

## **AFFILIATION AGREEMENT**

This Agreement is made and entered into on the date set forth below between the King County Public Hospital District No. 2 d/b/a Evergreen Healthcare (“Evergreen”), located at 12040 NE 128th Street, Kirkland, Washington 98034-3098 and Central Washington University, (“School”) located at Ellensburg, Washington.

The purpose of this Agreement is for Evergreen, which is committed to training health care professionals, to provide desirable clinical learning experiences and facilities for School’s students who are enrolled in its exercise science, public health education, EMT/Paramedic, dietetic, psychology, information technology programs (the “education program”). In consideration of the mutual covenants and agreements contained herein, Evergreen and School agree as follows:

### **GENERAL PROVISIONS**

1. Evergreen and School agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, School and Evergreen shall enter into letter agreements to formalize operational details of each clinical education program for each student in the form of Exhibit A (a “Letter Agreement”). 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 clinical education program);
- Number of students eligible to participate in the clinical education program;
- Specific days, hours and locations for the clinical education program;
- Specific learning objectives and performance expectations for students;
- Specific allocation of responsibilities for the faculty Liaison, clinical education Supervisor, and Preceptors (as defined below), if any, referenced elsewhere in this Agreement;
- Deadlines and format for student progress reports and evaluation forms.

2. Any Letter Agreements will be considered to be attachments to this Agreement, will be binding when signed by authorized representatives of each party, and may be modified by subsequent Letter Agreements signed by authorized representatives of each party.

3. School and Evergreen will jointly plan the clinical education program and jointly evaluate students. Exchange of information will be maintained by on-site visits when practical and by letter or telephone in other instances.

4. School and Evergreen will instruct their respective faculty, staff, and students participating in the clinical education program to maintain confidentiality of student and patient information as required by law and by the policies and procedures of School and Evergreen. School will cooperate with Evergreen's Compliance Officer regarding the review of its confidentiality training for students or for a specific student.

5. There will be no payment of charges or fees between School and Evergreen.

6. It is the policy of both School and Evergreen not to discriminate against any employee, program participant or applicant covered under this Agreement, as prohibited by law, because of race, color, gender, sexual orientation (to include gender identity religion), national origin, physical or mental disability or age.

### **SCHOOL'S RESPONSIBILITIES**

7. School will provide information to Evergreen concerning its curriculum and the professional and academic credentials of its faculty for the students at Evergreen. School faculty members supervising students will be licensed to practice where so required in the State of Washington. School will designate an appropriately qualified and credentialed faculty member to coordinate and act as the liaison ("Liaison") with Evergreen. School will be responsible for instruction and administration of the students' academic education program. School will notify Evergreen in writing of any change or proposed change of its Liaison. School will have the final responsibility for grading students.

8. School's faculty will meet with the Evergreen clinical education Supervisor(s) and Preceptor(s), if any, at the beginning and end of the clinical education program to discuss and evaluate the clinical education program. These meetings will take place in person if practicable, otherwise by telephone conference. School is responsible for arranging and planning the meetings.

9. School will provide the names and information pertaining to relevant education and training for all students enrolled in the clinical education program at least four weeks before the beginning date of the clinical education program. School is responsible for supplying any additional information required by Evergreen as set forth in this Agreement, prior to the arrival of students. School will notify Evergreen in writing of any change or proposed change in a student's status.

10. School will obtain evidence of current immunizations against diphtheria, tetanus, poliomyelitis, measles (rubeola), mumps, rubella (or a positive rubella titer), and of hepatitis B immunization status for those students who will be in contact with patients/clients. For each student born after 1956, School will maintain on file records of positive titer or of post-1967 immunization for rubella and rubeola. At the time of immunization, students with no history of exposure to chicken pox will be advised to get an immune titer. School will require yearly purified protein derivative (PPD) testing or follow-up as recommended if the students are PPD<sup>-</sup> positive or have had Bacillus of Calmette & Guerin (BCG). School will ensure immunization requirements have been met and will provide information to Evergreen regarding student status concerning the above requirements.

