

## CLINICAL AFFILIATION AGREEMENT

Hospital Precepted

THIS CLINICAL AFFILIATION AGREEMENT is made between the following parties:

### PARTIES

Hospital: Central Washington Health Services Association d/b/a Central Washington Hospital

School: Central Washington University

### TERMS

“Agreement” shall mean this Clinical Affiliation Agreement.

“Clinical Practicum” shall mean the clinical education experience designed by the School, as part of the School’s educational program for the training of health practitioners.

“Student Services Specialist” shall mean that employee of the Hospital in charge of administering the Clinical Practicum at the Hospital.

“Hospital” shall mean Central Washington Health Services Association d/b/a Central Washington Hospital, a Washington non-profit corporation.

“HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996, and any rules or regulations promulgated in furtherance thereof.

“Party” and “Parties” shall mean the Hospital, the School and the Student.

“Preceptor” shall mean the employees of the Hospital who will participate in the specific clinical experience for the Student.

“School” shall mean any college, university or other education facility requesting a clinical experience for the student.

“School Liaison” shall mean that employee of the School from the participating school who shall be in charge of administering the Clinical Practicum for the Students for the applicable school.

“Student” shall mean the Student(s) who is participating in the Clinical Practicum conducted at the Hospital.

“Student Addendum” shall mean the addendum to this Agreement entitled Central Washington Hospital Terms & Conditions of Student Participation executed by a Student who is participating in the Clinical Practicum conducted at the Hospital.     

RECITALS:

- A. The School and the Hospital share common goals for the training of health practitioners.
- B. The School has established curriculum for the education and training of health care practitioners, which includes a Clinical Practicum for its Students.
- C. The Hospital owns and operates Central Washington Hospital, a general medical-surgical hospital serving the North Central Washington region, which has suitable facilities for the provision of a Clinical Practicum.

AGREEMENTS:

1. Recitals. The foregoing Recitals are incorporated into these Agreements as binding covenants and conditions.

2. Purpose. The purpose of this Agreement is to set forth the relative duties and responsibilities of the Parties with respect to the Clinical Practicum provided at the Hospital for Students.

3. Relationship between the Parties. This Agreement is made by and between independent entities, and is not intended, and it shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or other legal association between the Parties.

4. The Clinical Practicum.

a. The School is responsible for developing the Clinical Practicum, subject to the reasonable approval of the Hospital, so it can be accomplished within the scope of health care services provided by the Hospital.

b. The specific elements and operational details of the Clinical Practicum for each Student will be developed by the School, through its applicable School Liaison, based upon input from the Hospital, through its Student Services Specialist, each of whom may delegate portions of the administration of this Agreement during the School Year. Specific elements of the Clinical

Practicum, in general, and as it applies to a Student, or a group of Students, will be contained in separate memoranda, which shall supplement this Agreement as to such Clinical Practicum.

c. Anything in this Agreement to the contrary notwithstanding, if at any time the Hospital, in its sole discretion, determines that the Clinical Practicum, or its participants, may adversely affect the safety of its patients or employees, or otherwise adversely affect Hospital operations, the Hospital may reject or terminate the Clinical Practicum or its participants.

d. Prior to the commencement of the Clinical Practicum the applicable School Liaison and the Student Services Specialist shall determine the primary elements of the Clinical Practicum the School will be providing the Students at the Hospital, which shall include, but will not be limited to: (i) the number of Students that will participate in a Clinical Practicum during the school year; (ii) the departments of the Hospital to be utilized for assignments to the Students; (iii) the dates and hours of each Student's assignment, including the dates of vacations and holidays to be observed. Such determinations will take into account the needs of the School for the placement of Students in the Clinical Practicum, the maximum number of Students for whom the Hospital can provide a desirable clinical education experience, the needs of other schools requesting the Hospital provide a Clinical Practicum, and any other constraints of the Hospital.

e. The parties shall exchange such information as is necessary and appropriate to enable them to evaluate the Clinical Practicum, and the Students' progress.

f. There will be no payment of charges or fees by or between the Parties.

g. The Parties will follow all applicable laws, regulations and policies.

h. The Student is a learner, working towards the fulfillment of the requirements of their respective degrees or credit requirements. Students are not employees or agents of the Hospital. Service rendered by the Student during the Clinical Practicum is incidental to the educational purpose of the Clinical Practicum, and the Student will not replace employees of the Hospital in the provision of health care to the Hospital's patients.

