

**Clinical Skills Course Agreement**

This Clinical Skills Course Agreement (“Agreement”) is made and entered into as of \_\_\_\_\_ (“Effective Date”) by and between The Ranken-Jordan Home for Convalescent Crippled Children (“Ranken Jordan”), a Missouri nonprofit corporation, located at 11365 Dorsett Road, and [Institution Name] (“Institution”), a \_\_\_\_\_, with its principal place of business at \_\_\_\_\_. Ranken Jordan and Institution are sometimes referred to collectively as the “Parties” and individually as a “Party”.

- A.** WHEREAS, The Ranken-Jordan Home for Convalescent Crippled Children (“Ranken Jordan”) operates as a pediatric specialty hospital and offers clinical skills courses, which are structured educational programs designed to teach healthcare professionals practical, hands-on clinical techniques and procedures to enhance their clinical knowledge, competence, and promote patient safety;
- B.** WHEREAS, Institution desires to enroll certain of its clinical staff in the clinical skills courses offered by Ranken Jordan, to support professional development and to enable staff to gain clinical knowledge and competence;
- C.** WHEREAS, the Parties desire to set forth the terms and conditions under which Institution’s staff may participate in such courses;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

**1. Purpose**

The purpose of this Agreement is to set forth the terms and conditions under which Ranken Jordan will provide, and Institution will enroll its designated clinical staff (“Attendees”) in Care with Confidence: Tracheostomy & Ventilator Support Skills, a clinical skills course covering essential skills related to tracheostomy care, ventilator management, and emergency airway management. The Course is developed, hosted, and facilitated by Ranken Jordan and may take place on Ranken Jordan premises or utilize Ranken Jordan resources.

**2. Course Registration**

- a.** Registration Process. Each Attendee shall be registered individually through Ranken Jordan’s designated course website. The online registration form will require information about the Attendee and must identify the Institution through which the Attendee is registering.
- b. Registration Fee and Payment.**
  - i.** Registration Fee. A fee per Attendee, per Course registration shall apply. The fee charged will be the amount in effect and listed on Ranken Jordan’s course website at the time of registration. Ranken Jordan reserves the right, in its sole discretion, to change registration fees and any available discounts at any time.
  - ii.** Payment. The full registration fee is due at the time of online registration and may be paid by either the Institution or the Attendee. Registration is not complete until payment is received.

- iii. **Institution Responsibility.** The Institution acknowledges and agrees that it remains ultimately responsible for ensuring payment of all registration fees for its Attendees, regardless of whether payment is submitted by the Institution or by an Attendee.
- iv. **Cancellation for Non-Payment.** Failure to pay the full registration fee, a payment not being successfully processed, or any other payment issue arising shall result in automatic cancellation of the registration without liability to Ranken Jordan and a refund of any partial fees received. Ranken Jordan will send notice of such cancellation to both the Institution and the Attendee confirming the cancellation due to non-payment.
- c. **Verification and Confirmation.** Ranken Jordan will verify that the Attendee's identified Institution is a party to a current Clinical Skills Course Agreement. Upon verification and receipt of full payment, Ranken Jordan will send a registration confirmation to both the Attendee and the Institution. Confirmation is required before an Attendee may participate in the Course. If the Attendee's Institution is not under an active Clinical Skills Course Agreement, the registration will be cancelled, and any course fees paid will be fully refunded.
- d. **Attendee Waiver.** As part of the registration process, each Attendee must complete the required Acknowledgement of Risks and Waiver of Liability ("Waiver"), which includes risk acknowledgment, intellectual property restrictions, prohibition on unauthorized recording, and acknowledgment that Ranken Jordan may record the Course for internal, educational, or marketing purposes. Each Attendee must complete and submit the Waiver prior to attending any portion of the Course ("Waiver Compliance"). Failure to comply will result in denial of attendance. The Institution is responsible for ensuring all Attendees meet this requirement. No refunds or Course credits will be issued for non-compliance.
- e. **Attendance Eligibility.** Only individuals who are fully registered for the Course may attend. Observers, unregistered staff, or guests are not permitted, even if accompanied by a registered Attendee. The Institution is responsible for ensuring compliance with this requirement.
- f. **Attendee Substitutions.** Attendee substitutions are not permitted. If an Attendee cannot attend a Course for which they are registered, the Institution or Attendee must follow the cancellation requirements set forth in Section 5(a).

