EDUCATION AFFILIATION AGREEMENT
BETWEEN
FRANCISCAN HEALTH SYSTEM
AND
CENTRAL WASHINGTON UNIVERSITY

This Education Affiliation Agreement (Agreement) is made and entered into this 16th day of March, 2010 (“Commencement Date”), by and between Franciscan Health System, a non-profit corporation registered in the State of Washington (“Hospital”) and Central Washington University, Ellensburg, Washington. (“School”).

RECITALS

A. Hospital is a health system that owns and operates four general acute care hospitals located in Pierce County and King County, Washington: St. Anthony Hospital in Gig Harbor (“SAH”), St Clare Hospital in Lakewood (“SCH”), St Francis Hospital in Federal Way (“SFH”), St Joseph Medical Center in Tacoma (“SJMC”), (referred to individually as “Facility” or collectively as “Facilities”) and provides comprehensive health care to patients in its service area.

B. Hospital furthers its mission of providing community benefit and health care to the underserved by supporting educational programs for training of health care professionals by allowing schools and their students to utilize Hospital’s facilities and personnel for students’ clinical experience with patients, practical training, and other academic activities.

C. School offers and conducts education in health care for its enrolled students. Clinical training and experience is an essential component of School’s curriculum and necessary to prepare its students for professional careers in public health.

D. School desires to make arrangements with Hospital to provide for the clinical experience and/or practical training of its qualified allied health (“students”) students in Hospital, (the Program”).

E. Hospital and School enter into this Agreement for the purpose of affording Students the opportunity to participate in clinical experiences with patients of Hospital and to provide School and its Faculty (“Faculty”) with a site for the education of its Students.

NOW THEREFORE, in consideration of these recitals, the terms and conditions set forth herein and the benefits received by each party herein, the parties agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

School shall perform all of the following, each of which shall be a precondition to performance by Hospital under this Agreement:
1.1 In consultation with Hospital, plan and implement the Program including goals and course objectives, preparatory instruction, subject material, schedule, and overall supervision of the Students necessary to ensure proper application of principle and theory during the Students’ participation in the Program.

1.2 Select, evaluate, and assign qualified Students to participate in the Program who are acceptable to Hospital. A Student is deemed qualified if s/he:

1.2.1 Possesses satisfactory academic records and meets minimum requirements established in advance by the School for participation in the Program.

1.2.2 Has undergone and passed a TB skin test, and chest x-ray if applicable, within twelve (12) months of participation in the Program;

1.2.3 Has demonstrated immunity to or has received diphtheria, tetanus, rubella, rubeola, Hepatitis B and any other vaccinations required by federal and state law.

1.2.4 Has successfully completed TJC and OSHA approved training in occupational exposure, HIV/AIDS, universal precautions, body mechanics and electrical and fire safety, HIPAA requirements and requirements of applicable federal and state laws or regulations.

1.2.5 Has not been excluded from participation in Federal programs including Medicare or Medicaid.

Hospital may impose additional health requirements for Students as warranted.

1.3 Provide Hospital with the name of the Students selected to participate in the Program at least fourteen (14) days before such Students begins participation in the Program.

1.4 Designate and provide appropriately qualified or credentialed faculty for administration of the Program and supervision of Students. School shall retain ultimate responsibility for the supervision, control, evaluation, and related matters concerning Students subject to Hospital’s responsibilities and authority set forth herein. Except as otherwise provided in Section 6.3 of this Agreement, School shall have the responsibility for discipline of Students.

1.5 Become familiar with Hospital, its policies, procedures and standards, including but not limited to policies for dress and conduct, risk management, hygiene and other standards described herein, and take reasonable steps to ensure that, in connection with the Program, School, Faculty and Students comply with such Hospital requirements and with applicable federal and state laws including, but not limited to the following:
1.5.1 School and Students will conduct activities associated with this Agreement in accordance with the Ethical and Religious Directives for Catholic Health Care Services, Fourth Edition, as promulgated by the National Conference of Catholic Bishops in the United States Catholic Conference, and as amended from time to time and as interpreted by the local bishop. The Ethical & Religious Directives are available at the following website: http://www.usccb.org/bishops/directives.shtml.