##### 5. Duties and Responsibilities of the School.

a. The School is responsible for developing the Clinical Practicum, so that the Clinical Practicum can be accomplished within the Hospital, and within the scope of health care services provided by the Hospital, and will provide such information to the Hospital regarding the Clinical Practicum at the Hospital as the Hospital requests.

b. The School will designate the applicable School Liaison, who will be the primary contact with the Student Services Specialist with regard to each School's Clinical Practicum. The applicable School Liaison will maintain contact with the Student Services Specialist to assure mutual participation in and review of the Clinical Practicum and the progress of the Student.

c. The School will assign only those Students to the Clinical Practicum who have satisfactorily completed the prerequisite didactic portion of the School's health care curriculum.

d. The School shall not allow any Student to commence or continue a Clinical Practicum who has not satisfied the requirements identified in section 5(e); or proves, in the Hospital's determination, to be undesirable through incompetence and uncooperativeness, or if there is reasonable evidence of non-professional conduct or inappropriate personal-professional appearance.

e. The School shall provide the names and information pertaining to relevant education and training for all Students who will participate in the Clinical Practicum, and shall assure that at least two (2) weeks prior to the commencement of a Clinical Practicum by a Student, the following additional information is provided to the Hospital:

(i) Tuberculosis Screening and Disease Immunity and Vaccinations information as requested on the Student/Instructor Medical Information form to be in compliance with CWH Policies;

(ii) Legal first and last name, date of birth, address and telephone number;

(iii) Current (within 12 months) Negative Background Check to include the following: Seven (7) year criminal history, OIG/HHS combined search, DSHS and WSP checks. The student shall be responsible for all costs incurred in obtaining a Negative Background Check;

(iv) Current (within 12 months) negative drug screen to include the substances referred to in policy OF-25, Student Program Policy: amphetamines, cannabinoids, cocaine, opiates and phencyclidine.

## 6. Duties and Responsibilities of the Hospital.

a. Administration of Clinical Practicum. The Hospital will designate the Student Services Specialist, who will be the primary contact with the applicable School Liaison with regard to the Clinical Practicum. The Student Services Specialist will maintain contact with the applicable School Liaison to assure mutual participation in and review of the Clinical Practicum and the progress of the Student. The Student Services Specialist shall not have the authority to alter the terms of this Agreement.

b. Implementation of Clinical Practicum.

(i) The Hospital will designate one or more Preceptors, who will be the primary contact with the Student, and will supervise the administration of the Clinical Practicum for the Student.

(ii) The Hospital will provide the Student with access to its facilities and patients for the purpose of obtaining a desirable clinical education experience within the scope of the health care services provided by the Hospital.

(iii) The Hospital will provide the Student with access to sources of information necessary for the Clinical Practicum, within the Hospital's policies and procedures and commensurate with patients' rights, including library resources and reference materials. Provided, however, the Student may only access information regarding the care of a patient at the Hospital through the Preceptor.

(iv) The Hospital will make available to the Student basic supplies and equipment necessary for care of patients and the Clinical Practicum. Within the limitation of the Hospital's facilities, the Hospital will make available conference space for the Student and the applicable School Liaison.

(v) The Hospital will submit reports on each Student's performance in the Clinical Practicum, in a form provided by the School.

c. Administration of the Hospital and Provision of health care to Patients.

(i) The administration of health care for the patients at the Hospital shall be the responsibility of, and under the control and supervision of the Hospital through its privileged practitioners and employees, and the Hospital shall not rely upon the Students in satisfying its staffing requirements.

