

AGREEMENT FOR AFFILIATION

This Agreement for Affiliation ("Agreement") entered into between the Family and Consumer Sciences Department at Central Washington University (hereafter, "Affiliate") and East Tennessee Children's Hospital ("Children's Hospital") for the purpose of providing practicum facilities for students in Child and Family Studies and related educational programs.

It is understood and agreed by the aforesaid parties that:

I. Term and Termination

- A. This Agreement shall become effective upon execution by duly authorized representatives of the parties hereto and shall continue for (3) three years commencing March 1, 2018 and ending February 28, 2021. Thereafter, this Agreement will renew automatically for successive one (1) year terms.
- B. This Agreement may be terminated by either party by giving (30) thirty days notice in writing to the other party, provided that any student from the Affiliate who is currently participating in a clinical training program at Children's Hospital when notice of termination is given will be permitted to complete his or her program at Children's Hospital as previously scheduled.
- C. This Agreement cannot be amended, modified, supplemented or rescinded except in writing signed by the parties hereto.

II. Mutual Responsibilities

- A. The number of students assigned will be mutually agreed upon by the parties and subject to Children's Hospital's staff and space availability. The period of affiliation will be varied hours in length for each student.
- B. Students must be available to schedule hours which fit the needs of the Children's Hospital Child Life Department.
- C. The Affiliate and Children's Hospital will mutually agree on how the student's performance and clinical experience will be evaluated.
- D. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Affiliate or Children's Hospital.
- E. The selection, placement and advancement of students, staff and faculty will not be determined by race, creed, color, sex, age, religion, national origin, military status, sexual preference, disability or marital status, or any other unlawful factor.

- F. The parties agree to confer on problems related to the educational experience to be provided under this Agreement if any problems arise.
- G. Each party shall be considered to be an independent party and shall not be construed to be an agent or representative of the other party. 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.
- H. Each party agrees to notify the other party as soon as possible in writing of any incident, occurrence or claim arising out of or in connection with this Agreement that could result in a liability or claim of liability to the other party. Further, the notified party will have the right to investigate said incident or occurrence and the notifying party will cooperate fully in this investigation.
- I. Children's Hospital will maintain professional liability insurance coverage with a minimum of \$1,000,000 per occurrence. Through that coverage, Children's Hospital provides liability coverage for its employees, officers, and agents in the performance of this Agreement; and further provides the means for defense and payment of claims that may arise against such individuals.
- J. Affiliate is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against Affiliate 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.

III. Children's Hospital Responsibilities

- A. Accept students for clinical experiences in the areas for which placement has been mutually reviewed, planned and arranged. These clinical experiences are to be negotiated between the parties prior to the commencement of the clinical experience.
- B. Retain full responsibility for patient care services provided by Children's Hospital, and for maintaining a sufficient level of staff support to carry out all service functions and patient care services. In no event shall students be used by Children's Hospital to perform services in lieu of staff.
- C. Provide orientation to students assigned to Children's Hospital for educational experiences. Students will conform to all applicable policies and procedures of Children's Hospital during his/her assignment, including compliance with Children's Hospital's Universal Influenza Vaccination policy.

- D. Provide medical care for minor emergency illnesses or first aid for the students if needed until such student can be transferred to designated hospital for continued care. The student shall assume responsibility for all costs incurred. Children's Hospital shall not be responsible for transportation or for accidents or injuries occurring while students are in transit to and from Children's Hospital.
- E. Designate a staff member to serve as liaison between Children's Hospital and the Affiliate. Students will be under the direct supervision of the Child Development Specialist in the Children's Hospital Child Life Department.
- F. Provide supplies and equipment necessary to the provision of care in the clinical experience together with conference rooms, locker space, access to Children's Hospital library, and use of cafeteria.
- G. Reserve the right to request the Affiliate to withdraw a student from an assigned clinical education experience when his/her clinical performance is unsatisfactory or his/her behavior is disruptive or detrimental to Children's Hospital and/or clients.
- H. The Children's Hospital Child Life Department reserves the right to utilize patient/parent education materials developed by the students. These materials will be processed through proper hospital channels. Children's Hospital reserves the right to copyright appropriate materials.

