

**MASTER CLINICAL AFFILIATION AGREEMENT**

This Master Clinical Affiliation Agreement ("**Agreement**") is made and entered into as of 13 day of September, 2018, ("**Effective Date**") by and between Confluence Health, a Washington nonprofit corporation; Central Washington Health Services Association, a Washington nonprofit corporation d/b/a Central Washington Hospital; Wenatchee Valley Hospital, a Washington nonprofit corporation (hereinafter collectively referred to as "**Network**") and Central Washington University (hereinafter referred to as "**School**"). Network and School may be referred to collectively as the "**Parties**" or individually as "**Party.**"

WHEREAS, Network owns and operates multiple hospital and clinic facilities throughout north central Washington (each a "**Facility**" and in any combination the "**Facilities**");

WHEREAS, the School wishes to provide educational opportunities at Network ("**Educational Experiences**") for its students studying certain health professions or seeking to obtain certain certificates or degrees;

WHEREAS, Network is willing to cooperate with School with respect to the Educational Experiences and the students participating therein ("**Students**");

WHEREAS, Network and School desire to set forth the terms and conditions which shall govern any and all Educational Experiences; and

WHEREAS, Network and School will work together to agree on the details of the Educational Experiences in each area or program of study;

NOW, THEREFORE, in contemplation of the relationship to be established between the Parties and in consideration of the mutual covenants contained herein, the Parties agree as follows:

**I. STRUCTURE OF AGREEMENT**

- A. The Parties expressly acknowledge and agree that the Students to whom Educational Experiences are made available pursuant to this Master Agreement might represent more than one (1) health profession and/or more than one (1) certificate or degree program at School. Network and School mutually desire to and do set forth in this Master Agreement certain terms and conditions applicable to all such Educational Experiences.
- B. Any Educational Experiences under this Master Agreement shall be identified in a separate Program Agreement ("**Program Agreement**") in substantially the same form as that attached hereto as Exhibit A. Each Program Agreement shall be executed by the Parties and appended hereto as part of Exhibit A (e.g., Exhibit A-1 Program Agreement). The Program Agreement shall set forth the primary

elements of the Educational Experience including, but not limited to: (i) the number of Students that will participate in an Educational Experience, (ii) the Facility(s) and departments thereof to be utilized for the Educational Experience, (iii) the dates and hours of each Student's assignment to the Educational Experience, including the dates of vacations and holidays to be observed. In addition, each Party shall designate in each Program Agreement its liaison to facilitate the Educational Experience and to receive notices under the Agreement ("Liaison"). Each Party may replace its own Liaison at any time by a writing delivered to the other Party.

- C. Each Program Agreement shall be subject to all the terms and conditions of this Agreement, in addition to the specific details set forth in the Program Agreement. In case of a conflict between this Master Agreement and any Program Agreement, the conflicting term or condition of this Master Agreement shall control.

## II. SCHOOL'S RESPONSIBILITIES

- A. School will plan and determine the adequacy of the educational background of the Students in theoretical background, basic skill, professional ethics, attitude and behavior and shall assign to Network only those students who have satisfactorily completed the prerequisite didactic portions of the School's curriculum and who have not been, at any time, excluded from participating in any government-funded health care program, including but not limited to Medicare or Medicaid, or convicted or found to have violated any federal or state fraud and abuse law or illegal remuneration law.
- B. School will be responsible for academic affairs and the education, instruction, assessment, and administration of the Students' academic program. School is responsible for developing the Educational Experience so that it can be conducted at and accomplished with the Network, and with the scope of health care services provided by Network.
- C. School's Liaison will be the primary contact with Network's Liaison with regard to the Educational Experience. The School's Liaison will be responsible for student teaching and assessment provided pursuant to this Agreement. If requested by Network, School will provide instruction to Network staff with respect to School's expectations regarding assessment of Students.
- D. School will advise all Students regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. School also will advise all Students that the confidentiality requirements survive the termination or expiration of this Agreement.