(ii) The Hospital may take immediate temporary action, without notice, to correct a situation where a Student's actions endanger a patient's care or safety, notifying the applicable School Liaison as soon as circumstances permit of the action taken. All final resolutions of the Student's academic status in such situations will be made solely by the School after reviewing the matter and considering whatever written factual information the Hospital provides for the School. The Hospital 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.

7. Term. This Agreement shall be effective upon execution by the parties, and will continue thereafter from academic year to academic year unless terminated as provided in this Agreement.

The Hospital may terminate this Agreement at any time, for cause.

Any Party may terminate this Agreement, at any time, upon giving the other Parties prior written notice of at least thirty (30) days; provided, however, that any such termination shall not affect the Students then enrolled in the Clinical Practicum unless the termination is due to the fact the Hospital no longer has the financial ability, the staff and/or the facilities to provide the necessary education and training for the Student enrolled in the Clinical Practicum. If the termination by the Hospital is not due to the fact the Hospital no longer has the financial ability, the staff and/or the facilities to provide the necessary education and training for the Students enrolled in the Clinical Practicum, the Students then enrolled in the Clinical Practicum shall be allowed to complete their current rotation notwithstanding the termination of this Agreement by the Hospital. The parties shall review the provisions of this Agreement no later than two (2) years from its effective date or earlier at the request of either Party.

8. Indemnification/Release. Keeping in mind that this Agreement does not create an agency relationship between the parties:

a. Indemnification. The School hereby agrees to defend, indemnify, and save and hold harmless the Hospital, its officers, directors, employees (including employees who were Faculty), and agents (collectively the Indemnitees), 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 the: (1) the School, or (2) any School employee, officer, agent, Faculty (including Faculty who are loaned to School by Hospital).

b. School's Release/participant release. The School hereby releases, waives, discharges and covenants not to sue the Hospital, its officers, directors, employees (including employees who were Faculty) and agents, all of whom for purposes of this release are referred to as "Releasees", from all liability to the School for any and all loss or damage, and any claim or demands therefore, suffered or incurred by the School on account of acts or omissions of any person whatsoever, occurring at the Hospital. In consideration of the conducting of the Clinical Practicum at the Hospital, School agrees not to refer any Students to the Hospital who have not signed a release prepared by the Hospital.

c. Limitations. The parties recognize and agree that each party's duty of indemnification may be limited by the law of the State in which the party is located. This provision shall only be enforceable up to the extent allowed by the law of the State in which the indemnifying party is located.

9. Insurance.

a. Policies of Insurance. The School participates in the State of Washington Self-Insurance Liability Program which administers a liability account to finance the

payment of general liability (including professional liability) and vehicle liability tort claims and lawsuits arising from the negligent actions of state agencies, its officers, employees and volunteers. The program operates under the authority of four major statutes: RCW 28B.10.842, RCW 43.19, RCW 4.92 and RCW 48.62. General liability (including professional liability) and vehicle liability tort claims and lawsuits against the School for the actions of its officers, employees and volunteers, while acting within the scope of their employment during university-sponsored programs and/or activities (which includes the Clinical Practicum) would be subject to defense by the State of Washington with funding by the liability account. The liability limit is \$10,000,000 per occurrence.

b. Student Insurance. The Hospital will accept placement of only those Students who are insured against liability with a reputable insurer acceptable to the Hospital for actions or omissions occurring while participating in the Clinical Practicum. Students participating in the Clinical Practicum shall be covered either by a student medical malpractice policy offered through the School or acquired by the Student through another source. The limits on the liability policy shall be, at a minimum, \$1 million per occurrence. Certificates of such coverage purchased by the Student will be provided to the Hospital. Should proof of insurance not meet the Hospital's approval and satisfaction, Hospital may refuse to accept any Student for placement. The Policies shall be non-cancelable and non-amendable unless notice in writing is given to the Hospital not less than thirty (30) days prior to the effective date of any cancellation or amendment (but such notice shall not derogate from the continuing obligation to maintain insurance pursuant to this Agreement). If any Policy is a claims-made policy and not an occurrence policy, either appropriate claims-made or tail insurance shall be maintained in full force after termination of this Agreement to continue to provide insurance protection to the Hospital pursuant to this Agreement, with respect to occurrences prior to the termination of this Agreement.

