

**AFFILIATION AGREEMENT
BETWEEN
CENTRAL WASHINGTON UNIVERSITY
AND
PRESTIGE CARE, INC.**

This Agreement is made and entered into between Central Washington University ("School"), located at 400 E. University Way, Ellensburg, Washington, 98926-7480, and Prestige Care, Inc. ("Company"), located at 7700 NE Parkway Drive, Suite 300, Vancouver, Washington, 98662. The purpose of this Agreement is for Company to provide desirable learning experiences and facilities for School's students who are enrolled in its educational programs. In consideration of the mutual covenants and agreements contained herein, School and Company agree as follows:

I. GENERAL PROVISIONS

A. School and Company agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, School may develop letter agreements with Company to formalize operational details of the clinical education program. These details include, but are not limited to, the following:

1. Beginning dates and length of experience (to be mutually agreed upon at least one (1) month before the beginning of the clinical education program);
2. Number of students eligible to participate in the clinical education program;
3. Specific days, hours and locations for the clinical education program;
4. Specific learning objectives and performance expectations for students;
5. Specific allocation of responsibilities for the faculty Liaison, clinical education Supervisor, and Preceptors, if any, referenced elsewhere in this Agreement;
6. Deadlines and format for student progress reports and evaluation forms.

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.

B. School's students will attend various training sites in the Company's owned, operated and/or managed skilled nursing facilities located in Washington State, listed in Exhibit A attached hereto.

C. School and Company 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.

D. School and Company will instruct their respective faculty, staff, and students participating in the clinical education program to maintain confidentiality of student and resident information as required by law and by the policies and procedures of School and Company.

E. There will be no payment of charges or fees between School and Company.

F. The parties to this agreement do not discriminate on the basis of sex, physical or mental disability, race, color, national origin, sexual orientation, age, religious preference or disabled veteran or Vietnam Era status in admission and access to, or treatment in employment, educational programs or activities as required by Title IX of the Education Amendments of 1972, section 504 of the Rehabilitation Act of 1973, Title VII of the Civil Rights Act of 1964, the Age Discrimination Act, the Americans with Disabilities Act of 1990, or any other classification protected under state or federal law, or city ordinance.

II. SCHOOL'S RESPONSIBILITIES

A. School will provide information to Company concerning its curriculum and the professional and academic credentials of its faculty for the students at Company. School will designate an appropriately qualified and credentialed faculty member to coordinate and act as the Liaison with Company. School will be responsible for instruction and administration of the students' academic education program. School will notify Company 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 Company clinical education Supervisor 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 (4) weeks before the beginning date of the clinical education program. School is responsible for supplying any additional information required by Company as set forth in this Agreement, prior to the arrival of students. School will notify Company in writing of any change or proposed change in a student's status.

D. School will maintain evidence of the following immunizations and screenings to be completed for each student in accordance with the Centers for Disease Control and Prevention (CDC) guidelines:

1. Required: hepatitis B (Hep B);
2. Required: measles, mumps and rubella (MMR);
3. Required: tetanus, diphtheria, pertussis (Tdap);
4. Required: varicella;
5. Recommended: polio;
6. Recommended: influenza (seasonal flu);
7. Required: tuberculosis (TB) skin test or IGRA blood test; and
8. Recommended: substance-abuse testing for opiates, marijuana, methadone, cocaine, amphetamines, methamphetamines, barbiturates, phencyclidine (PCP), and benzodiazepines.

School will provide information to Company regarding student status concerning the above requirements.

E. School will assign to Company 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 or American Red Cross guidelines and related to the age group(s) with whom they will be working.

F. School will require each student who may be placed in Company's training sites to obtain his/her criminal history background record from the Washington State Patrol, pursuant to RCW 43.43.830, RCW 43.43.834 and RCW 43.43.838. Student will release a copy of that record to the School and will authorize the School to transmit that record or copy thereof to Company. Before the start of training, School will provide Company with the names of any students who have failed to provide the requested records, or who refuse to authorize the release of records to Company. The students will be informed that, whether or not they agree to obtain the record and agree to release it to School and Company, Company may conduct the background inquiry directly and the Company may refuse placement of a student who does not provide the requested records or who has a record of prior criminal conduct.

Company 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 Company.

G. School shall maintain confidentiality regarding all business practices of Company and shall be authorized to release confidential information regarding Company only upon receipt of written approval of Company, or as required by law.

H. Where practicable and allowed by applicable law, School shall use reasonable efforts to cooperate in Company's claims investigation procedures and in securing the cooperation of witnesses if a claim arises involving students or School's faculty.

I. School will comply with and ensure to the extent possible that students comply with the policies and procedures established by Company. School will notify each student of his/her status and responsibilities pursuant to this Agreement.

J. 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.

III. COMPANY'S RESPONSIBILITIES

A. Company will provide students with a desirable clinical education experience within the scope of health care services provided by Company. Company will designate in writing Preceptors, if any, to be responsible for the clinical education program, and will designate in writing one (1) 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. Company will submit in writing to School the professional and academic credentials for the Preceptors and clinical education Supervisor. Company will notify School in writing of any change or proposed change of the Preceptors or clinical education Supervisor.

