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MultiCare Allenmore Hospital
MultiCare Auburn Medical Center
MultiCare Good Samaritan Hospital
MultiCare Mary Bridge Children's Hospital & Health Center
MultiCare Tacoma General Hospital
MultiCare Clinics

MultiCare Health System
315 Martin Luther King Jr. Way
PO Box 5299
M/S: 603-1-HR
Tacoma, WA 98415
(253) 403-5348

AFFILIATION AGREEMENT

This Agreement is made and entered into between Central Washington University ("School"), located at Ellensburg, Washington, and MultiCare Health System, a Washington not-for-profit corporation (*doing business as ALLENMORE HOSPITAL, AUBURN MEDICAL CENTER, GOOD SAMARITAN HOSPITAL, MARY BRIDGE CHILDREN'S HOSPITAL, and TACOMA GENERAL*) ("Training Site"), located at Tacoma, Washington.

The purpose of this Agreement is for Training Site, 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 Dietetic, EMT/Paramedic, Exercise Science, Health Education, Psychology, and Clinical Physiology program (the "education program"). 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 that contemporaneous with or following execution of this Agreement and within the scope of its provisions, School may develop letter agreements with Training Site to formalize operational details of the clinical 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 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, if any, referenced elsewhere in this Agreement;
 - Deadlines and format for student progress reports and evaluation forms.
2. Any such 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 Training Site 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 Training Site 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 Training Site.
5. There will be no payment of charges or fees between School and Training Site.
6. 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

7. School will provide information to Training Site concerning its curriculum and the professional and academic credentials of its faculty for the students at Training Site. 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 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.
8. School's faculty will meet with the Training Site 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 Training Site as set forth in this Agreement, prior to the arrival of students. School will notify Training Site in writing of any change or proposed change in a student's status.
10. School will obtain evidence of immunity to measles (rubeola), mumps and rubella by immunization or titer (persons born after 1956 must have evidence of two measles immunizations); immunity to chicken pox by history, immunization or titer (individuals with no history of exposure to chicken pox will be advised to get an immune titer); and, for those students and faculty who will be in contact with patients, evidence of immunity to Hepatitis B by surface antibody titer, a positive marker for Hepatitis B or a signed waiver and proof of Pertussis (Tdap). School will require a Mantoux purified protein derivative (PPD) skin test within the past 12 months or, if untested within the last 12 months, a 2-step PPD (Mantoux) test. For any student or faculty member with a positive PPD, School will obtain recent (within the last 12 twelve months) chest X-ray report and physical examination documenting absence of fever, fatigue,

night sweats, unplanned weight loss and cough. School will ensure students and faculty who will be in contact with patients have had flu shot (immunization) including H1N1. School will obtain authorizations from students and faculty permitting disclosure to Training Site of students' and faculty members' health status concerning the above requirements and will provide such information to Training Site upon request.

11. School will assign to Training Site only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum and who have evidence of completion of a CPR course based on American Heart Association guidelines and related to the age group(s) with whom they will be working.

12. School agrees to request a "Child and Adult Abuse Law" criminal background check ("CAAL check") pursuant to RCW 43.830.842 for each student considered for placement at Training Site and for each faculty member who will have contact with Training Site patients. School agrees to provide Training Site with copies of the CAAL check results provided by the Washington State Patrol upon request. School acknowledges that placement of each student and, if applicable, the supervision of such student by a School faculty member at the Training Site is contingent upon provision of CAAL check information dated less than two years prior to the commencement of the clinical education placement. Training Site acknowledges that School is not responsible for the accuracy of the information provided through this CAAL check and that School's provision of this CAAL check information does not relieve Training Site of any of its legal obligations related to these background checks. Training Site understands and agrees that any information forwarded to it by School has been procured through this process. To the extent that a student (or faculty member, if applicable) has not resided in Washington for the past three years, School agrees to provide a criminal background check from each state in which the student or faculty member resided within the previous three years. Training Site may separately, at its expense, obtain such out-of-state criminal background checks during the interim.

13. School will comply with and ensure to the extent possible that students comply with the policies and procedures established by Training Site. School will notify each student of his/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.

TRAINING SITE'S RESPONSIBILITIES

15. Training Site will provide students with a desirable clinical education experience within the scope of health care services provided by Training Site. Training Site 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, who will maintain contact with the School-designated Liaison to assure mutual participation in and review of the clinical education program and student progress. Training Site will submit in writing to School the

professional and academic credentials for the Preceptors and clinical education Supervisor. Training Site will notify School in writing of any change or proposed change of the Preceptors or clinical education Supervisor.

16. 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.

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

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

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

20. Training Site 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, Training Site's Student Placement Coordinator 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.