**3. Course Cancellation and Rescheduling**

- a. **Attendee Cancellation.** If an Attendee cannot attend a scheduled Course, the Institution or Attendee must submit a cancellation notice via the course website. Attendee registrations cannot be rescheduled to a different Course date.
  - i. If cancellation is submitted seven (7) or more days prior to the scheduled Course date the Institution or Attendee shall receive a full refund of Course fees paid.
  - ii. If cancellation is submitted at least twenty-four (24) hours prior to the scheduled Course start time the Institution or Attendee shall receive a fifty percent (50%) refund of Course fees paid.
  - iii. If Cancellation is submitted less than twenty-four (24) hours before the Course start time no refund will be issued.
- b. **No Show.** Failure of an Attendee to appear for a Course without submitting a cancellation notice via the course website shall be deemed a "no call, no show." In such cases, no refund will

be issued. Confirmation will be sent to the Institution and the Attendee regarding the failure to attend. Ranken Jordan may record the incident for future enrollment considerations.

- c. Ranken Jordan Cancellation or Rescheduling. Ranken Jordan reserves the right, in its sole discretion, to cancel or reschedule a Course for any reason, including but not limited to, insufficient enrollment, instructor availability, operational needs, or unforeseen circumstances. Ranken Jordan will provide notice of Course cancellation or rescheduling as soon as practicable and, whenever possible, at least five (5) business days prior to the originally scheduled Course date. Notice will be provided via email to the primary contact listed for the Institution and directly to all registered Attendees.
  - i. Cancelled Course. If Ranken Jordan cancels a Course, a full refund of Course fees paid will be automatically issued to all registered Attendees.
  - ii. Rescheduled Course.
    - 1. If Ranken Jordan reschedules a course, all registrations will automatically transfer to the new Course date, and no further action is required by the Institution or Attendees. It shall be presumed that registered Attendees will attend on the new date and time.
    - 2. If an Attendee cannot attend a rescheduled Course, the Institution or Attendee must submit a cancellation notice via the course website.
      - a. If cancellation is submitted at least twenty-four (24) hours prior to the scheduled Course start time the Institution or Attendee shall receive a full refund of Course fees paid.
      - b. If Cancellation is submitted less than twenty-four (24) hours before the Course start time no refund will be issued.
- d. Refund Processing. All refunds will be issued only to the party who originally paid the Course fees, using the same payment method used at the time of registration. Refunds are processed by Ranken Jordan's payment processor and typically take two (2) to seven (7) business days to process. Additional time may be required for the issuing bank or financial institution to release the funds. Ranken Jordan shall not be responsible for any delays caused by the payment processor, bank, or other third-party financial institution.
- e. Limitations. Ranken Jordan shall not be liable for any costs, damages, or losses incurred by Institution or Attendees as a result of Course cancellation, rescheduling, or limited availability.

**4. Course Administration and Ranken Jordan Responsibilities**

- a. Course Offering and Administration. Ranken Jordan shall have sole discretion and responsibility for offering the Course, including determining the dates, times, location, duration, and enrollment capacity of each session. Enrollment will be accepted on a first-come, first-served basis, and Ranken Jordan does not manage waitlists.
- b. Course Agenda, Content, and Instruction. Ranken Jordan shall also have sole discretion and responsibility for the Course agenda, content, instructional materials, and selection of instructors. Ranken Jordan may, in its discretion, substitute instructors, modify Course content or materials, or make other adjustments to the agenda to ensure safe, effective, and compliant instruction. No prior notice to the Institution or Attendees is required for such substitutions or adjustments.

- c. **Course Materials and Access to Resources.** Ranken Jordan shall make reasonable efforts to provide all Course materials in advance or at the start of the Course and shall provide access to qualified instructors, training, and educational resources, including simulation labs as applicable. Ranken Jordan does not guarantee any specific learning outcomes or Attendee competency, and its obligations are limited to the provision of instruction, materials, and access to Course resources.
- d. **Course Rescheduling and Modifications.** Ranken Jordan may also reschedule or modify the Course as necessary to comply with applicable laws, accreditation requirements, infection prevention protocols, or to maintain safe and effective instruction.
- e. **Attendance Eligibility and Prerequisites.** Attendees must meet all prerequisites and enrollment criteria established by Ranken Jordan. Ranken Jordan reserves the right, in its sole discretion, to deny participation to or remove any Attendee who does not meet such prerequisites or criteria.
- f. **Late Arrival and Partial Attendance.** Attendees are expected to arrive on time for all Course sessions, and those who arrive more than thirty (30) minutes after the scheduled start time may be restricted from participating. Attendees are expected to participate in the full Course. Attendees leaving early or missing thirty (30) minutes or more of instructional time will be considered partial attendance. No refunds will be issued for late arrivals or partial attendance..

