

AFFILIATION AGREEMENT

This Agreement is made and entered into between **CENTRAL WASHINGTON UNIVERSITY** ("School"), located in Seattle, Washington and **NORTHWEST HOSPITAL & MEDICAL CENTER** ("NWH&MC"), located in Seattle, Washington. The purpose of this Agreement is for NWH&MC, which is committed to training health care professionals, to provide desirable facilities and clinical learning experiences for School's **Community Health** students. In consideration of the mutual covenants and agreements contained herein, School and NWH&MC agree as follows:

I. GENERAL PROVISIONS

A. School and NWH&MC agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, School may develop letter agreements with NWH&MC 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.

Any such letter agreements will be attached 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.

B. School and NWH&MC 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.

C. School and NWH&MC 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 NWH&MC.

D. There will be no payment of charges or fees between School and NWH&MC. 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, or sex or gender, nor will School or NWH&MC engage in such discrimination in their employment or personnel policies.

E. Person's participating in the educational experience contemplated by this Agreement will be students duly enrolled at the School, and are deemed to be the School's students and not trainees of NWH&MC/Training Site, except as otherwise may be specifically provided in this Agreement.

II. SCHOOL'S RESPONSIBILITIES

A. School will provide information to NWH&MC concerning its curriculum and the professional and academic credentials of its faculty for the students at NWH&MC.

School will designate an appropriately qualified and credentialed faculty member to coordinate and act as the Liaison with NWH&MC. School will be responsible for instruction and administration of the students' academic educational programs. School will notify NWH&MC in writing of any change or proposed change of its Liaison. School will have the final responsibility for grading students.

- B. School's faculty will meet with the NWH&MC clinical education Supervisor and Preceptors, 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.
- C. 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 NWH&MC as set forth in this Agreement, prior to the arrival of students. School will notify NWH&MC in writing of any change or proposed change in a student's status.
- D. School will obtain evidence of current immunizations against diphtheria, tetanus, poliomyelitis, measles, 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 varicella (chicken pox) will be advised to get an immune titer. School will require yearly PPD testing or follow-up as required by the Centers for Disease Control and NWH&MC if the students are PPD-positive. School will provide information to NWH&MC regarding student status concerning the above requirements.
- E. School will assign to NWH&MC only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum and who have current CPR certification.
- F. School agrees to request a "Child and Adult Abuse Law" criminal background check (hereafter CAAL) performed for each student pursuant to RCW 43.43.842. School agrees to provide NWH&MC/Training Site with a copy of the CAAL check results provided by the Washington State Patrol pertaining to each student considered for placement at NWH&MC/Training Site. School acknowledges that placement of each student at NWH&MC/Training Site is contingent upon provision of CAAL check information dated less than two years prior to the commencement of the clinical education placement. NWH&MC acknowledges that School is not responsible for the accuracy of the information provided through this CAAL check and that School's provision of the CAAL check information does not relieve NWH&MC/Training Site of any of its legal obligations related to these background checks. NWH&MC/Training Site understands and agrees that any information forwarded to it by School has been procured through this process. School does not certify the veracity of the records provided and, furthermore, the obligation to conduct appropriate background checks and the liability for non-compliance therewith remains the responsibility of NWH&MC/Training Site.
- G. School will comply with, and shall direct its students to comply with, the policies and procedures of NWH&MC/Training Site, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFG parts 160 and 164. Notwithstanding paragraph I.F., solely for the purpose of defining the student's role in relation to the use and disclosure of NWH&MC/Training Site's protected health information, such students are considered trainees and members of the NWH&MC/Training Site's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However,

such students/trainees are not, and shall not be, considered to be employees of the NWH&MC/Training Site. School will notify each student of his/her status and responsibilities pursuant to this Agreement.

- H. 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 care costs, health insurance coverage, and their own health needs.

III. NWH&MC'S RESPONSIBILITIES

- A. NWH&MC will provide students with a desirable clinical education experience within the scope of health care services provided by NWH&MC. NWH&MC 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. NWH&MC will submit in writing to School the professional and academic credentials for the Preceptors and clinical education Supervisor. NWH&MC will notify School in writing of any change or proposed change of the Preceptors or clinical education Supervisor.
- B. NWH&MC will provide students with access to sources of information necessary for education within NWH&MC's policies and procedures and commensurate with patients' rights, including library resources and reference materials.
- C. NWH&MC 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, NWH&MC will make available office and conference space for students and, if applicable, School faculty.
- D. NWH&MC will submit required reports on each student's performance and will provide an evaluation to School on forms provided by School.
- E. NWH&MC 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.
- F. NWH&MC 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, NWH&MC'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 NWH&MC provides for School; however, NWH&MC 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.
- G. On any day when a student is participating in the clinical education program at its facilities, NWH&MC will provide to such student necessary emergency health care or first aid for accidents occurring in its facilities. Financial responsibility for such emergency care, including care described elsewhere in this Agreement, will be as follows:
- NWH&MC will not bill students for the cost of initial emergency care;
 - Emergency care does not include follow-up for blood-borne pathogen exposure;
 - At the student's expense, NWH&MC will provide follow-up care, testing and counseling, including HIV testing, and counseling associated with that testing, in

the absence of any similar service being immediately available from School's health services.