21. On any day when a student is participating in the clinical 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 any and all care.

22. 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

23. 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 clinical education program.

24. Students are required to adhere to the standards, policies, and regulations of Training Site during their clinical education program.

25. Students will wear appropriate attire and nametags, and will conform to the standards and practices established by School during their clinical education program at Training Site.

26. 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 its students by virtue of this Agreement.

LIABILITY COVERAGE PROVISIONS

27. 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.

28. School shall defend, indemnify, and hold Training Site and its directors, officers, employees, subsidiaries, and agents harmless from and against any and all claims, demands, liabilities, damages, expenses (including attorneys' fees) for injury to persons or damage to property caused or asserted to have been caused by the negligent acts or omissions of the School, its students, agents, servants, or employees, notwithstanding any protection or immunity that the School may have to the underlying claim, including immunity under state or federal laws. This indemnity agreement specifically applies to but is not limited to those situations wherein Training Site is held vicariously liable for negligent acts of the School, its students, or agents or wherein it is claimed that Training Site is vicariously liable for said negligent acts.

A school that is an agency of the State of Washington is exempt from the preceding paragraph of this Section 28; provided, however, insofar as such a School, as an agency of the State of Washington, may be authorized to do so from time to time under the laws of the State of Washington, the School will protect, save and hold harmless Training Site from all claims, costs, damages, or expenses arising out of the negligence of the School, its agents, employees, and students in connection with acts performed within the course and scope of their employment or duties performed in accordance with the terms of this Agreement; and provided further that in the case of negligence of both the School and Training Site, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

To the extent students assigned to Training Site are under orders issued by the U.S. Military Services, remain employees of the United States, and perform duties within the course and scope of their Federal employment, the provisions of the Federal Tort Claims Act (title 28, U.S.C., sections 1346(b), 2671-2680), including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions of the students while acting within the scope of their duties pursuant to this agreement.

29. School shall maintain self-insurance or policies of comprehensive public liability coverage and malpractice insurance coverage in a form acceptable to Training Site, in limits of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. If the School is insured under a claims-made policy during the term of this Agreement, the School agrees to maintain after the expiration of this Agreement "tail coverage" in said amounts to insure for public liability and malpractice that occurred during the term of this Agreement. The School shall notify its liability insurance carrier that it has entered into this Agreement.

A School is exempt from the preceding paragraph of this Section 29 if the School is a self-insured agency of the State of Washington and claims for liability are subject to defense by the State and are subject to the provisions of RCW 28B.10.842 or RCW 28B.20.250 through 28B.20.255.

30. Training Site will defend, indemnify and hold School harmless from any loss, claim or damage arising from the negligent acts and omissions of its employees, officers and agents, including the negligent supervision of students, and will maintain 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).

31. Both parties will provide proof of coverage upon execution of this Agreement. In addition, School and Training Site agree to notify each other in the case of material modification or cancellation of coverage, and to provide subsequent proof of coverage thereafter.

TERM

32. This Agreement is effective for one year beginning December 1, 2012, and will continue thereafter from year to year, unless sooner terminated pursuant to Section 33 or by mutual agreement of the parties. This agreement will be reviewed no later than five years from its effective date, or earlier at the request of either party. School and Training Site 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 Training Site can provide a desirable clinical education experience, and the needs of other disciplines or schools requesting clinical placements.

33. This agreement may be canceled without cause by written notice one year prior to termination; 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. This agreement may be canceled for cause in any circumstance in which a material breach has taken place that cannot reasonably be cured within 30 days of notice of intent to cancel due to such material breach.

PROVISIONS REGARDING BLOOD-BORNE PATHOGENS

34. School certifies that it has trained each student it sends to Training Site 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 clinical 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.

35. In the event 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 clinical 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.

36. The source patient's HBV, HCV and HIV status will be determined by Training Site in the usual manner to the extent possible.

MISCELLANEOUS PROVISIONS

37. 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.

38. Amendment. This Agreement may only be modified 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.

39. 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:

1. This Agreement;
2. Attachments to this Agreement in reverse chronological order.

40. Governing Law. 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.

41. Notices. All notices, demands, requests, or other communications required to be given or sent by School or Training Site, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:

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| (a) <u>To School:</u>
Central Washington University
Toni Burvee
400 East University Way
Ellensburg, WA 98926 | (b) <u>To Training Site:</u>
MultiCare Health System
Human Resources Department
PO Box 5299
M/S: 603-1-HR
Tacoma, WA 98415 |
|--|---|

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.

42. Survival. School and Training Site expressly intend and agree that the liability coverage and HIPAA provisions of this Agreement will survive the termination of this Agreement for any reason.

43. 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.

44. 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.

45. Inspection. Training Site will permit, on reasonable notice and request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of School.