- E. School shall comply with, and shall advise Students that they are required to comply with all Network rules, regulations, and procedures as applicable to the Students' participation in the Educational Experiences, especially but not limited to those policies and procedures pertaining to patient care, patient rights, infection control, and proprietary information.
- F. School will inform Students that Network requires students to maintain health insurance and provide proof of health insurance to School. Network may request Students provide proof of health insurance prior to the beginning of the Educational Experience.
- G. School shall notify Network not less than twenty-one (21) days before the start of an Education Experience
- H. School will require each Student to have completed, and will provide to Network at least two (2) weeks prior to the commencement of the Educational Experience documentation evidencing, the following:
  - 1. A current (within 12 months) negative background check including a seven (7) year nationwide criminal history check.
  - 2. Completion of the Disclosure & Authorization form, authorizing Network to perform a Washington State Police background check.
  - 3. A current (within 12 months) negative drug screen which drug screen tests for at least the same controlled substances for which applicants for employment at Network are then tested. A listing of the drugs to be included in the drug screen test is available upon request.
  - 4. Tuberculosis screening and disease immunity and vaccinations which are the same as those required of employees of Network. A listing of the requisite disease immunity and vaccinations is available upon request.
  - 5. Completion of the Confluence Health Terms and Conditions of Student Participation form and Confluence Health Workforce Confidentiality and Security Agreement.
- I. School shall provide to Network at least two (2) weeks prior to the commencement of the Educational Experience the legal name, date of birth, address and telephone number as well as information pertaining to relevant education and training for all Students who will participate in the Educational Experience.

- J. School shall not allow any Student to commence or continue an Educational Experience who has not satisfied the requirements identified in Section II(H) or who proves, in Network's sole determination, to be undesirable through incompetence and/or uncooperativeness, or if there is reasonable evidence of non-professional conduct or inappropriate personal-professional appearance.
- K. School shall promptly notify Network of any fact or circumstance that it is aware of that might preclude a Student's participation, or continuing participation, in the Educational Experience, including but not limited to a breach of the requirements identified in Section II(H).

### III. **NETWORK'S RESPONSIBILITIES.**

- A. Network has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Therefore, Network will provide Students with access to appropriate resources for each Educational Experience, including: (i) access to patients at Facilities in an appropriately supervised environment, in which Students can complete the School's curriculum; (ii) security badges or other means of secure access to patient care areas; (iii) access and required training for Students in the proper use of electronic medical records or paper charts, as applicable; (iv) computer access; (v) secure storage space for Student personal items when at Facilities; and (vi) access to call rooms, if necessary.
- B. Network will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in Facilities, Students will have the status of trainees, are not to replace Network staff, and are not to render unsupervised patient care and/or services. All services rendered by Students must have educational value and meet the goals of the Educational Experience. Network and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the individual Student's level of training.
- C. Network staff will, upon request, assist School in the assessment of the learning and performance of Students by completing assessment forms provided by School and returned to School in a timely fashion.
- D. Network will provide for the orientation of Students as to Network's rules, regulations, policies, and procedures.
- E. Network agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a Student is exposed to an infectious or

environmental hazard or other occupation injury (i.e., needle stick) while at Network, Network, upon notice of such incident from the involved Student, will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by Network's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that Network does not have the resources to provide such emergency care, Network will refer such Student to the nearest emergency facility. School will inform its Students that the Student shall bear financial responsibility for any charges generated.