- H. Except as provided in this Agreement, NWH&MC will have no obligation to furnish medical or surgical care to any student.

IV. STUDENTS' STATUS AND RESPONSIBILITIES

- A. Students will have the status of learners and will not replace NWH&MC personnel. Any service rendered by students is incidental to the educational purpose of the clinical education program.
- B. Students are required to adhere to the standards, policies, and regulations of NWH&MC during their clinical education program.
- C. Students will wear appropriate attire and nametags, and will conform to the standards and practices established by School during their clinical education program at NWH&MC.
- D. Students assigned to NWH&MC will be and will remain students of School, and will in no sense be considered employees of NWH&MC. NWH&MC 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 NWH&MC, nor will NWH&MC otherwise have any monetary obligation to School or its students by virtue of this Agreement.

V. LIABILITY COVERAGE PROVISIONS

- A. School and NWH&MC/Training Site will be responsible for the negligent acts and omissions of their own employees, officers and agents, which may occur in connection with this Agreement. Neither party will be considered the agent of the other and, except as provided in this Agreement, 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.
- B. If School is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW), then 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. Schools not covered by the State of Washington Self-Insurance Program will maintain insurance coverage of at least \$1,000,000 per occurrence and \$3,000,000 aggregate, or, if such coverage is not in place, then School agrees to provide complete indemnity to NWH/Training Site for any loss arising from the acts or omissions of the School and/or its employees, officers and agents. As to students, School will require students, while working in the Training Site, to be covered under the student medical malpractice policy offered by the State of Washington, Office of Financial Management, Risk Management division or comparable coverage acquired by another source by the student or the School. The limits of the medical malpractice insurance maintained for the students will be, at a minimum, \$1,000,000 per occurrence and \$3,000,000 aggregate.
- C. NWH&MC/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. NWH&MC/Training Site will maintain professional liability coverage with limits of not less than \$1 million per occurrence and \$5 million annual aggregate (or an equivalent program of self-insurance).

VI. TERM

- A. This Agreement is effective beginning **June 15, 2009** and will continue thereafter for a term of three years. School and NWH&MC will jointly plan student placement in advance of each quarter/semester taking into account the needs of the School for clinical placement, maximum number of students for whom NWH&MC can provide a desirable clinical education experience, and the needs of other disciplines or schools requesting clinical placements.
- B. This agreement may be canceled by either party by providing 60 days written notice to the other party. Students currently enrolled in a clinical rotation at NWH&MC at the time of termination will be permitted to complete the current semester/quarter.

VII. PROVISIONS REGARDING BLOOD-BORNE PATHOGENS AND TUBERCULOSIS EXPOSURE

- A. School certifies that it has trained each student it sends to NWH&MC in universal precautions and transmission of blood-borne pathogens and tuberculosis, and that it will send to NWH&MC only students who have been trained in and have practiced using universal precautions. School has provided the opportunity to receive the Hepatitis B (HBV) vaccine to all clinical education program students before assignment to NWH&MC. NWH&MC will provide personal protection equipment that is appropriate for the tasks assigned to School's students, including appropriate fitting for respiratory protection masks.
- B. 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 NWH&MC, NWH&MC agrees to provide the following services:
- Being seen by NWH&MC's employee health service and/or nursing supervisor 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.
- C. The source patient's HBV, HCV and HIV status will be determined by NWH&MC in the usual manner to the extent possible. NWH&MC does not accept liability for any illness or injury subsequent to such accidental exposure, except as otherwise provided in this Agreement.

VIII. MISCELLANEOUS PROVISIONS

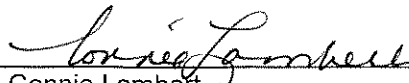
- A. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided for herein.
- B. **Amendment.** This Agreement may only be modified by a subsequent written 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.
- C. **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.

- D. **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.
- E. **Notices.** All notices, demands, requests, or other communications required to be given or sent by School or NWH&MC, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed as follows:
1. **To School:**
Bruce Porter, CPM
Director, Business Services & Contracts
Central Washington University
400 East 8th Avenue
Ellensburg, Washington 98926
 2. **To NWH&MC:**
Attention: Deborah Butler, Clinical Coordinator
Community Screening
Mail Stop: D 156
Northwest Hospital & Medical Center
1550 North 115th Street
Seattle, Washington 98133

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.

- F. **Survival.** School and NWH&MC expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.
- G. **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 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.
- H. **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.
- I. **Inspection.** NWH&MC will permit, on reasonable notice and request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of School.

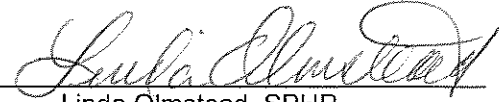
Central Washington University

By 
Connie Lambert
Dean, College of Education


Date 5-29-09

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5/21/09

Northwest Hospital & Medical Center

By 
Linda Olmstead, SPHR
Director, Human Resources

Date 6/9/09

By 
Annika Andrews
Vice President, Business Development

Date 6-9-09