1.5.2 School and Students will conduct activities associated with this Agreement in accordance with the CHI Standards of Conduct attached as Exhibit A.

1.5.3 School and Students shall treat all non-public information obtained through the Program or as a result of this Agreement as confidential and shall not, without written authorization from Hospital, release or share such information with any third party, except as required by law. Prior to reporting any actual or perceived violation of law to any governmental entity, first discuss such matter with Hospital’s Corporate Responsibility Officer and Legal Counsel and provide Hospital with an opportunity to investigate and appropriately report such matter, and donate any financial benefit received as a result of reporting a perceived compliance matter based on any such non-public information so obtained to an organization determined by the Internal Revenue Service to be qualified under section 501(c)(3).

1.6 Participate with Hospital in ongoing review of the Program and provide to Hospital an annual report evaluating Program performance in the past year and summarizing Program activities for the ensuing year.

1.7 Assist Hospital development of in-service education programs comparable to such programs at other similarly situated hospitals.

1.8 Keep and maintain all records and reports related to this Agreement and Students’ Program participation. Provide, upon Hospital’s request, copies of such records pertaining to Hospital business or necessary for Hospital to meet accreditation standards including, but not limited to Joint Commission on Accreditation of Healthcare Organizations (TJC) standards or regulatory requirements including records of training and documentation for bloodborne pathogens, standard precautions, tuberculosis, and respiratory protection.

1.9 Assume responsibility for the cost of equipment and supplies of Hospital that are broken or damaged by Students. School reserves the right to seek reimbursement for said supplies and equipment from the Student.

2. RESPONSIBILITIES OF HOSPITAL

Hospital shall:
2.1 Retain ultimate administrative authority for all Faculty, Student and Program activities that influence the conduct of Hospital operations, patient welfare or quality of patient care.

2.2 Appoint a Clinical Education Coordinator to coordinate the Program for Hospital and for Hospital personnel who have been designated to provide direction to Students.

   2.2.1 Hospital, through such designated employees, shall serve as a resource for clinical education for assigned Students.

   2.2.2 School shall appoint such designated Hospital personnel to its non-tenured clinical Faculty with all attendant privileges thereto.

   2.2.3 The Clinical Education Coordinator will assist School in planning for Hospital clinicians to provide instruction to individual Students in the clinical setting.

2.3. Have the right to refuse participation to any specific Student for any lawful reason and the sole authority to establish the number of Students who may participate in the Program.

2.4. Provide orientation for Faculty and Students to Hospital's premises, policies, procedures, and rules. Hospital may require Students and Faculty to receive TJC and regulatory training.

2.5. At its discretion make available to Faculty and Students, Hospital’s library, classrooms, conference rooms or other Hospital resources to enhance Student learning.

2.6. Provide emergency medical treatment to ill or injured Students or Faculty members, who will remain responsible for charges associated with such treatment.

3. RESPONSIBILITIES OF STUDENT

Each Student shall:

3.1 Comply with applicable Hospital policies, procedures and standards of conduct described herein.

Possess medical malpractice liability coverage with limits of one million dollars/three million dollars. School shall inform all students who it plans to place at Hospital that: Hospital will accept placement of only those students who are insured against liability for actions or inactions occurring in the clinic setting, and students are required to provide Hospital with a certificate evidencing such insurance upon request.

3.2 Meet the criteria for qualification described in Section 1.2 above.
3.3 Pay all charges resulting from treatment provided pursuant to Section 2.6.

4. **TERM AND TERMINATION**

4.1 **Term.** The term of this Agreement shall be two years beginning on the Commencement Date. The Agreement will automatically renew for succeeding one (1) year terms unless one party notifies the other party of its intent to not renew at least three (3) months in advance of any annual expiration date.