- F. To the extent Network, generates or maintains educational records related to Students, Network agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), to the same extent as such laws and regulations apply to School and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, School hereby designates Network as a school official with a legitimate educational interest in the educational records of Students to the extent that access to School's records is required by Network to carry out the Educational Experience.
- G. Upon request, Network will provide proof that it maintains liability insurance in an amount that is commercially reasonable.
- H. Network will provide written notification to School promptly if a claim arises involving a Student. Network and School agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
- I. Network may immediately remove from the premises and retains the right to suspend or terminate any Student's participation in an Educational Experience. Network will promptly notify School if such an action is required and the reasons for such action. All final resolutions of the Student's academic status in such situations will be made solely by School after reviewing the matter and considering whatever written factual information Network provides to School. Network reserves the right to terminate the use of its facilities by a Student where necessary to maintain its operations free of disruption to ensure the quality of patient care and patient safety.
- J. Anything in this Agreement to the contrary notwithstanding, if at any time Network, in its sole discretion, determines that the Educational Experience, or Students, may adversely affect the safety of its patients or employees, or

otherwise adversely affect Network operations, Network may reject or terminate the Educational Experience or Students.

#### IV. **MUTUAL RESPONSIBILITIES**

- A. The Parties will work together to maintain an environment of high quality patient care. At the request of either Party, a meeting or conference will promptly be held between School and Network representatives to resolve any problems or develop any improvements in the operation of the clinical training program.
- B. School will provide qualified and competent individuals in adequate number for the instruction, assessment, and supervision of Students using School facilities. Network will provide qualified and competent staff members in adequate number for the instruction and supervision of Students using Facilities.
- C. Neither School nor Network will discriminate against an employee, applicant or Student enrolled in their respective program because of age, creed, gender identity, national origin, race, sex, sexual orientation or any other basis protected by law.
- D. School and Network share responsibility for creating and maintaining an appropriate learning environment for students participating in the clinical education program. This includes both formal learning activities and the attitudes, values, and information "lessons" conveyed by individuals who interact with Students. The Parties will cooperate to evaluate the learning environment to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

#### V. **PROFESSIONAL LIABILITY INSURANCE.**

- A. School acknowledges that Network requires professional liability insurance adequately covering each Student's activities in the Educational Experience for the entire period of such Student's participation in the Educational Experience ("**Required Insurance**"), whether such Required Insurance is obtained by the Student or the School on the Student's behalf.
- B. Not less than twenty-one (21) days before the start of the Student's participation in the Educational Experience and again thirty (30) days prior to the expiration of, or any change in, the Required Insurance, Student or School shall deliver to Network evidence, reasonably satisfactory to Network in its sole discretion, of the Required Insurance.



- C. Notwithstanding anything in Section V(B) to the contrary, professional liability insurance covering the Student's activities in the Educational Experience in the amounts of not less than \$1,000,000 for each occurrence and \$3,000,000 annual aggregate shall necessarily be "adequate" for purposes of Section V(A).
- D. The requirements of this Section V shall be a precondition to and an ongoing condition for each Student's participation in the Educational Experience.

#### VI. INDEMNIFICATION.

- A. School Indemnification. School hereby agrees to defend, indemnify, and save and hold harmless Network, its officers, directors, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including attorney's fees, that they might incur, or for which suit against them might be brought, due to the acts or omissions of: (1) School or (2) any School employee, officer, or agent for activities under this Agreement.
- B. Network Indemnification. Network hereby agrees to defend, indemnify, and save and hold harmless School, its officers, directors, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including attorney's fees, that they might incur, or for which suit against them might be brought, due to the acts or omissions of: (1) Network or (2) any Network employee, officer, or agent for activities under this Agreement.

#### VII. TERM AND TERMINATION.

- A. This Agreement shall commence on the Effective Date for an initial term of three (3) years ("**Initial Term**"), unless terminated sooner as provided herein. This Agreement shall automatically renew for successive one (1) year terms (each a "**Renewal Term**") thereafter, unless terminated sooner as provided herein. All Students participating in an Educational Experience at the time a Notice of Termination is sent shall be allowed to finish the Educational Experience in which s/he/they are then participating.
- B. This Agreement and/or any Program Agreement may be terminated prior to its expiration by either Party, with or without cause, upon thirty (30) days' written notice to the other Party; provided, however, that any Student participating in an Educational Experience at the time such notice is given may complete his/her Educational Experience.

