

This Agreement is made and entered into between Central Washington University ("School") located at Ellensburg, Washington and Yakima Valley Memorial Hospital Association, DBA Virginia Mason Memorial and affiliated clinics ("Training Site"), located at Yakima, Washington. The purpose of this Agreement is for Training Site, which is committed to training professionals, to provide desirable learning experiences and facilities for School's students who are enrolled in its **non-clinical programs including Mental Health Counseling, Psychology, Public Health, and Information, Technology and Administrative Management (ITAM)**. In consideration of the mutual covenants and agreements contained herein, School and Training Site agree as follows:

#### **GENERAL PROVISIONS**

1. School and Training Site agree upon execution of this Agreement and within the scope of its provisions that letter agreements may be made to formalize operational details of the education program. These details include, but are not limited to, the following:
  - Beginning dates and length of experience (to be mutually agreed upon at least one month before the beginning of the learning experience);
  - Number of students eligible to participate in the education program;
  - Specific days, hours and locations for the education program;
  - Specific learning objectives and performance expectations for students;
  - Specific allocation of responsibilities for the faculty Liaison, education Supervisor, and Preceptors, if any, referenced elsewhere in this Agreement;
  - Deadlines and format for student progress reports and evaluation forms.

Letter agreements will be considered to be attachments to this Agreement and will be binding when signed by authorized representatives of each party.

2. School and Training Site will instruct their respective faculty, staff, and students participating in the education program to maintain confidentiality of student and patient information as required by law and by the policies and procedures of School and Training Site.
3. There will be no discrimination against any program participant or applicant covered under this Agreement because of race, color, religion, national origin, age, handicap,

status as a Vietnam era or disabled veteran, sex, or sexual orientation, nor will School or Training Site engage in such discrimination in their employment or personnel policies.

#### **SCHOOL'S RESPONSIBILITIES**

4. School will designate an appropriately qualified and credentialed faculty member ("Liaison") to coordinate and act as the Liaison with Training Site. School will be responsible for instruction and administration of the students' academic education program. School will notify Training Site in writing of any change or proposed change of its Liaison. School will have the final responsibility for grading students.
5. School will provide the names for all students enrolled in the education program at least four weeks before the beginning date of the education program. Failure to follow this timeline may impact student rotation status.
6. School will instruct students that all required paperwork must be turned in at least four weeks prior to the beginning date of education program. Failure to follow this timeline may impact student rotation status.
7. In accordance with recommendations from the Centers for Disease Control (CDC) for Healthcare Providers, School must verify and retain records of the following for each student rotating through Training Site:
  - **Two-Step Tuberculosis Skin Test (TST) - and annual TB test thereafter.** Documentation of at least 2 TST with most recent TST within 12 months of beginning student rotation. Annual TST required. Students with a history of positive TST must have documentation of a negative chest x-ray, negative QuantiFeron gold, or documented completion of INH treatment for Tuberculosis. An annual surveillance form for signs and symptoms of active tuberculosis is also required for any students with a positive TST.
  - **Proof of Immunity to Measles, Mumps, Rubella-** Proof of immunity as evidenced by one of the following:
    1. Vaccine records that include two doses of MMR vaccine
    2. Laboratory testing that shows positive level of antibodies for Measles, Mumps, and Rubella
  - **Proof of Immunity to Varicella (Chickenpox)-**Proof of immunity as evidenced by one of the following:
    1. Vaccine records that include two doses of varicella vaccine
    2. Laboratory testing that shows positive level of antibodies for varicella
  - **Tetanus, Diphtheria, Pertussis (Tdap, not DTP/DTaP) vaccine-** Documentation that the Tdap vaccine has been received after 2005.
  - **Influenza vaccine-** Vaccine will be required annually between November 1-May1.

- **Hepatitis B Vaccine-** Documentation of completion of the 3-dose Hepatitis B vaccine series or a positive hepatitis B surface antibody titer (HBSAB).

The Training Site reserves the right to require other potential vaccinations as guided by recommendations of the CDC and adopted by the Infection Control Department of the Training Site. School will verify and maintain proof of student compliance with all vaccination and testing requirements and be able to provide documentation of compliance to Training Site upon request. Vaccination and testing requirements are to be met prior to the start of student rotation.

8. School shall require each student who may be placed at Training Site to obtain his/her criminal history background record from the WA State Patrol, pursuant to RCW 43.43.830 and RCW 43.43.838, and shall obtain student's permission to authorize School to transmit that record or copy to the Training Site upon request. Training Site will refuse placement of any student who does not provide this record to School or to Training Site upon request. Training Site has the right to refuse any student who has a record of prior criminal conduct. Any student with a criminal record must be cleared with the Training Site prior to commencement of rotations. School will verify and maintain proof of student compliance with these requirements and be able to provide documentation of compliance to Training Site upon request.
9. School will direct students to comply with Training Site's policies and procedures.

#### **TRAINING SITE'S RESPONSIBILITIES**

10. Training Site will provide students with a desirable education experience within the scope of services provided by Training Site. Training Site will designate one person as the education Supervisor.
11. Training Site will provide students with access to sources of information necessary for the education program, within Training Site's policies and procedures and commensurate with patients' rights, including library resources and reference materials.
12. Training Site will make available to students basic supplies and equipment necessary for care of patients/clients and the education program.
13. Training Site will submit required reports on each student's performance and will provide an evaluation to School on forms provided by School.
14. Training Site retains full responsibility for billing and for the care of patients/clients, and will maintain the quality of patient care without relying on the students' training activities for staffing purposes.
15. Training Site has the right to take immediate temporary action to correct a situation where a student's actions endanger patient care. As soon as possible thereafter, Training Site's education Supervisor will notify School of the action taken. 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 Training Site provides for School; however, Training Site reserves the right to terminate the use of its facilities by a particular student where necessary to maintain its operation free of disruption and to ensure quality of patient care.