4.2 **Termination.** Either party may terminate this Agreement without cause by providing sixty (60) days advance written notice of termination.

4.3 **Immediate Termination.** If the performance by either party of any part of this Agreement jeopardizes the licensure of Hospital, its participation in reimbursement or payment programs, its full accreditation by any recognized accreditation organization, its tax-exempt status, its property or its financing, or will prevent or prohibit any physician, or any other health care professionals or their patients from utilizing Hospital or any of its services, or if for any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields, Hospital may at its option terminate this Agreement immediately. Either party that holds a reasonable belief as a result of a memorandum, agency opinion, case law or other recognized authority that any part of this Agreement is contrary to a law or to regulations promulgated thereunder may immediately terminate this Agreement. Further, this Agreement may be immediately terminated as Hospital deems necessary to maintain the health or safety of employees and patients.

4.4 **Effect of Termination.** Unless this Agreement is renewed, replaced or superseded by another agreement between Hospital and School, and to the extent applicable, any clinical privileges of Students and School employees and agents governed by this contract shall automatically terminate upon termination of this Agreement. Such automatic termination of clinical privileges shall not require compliance with the notice, hearing or any other due process provisions of the Medical Staff Bylaws or Hospital policies. Notwithstanding the foregoing, Hospital shall attempt to facilitate completion of the Program for a Student who is a Program participant at the time this Agreement terminates.

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5. **INSURANCE AND INDEMNIFICATION**

5.1 **School Insurance.** School is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against School and its...
employees, officers, and agents in the performance of their duties under this Agreement will be paid from the tort claims liability account as provided in Chapter 4.92 RCW. University will make medical malpractice liability insurance available for purchase by its students. The limits on the liability policy shall be, at minimum, $1,000,000 per occurrence. School will provide those students who purchase the medical malpractice liability insurance through it with proof of insurance. Students also may acquire medical malpractice liability insurance through another source. School shall inform all students who it plans to place at Hospital that: Hospital will accept placement of only those students who are insured against liability for actions or inactions occurring in the clinic setting, and students are required to provide Hospital with proof of valid insurance prior to placement. In addition, the limits on the medical malpractice liability policy shall be, at minimum, $1,000,000 per occurrence, and should proof of insurance not meet Hospital approval and satisfaction, Hospital can refuse to accept any student for placement.

5.2 **Hospital Insurance.** Hospital will maintain professional liability coverage with limits of not less than $1,000,000 per occurrence and $3,000,000 annual aggregate (or an equivalent program of self-insurance).

5.3 **Responsibility for Own Acts.** Each party to this agreement will be responsible for the acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and 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 Agreement. If a claim is made against both parties, each party shall cooperate in the defense of said claim and cause its insurers to do likewise. Each party shall, however, retain the right to take any action it believes necessary to protect its own interests.

6. **RELATIONSHIP OF THE PARTIES AND STUDENTS.**

6.1 As to each other, School and Hospital are independent contractors. Neither School nor its faculty, agents, or employees shall be deemed to be employees or agents of Hospital. Nothing contained in this Agreement shall be construed to create a partnership or joint venture between Hospital and School, or to authorize either party to act as a general or special agent of the other party in any respect, except as specifically set forth herein.

6.2 Students shall be, for all purposes, students of the School, and not employees, independents contractors, agents or students of Hospital. Students and School faculty shall wear nametags clearly identifying themselves as students or faculty of the School at all times while on Hospital premises. Services rendered to patients by Students are incidental to the educational purpose of the Program, and Students will not replace Hospital personnel. Hospital shall not assume liability under any law relating to Worker’s Compensation on
account of any Student’s performing, receiving training, or traveling in connection with the Program. Hospital shall have no monetary obligation hereunder to School or Students.