#### VIII. MISCELLANEOUS PROVISIONS.

- A. Employment Disclaimer. Students participating in Educational Experiences will not be considered employees or agents of Network or School for any purpose. Students will not be entitled to receive any compensation from Network or School or any benefits of employment from Network or School, including but not limited to health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, indirect or indirect. Network will not be required to purchase any form of insurance for the benefit or protection of any Student.
- B. Health Insurance Portability and Accountability Act. Students participating in clinical training pursuant to this Agreement are members of Network's workforce for purposes of the Health Insurance Portability and Accountability Act ("HIPAA") within the definition of "health care operations" and, therefore, may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to Network and, as stated in Section VIII(A), above, does not establish an employment relationship.
- C. No Agency. Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the Parties; neither Party shall have the right or authority or shall hold itself out to have the right or authority to bind the other Party, nor shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.
- D. Survival. Anything herein to the contrary notwithstanding, the provisions of the Agreement relating to liability and any other provisions which by their nature should survive termination or expiration of this Agreement shall so survive.
- E. Headings. The Section headings in this Agreement are for convenience only. They form no part of this Agreement and shall not affect its interpretation.
- F. Severability. If any part of the Agreement or any Program Agreement is held to be invalid, illegal, or unenforceable in any respect, that provision shall be limited or eliminated or conformed to the minimum requirements of law so that this Agreement or the Program Agreement otherwise remains in full force and effect.
- G. Governing Law. This Agreement shall be governed by the laws of the state of Washington.
- H. Assignment. Neither Party may assign its rights or obligations under this Agreement or any Program Agreement without the prior written consent of the



other Party. Any assignment in violation of this provision is void and without effect.

- I. Entire Agreement, Amendment and Waiver. The Agreement contains the entire understanding between the Parties and supersedes all prior representations and agreements, either oral or in writing, with respect to the subject matter of this Agreement. Unless otherwise specifically provided in this Agreement, this Agreement may be amended or changed only by mutual written consent of the duly authorized representatives of Network and School. Any waiver of any of the terms and conditions hereof or any Program Agreement must be in writing to be enforceable, and shall not be construed as a waiver of any other terms and conditions hereof.
  
- J. Notices. All notices required by this Agreement to be given to or by Network or School shall be given in writing and shall be delivered by (a) personal hand delivery, (b) delivery by messenger, express or air courier or similar courier, or (c) delivery by U.S. mail, registered or certified, postage prepaid with receipt requested, at the address specified below. Notices delivered personally or by messenger, express or air courier or similar courier shall be deemed communicated as of actual delivery or refusal of delivery; mailed notices shall be deemed communicated seventy-two (72) hours after mailing. Either Network or School may change the address to which such written notices must be sent by notifying the other Party of the change of address in the manner set forth above.

TO NETWORK: Confluence Health  
1201 S. Miller St.  
Wenatchee, WA 98801  
Attn: Jim Wood, CAO

With a copy to: Confluence Health  
1201 S. Miller St.  
Wenatchee, WA 98801  
Attn: General Counsel

TO SCHOOL: Central Washington University  
400 E. University Way  
Ellensburg, WA 98926-7480  
Attn: Contracts & Procurement Office

With a copy to:

- K. Third Party Beneficiaries. This Agreement is not intended to and shall not be construed to give any third party any interest or rights (including, without limitation, any third party beneficiary rights) with respect to or in connection with

any agreement or provision contained herein or contemplated hereby, except as otherwise expressly provided for in this Agreement.

