Affiliation Agreement

This cooperative agreement made and entered into this 1st day of March, 2011, by and between Central Washington University hereinafter called the “SCHOOL” and HealthPoint, Renton, Washington, hereinafter called the “HEALTH AGENCY”.

Whereas, the SCHOOL wishes to provide education for their students by affiliating with the HEALTH AGENCY, primarily to provide the students with clinical experience, and whereas, the HEALTH AGENCY wishes to cooperate in providing this educational experience for students.

In consideration of the mutual covenants and conditions herein contained, it is agreed as follows:

Responsibilities of the SCHOOL:

1. The SCHOOL’S instructor will plan work site experience with the training facilitator supervisor. Prior to the commencement of each training program, the SCHOOL’S instructor will provide the work site supervisor with the following information:
   The name(s) of students to be assigned
   The dates and hours of assignments

2. The SCHOOL, in conjunction with the HEALTH AGENCY will provide for instruction and adequate supervision of students assigned to the HEALTH AGENCY for clinical experience.

3. The administration of the student educational program and general supervision of instruction shall be the responsibility of and under the supervision and direction of the SCHOOL. The HEALTH AGENCY will be notified of any major changes in the curriculum related to the clinical education in the HEALTH AGENCY thirty (30) days in advance of the change.

4. The HEALTH AGENCY and the SCHOOL will provide the supervision of students assigned to the HEALTH AGENCY for clinical experience. The educational experience provided by the HEALTH AGENCY shall be of such quality so as to provide sound clinical experience and to enforce professional policies.

5. The SCHOOL will ask the student to provide a criminal background check to the HEALTH AGENCY. This criminal background check will include Washington State as well as all states outside of Washington State where the STUDENT has lived or worked. HEALTH AGENCY understands and agrees that any information forwarded to it by School has been procured through this process. School does not certify the veracity of the records provided and, furthermore, the obligation to conduct appropriate background checks and the liability for non-compliance therewith remains the responsibility of HEALTH AGENCY.

6. The SCHOOL will provide copies to verify the STUDENT is current on all vaccinations, immunizations and a TB test within the last 12 months.
7. This Agreement may be amended at any time by mutual agreement of the parties provided that before any agreement shall by operative or valid, it shall be reduced to writing and signed by both parties.

8. Liability insurance shall be provided by the school with the limits of liability to be in the amount of $1,000,000.00. The insurance coverage will include incidental malpractice coverage for acts by both, student, instructors, or other employees of the school. Proof of insurance will be provided in the form of a Certificate of Insurance to the HEALTH AGENCY.

9. School will encourage each student participating in the clinical education program to acquire comprehensive health and accident insurance that will provide continuous coverage of such student during his or her participation in the education program. School will inform students that they are responsible for their own health needs, health care costs, and health insurance coverage.

10. A. Each party to this agreement will be responsible for the negligent 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.

B. 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 liability insurance available for purchase by its students. The limits on the liability policy shall be, at minimum, $1,000,000 per occurrence. University will provide those students who purchase insurance through it with proof of insurance. Students also may acquire liability insurance through another source. University shall inform all students who it plans to place at Health Agency that: Health Agency 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 Health Agency with proof of insurance prior to placement. In addition, the limits on the liability policy shall be, at minimum, $1,000,000 per occurrence, and should proof of insurance not meet Health Agency approval and satisfaction, Health Agency will refuse to accept any student for placement.

C. Health Agency maintains professional liability insurance coverage for the entire term of this agreement. Through that coverage, Health Agency provides liability coverage for its employees, officers, and agents in the performance of this Agreement.

The SCHOOL will not discriminate against any student based upon the individual's race, color, religion, creed, ancestry, sex, age, national origin, sexual orientation, marital status, veteran status, or physical, mental, sensory disability or genetic information, or any other factor protected by law.

Responsibilities of HealthPoint (Health Agency):

1. The HEALTH AGENCY and the SCHOOL will provide the supervision of students assigned to the HEALTH AGENCY for clinical experience. The educational experience
provided by the HEALTH AGENCY shall be of such quality so as to provide sound clinical experience and to enforce professional policies.

2. The HEALTH AGENCY will immediately inform the SCHOOL if there are any concerns about the STUDENT'S attendance, attitude or technical skills. It is the responsibility of the SCHOOL to remove the student from the HEALTH AGENCY.

3. The HEALTH AGENCY retains responsibility for all patient care provided by the students, as students will not replace staff or give services to patients apart from its educational value.

4. The HEALTH AGENCY will not discriminate against any student based upon the individual’s race, color, religion, creed, ancestry, sex, age, national origin, sexual orientation, marital status, veteran status, or physical, mental, sensory disability or genetic information, or any other factor protected by law.

**Status and responsibilities of the Students:**

1. The STUDENT is responsible for providing his or her own health insurance. In the event of an emergency, the HEALTH AGENCY will provide such emergency care. The student will be responsible for all charges thus generated.

2. The STUDENT is expected to be clean, well-groomed and in the appropriate dress.

3. The STUDENT is expected to simulate actual employment including attendance, initiative and attitude.

4. The student is to meet the physical requirements of the HEALTH AGENCY.

5. While on clinic property, the STUDENT shall, at all time, abide by all Bylaws, policies, rules and regulations of the clinic and clinic staff. In providing services under this agreement, the STUDENT shall comply with applicable federal, state, and municipal laws and regulations. The STUDENT shall ensure that all information relating to services provided under the terms of this Agreement shall be and remain confidential.

6. The student will insure that they are covered under malpractice insurance for the duration of their externship at the HEALTH AGENCY.

**HIPPAA**

The SCHOOL shall direct its STUDENTS to comply with the policies and procedures of the HEALTH AGENCY, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purposes of defining the STUDENT’S roles in relation to the use and disclosure of the HEALTH AGENCY’S protected health information, as that term is defined in 45 CFR parts 160 and 164, the STUDENTS are defined as members of the HEALTH AGENCY’S workforce, as that term is defined by 45 CFR 160.103, when engaged in
activities pursuant to this Agreement. However, the STUDENTS are not and shall not be considered to be employees or volunteers of the HEALTH AGENCY, nor are the STUDENTS agents of the HEALTH AGENCY by virtue of this provision.

Term of Agreement:
1. This agreement shall remain in force for a period of one (1) year beginning on the 1st day of March, 2011 through the 28th day of February, 2012.

2. Either party may terminate this agreement by giving thirty (30) days written notice of intent to do so to the other party involved.

In witness whereof, the parties hereto have caused this agreement to be executed by their duly authorized officers the day and year first above written. This agreement shall be valid for one (1) year unless agreed cooperatively.

By ________________________________ Date 2-5-11

Connie Lambert, Dean

400 East University Way, Ellensburg, WA 98926

Street Address City State Zip Code

By ________________________________ Email ________________________________ Date 2-15-11

Thomas J. Trompeter, CEO

HealthPoint
955 Powell Avenue, SW, Suite A
Renton, WA 98057