6.3 Notwithstanding any other provision in this Agreement to the contrary, Hospital may demand, and School will immediately effect, the removal of a specific Student if, in the sole determination of Hospital, the Student poses a risk of harm to the health or welfare of Hospital’s patients or personnel, fails to comply with Hospital’s applicable policies, procedures, rules, regulations or Medical Staff Bylaws, fails to demonstrate appropriate professional behavior, is excluded from any federally funded health care program or fails to maintain the qualifications of Section 1.2 above. If School is unable or unwilling to effect the reasonably prompt removal of the Student, Hospital, in its discretion may remove the Student.

7. COMPLIANCE WITH APPLICABLE LAWS

7.1 Compliance with Applicable Laws, Regulations and Standards. The Parties intend this Agreement to comply with and shall strive to comply with all applicable federal and state laws, statutes, rules and regulations, including but not limited to Title VI of the Civil Rights Act of 1964, and related regulations, and applicable Federal, State, and local laws and regulations, which prohibit any form of discrimination; Medicare, Medicaid laws; law commonly referred to as Stark and anti-kickback; the Taxpayer Bill of Rights and the Internal Revenue Code, specifically including the provisions regarding private benefit and private inurement that apply to Hospital as a 501(c)(3) corporation.

7.2 Privacy of Individual Healthcare Information. Specifically, but not by way of limitation, insofar as Hospital is a Covered Entity, and is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1997 (HIPAA), including the final Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 170 and 174 (Privacy Regulations), and insofar as Hospital grants School access to Hospital’s patients’ Protected Health Information, permitting School to create Protected Health Information of Hospital’s patients, and to use Hospital patients’ Protected Health Information for clinical experience, School agrees as follows:

7.2.1 Definitions

a. “Covered Entity” means a health care provider who transmits any health information in electronic form in connection with a transaction covered by HIPAA. Hospital is a covered entity.

b. “Disclose” and “Disclosure” mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside the Covered Entity’s internal operations or to persons other than its employees.
c. "Disclosing Party" means the party, which is Disclosing Protected Health Information to another party to this Agreement.

d. "Protected Health Information" or "PHI" means information, whether oral or recorded in any form or medium, including demographic information, that (i) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; (ii) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (iii) is received by Receiving Party from Disclosing Party, or is created by Receiving Party, or is made accessible to Receiving Party by Disclosing Party.

e. "Minimum Necessary Information" means (i) in the case of routine and recurring types of Disclosures, the set of data or records which the Disclosing Party determines is reasonably necessary to achieve the purpose of the Disclosure; (ii) in the case of non-routine or non-recurring Disclosures, the set of data or records which the Disclosing Party determines is reasonably necessary to accomplish the purpose of the Disclosure, upon review of each Disclosure according to criteria developed by the Disclosing Party.

f. "Receiving Party" means a party who is Receiving Protected Health Information from Disclosing Party pursuant to this Agreement.

g. "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Protected Health Information within the Covered Entity's internal operations.

7.2.2 Obligations of Receiving Party

a. Permitted Uses and Disclosures of PHI. School shall Use and Disclose PHI solely and in an amount that is minimally necessary to carry out the terms of this Agreement. Unless required by law School shall keep in confidence and shall not Use or Disclose PHI, either verbally or written, or in any form or medium, for any other purpose.

b. Adequate Safeguards for PHI. School warrants that it shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of PHI in any manner other than as permitted by the Agreement.

c. Reporting Non-Permitted Use or Disclosure. School shall immediately notify Hospital of each Use or Disclosure of PHI, of which it becomes aware, that is made by School, its employees, representatives,
Students, agents or subcontractors that is not specifically permitted by this Agreement.

d. **Breach or Misuse of PHI.** Hospital may terminate this Agreement, without penalty, effective immediately upon notice that any breach of confidentiality or misuse of PHI by School has occurred or that School has not appropriately safeguarded PHI to Hospital’s satisfaction.

e. **Indemnification.** School shall indemnify and hold Hospital harmless from and against all claims, liabilities, damages, judgments, fines, assessments, penalties, awards and other expenses out of or in any manner connected with the unauthorized Use of Disclosure of PHI by School or breach of this Section 7.2.