**5. Attendee Standards and Conduct**

- a. **Conduct, Health, and Safety Compliance.** Attendees are expected to conduct themselves professionally and comply with all hospital policies, safety protocols, and infection prevention and control procedures at all times. Ranken Jordan may deny participation or remove any Attendee whose behavior, conduct, performance, or health condition in its sole discretion:
  - i. Poses a risk to the safety, health, or learning environment of other Attendees, instructors, Ranken Jordan personnel, hospital operations, or patients;
  - ii. Disrupts the effective operation of the Course; or
  - iii. Otherwise interferes with the achievement of Course objectives.If an Attendee is denied participation or removed under this section, no refund will be issued.
- b. **Location and Environmental Risks.** Attendees acknowledge that the Course may be conducted within Ranken Jordan's simulation lab or other areas of the hospital. Attendees may be exposed to minor risks associated with an active hospital environment, including potential exposure to infectious agents or biohazardous materials, in addition to those inherent in the Course itself. Ranken Jordan will take reasonable measures to maintain a safe learning environment and protect patient privacy in compliance with HIPAA but shall not be liable for any claims arising from such exposure, except as required by law.
- c. **Patient Privacy.** Attendees are strictly prohibited from accessing from accessing or attempting to access patient health information and must immediately report any inadvertent exposure to such information to Ranken Jordan personnel.
- d. **No Refunds Upon Denied Participation or Removal.** If an Attendee is denied participation or removed under this Section, no refunds or course credits shall be issued.
- e. **Waiver Requirement.** Attendance is conditional upon completion and submission of the required Acknowledgement of Risks and Waiver of Liability ("Waiver") as provided under Section 2.d.

6. Health and Safety Requirements

- a. **Institution Responsibility.** Institution shall ensure that all Attendees satisfy all reasonable health, safety, and clinical standards required by applicable federal, state, or local law, by Ranken Jordan, or by relevant accreditation or regulatory bodies, including but not limited to immunization, testing, and health screening requirements.
- b. **Notification of Requirements.** Upon receipt of the Course registration form, Ranken Jordan will provide Institution with its then-current requirements for vaccinations, health screenings, or other safety measures.
- c. **Non-Compliance.** Any Attendee who fails to meet these requirements may be denied participation or removed from the Course without refund or course credit.

7. Certification of Completion

- a. **Certificate.** Each Attendee who successfully completes the Course shall receive a Certificate of Course Completion issued by Ranken Jordan. Partial attendance or failure to participate in all required sessions will disqualify the Attendee from receiving a Certificate. Certifications will be sent to the email address provided at registration.
- b. **Scope of Certificate.** The Certificate of Course Completion confirms only that the Attendee has attended and completed the Course designed to enhance clinical knowledge and competence. It does not:
  - i. Certify, warrant, or guarantee the Attendee's clinical, professional, or technical competency;
  - ii. Substitute for any professional licensure, certification, credentialing, or privileging requirements; or
  - iii. Serve as a basis for employment, clinical privilege, credentialing decisions, or reliance by Institution, regulators, accrediting bodies, or any third party.
- c. **Institution Responsibility.** Institution expressly acknowledges and agrees that it remains solely responsible for verifying and assuring its staff's clinical competency, licensure, credentialing, privileging, and compliance with all applicable laws, regulations, and accreditation standards.

8. Indemnification and Hold Harmless

Institution shall indemnify, defend, and hold harmless Ranken Jordan, members of its Board of Directors, officers, employees, instructors, representatives, and agents (collectively, the "Indemnified Parties") from and against any and all claims, demands, actions, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to:

- a. The participation of Institution's Attendees in the Course, including failure to comply with registration, waiver, or cancellation procedures;
- b. Institution's use of, or reliance upon, any Certificate of Course Completion, or
- c. Institution's or its Attendees' failure to comply with applicable laws, regulations, accreditation standards, professional requirements, or Ranken Jordan's policies.
- d. Unauthorized use, disclosure, or breach of protected health information (PHI) or other confidential data by the Institution or its Attendees.

This indemnification obligation applies regardless of whether such claims are brought by Attendees, Institution employees, regulatory bodies, or third parties, and shall survive expiration or termination of this Agreement.