16. On any day when a student is participating in the education program at its facilities, Training Site will provide to such student necessary emergency health care or first aid for accidents occurring in its facilities. The student will be responsible for the costs of all care. Except as provided in this Agreement, Training Site will have no obligation to furnish medical or surgical care to any student.

### **STUDENTS' STATUS AND RESPONSIBILITIES**

17. Students will complete all required paperwork and orientation at least four weeks prior to the beginning date of education program. Failure to follow this timeline may impact student rotation status.
18. Students will have the status of learners and will not replace Training Site personnel. Any service rendered by students is incidental to the educational purpose of the education program.
19. Students assigned to Training Site will be and will remain students of School, and will in no sense be considered employees of Training Site. Training Site does not and will not assume any liability under any law relating to Worker's Compensation on account of any School student's performing, receiving training, or traveling pursuant to this Agreement. Students will not be entitled to any monetary or other remuneration for services performed by them at Training Site, nor will Training Site otherwise have any monetary obligation to School or School's students by virtue of this Agreement.
20. Students are required to adhere to the standards, policies, and regulations of Training Site during their education program.
21. Students will wear appropriate attire and name tags, and will conform to the standards and practices established by School or Training Site during their education program.

### **LIABILITY COVERAGE PROVISIONS**

22. Each party to this agreement will be responsible for the acts or omissions of its own employees, officers, trainees, or agents in the performance of this Agreement. Neither party will be considered an 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.
23. School will defend, indemnify and hold Training Site harmless from any loss, claim or damage arising from the acts and omissions of School's employees, officers, or

agents, including negligence connected with performing its obligations under this Agreement. School maintains 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).

24. School will make professional (Medical Malpractice) liability insurance available for purchase by its students. The limits on the policy shall be, at minimum, \$1,000,000 per occurrence and \$3,000,000 per school annual aggregate. School will provide those students who purchase insurance through it with proof of insurance. Students also may acquire professional (Medical Malpractice) liability insurance through another source. School shall inform all students whom it plans to place at Training Site that: Training Site 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 Training Site 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 \$3,000,000 per school annual aggregate, and should proof of insurance not meet Training Site approval and satisfaction, Training Site can refuse to accept any student for placement.
25. Upon request, both parties will provide proof of coverage. School will notify Training Site in the case of material modification or cancellation of coverage, and to provide subsequent proof of coverage thereafter.

#### **PROVISIONS REGARDING BLOOD-BORNE PATHOGENS**

26. If student will be working with patients, school certifies that each student it sends to Training Site has been trained in universal precautions and transmission of blood-borne pathogens, and that it will send to Training Site only students who have been trained in and have practiced using universal precautions. School has provided the opportunity to receive Hepatitis B (HBV) vaccine to all education program students before assignment to Training Site. Training Site will provide personal protection equipment that is appropriate for the tasks assigned to School's students.
27. If a student sustains a needle-stick injury or other substantial exposure to bodily fluids of another or other potentially infectious material while participating in the education program at Training Site, Training Site agrees to provide the following services:
- Being seen by Training Site's employee health service and/or emergency department as soon as possible after the injury; emergency medical care following the injury; initiation of HBV, Hepatitis C (HCV) and HIV protocol; HIV counseling and appropriate testing. The student will be responsible for the costs of any such care, testing, and counseling. Training Site will determine the source patient's HBV, HCV, and HIV status according to Training Site's policies and procedures.

#### **MISCELLANEOUS PROVISIONS**

28. School may provide students with training on the requirements of 45 CFR parts 160 and 164, adopted pursuant to the Health Insurance Portability and Accountability


Act (HIPAA). Training Site agrees to provide any training necessary to orient students to the Training Site's specific policies and procedures governing use and disclosure of protected health information. Solely for the purpose of defining the students' role in relation to the use and disclosure of Training Site's protected health information, students are defined as members of the Training Site'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 of the Training Site.

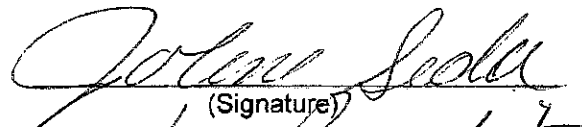
29. The parties' rights or obligations under this Agreement will be construed in accordance with, and any claim or dispute relating thereto will be governed by, the laws of the State of Washington.
30. School and Training Site expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.
31. This Agreement is effective beginning May 7, 2018 and will continue thereafter from year to year.
32. This agreement may be canceled by 90 days' notice prior to termination; however, such termination shall not become effective for the students actively enrolled in the education program if such termination prevents completion of their requirements for completion of the education program.
33. School and Training Site expressly agree that this agreement does not guarantee placement of students.

Date 5/8/18

Date 5-17-18

Can 5-17-18

  
(Signature)  
DEAN, College of the Sciences  
(Title)

  
(Signature)  
Vice President  
(Title)

Mailing Address:  
Central Washington University  
ATTN: Contracts and Procurement Office  
400 East University Way 2  
Ellemburg, WA 98926-7480

Mailing Address:  
Virginia Mason Memorial  
ATTN: Student Experience Specialist  
811 Tieton Drive  
Yakima, WA 98902