7.2.3 **Disposition of PHI Upon Termination or Expiration.** Upon termination or expiration of the Agreement, School shall either return or destroy, in Hospital’s sole discretion and in accordance with any instructions by Hospital, all PHI in the possession or control of School, its employees, representatives, Students, agents or subcontractors. However, if Hospital determines that neither return nor destruction of PHI is feasible, School may retain PHI provided that School (a) continues to comply with the provisions of these Sections 7.2 for as long as it retains PHI, and (b) limits further Uses and Disclosures of PHI to those purposes that make the return or destruction of PHI infeasible.

7.2.4 **Written Assurances.** School shall require each of its employees, representatives, Students, agents and subcontractors that receive PHI from Hospital to execute a written confidentiality agreement obligating the employee, representative, Student, agent or subcontractor to comply with all the terms of this Section 7.2.

7.3 In an effort to comply with the requirements of §1128(b) of the Social Security Act, and the regulations promulgated thereafter, the Hospital and the School mutually certify and warrant as follows:

7.3.1 that the goods or services being furnished and the charges for same, are in compliance with the requirements of Medicare, Medicaid and state law.

7.3.2 that School, or any individual assigned by School to provide services pursuant to this Agreement, specifically including all Students, is not and at no time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid. School hereby agrees to immediately notify Hospital of any threatened, proposed, or actual exclusion of School or any individual providing services to the Hospital, including any Student, from any federally funded health care program, including Medicare and Medicaid. If School or any individual providing services to the Hospital, including any Student, is excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the
commencement date it is determined that School or any individual providing services to the Hospital, including any Student, is in breach of this section, this Agreement shall automatically terminate as of the date of such exclusion or breach. School further agrees that any individual employed or contracted by School who is excluded from participation in federally funded health care programs during the term of this Agreement shall automatically be deemed ineligible and/or removed from providing any additional services to Hospital pursuant to this Agreement.

7.3.3 Reserved

7.3.4 that the parties will cooperate by furnishing information about past, present or future transactions, to whatever extent may be necessary, in order to establish compliance with Medicare and Medicaid requirements by the Hospital and School.

8. GENERAL PROVISIONS

8.1 The parties may complete a Clinical Site Information Form (CSIF) as Exhibit C to this Agreement to set forth additional specific details of the Program.

8.2 Whenever under the terms of this Agreement written notice is required or permitted to be given by any party to any other party, such notice shall be in writing and shall be deemed to have been sufficiently given if personally delivered, delivered by a national overnight courier service (such as Federal Express), transmitted by electronic facsimile or deposited in the United States Mail, in a properly stamped envelope, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given, at the address hereinafter set forth. Any party hereto may change its address by written notice in accordance with this Section:

Notice to Hospital:                      Notice to School:
John Mueller, MHA, RN                    Business Services & Contracts
Director, Education Services-FHS         Central Washington University
34515 9th Avenue South                   400 East University Way
Federal Way WA 98003                     Ellensburg, WA 98926-7474

8.3 School may not assign, encumber or transfer this Agreement without Hospital’s prior written consent.

8.4 This Agreement supersedes all previous contracts or agreements between the parties which respect of the same subject matter and does constitute the entire Agreement between the parties hereto. There are no agreements, representations, or warranties between or among the parties other than those set forth in this Agreement or the documents and agreements referred to in this Agreement.

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8.5 Neither party shall use the name of the other party in any promotional or advertising material without the prior written consent of the party whose name is to be used. Each party shall deal with each other publicly and privately in an atmosphere of mutual respect and support, and each party shall maintain good public and patient relations and efficiently handle complaints and inquiries with respect to the Program.

8.6 Except as specifically provided for herein, each party shall bear its own expenses incurred in connection with the Agreement and the performance of its terms.