**9. Limitation of Liability**

To the fullest extent permitted by law:

- a. **No Consequential Damages.** In no event shall Ranken Jordan, members of its Board of Directors, officers, employees, instructors, or agents be liable to Institution or any third party for any indirect, incidental, special, punitive, or consequential damages, including lost profits, lost revenue, or loss of business opportunity.
- b. **Maximum Liability.** Ranken Jordan's total liability for any claims arising out of or related to this Agreement or the Course shall not exceed the total Course fees actually paid to Ranken Jordan by the Institution or Attendee for the affected Attendees.
- c. **No Warranty.** Ranken Jordan makes no representations or warranties, express or implied, regarding the educational content, outcomes, or Attendee competency following completion of the Course. Ranken Jordan further makes no warranties, endorsements, or representations regarding any third-party or publicly available resources referenced, linked, or provided in connection with the Course, and Institution accepts such resources "as is" and subject to their original terms of use or applicable license.
- d. **Technology and Access.** Ranken Jordan shall not be responsible or liable for any interruption, unavailability, delay, or technical malfunction of third-party websites, platforms, electronic resources referenced in connection with the Course, or payments processors, including but not limited to broken links, server downtime, or changes in access permissions. Ranken Jordan shall not be liable for data breaches, unauthorized access, or cybersecurity incidents affecting Course delivery.

**10. Compliance with Law**

Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations, including Missouri state law, CMS Conditions of Participation, DNV accreditation requirements, and all applicable professional licensure, credentialing, and regulatory standards.

**11. Representations and Authority**

Each Party represents and warrants that:

- a. it has all requisite power, authority, and legal capacity to execute, deliver, and perform this Agreement;
- b. the execution, delivery, and performance of this Agreement have been duly authorized by all necessary corporate, organizational, or governing body actions; and
- c. no further consent, approval, or authorization from any other person or entity is required to execute, deliver, or perform this Agreement.

**12. Educational Materials, Intellectual Property, and Confidentiality**

- a. **Ownership of Course Materials.** All Course content, materials, curriculum, training guides, presentations, and related educational resources (collectively, "Course Materials") shall be developed solely by Ranken Jordan and are the sole and exclusive property of Ranken Jordan,

protected under U.S. copyright and other intellectual property laws. Institution acknowledges that it has no right, title, or interest in the Course Materials and shall not modify, reproduce, distribute, or claim authorship of any materials. Institution further acknowledges that it has no input or approval rights regarding the content, format, or design of the Course Materials. This provision does not apply to third-party or publicly available resources (e.g., government publications, professional association guidelines, or other external materials) that Ranken Jordan may reference or provide links to in connection with the Course Materials. Ranken Jordan makes no claim of ownership over such external resources, and Institution may access and use such resources in accordance with their original terms of use or applicable license. Ranken Jordan does not warrant, endorse, or assume responsibility for the accuracy, completeness, or currency of any third-party or publicly available resources, and Institution accepts such materials “as is.”

- b. Confidentiality.** Institution shall treat all Course Materials as confidential and agrees not to disclose, share, or use the materials for any purpose other than participation in the Course. Ranken Jordan retains all intellectual property rights in and to the Course Materials, including copyright, trademark, and other proprietary rights.
- c. Use Restrictions.** Institution and Attendees shall not copy, reproduce, distribute, publicly display, or otherwise use the Course Materials for any purpose outside of participation in the Course without Ranken Jordan’s prior written consent.
- d. Intellectual Property.**
  - i. Attendees may be exposed to proprietary equipment, software, or training materials during the Course. All such materials remain the exclusive property of Ranken Jordan or third-party licensors.
  - ii. Attendees shall not copy, reproduce, remove, or distribute any proprietary materials, equipment, or software without prior written consent from Ranken Jordan.
  - iii. Any unauthorized use, disclosure, or duplication of proprietary materials or equipment may result in removal from the Course and potential legal action.

**13. Data Use, Recordings, and Photography**

- a. Consent to Capture.** Institution and Attendees consent to Ranken Jordan recording, photographing, or otherwise documenting the Course, including lectures, simulations, presentations, and Attendee participation, for educational, quality improvement, training, promotional, or marketing purposes, without compensation. Any recordings or media that may incidentally capture patient information will be de-identified or handled in compliance with HIPAA and other applicable privacy laws.
- b. Ownership.** All recordings, photographs, and other documentation created by Ranken Jordan in connection with the Course (collectively, “Course Media”) are the sole and exclusive property of Ranken Jordan. Institution and Attendees shall not claim any ownership, copyright, or other rights in the Course Media.
- c. Use Restrictions.** Institution and Attendees shall not copy, reproduce, distribute, publicly display, or otherwise use the Course Media for any purpose outside of participation in the Course without Ranken Jordan’s prior written consent.

- d. Release. Institution and Attendees release Ranken Jordan, its trustees, officers, employees, instructors, and agents from any claims, demands, or liabilities related to the use of the Course Media as permitted under this Agreement.
- e. Attendee Responsibility. Institution shall ensure that its Attendees comply with all privacy, confidentiality, and HIPAA requirements during the Course. Attendees are prohibited from accessing or attempting to access patient health information and must immediately report any inadvertent exposure to such information to Ranken Jordan personnel.
- f. No Unauthorized Recording. Attendees may not record, photograph, or otherwise capture audio, video, or images of the Course, including presentations, simulations, or materials, except as expressly permitted in writing by Ranken Jordan. Any violation may result in immediate removal from the Course and potential legal action.

