

ORIGINAL

EDUCATION TRAINING AFFILIATION AGREEMENT

This Education Training Affiliation Agreement ("Agreement") effective, February 1st, 2008, by and between Empire Health Services, a Washington non-profit hospital corporation d/b/a/ Deaconess Medical Center and Valley Hospital and Medical Center ("EHS") and _____ Central Washington University collectively known as "Parties."

It is agreed by the parties that it is of mutual interest and advantage for selected students of the College to be provided clinical education experiences at Empire Health Services ("EHS").

It is further agreed by the parties that:

1. Mutual Responsibilities:

1.1 EHS will accept students selected by the College for a period of clinical education.

1.2 The schedule, content, objectives and goals of the clinical education period will be arranged in cooperation with the Clinical Coordinator.

1.3 The rules and regulations of EHS shall be applicable to the assigned student however, the student is not legally an employee of EHS but is a student in clinical practice.

1.4 The College and EHS retain the privilege to exchange visits and review materials relevant to the student's clinical education.

2. College Responsibilities:

2.1 College shall provide EHS with a statement of the Guidelines and Policies including clinical education philosophy, goals, objectives, and schedule.

2.2 Ensure to the extent possible that students are assigned appropriately by:

a) Evaluating student competence and knowledge prior to the clinical experience.

b) Assessing student required immunizations prior to the clinical experience.

c) Requiring that the student carry appropriate professional liability insurance.

d) Assign to EHS only those students who have had a complete physical examination within two years; have been immunized for diphtheria, tetanus, Hepatitis B (or have signed a declination form); have proof of immunity to varicella, rubella, rubeola and mumps; and have had a tuberculin skin test and/or appropriate follow-up within the previous 12 months. Proof of immunizations will be provided to EHS upon request.

- e) Assign to EHS only those students who have had a complete background check which will be provided to EHS upon request.
- f) EHS reserves the right to do an annual audit of the school's process for obtaining this information.

2.3 Ensure to the extent possible that the student is knowledgeable concerning, and has made preparations for, the following:

- a) Transportation needed to fulfill responsibilities at EHS.
- b) Room and board during the time of clinical assignment.
- c) Scheduling arrival at and departure from EHS.
- d) Student has been made aware of all relevant rules, regulations and schedules of EHS which are made available to the College by EHS.
- e) School certifies that it has trained each student it sends to EHS in universal precautions and transmission of blood-borne pathogens, and that it will send to EHS only students who have been trained in using universal precautions. School shall recommend to all participating students that they should obtain the Hepatitis B (HBV) vaccine before assignment to EHS. EHS will provide personal protection equipment that is appropriate for the tasks assigned to School's students.

2.4 Ensure that the student has been made aware of all College requirements and regulations for clinical education, including professional standards of practice.

2.5 Provide for communication between the College and EHS by:

- a) Appointing a member of the faculty to act as Clinical Coordinator who will be available to communicate with EHS on a regular basis and be responsible to monitor the activities of the student on a daily basis.
- b) Notify EHS in writing of the identification of the Clinical Coordinator and the Program Director.
- c) Notify EHS annually of the clinical education schedule for the current academic year.
- d) Notify EHS of specific student assignments no less than ten (10) working days in advance of the students' arrival, however:
 - a. A student may be assigned with shorter notice in emergency circumstances. EHS reserves the right to accept or reject such assignments.

- b. A student may be canceled with shorter notice for academic or other good cause, with or without replacement by another student.
- c. Provide EHS with specific student outcome objectives for the clinical assignment for each assigned student.

2.6 College shall direct its students to comply with the policies and procedures of Empire Health Services (“EHS”), including those governing the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and the regulations promulgated there under, of any individually identifiable health information received from EHS or identifiable information created on behalf of EHS (“Protected Health Information” or “PHI”), and specifically CFR 160 and 164. Solely for the purposes of defining the student’s role in relation to the use and disclosure of EHS PHI, the students are defined as members of EHS’ workforce, as the 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 EHS.

3. Empire Health Services (“EHS”) Responsibilities:

3.1 Notify the College no less than fifteen (15) working days in advance of a clinical assignment of any changes in ability to take students however, clinical assignments may be refused with less notice for good cause.

3.2 Provide students with a work schedule similar to that of the Clinical Preceptor at EHS, to average forty (40) hours per week, no more than eighty (80) hours per week.

3.3 Complete and return all student evaluations according to the College’s guidelines and schedule.

3.4 To maintain a safe and secure working environment at EHS a student may be withdrawn from EHS at any time following assignment by the College or EHS for any of the following reasons:

- a) Unprofessional or unethical behavior on the part of the student.
- b) Unprofessional or unethical behavior on the part of the staff of EHS which directly affects the student’s program.
- c) Failure on the part of the student to meet prerequisite academic requirements.
- d) Personal good cause, including but not limited to, medical emergencies.

3.5 In the event a student sustains a needle-stick injury or other substantial exposure to bodily fluids, or to other potentially infectious material while participating in the

clinical education program at EHS, students will be seen by EHS's employee health service and/or emergency department as soon as possible after the exposure. Students will be financially responsible for the cost of this health care. The source patient's HBV, HCV and HIV status will be determined by EHS to the extent possible, and consistent with EHS's usual procedures. EHS does not accept liability for any illness or injury subsequent to such exposure, except as provided by the indemnification provisions of this Agreement.

4. Term:

The term of this Agreement shall be effective on **February 1st, 2008** and renew for successive one year terms, unless otherwise terminated as provided herein.