10. Provisions Regarding Injuries and Blood-Borne Pathogens.

a. Documentation of blood borne pathogen Student training will be provided by the School or the Student.

b. The Hospital will have available personal protection equipment that is appropriate for tasks assigned to the Students during the Clinical Practicum.

c. In the event a Student sustains an injury or an exposure to blood or body fluids or other potentially infectious material while participating in the Clinical Practicum, the Student should know their School's injury and exposure protocol for clinical rotations and adhere to CWH Exposure Control Plan for Bloodborne Pathogens to facilitate source patient testing.

d. At the Student's expense, evaluation and/or treatment options for an injury or an exposure to blood or body fluids or other potentially infectious material are as follows:

(i) The Student may report the event to the health care provider of Student's choice, or

(ii) The Student may be treated at the Hospital's Emergency Department.

e. The School and the Student release the Hospital, its officers, directors, employees (including Faculty who performed instruction for the School), and agents, from and against any and all claims, demands, damages, losses, liabilities, costs and expenses, including attorney's fees, arising from an injury, or exposure to bodily fluids or other potentially infectious material while participating in the Clinical Practicum.

#### 11. Miscellaneous.

a. Severability. The invalidity of any provision of this Agreement will not affect the validity of any other provision.

b. Notice. Any notice permitted or required by this Agreement will be considered made on the date personally delivered in writing or mailed by certified mail, postage prepaid, to the other Party at the address set forth below their signature to this Agreement, or the Student Addendum, or to such other person or address as either party may designate in writing.

c. Modification. This Agreement contains the entire understanding of the parties and will be modified only by a written document signed by each party.

d. Waiver. The waiver of any of the parties of a breach of this Agreement will not operate as a waiver of any subsequent breach. No delay in acting with regard to any breach of this Agreement will be construed to be a waiver of the breach.

e. Assignment. This Agreement may not be assigned by any of the parties; provided, however, that the Hospital may assign this Agreement to a subsidiary which is wholly owned by the Hospital or its parent corporation, with notice to School. This Agreement will work to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

f. Governing Law. The interpretation and enforcement of this Agreement will be governed by the laws of the state of Washington.

g. Court Costs and Attorneys' Fees. In any litigation arising out of this Agreement, the non-prevailing party or parties shall pay the prevailing party's court costs and reasonable attorneys' fees, including costs of appeal.



h. Survival. The liability coverage provisions of this Agreement will survive the termination of this Agreement.

i. Authority to Execute Agreement. The persons executing this Agreement certify they have the authority to execute this Agreement on behalf of the respective parties, and the parties agree to the terms and conditions of this Agreement, as shown by the signatures.

j. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same agreement.

k. Compliance with Civil Rights Laws. The parties hereby agree that no person shall, on the grounds of age, race, creed, color, sex, religion, national origin, disability, or sexual orientation, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this agreement or under any project, program or activity supported by this agreement.

HOSPITAL:

Central Washington Health Services  
Association, dba Central Washington  
Hospital

By: [Signature]  
Its \_\_\_\_\_  
Dated 13 Nov 2009

1201 South Miller Street  
P.O. Box 1887  
Wenatchee, WA 98807-1887  
Attn: Cathy Meuret

Attorney General for the  
State of Washington

By: Alan Smith  
Assistant Attorney General  
Dated 10-14-09

APPROVED AS TO FORM

SCHOOL:

