

4606

## AFFILIATION AGREEMENT

**THIS AFFILIATION AGREEMENT** ("Agreement"), is made effective as of the date of the last signature hereto ("Effective Date"), by and between Central Washington University ("School") and RCCH d/b/a RCCH Trios Health LLC ("Hospital").

### RECITALS:

**WHEREAS**, School offers to enrolled students a degree program in the field of Dietetics;

**WHEREAS**, Hospital operates a general acute care hospital licensed in the State where the facility is located ("State");

**WHEREAS**, School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in a general acute care hospital; and

**WHEREAS**, Hospital has agreed to make its facility available to School for such purposes.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. Responsibilities of School.

1.1 Clinical Program. School shall be responsible for the implementation and operation of the clinical component of its program at Hospital ("Program"), which Program shall be approved in advance by Hospital. Such responsibilities shall include without limitation the following:

- (1) Orientation of students to the clinical experience at Hospital;
- (2) Provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital;
- (3) Preparation of student/patient assignments and rotation plans for each student and coordination of them with Hospital;
- (4) Continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information;
- (5) Supervision of students and their performance at Hospital;
- (6) Participation, with the students, in Hospital's Quality Assurance and related programs; and
- (7) Performance of such other duties as may from time to time be agreed to between School and Hospital.

All students, faculty, employees, agents and representatives of School participating in the Program at Hospital ("Program Participant(s)") shall be accountable to the Hospital's Administrator.

1.2 Student Statements. School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

1.3 Insurance. School shall maintain for itself and shall provide to the Program Participants or require that Program Participants obtain and maintain appropriate general and professional liability insurance coverage in amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate, with insurance carriers or self-insurance programs approved by Hospital, in accordance with Hospital's bylaws,

rules and regulations. To the extent Hospital is not adjudicated by a court as negligent, Program Participant should be responsible for any injuries, death, illness to themselves or others. Program Participant shall be responsible for their own medical care expense.

1.4 **Health of Participants.** School shall provide to Hospital satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the results of a recent tuberculin skin test, chest x-ray and physical examination and evidence of immunity from rubella and measles. School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

1.5 **Dress Code; Breaks.** School shall require the Program Participants to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. All Program Participants shall remain on the Hospital premises for breaks, including meals. Program Participants shall pay for their own meals at Hospital.

1.6 **Performance of Services.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

1.7 **OSHA Compliance.** School shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to blood borne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992 and as may be amended or superseded from time to time (the "Regulations"), including without limitation responsibility as "the employer" to provide all employees with (a) information and training about the hazards associated with blood and other potentially infectious materials, (b) information and training about the protective measures to be taken to minimize the risk of occupational exposure to blood borne pathogens, (c) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (d) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination in accordance with the Regulations.

1.8 **HIPAA Compliance.** All Program Participants will be familiar with HIPAA requirements and will treat all Protected Health Information in accordance with such Regulations and requirements. If requested by Hospital, Program Participants shall attend HIPAA training.

(i) **Criminal Background Checks; Photographic Identification.** School shall perform a criminal background check for each Program Participant, the results of which shall be available to Hospital upon request. At the time Program Participant initially presents to Hospital, all Program Participants shall provide to Hospital Photo Identification (e.g., Valid Driver's License, Passport, etc.).

## 2. **Responsibilities of Hospital.**

8. Term; Termination.

8.1 The initial term of this Agreement shall be one (1) year, commencing on the Effective Date unless terminated sooner in accordance with this Agreement. Thereafter, this Agreement shall automatically be renewed for an additional period of one (1) year unless either party terminates this Agreement in accordance with the provisions set forth in paragraph 8.2 herein. To the extent that this Agreement is automatically renewed, each such renewal term shall be upon the same terms and conditions of the immediate, preceding renewal term.

8.2 Except as otherwise provided herein, either party may terminate this Agreement at any time with or without cause upon not less than 30 days' prior written notice to the other party, *provided* that all Program Participants enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed six (6) months.