- L. Counterparts. This Agreement may be executed and delivered by facsimile or .pdf copy and the signature of any Party to this Agreement delivered by facsimile or .pdf copy shall be deemed an original signature for all purposes. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which shall constitute one and the same instrument. The partially executed signature page of any counterpart of this Agreement may be attached to any other partially executed counterpart of this Agreement without impairing the legal effect of the signature(s) on such signature page.
- M. Attorney's Fees. If any legal action is commenced to enforce any terms of this Agreement or in any way pertaining to the interpretation or performance of this Agreement, the prevailing Party shall be entitled to recover all costs and reasonable attorneys' fees incurred in such action.
- N. Authority. Each party represents and warrants that the individual signing this Agreement and Program Agreement on such Party's behalf has all requisite authority and approvals to do so and to bind such Party. Each Party further represents and warrants that it has done and will do all things necessary so that this Agreement and any Program Agreement will be valid, binding, and legally enforceable upon such Party.
- O. Non-Discrimination. School and any of School's subcontractors shall abide by the requirements of 41 CFR §§60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

***[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS.]***

IN WITNESS WHEREOF, each Party has caused this Master Agreement to be executed as of the date set forth below.

CONFLUENCE HEALTH:

By: 

Name: JoEllen Colson

Title: VP Human Resources

Date: 09/17/2018

SCHOOL

By: 

Name: Paul Ballard

Title: Dean, College of Education & Professional Studies

Date: 9.12.18

CW 9-5-18

CENTRAL WASHINGTON HEALTH SERVICES ASSOCIATION


By: 

Name: JoEllen Colson

Title: VP Human Resources

Date: 09/17/2018

WENATCHEE VALLEY HOSPITAL

By: 

Name: JoEllen Colson

Title: VP Human Resources

Date: 09/17/2018

**EXHIBIT A**  
TEMPLATE PROGRAM AGREEMENT

**PROGRAM AFFILIATION AGREEMENT NO. \_\_\_\_\_**

This Program Affiliation Agreement No. \_\_\_\_\_ ("Program Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Program Effective Date") by and between Confluence Health, a Washington nonprofit corporation; Central Washington Health Services Association, a Washington nonprofit corporation d/b/a Central Washington Hospital; Wenatchee Valley Hospital, a Washington nonprofit corporation (hereinafter collectively referred to as "Network") and \_\_\_\_\_ (hereinafter referred to as "School") pursuant and subject to said Parties' Master Affiliation Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. This Program Agreement describes a specific health profession and/or a specific certificate or degree for which Students in the Educational Experiences will be studying.

**Program Name:** \_\_\_\_\_

**Network Liaison:**

Name: Casey Vogt

Address: 609 Highline Drive  
East Wenatchee, WA 98802

Phone: 509-436-6825

Fax: 509-436-6899

Email: casey.vogt@confluencehealth.org

**School Liaison:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Primary Responsibility for Teaching:** (select only one option per line)

- in inpatient settings:       N/A                       Network                       School
- in outpatient settings:       N/A                       Network                       School
- other teaching arrangement (describe): \_\_\_\_\_

**Length of Clinical Experiences:**       \_\_\_\_\_ weeks per semester or rotation period  
(select any and all that apply;       \_\_\_\_\_ groups of Students on \_\_\_\_\_ [days of week]  
don't use a line that doesn't apply)  \_\_\_\_\_ hours per group per day/wk/semester/rotation period  
(circle one)  
 other (describe): \_\_\_\_\_

**Maximum Number of Students:**       \_\_\_\_\_ per semester or rotation period  
(select any and all that apply;       \_\_\_\_\_ per group in inpatient settings  
don't use a line that doesn't apply)  \_\_\_\_\_ per group in outpatient settings  
 other (describe): \_\_\_\_\_

**Start Date of First Semester or Rotation Period:** \_\_\_\_\_, 20\_\_\_\_

**Facility(ies):** \_\_\_\_\_

**This Program Agreement expires:** X 12 months after the Program Effective Date.  
(select only one)       at the end of \_\_\_\_\_ semesters or rotation periods.  
    on \_\_\_\_\_, 20\_\_\_\_.

IN WITNESS WHEREOF, each Party has caused this Program Agreement to be executed by its authorized representative on the date set forth below.

CONFLUENCE HEALTH:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

SCHOOL

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CENTRAL WASHINGTON HEALTH SERVICES  
ASSOCIATION

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

WENATCHEE VALLEY HOSPITAL

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_