**14. Institution Responsibilities**

Institution agrees to:

- a. Payment Obligations. Pay all Course fees in full and on time.
- b. Attendee Eligibility. Ensure that all Attendees meet prerequisites, health, safety, and professional requirements, including vaccinations, screenings, and licensure.
- c. Conduct Compliance. Ensure Attendees comply with Ranken Jordan policies, standards of conduct, and rules.
- d. Use of Course Materials. Restrict use of Course Materials solely to participation in the Course and maintain confidentiality.
- e. Indemnification Cooperation. Cooperate with Ranken Jordan in defending or resolving any claims related to Attendees' participation or use of Course Materials.
- f. Insurance. Maintain the following insurance coverage for Attendees participating in the Course. Ranken Jordan may request proof of insurance at any time before or during the course.:
  - i. General Liability Insurance with minimum coverage of \$1,000,000 per occurrence and \$3,000,000 aggregate.
  - ii. Professional Liability / Malpractice Insurance covering claims arising from acts, errors, or omissions by Attendees.
  - iii. Workers' Compensation Insurance as required by law.
  - iv. Proof of Insurance. Provide certificates of insurance upon request and naming Ranken Jordan as additional insured where applicable.
  - v. Notice of Changes. Institution shall provide thirty (30) days' prior written notice of any cancellation, lapse, or material change in insurance coverage.
  - vi. Compliance. All insurance policies must comply with applicable Missouri law and licensing requirements.

**15. Contact Information**

For the purposes of this Agreement, the Parties' contact information is as follows:

- a. Ranken Jordan:
  - i. Contact Name:
  - ii. Address:
  - iii. Phone:



**iv.** Email:

**b.** Institution

**i.** Contact Name:

**ii.** Address:

**iii.** Phone:

**iv.** Email:

Each Party may update its contact information by providing written notice to the other Party in accordance with Section 17.j (Notices).

**16. Miscellaneous.**

- a.** Governing Law. This Agreement shall be governed by Missouri law, irrespective of any conflicts-of-law provisions or choice-of-law statutes.
- b.** Dispute Resolution. Any dispute, claim, or controversy arising out of or relating to this Agreement shall be resolved exclusively by binding arbitration under the rules of the American Arbitration Association (AAA), conducted in St. Louis County, Missouri, and governed by the laws of the State of Missouri, unless the Parties agree otherwise. The Parties shall attempt to mutually select a single arbitrator, and if no agreement is reached within fifteen (15) days of a written request, the AAA shall appoint the arbitrator. The arbitrator's award shall be final, binding, and enforceable in any court of competent jurisdiction.
- c.** Acknowledgment of Risks. Institution and Attendees acknowledge that the Course is educational in nature and may include simulation activities. Ranken Jordan makes reasonable efforts to ensure safety but is not responsible for injury beyond standard precautions.
- d.** Force Majeure. Neither Party shall be liable for any delay or failure to perform caused by events beyond its reasonable control, including natural disasters, public health emergencies, or governmental actions.
- e.** Survival. Provisions regarding indemnification, limitation of liability, HIPAA and privacy compliance, certification disclaimers, intellectual property, and confidentiality shall survive termination or expiration of this Agreement.
- f.** Entire Agreement. This Agreement, including all attachments, schedules, and incorporated documents, constitutes the entire understanding and agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, negotiations, or communications, whether oral or written.
- g.** Amendments. Any amendment must be in writing and signed by both Parties.
- h.** Severability. If any provision is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- i.** Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one instrument.
- j.** Notices. Any notice required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered personally to the address of the Party set forth at the beginning of this Agreement, sent via a nationally recognized overnight courier, sent by certified mail, return receipt requested, or sent by email to the designated email address of the receiving Party, provided that the sending Party does not receive a delivery failure notification

and, for notices requiring acknowledgment, a confirmation of receipt (e.g., reply or read receipt) is obtained. Notice shall be deemed effective on the date of delivery (if hand-delivered), the next business day (if sent by overnight courier), three (3) business days (if sent by certified mail), or upon transmission (if sent by email with confirmation of receipt). Each Party may designate a different address or email for notice purposes by providing written notice to the other Party in accordance with this Section.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

**The Ranken-Jordan Home for Convalescent  
Crippled Children**

**[INSTITUTION]**

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____