11. School will assign to Evergreen only those students who have, in the school's opinion, satisfactorily completed the prerequisite didactic portion of the curriculum and who have evidence of completion of a CPR course based on American Heart Association or American Red Cross guidelines and related to the age groups with which they will be working.

12. School agrees to request that its students which it plans to place at Evergreen obtain a criminal background check pursuant to RCW 43.43.830-.842 through [www.certifiedbackground.com](http://www.certifiedbackground.com). Students shall be responsible for all costs associated with procurement of the criminal background check through [www.certifiedbackground.com](http://www.certifiedbackground.com). School agrees to provide Evergreen with a copy of the check results pertaining to each student considered for placement at Evergreen. School shall review the results of the criminal background check and no student with adverse results shall be eligible for placement at Evergreen except as specifically agreed to by the parties on a case by case basis. School acknowledges that placement of each student at Evergreen is contingent upon procurement of a clean background check dated less than two years prior to the commencement of the clinical education placement. Evergreen understands and agrees that any information forwarded to it by School has been procured through this process.

13. School will comply with and shall direct each student to comply with the policies and procedures of Evergreen, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining each student's role in relation to the use and disclosure of Evergreen's protected health information, students are defined as members of Evergreen's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, such students are not and shall not be considered to be employees of Evergreen. School will notify each student of his or her status and responsibilities pursuant to this Agreement.

14. School will encourage each student participating in the clinical education program to acquire comprehensive health and accident insurance that will provide continuous coverage of such student during his or her participation in the education program. School will inform students that they are responsible for their own health needs, health care costs, and health insurance coverage.

15. If any faculty member or agent of School shall be exposed to individually identifiable health information as defined in 45 CFR parts 160 and 164 in completing School's obligations under this Agreement, Evergreen shall require such faculty member or agent to enter into a confidentiality agreement provided by Evergreen prior to any such exposure.

### **EVERGREEN'S RESPONSIBILITIES**

16. Evergreen will provide students with a desirable clinical education experience within the scope of health care services provided by Evergreen. Evergreen will designate in writing Preceptors, if any, to be responsible for the clinical education program, and will designate in writing one person as the clinical education supervisor (the "Supervisor"), who will maintain contact with the School-designated Liaison to assure mutual participation in and review of the clinical education program and student progress. Evergreen will submit in writing to School the professional and academic credentials for the Preceptors and clinical education Supervisor. Evergreen will notify School in writing of any change or proposed change of the Preceptors or clinical education Supervisor.

17. Evergreen will provide students with access to sources of information necessary for the education program, within Evergreen's policies and procedures and commensurate with patients' rights, including library resources and reference materials.

18. Evergreen will make available to students basic supplies and equipment necessary for care of patients or clients and the clinical education program. Within the limitation of facilities, Evergreen will make available office and conference space for students and, if applicable, School faculty.

19. Evergreen will submit required reports on each student's performance and will provide an evaluation to School on forms provided by School.

20. Evergreen retains full responsibility for the care of patients and clients, and will maintain the quality of patient care without relying on the students' clinical training activities for staffing purposes.

21. Evergreen will have the right to take immediate temporary action to correct a situation where a student's actions endanger patient care. As soon as possible thereafter, Evergreen's clinical 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 Evergreen provides for School; however, Evergreen 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.

22. On any day when a student is participating in the clinical education program at its facilities, Evergreen 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.

23. Except as provided in this Agreement, Evergreen will have no obligation to furnish medical or surgical care to any student.

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

24. Students will have the status of learners and will not replace Evergreen personnel. Any service rendered by students is incidental to the educational purpose of the clinical education program.

25. Students are required to adhere to the standards, policies, and regulations of Evergreen during their clinical education program.

26. Students will wear appropriate attire and name tags, and will conform to the standards and practices established by School during their clinical education program at Evergreen.

27. Students assigned to Evergreen will remain students of School, and will in no sense be considered employees of Evergreen. Evergreen does 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 Evergreen, nor will Evergreen otherwise have any monetary obligation to School or its students by virtue of this Agreement.