8.7 If and to the extent required by Section 1395x(v)(1)(I) of Title 42 of the United States Code, until the expiration of four (4) years after the termination of this Agreement, School shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the costs of the services provided by School under this Agreement. School further agrees that in the event School carries out any of its duties under this Agreement through a subcontract with a related organization with a value or cost of Ten Thousand Dollars ($10,000.00) or more over a twelve (12) month period, such subcontract shall contain a provision requiring the related organization to make available until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract upon written request to the Secretary of the United States Department of Health and Human Services, or upon request to the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of such subcontract and such books, documents and records of such organization as are necessary to verify the nature and extent of such costs.

8.8 If this contract is determined to be a contract within the purview of §1861(b)(1)(I) of the Social Security Act and the regulations promulgated in implementation thereof at 42 CFR Part 420, School, its agents, employees, officers and directors agree to make available to the Comptroller General of the United States, the Department of Health and Human Services ("HHS") and their duly authorized representatives, access to the books, documents and records of the respective party and such other information as may be required by the Comptroller General or Secretary at HHS to verify the nature and extent of the cost of service provided by School. If School, its agents, employees, officers or directors refuse to make the books, documents and records available for said inspection, and if, as a result, Hospital is denied reimbursement for said services, then School agrees to indemnify Hospital for Hospital's loss or reduction in reimbursement. The obligation of School to make records available shall extend for four (4) years after the furnishing of the latest service under this Agreement.

8.9 The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or note be construed to be a waiver of any subsequent breach hereof.
8.10 This Agreement shall be construed and governed by the laws of Washington State applicable to agreements made and to be performed wholly within that state irrespective of such state's choice-of-law principles.

8.11 The various rights and remedies of each party, contained herein, are in addition to those the party may be entitled to by law, and shall be construed as cumulative.

8.12 The parties may amend this Agreement by mutual agreement and without additional consideration if the amendment is in writing and signed by each party.

8.13 Except as otherwise expressly provided herein, all terms herein, express and implied, that, by their nature are continuing, shall survive termination of this Agreement, and remain in effect and binding upon the parties until they have fulfilled such obligations hereunder, and the statute of limitations shall not commence to run until the time that such obligations have been fulfilled. Such terms include but are not limited to Sections 1.5.3; 1.8; 4.3; 5; 6.1; 6.2; 7.2; 7.3.3; 7.3.5; 8.5; 8.9; 8.10; 8.11.
AGREED TO AND APPROVED:

FOR HOSPITAL

David Lawson
Name, Title
Vice-President, Human Resources

Date: 6/23/10

FOR SCHOOL

Connie Lambert, Dean, College of Education & Professional Studies

Date: 6/7/10
Exhibit A

CHI Standards of Conduct.

Exercise good faith and honesty in all dealings and transactions.

Create a workplace that fosters community, respects the inherent dignity of every person, promotes employee participation and ensures safety and well-being.

Maintain a high level of knowledge and skill among all who serve in order to provide a high quality of care.

Provide accurate and truthful information in all transactions.

Maintain and protect the confidentiality of patient, employee and organizational information.

Exercise responsible stewardship of both human and financial resources.

Avoid conflicts of interest and/or the appearance of conflicts.
Exhibit B

In consideration of and as a condition to participating in the Program:

1. The undersigned hereby acknowledges that s/he is a student in good standing in the University of ____________ School of _______ and has received copies of the following:

   (a) Educational Affiliate Agreement between Franciscan Health System and University of ____________ School of _______ dated ____________ (“the Agreement”).

   (b) [List any other documents provided to Student, including policies and procedures, a copy of the Ethical and Religious Directives, employee handbook, etc.].

2. The undersigned agrees to abide by the terms of the Agreement applicable to Student including but not limited to those terms relating to qualifications and responsibilities of Student, confidential information and compliance with laws, documents referenced in the Agreement and documents identified in Section 1, above.

3. The undersigned further certifies that he or she is not and at no time has been excluded from participation in any federally funded program, including Medicare and Medicaid and further agrees to immediately notify Hospital of any threatened, proposed, or actual exclusion.

__________________________________________________________
Signature of Student

__________________________________________________________
Date

Witnessed By: ____________________________________________
Exhibit C
Clinical Site Information Form