Central Washington University

By: [Signature]  
Its \_\_\_\_\_  
Dated 10-16-09

By: \_\_\_\_\_  
Its \_\_\_\_\_  
Dated \_\_\_\_\_

TB 10/14/09

CENTRAL WASHINGTON HOSPITAL TERMS & CONDITIONS OF STUDENT  
PARTICIPATION

COMES NOW the below identified Student, and for the considerations made available to them in that Clinical Practicum described in that Clinical Affiliation Agreement between Central Washington Health Services Association, d/b/a Central Washington Hospital and the identified School, with which the Student is matriculated, acknowledges receipt of a copy of the Clinical Affiliation Agreement and agrees to be bound by all provisions of said Clinical Affiliation Agreement, particularly those responsibilities outlined below:

Student's Status and Responsibilities

- a. Students are learners and will not replace employees of the Hospital. Any service rendered by a Student is incidental to the educational purpose of the Clinical Practicum and therefore will not receive compensation for that service.
- b. The Student shall abide by the policies and procedures of the Hospital and shall conform to the standards and practices established by the Hospital.
- c. The Student shall complete all training required by the Hospital.
- d. The Student shall provide to the Hospital their legal first and last name, date of birth, address and telephone number.
- e. Students shall remain Students of the School, and will in no sense be considered employees or agents of the Hospital. The Hospital does not assume any liability under any law relating to Worker's Compensation on account of any Student performing, receiving training, or traveling pursuant to this Agreement. Students will not be entitled to any monetary or other remuneration for services they may perform at the Hospital, nor will the Hospital have any monetary obligation to the School or the Student by virtue of this Agreement.
- f. The Student warrants and represents that at least two (2) weeks prior to the commencement of a Clinical Practicum, the following information is provided to Central Washington Hospital:
  - (i) Tuberculosis screening and immunization information as requested on the Student / Instructor Medical Information form.
  - (ii) Current healthcare provider level CPR card or equivalent.
  - (iii) Current (within 12 months) Negative Background Check (see Section 7(j)). to include the following: Seven (7) year nation wide criminal history, OIG/HHS combined search and DSHS and WSP checks.

(iv) The Hospital's Confidentiality and Security Agreement, as executed by the Student to be trained.

(v) Current (within 12 months) negative drug screen (see Section 7(k)).to include the following substances as referred to in policy OF-25, Student Program Policy: amphetamines, cannabinoids, cocaine, opiates and phencyclidine.

(vi) Documentation of bloodborne pathogen training.

All costs incurred in obtaining requirements are the responsibility of the student.

h. Student Release. The Student hereby releases, waives, discharges and covenants not to sue the Releasees from all liability to the Student for any and all loss or damage, and any claim or demands therefore, suffered or incurred by the Student on account of acts or omissions of any person whatsoever, occurring at the Hospital.

i. Student Insurance. Any Student desiring clinical placement at the Hospital shall be insured against liability with a reputable insurer acceptable to the Hospital for actions or omissions occurring while participating in the Clinical Practicum. Students participating in the Clinical Practicum shall also be covered either by a student medical malpractice policy offered through the School or acquired by the Student through another source. The limits on the liability policy shall be, at a minimum, \$1 million per occurrence. Certificates of such coverage purchased by the Student will be provided to the Hospital. Should proof of insurance not meet the Hospital's approval and satisfaction, Hospital may refuse to accept any student for placement. The Policies shall be non-cancelable and non-amendable unless notice in writing is given to the Hospital not less than thirty (30) days prior to the effective date of any cancellation or amendment (but such notice shall not derogate from the continuing obligation to maintain insurance pursuant to this Agreement). If any Policy is a claims-made policy and not an occurrence policy, either appropriate claims-made or tail insurance shall be maintained in full force after termination of this Agreement to continue to provide insurance protection to the Hospital pursuant to this Agreement, with respect to occurrences prior to the termination of this Agreement

\_\_\_\_\_(STUDENT)  
Legal Name (Print): \_\_\_\_\_  
Date Signed: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
School: \_\_\_\_\_