8.3 The Hospital may immediately terminate this Agreement if the Hospital closes or ceases patient care operation to such an extent that patient care cannot be carried out adequately.

9. Entire Agreement. This Agreement and accompanying exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement. Any reference to this Agreement shall include each and every exhibit, each of which is fully incorporated into this Agreement where referenced.

10. Severability. If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

11. Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

12. No Waiver. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

13. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State.

14. Assignment; Binding Effect. School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Hospital. This Agreement shall inure to the benefit of, and be binding upon, the parties and their respective successors and permitted assigns.

15. Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given if given in writing (i) on the date tendered by personal delivery, (ii) on the date tendered for delivery by nationally recognized overnight courier, or (iii) on the date tendered for delivery by United States mail, with postage prepaid thereon, certified or registered mail, return receipt requested, in any event addressed as follows:

2.1 Hospital shall accept the Program Participants assigned to the Program by School and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such Program Participants, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care. Hospital shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

2.2 Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. Mutual Responsibilities. The parties shall cooperate to fulfill the following mutual responsibilities:

3.1 Program Participants shall be treated as trainees who have no expectation of receiving compensation or future employment from the Hospital or the School.

3.2 Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. Withdrawal of Program Participants. Hospital may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior. Hospital may request School to withdraw or dismiss a Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the foregoing, only School can dismiss the Program Participant from the Program at Hospital.

5. Independent Contractor. The parties are independent contractors and neither the School nor any of its agents, representatives, students or employees shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits.

6. Non-Discrimination. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of Program Participants for participation in the Program, or as to any aspect of the clinical training; *provided* that, with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Program.

7. Confidentiality. School and its agents, Program Participants, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Hospital and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Hospital. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Hospital. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

If To School:  
Central Washington University  
400 E. University Way  
Ellensburg, WA 98926-7480  
Attn: Contracts and Procurement Office

If to Hospital:  
RCCH Trias Health LLC  
d/b/a Trias Health  
P.O. Box 6128  
Kennecott, WA 99336  
Attn: CEO

And a copy to:  
RegionalCare Hospital Partners, Inc.  
103 Continental Place, Suite 200  
Brentwood, Tennessee 37027  
Attention: Legal Department

or to such other persons or places as either party may from time to time designate by written notice to the other.

16. Ineligible Persons. School represents and warrants to Hospital that School and its Program Participants are not an Ineligible Person. An "Ineligible Person" is an individual or entity who: (i) is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or non-procurement programs; or (ii) has been convicted of a criminal offense that falls within the range of activities described in 42 U.S.C. § 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible. School promises to disclose immediately to Hospital if School or its Program Participants becomes debarred, excluded, or suspended, or if any other event occurs that makes School or its Program Participants an Ineligible Person.

17. Compliance Plan. School acknowledges that Hospital has adopted and implemented a code of conduct, compliance program, compliance hotline and related policies (the "Corporate Compliance Program"). School acknowledges that it has received information about the Corporate Compliance Program, some of which is available at RegionalCare Hospital Partner's website under compliance, and that it and its Program Participants will abide by the Corporate Compliance Program policies and procedures to the extent they are relevant and applicable to the services performed under this Agreement. School further agrees that it shall promptly notify the appropriate individuals set forth in the Corporate Compliance Program of any violations of the code of conduct and corporate compliance policies of which it becomes aware and attend Corporate Compliance Program meetings as reasonably requested by Hospital.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below their signatures to be effective as of the last signature date.

CW 1-28-19

**SCHOOL:**

Central Washington University



By: Paul Ballard

Its: \_\_\_\_\_

Title: Dean, College of Education & Professional Studies

Date Signed: 1.31.19

**HOSPITAL:**

RLCH Trias Health LLC

d/b/a Trias Health



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

Its: \_\_\_\_\_

Title: CEO

Date Signed: 1-25-19