### **LIABILITY COVERAGE PROVISIONS**

28. School shall to the extent allowed by law indemnify, and hold Evergreen, its commissioners, officers, and employees harmless from and against any and all claims, demands, liabilities, damages, expenses (including attorneys' fees) if and only to the extent covered by School's liability insurance, for injury to persons or damages to property caused solely by the negligent acts or omissions of its employees, faculty, and agents. The parties agree that this provision is not intended to imply that School's existing insurance will cover any claim for indemnification; nor does this provision require that School obtain insurance providing coverage for indemnification in the future.

29. Evergreen shall defend, indemnify, and hold School and its students harmless from and against any and all claims, demands, liabilities, damages and expenses (including attorneys' fees) if and only to the extent of Evergreen's actual professional and general liability insurance limits, for injury to persons or damage to property caused solely by the negligent acts or omissions of Evergreen or its employees. The parties agree that this provision is not intended to imply that Evergreen's existing coverage applies to any claim for indemnification; nor does this provision require Evergreen to specifically obtain coverage for indemnification in the future.

30. School shall maintain professional liability insurance, through the purchase of commercial insurance or through a self-insured program, on behalf of itself and its faculty members for the activities pursuant to this Agreement in the amount of at least

\$1,000,000 per claim and \$3,000,000.00 per year, subject to applicable aggregates. If such insurance policy is on a claims-made basis and School ceases to be covered under such policy for any reason, School shall purchase extended or "tail" coverage or otherwise ensure to Evergreen's reasonable satisfaction that such coverage is provided. Such tail coverage shall have the same policy limits as the professional liability coverage described above.

Evergreen will accept placement of only those students who are insured against liability for actions or inactions occurring in the clinical setting. Students participating in the clinical education program will be covered either by a student medical malpractice policy offered through School, or acquired by the student through another source. The limits of such coverage shall be, at a minimum, \$1,000,000 per occurrence. Certificates of such coverage purchased by the student will be provided to Evergreen upon request. Should proof of insurance not meet with Evergreen's approval and satisfaction, Evergreen can refuse to accept any student for placement.

Both parties will provide proof of professional and general liability coverage upon the written request of the other party. In addition, School and Evergreen agree to notify the other in the case of material modification or cancellation of coverage, and to provide subsequent proof of coverage thereafter.

#### **TERM**

31. This Agreement is effective beginning July 8, 2009 and will continue thereafter from year to year. This Agreement will be reviewed by both parties at the request of either party. School and Evergreen will jointly plan student placement in advance of each year's beginning taking into account the needs of the school for clinical placement, maximum number of students for whom Evergreen can provide a desirable clinical education experience, and the needs of other disciplines or schools requesting clinical placements.

32. This Agreement may be canceled by ninety days advance written notice; however, such termination shall not become effective for the students then enrolled in the clinical education program if such termination prevents completion of their requirements for completion of the clinical education program.

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

33. School certifies that it has trained each student it sends to Evergreen in universal precautions and transmission of blood-borne pathogens and that it will send to Evergreen 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 clinical education program students before assignment to Evergreen. Evergreen will provide personal protection equipment that is appropriate for the tasks assigned to School's students.

## MISCELLANEOUS PROVISIONS

34. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.

35. Amendment. This Agreement may only be modified or assigned by a subsequent written Agreement executed by the parties. The provisions in this Agreement may not be modified by any attachment or Letter Agreement as described elsewhere in this Agreement.

36. Order of Precedence. Any conflict or inconsistency in this Agreement and its attachments will be resolved by giving the documents precedence in the following order:

- (a) This Agreement; and then
- (b) Attachments to this Agreement in reverse chronological order.

37. Governing Law and Venue. 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. In the event of any court action which may be allowed by this Agreement, the venue of such shall be in the Superior Court of King County, Washington, unless the parties shall otherwise agree.