IV. Affiliate Responsibilities

- A. Assume responsibility, in coordination with Children's Hospital, for the assignment of students and the planning of the clinical education experience. The Affiliate shall provide Children's Hospital with a schedule and objectives for the learning experiences being sought for students prior to the beginning of each clinical experience.
- B. Appoint a representative as a coordinator of clinical education to act as a liaison between Children's Hospital, the Affiliate and the student in such matters as assignments and coordination of educational rotations and administrative operations.
- C. Reserve the right to withdraw a student from his/her clinical education experience at Children's Hospital when, in the Affiliate's judgment, the clinical experience does not meet the needs of the student. Affiliate may also revise the assignment of any student participating in the education experience, if acceptable to Children's Hospital.
- D. Provide assurance that health insurance is in effect for students during the term of their assignment at Children's Hospital.
- E. Inform students of the following required immunizations/tests:

- 1) MMR (measles, mumps, rubella)
- 2) Varicella (chicken pox)
- 3) TB (tuberculosis) screen
- 4) Influenza (if applicable per Universal Influenza Vaccination policy)

Students must verify at their orientation that they have received all necessary immunizations/TB skin test and that appropriate health records are on file at the Affiliate, which records must be produced upon request by Children's Hospital.

- F. Inform students to maintain the confidentiality of all information that relates to or identifies a particular patient, including but not limited to the name, address, medical treatment or condition, financial status, or any other personal information which is deemed to be confidential in accordance with applicable state and federal law and standards or professional ethics.
- G. Provide training and education programs to all students on the OSHA/Blood Borne Pathogens.
- H. Ensure that students and instructors are aware that they are required to adhere to the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (collectively, "HIPAA"), and provide training on HIPAA regulations prior to their clinical rotation.
- I. Procure or cause each student to procure professional liability insurance in a minimum amount of \$1,000,000/\$3,000,000. Proof of this insurance is to be provided upon request. It is agreed the Affiliate may choose to provide insurance coverage through a program of self-insurance.
- J. If criminal background checks and/or drug screens of students are required by Children's Hospital, Affiliate shall notify students of this requirement. It shall be the student's responsibility to make timely arrangements for the background check and/or drug screen and to pay all costs associated with such checks. Recognizing that students will potentially participate in multiple clinical placements at multiple facilities, Children's Hospital agrees to accept the results of the background check and drug screen done prior to the student's initial clinical placement if the student maintains continuous enrollment in the health care program and if the results of the background check and screen are archived by the administering agency or are available through Affiliate.
- K. Ensure that students comply with the following procedures:
 - 1) Any reports written by students must be signed first by the Children's Hospital Director of Child Life before being submitted to the instructor.

- 2) Any evaluation forms to be completed on students by the Director of Child Life must be received at least one week prior to the date the evaluations are due.
- 3) It is the responsibility of the student to discuss with the Director of Child Life any information needed for the student's final report.

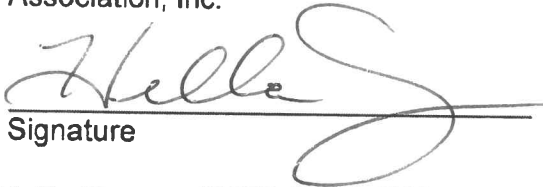
V. General Provisions

- A. This Agreement shall be governed in all respects by, and be construed in accordance with, the laws of the State of Tennessee.
- B. This Agreement supersedes all previous contracts or agreements between the parties and constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto. No waiver of any provision of this Agreement shall be valid unless such waiver is in writing and signed by the parties hereto.
- C. Affiliate is subject to the Family Education Rights and Privacy Act of 1974, 20 U.S.C. § 1232g ("FERPA"), and related regulations of the U.S. Department of Education, 34 C.F.R. Part 99, regarding access to and privacy of certain student records. Children's Hospital shall be responsible for complying with applicable FERPA requirements to the same extent as Affiliate.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives on the last signature date specified below.

Children's Hospital:
East Tennessee Children's Hospital
Association, Inc.

Affiliate:
Central Washington University

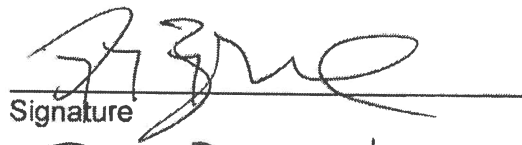

Signature

Hella Ewing, MSM, BSN, RN
Name
VP Patient Care Services and CNO
East Tennessee Children's Hospital

Title

2/16/18
Date

CWU 2-23-18


Signature

Paul Ballard
Name
College of Education and
Dean, Professional Studies

Title

2.27.18
Date

Address for Correspondence:

2018 Clinch Avenue

Knoxville TN 37916

Attn: Legal Services

Address for Correspondence:

400 East University Way

Ellensburg, WA 98926-7480

Attn: Contracts and Procurement Office

S:\Legal Services\Contracts\Clinical Affiliations\6 Temple-Chicki Life Practicum Contract.doc