosure and confirmed in writing within five (5) days of initial disclosure. For the Term and for 5 years thereafter, neither Party shall use, except as necessary to

perform the MAA, disclose, or provide Confidential Information to any third party. However, neither Party shall have any obligations of confidentiality with respect to Confidential Information, or any portion thereof, that:

- A. was lawfully known to such Party before disclosure by the other Party;
- B. becomes public information or is generally available to the public other than by an unauthorized act or omission of such Party;
- C. enters the public domain other than by such Party's breach of this MAA;
- D. is received by such Party from third parties who rightfully possess the information and have the legal right to make a disclosure;
- E. is required to be disclosed by law; or
- F. is generated by employees of such Party who did not have access to the proprietary information.

11. 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.

12. 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 College's policies and procedures.

13. 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. College will indemnify and hold Affiliate harmless from any loss, claim, or damage arising from the negligent acts and omissions of College's employees, officers, agents, and Trainees.
- C. College 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 College harmless from any loss, claim, or damage arising from the negligent acts and omissions of Affiliate's employees, officers, agents, Trainees, 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. College and Affiliate will notify the other in the case of material modification or cancellation of coverage, and will provide subsequent proof of coverage thereafter.

14. TERMINATION

This MAA shall continue in effect for ten (10) 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. No earlier than six (6) months prior to the end of the sixth (6th) year of this Agreement, the parties shall meet and confer to review the terms of this Agreement to ensure all objectives and priorities are continuing to be met. If after the meet and confer the parties are unable to resolve any material disputes as it relates to operationalizing the MAA and residency programs, either Party may terminate this MAA upon eighteen (18) months prior written notice to the other Party, 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 PITA. Notwithstanding the above meet and confer process, if either party's corporate and/or governance structure(s) changes such that it is impossible or impracticable for either Party to execute the terms and conditions of this MAA, each Party has the right to terminate this Agreement upon eighteen (18) months prior written notice to the other Party. Termination will not be effective for Trainees at Affiliate until they have completed their Training Experiences at Affiliate pursuant to the PITA.

15. 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.

COLLEGE:

Washington State University
Elson S. Floyd College of Medicine
412 E. Spokane Falls Blvd.
Spokane, WA 99202-2131
Attn: James M. Record, MD, JD
Vice Dean, GME/CME/Partnerships
Designated Institutional Official
james.record1@wsu.edu
Ph: 509-368-6720

AFFILIATE:

Providence Health & Services – Washington
d/b/a Providence Sacred Heart Regional Medical Center
101 W 8th Avenue
Spokane, WA 99204
Attn: Chief Medical Officer

16. 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 13 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.
- F. Captions: The captions or headings in this MAA are for convenience only and in no way define, limit, or describe the scope or intent of any provisions, articles, sections, or clauses of this MAA.
- G. No Third Party Beneficiary: Nothing in this MAA is intended to or shall create any rights or remedies in any third parties.
- H. Status of Trainees: Trainees will be considered employees of the designated Program Sponsor. Each Party does not and will not assume any liability under any law relating to worker's compensation on account of any Trainee in a Program Sponsored by the other Party that is performing, receiving training, or traveling pursuant to this MAA. Trainees shall only be entitled to a stipend and benefits as stated in their respective PITA, and any other normal and customary benefits afforded to Trainees as set forth in the MAA (i.e., parking) and as permitted by law. A Party shall not have any monetary obligation to the other (except as described in any FSA) for the other's Program or to Trainees of the other's Program by virtue of this MAA.
- I. Entire Agreement: This MAA, and the attachments hereto and incorporated references herein, shall constitute the entire agreement between the Parties with respect to the subject matter herein and supersedes all prior communications and writings with respect to the content of said MAA.
- J. Amendments: No modification, extension, or waiver of this MAA or any provision thereof shall be binding upon either the College or Affiliate unless reduced to writing and duly executed by both Parties.
- K. Counterparts: This MAA, and any amendment or supplement to this MAA, may be executed in two or more counterparts, each of which will constitute an original but all of which will together constitute a single instrument. Transmission by facsimile or electronic mail of a PDF of an executed counterpart signature page by a Party shall constitute due execution and delivery of this MAA by such Party and together such signature pages shall constitute a single enforceable instrument.

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17. SIGNATURES

The Parties executing this MAA below hereby certify they have the authority to sign this MAA on behalf of their respective Parties and that the Parties agree to the terms and conditions of this MAA as shown by the signatures below.

WASHINGTON STATE UNIVERSITY
ELSON S. FLOYD COLLEGE OF MEDICINE

PROVIDENCE HEALTH & SERVICES –
WASHINGTON D/B/A PROVIDENCE
SACRED HEART MEDICAL CENTER &
CHILDREN'S HOSPITAL

RECOMMENDED BY:

Daryll B. DeWald 3/14/23
Daryll B. DeWald, Ph.D. Date
Vice President and Chancellor,
WSU Health Sciences

James M. Record, MD, JD, FACP 3/14/23
James M. Record, M.D., J.D. Date
Interim Dean & Designated
Institutional Official

Susan Stacey 3/15/23
Susan Stacey Date
Chief Executive
Inland Northwest Service Area

Joel Gilbertson 3/15/23
Joel Gilbertson Date
Chief Executive
Central Division

APPROVED BY:

Kirk H. Schulz 3/14/2023
Kirk H. Schulz Date
President

APPROVED AS TO FORM

A. Schillinger 03/14/2023
Andrew Schillinger
Assistant Attorney General
Washington State Attorney's General's Office

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

**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 (“College”) 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.

3. 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 College's Graduate Medical Education Committee, and by relevant WSU policies and procedures, and by Affiliate's relevant policies and procedures.

4. 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

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]