38. Notices. All notices, demands, requests, or other communications required to be given or sent by School or Evergreen, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile (with a confirmation copy sent by first-class mail), addressed as follows:

- (a) To School:

Bruce Porter, Director of Business Services & Contracts  
Central Washington University00 E University Way

Ellensburg, WA 98926-7474

Phone: 509-963-2324

Fax: 509-963-1623

(b) To Evergreen:

Chrissy Yamada  
Chief Financial Officer  
Evergreen Healthcare  
12040 NE 128th Street  
Kirkland, Washington 98034-3098  
Facsimile: 425/899-2624

Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile transmission.

39. Survival. School and Evergreen expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.

40. Severability. If any provision of this Agreement, or of any other agreement, document or writing pursuant to or in connection with this Agreement, shall be held to be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of said agreement.

41. Waiver. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder.

42. Relationship of Parties. The parties to this Agreement are independent contractors. They do not intend and expressly disclaim that they are by this Agreement becoming or agreeing to become partners or joint venturers. In addition, the parties each are and will remain, at all times, separate organizations, and except as expressly provided otherwise in this Agreement, neither party will be deemed the agent, legal representative or partner of the other for any purpose whatsoever, and neither party will be responsible for any liability of any kind or nature of the other, whether arising before, during or after the term of this Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates below.

  
EVERGREEN HEALTHCARE,

Print Name: Patti Sheehan

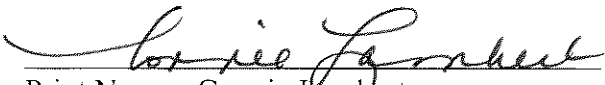
Vice President

Date: 7/2/09

SCHOOL:

CENTRAL WASHINGTON UNIVERSITY

Approved:

  
Print Name: Connie Lambert

Title: Dean, College of Education and Professional Studies

Date: 7-20-09

TB 7/7/09

**EXHIBIT A**

**LETTER AGREEMENT FOR CLINICAL EDUCATION PROGRAM**

1. Beginning Date of Program at Evergreen: \_\_\_\_\_
2. End Date of Program at Evergreen: \_\_\_\_\_ collectively the "Program Term")
3. Name of Program to be conducted at Evergreen: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ("the Program")
4. Number of Students to Participate in the Program: \_\_\_\_\_  
Student Names: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (collectively the "Students")
5. Days, hours and location for the Program Term: \_\_\_\_\_  
\_\_\_\_\_
6. Faculty Liaison assigned by School for Program:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_  
Emergency phone number (will check voicemail or answer calls 24 hours): \_\_\_\_\_
7. Clinical Supervisor assigned by Evergreen for Program:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_
8. Preceptor assigned by Evergreen for Program:  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
E-mail address: \_\_\_\_\_
9. Attach as Appendix 1 to this Letter of Agreement the Specific Learning Objectives and Performance Expectations for Students during the Program Term.
10. Attach as Appendix 2 to this Letter of Agreement the format for Student Progress Reports and Evaluation Forms.

IN WITNESS WHEREOF, the parties have executed this Letter of Agreement as of the dates below.

*I have read and I understand my responsibilities under the Affiliation Agreement and this Letter of Agreement between Evergreen Healthcare and \_\_\_\_\_.*

Faculty Liaison:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*I have read and I understand my responsibilities under the Affiliation Agreement and this Letter of Agreement between Evergreen Healthcare and \_\_\_\_\_.  
Further, I have read Evergreen Policy, Student Internships, Externships, Clinical Refresher and Clinical Rotations and ascertained that all of its requirements have been met.*

Clinical Supervisor:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*I have read and I understand my responsibilities under the Affiliation Agreement and this Letter of Agreement between Evergreen Healthcare and \_\_\_\_\_.  
Further, I have read Evergreen Policy, Student Internships, Externships, Clinical Refresher and Clinical Rotation and ascertained that all of its requirements have been met.*

Preceptor:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*I have read and I understand my responsibilities under the Affiliation Agreement and this Letter of Agreement between Evergreen Healthcare and \_\_\_\_\_.  
Further, I agree to follow all Evergreen Healthcare rules, regulations, policies and procedures and all applicable federal and state laws during the Program Term.*

Student(s) (attach additional pages as needed for all student signatures):

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_