46. Protected Health Information (HIPAA). School, its faculty and students shall not use or disclose protected health information ("PHI"), as that term is defined by C.F.R. §164.501, for any purpose other than performing its obligations under this Agreement or as required or allowed by law. School shall not use or disclose PHI it receives from Training Site in a manner that would violate the Health Insurance Portability and Accountability Act of 1996 (HIPAA) if done by Training Site. School may de-identify PHI it receives from Training Site pursuant to 45 C.F.R. § 164.514, but may not sell or disclose de-identified information to any third party unless Training Site has first approved such use or disclosure in writing.

- a. Safeguards. School, its faculty and students shall use appropriate safeguards to prevent the prohibited use or disclosure of PHI received from or on behalf of Training Site, and shall follow Training Site policies with respect to privacy and security when on Training

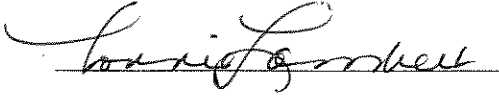
Site premises. The provisions of this Section 46 shall survive the termination of this Agreement.

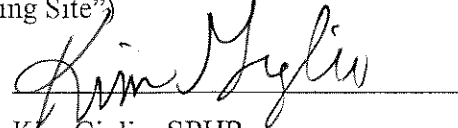
- b. Sub-Contractors and Agents. School shall require any of its sub-contractors or agents to whom School provides PHI received from Training Site to agree to written contractual provisions that impose at least the same obligations to protect such PHI as are imposed on School by this Agreement.
- c. Accounting to HHS. School shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or on behalf of Training Site available to the Secretary of the United States Department of Health and Human Services for purposes of determining Training Site's compliance with HIPAA rules.
- d. Mitigation and Reporting. If School becomes aware of a prohibited use or disclosure of PHI received from Training Site, School shall promptly (i) use commercially reasonable efforts to mitigate any potential adverse effect of the use or disclosure and (ii) report the use or disclosure to Training Site.
- e. Accounting of Disclosures. If Training Site receives a request from an individual pursuant to 45 C.F.R. § 164.528 for an accounting of Training Site's disclosures of the individual's PHI and, in the course of attempting to satisfy the individual's request, Training Site provides a written request to School, School shall promptly provide Training Site the information required to be included in an accounting pursuant to 45 C.F.R. § 164.528(b)(2) for School's disclosures of PHI that are subject to an accounting pursuant to 45 C.F.R. § 164.528(a)(1).
- f. Designated Record Set. Training Site acknowledges that School shall not, in the performance of this Agreement, maintain a "Designated Record Set," as that term is defined by 45 C.F.R. §. 164.501, for Training Site regarding any individual, unless otherwise agreed in writing.
- g. Return or Destruction of Health Information. At the termination or expiration of this Agreement, School and trainees, if feasible, shall return or destroy and maintain no copies of PHI received from or created on behalf of Training Site.
- h. Conformance with Modification of HIPAA or Privacy Rule. If an amendment to or modification of HIPAA or its implementing regulations requires modification of this Agreement to permit Training Site or School to remain in compliance with HIPAA and its implementing regulations during the term of this Agreement, then School and Training Site shall enter good faith negotiations to amend this Agreement to conform to any change required by such amendment or modification.
- i. Training. All students and faculty assigned to Training Site by School will have documented proof of completion of basic health information privacy training meeting Training Site and HIPAA privacy standards, prior to assignment. School personnel assigned to Training Site after the effective date of the security regulations will have completed any necessary security training mandated under HIPAA. School will maintain appropriate records of training pursuant to 45 C.F.R. 164.530, and will make information and records regarding training of it's assigned personnel available to Training Site inspection upon reasonable notice, during regular business hours, at all times during the term of this Agreement and for a period of six years thereafter. Training Site's basic

privacy and security awareness training standards are available for inspection upon request, and Training Site HIPAA Privacy Training Coordinator is available to School to advise School as to any changes in Training Site's privacy or security training standards arising during this Agreement.

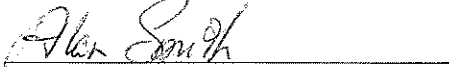
CENTRAL WASHINGTON UNIVERSITY
Ellensburg, Washington
("School")

**MULTICARE HEALTH SYSTEM /
GOOD SAMARITAN HOSPITAL**
Tacoma, Washington
("Training Site")

TB 11/28/12
By: 
Connie Lambert
Title: Dean, CEPS
Date: 11/28/12

By: 
Kim Giglio, SPHR
Title: Director, Talent Acquisition
Date: 11/26/12

Approved as to form:

By: 
Attorney for "School"

Approved as to form:

By: _____
For MHS Legal Services