5. Termination:

The Agreement may be terminated pursuant to any of the following applicable provisions:

5.1 Mutual agreement. This agreement may be terminated at any time upon written concurrence of the parties.

5.2 Without Cause. During the first ninety (90) days of engagement, either party may terminate this Agreement without cause at any time, with or without notice. Thereafter, either party may terminate this Agreement without cause at any time upon ninety (90) days written notice delivered to the other party. Notwithstanding the foregoing, in recognition of the advance planning needs of both parties with respect to any termination of this Agreement, the parties agree to use good faith efforts to provide more than ninety (90) days notice of any anticipated termination.

5.3 With cause. Either party may terminate this Agreement for cause, consisting of breach or default by the other party, at any time by giving the other party fifteen (15) days prior written notice; provided that prior to termination for cause, the party giving notice of termination shall provide in the written notice the claimed breach or default by such other party, and the party claimed to have breached or defaulted under this Agreement shall have fifteen (15) days from the date of such notice in which to cure the alleged breach or default. If such breach or default is not cured within the fifteen (15) days notice period, the Agreement shall be deemed terminated. Breach or default shall include performance of medical services below national standards for the practice of ambulatory care medicine.

6. Coverage:

6.1 Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the 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

6.2 School is covered by the State of Washington Self-Insurance Programs and the Tort Claims Act (Chapter 4.92 RCW). Claims against School 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. University will

make liability insurance available for purchase by its students. The limits on the liability policy shall be, at minimum, \$1,000,000 per occurrence. School will provide those students who purchase insurance through it with proof of insurance. Students may also acquire liability insurance through another source. School shall inform all students who it plans to place at EHS that: EHS 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 EHS 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 should proof of insurance not meet EHS approval and satisfaction, EHS can refuse to accept any student for placement.

6.3 EHS shall maintain professional liability insurance coverage for the entire term of this agreement. Through that coverage, EHS provides liability coverage for its employees, officers, governing board, agents and representatives in the performance of this Agreement, and further provides the means for defense and payment of claims that may arise against such individuals.

6.4 The College shall, at its own expense, obtain and maintain appropriate Workers' Compensation coverage for College's employed personnel.

6.5 Students shall not be considered employees or agents of either the College or EHS for any purpose, including liability or Workers' Compensation, but Students of the College engaged in clinical education experiences as a part of the curriculum of the College. Such Students shall be required to provide proof of their own health insurance prior to placement at EHS.

7. Family Educational Rights and Privacy Act:

Both parties recognize that they are bound to comply with the Family Educational Rights and Privacy Act (Buckley Amendment) in their handling of education records of any Students which may be enrolled in any program related to this Agreement. It is also understood and recognized that employees and agents of each party will need to have access to the educational records maintained by the other party in properly administering any duties and obligations to Students. It is agreed that each party shall thoroughly orient their employees and agents of their obligations under the Family Educational Rights and Privacy Act and shall maintain their practices in strict accordance with the requirements of that act. Neither party shall be permitted to authorize any further disclosure of educational records of Students to persons nor entities not a party to this Agreement without first having received permission of the other party and having obtained assurances that the other party has fully complied with the provisions of the family Education Rights and Privacy Act. Any permitted redisclosure to persons or entities not a party to this Agreement shall be under the condition that no further disclosure by such party shall be permitted.

8. Governing Law:

This Agreement shall be construed and interpreted according to the laws of the State of Washington, without regard to conflicts of law principles in Washington.

9. Force Majeure:

Neither party shall be liable or deemed to be in default of this Agreement for any delay or failure to perform caused by acts of God, war or similar hostilities, disaster, strikes or any cause beyond the control of the non-performing party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below, effective as of the date referenced above.

HOSPITAL:

EMPIRE HEALTH SERVICES d/b/a
DEACONESS MEDICAL CENTER /
VALLEY HOSPITAL MEDICAL CENTER

By: Patty White
Print: Patty White
Its: Vice President
Date: 3-31-08

COLLEGE:

CENTRAL WASHINGTON UNIVERSITY

By: Connie Lambert TB 3/7/08
Print: Connie Lambert
Its: Interim Dean, CEPS
Date: 3-10-08

Approved as to Form
Legal Services

[Signature]

EXHIBIT A

Confidentiality Agreement:

By signing and dating this Confidentiality Agreement, the undersigned Student indicates an understanding of, and agrees to be bound by, applicable terms and conditions of any Affiliation Agreement between EHS and Central Washington University.

The Student acknowledges that, as a material part of the consideration provided to Empire Health Services in exchange for EHS allowing the Student's clinical education at EHS, Student agrees that any patient information acquired during the clinical education is confidential, and that the Student shall maintain the confidentiality of and not disclose this information at all times, both during the clinical education and after it has ended. Student further agrees to abide by the applicable rules and policies of EHS and College while at EHS. Student understands that, in addition to other available remedies, EHS may immediately remove the Student and terminate the Student's clinical education if, in the opinion of EHS, the Student endangers a patient, breaches patient confidentiality, disrupts the operation of EHS, or refuses to comply with the requests of EHS or its supervisory staff.

I have read and understand this Confidentiality Agreement, and I agree to abide by its terms. This Confidentiality Agreement shall be effective on February 1st, 2008 to February 1st 2009

Student's Signature
Central Washington University

Date

Student's Name (Print)

Witness (Signature)
Central Washington University

Date

Witness/Title (Print)