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

C. Company will make available to students basic supplies and equipment necessary for care of resident and the clinical education program. Within the limitation of facilities, Company will make available office and conference space for students and, if applicable, School faculty.

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

E. Company retains full responsibility for the care of residents and will maintain the quality of resident care without relying on the students' clinical training activities for staffing purposes.

F. Company shall regulate the activities of persons on its premises, including Students assigned under this Agreement. Company reserves the right to immediately remove and terminate the training of any Student who represents the following criteria and will immediately notify the Training Center of such removal and termination:

1. Students who endanger a resident(s);
2. Students who engage in unethical behavior;
3. Students who do not have adequate qualifications or the ability to continue in rotation;
4. Students whose conduct interferes with the proper operation of the Company;
5. Students who do not comply with applicable Company policies, procedures or directions from Company staff; or
6. Student's health does not warrant a continuation at Company.

As soon as possible thereafter, Company'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 Company provides for School; however, Company 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 resident care.

G. Company agrees to promptly and thoroughly investigate any complaint by any participating Student of unlawful discrimination or harassment at the Company or involving employees and agents of the Company. Company agrees to take prompt and effective remedial action when discrimination or harassment is found to have occurred. Company agrees to promptly notify School of the existence and outcome of any complaint of harassment or discrimination by, against, or involving any participating Student.

H. On any day when a student is participating in the clinical education program at its facilities, Company 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, including follow-up care.

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

J. Company is not responsible for loss or damage of the property of School's students or faculty, including vehicles parked on the Company's property, unless such loss or damage is caused by Company (i.e., Company vehicle colliding with student's vehicle). Company is not responsible for loss or damage of the property of School's students or faculty caused by visitors at Company's training sites.

IV. STUDENTS' STATUS AND RESPONSIBILITIES

A. Students will have the status of learners and will not replace Company 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 Company during their clinical education program.

C. 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 Company.

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

V. LIABILITY COVERAGE PROVISIONS

A. School and Company agree to defend, indemnify, and hold harmless each other and each of their officers, trustees, directors, managers, shareholders, partners, members, employees, agents, and affiliates from and against any and all claims, loss, damages, liability, judgments, settlements, obligations, costs, and expenses (including reasonable attorneys' fees) for or in connection with injury, death, or damage to any person or property or other liability to the extent resulting from the acts or omissions of the indemnifying party and its respective officers, trustees, directors, managers, shareholders, partners, members, employees, affiliates or agents acting within the scope of their duties in performance of this Agreement.

B. Each party to this Agreement agrees to provide the other party to this Agreement with a certificate of insurance upon request, and evidence that such coverage is in force during internship experiences at Company. School is covered by the State of Washington Self-Insurance Program 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. School will make professional (Medical Malpractice) liability insurance available for purchase by its students. The limits on the 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 also may acquire professional (Medical Malpractice) liability insurance through another source. School shall inform all students whom it plans to place at Company that: Company 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 Company 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 Company approval and satisfaction, Company can refuse to accept any student for placement. Cancellation, termination, or reduction of the above noted insurance without securing similar alternative coverage should be grounds for immediate termination of this Agreement by either party.

C. Company maintains professional liability insurance coverage with a minimum of \$1,000,000 per occurrence. Through that coverage, Company provides liability coverage for its employees, officers, and agents in the performance of this Agreement, and further provides the means for defense and payment of claims that may arise against such individuals.

VI. TERM

A. This Agreement is effective the date of execution and will continue thereafter from year to year. This agreement will be reviewed no later than three (3) years from its effective date, or earlier at the request of either party. School and Company 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 Company can provide a desirable clinical education experience, and the needs of other disciplines or schools requesting clinical placements.

B. This agreement may be terminated with or without cause by either party with ninety (90) days written notice to other party; however, such termination shall not become effective for the students then enrolled in the clinical education program if such termination prevents their completion of the requirements of the clinical education program.

VII. PROVISIONS REGARDING BLOOD-BORNE PATHOGENS

A. School certifies that it has trained each student it sends to Company in universal precautions and transmission of blood-borne pathogens and that it will send to Company only students who have been trained in and have practiced using universal precautions. School has recommended the Hepatitis B (HBV) screening to all clinical education program students before assignment to Company. Students are required to have a TB screening and be up-to-date on all other immunizations. Company will provide personal protection equipment that is appropriate for the tasks assigned to School's students.

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 Company, Company agrees to provide the following services:

1. Being seen by Company's employee health service and/or emergency department as soon as possible after the injury;
2. Emergency medical care following the injury;
3. Initiation of HBV, Hepatitis C (HCV) and HIV protocol;
4. HIV counseling and appropriate testing.

The student will be responsible for the costs of any and all care, testing, counseling, and obtaining necessary follow-up care.

C. The source resident's HBV, HCV and HIV status will be determined by Company in the usual manner to the extent possible.

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 be modified only 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. Applicable Law and Accreditation. School and Company agree to comply with all federal, state, county, local laws, ordinances, accreditation agencies, and regulations applicable to the objectives of this Agreement.

1. School and Company agree to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

2. Failure or neglect on the part of one of the parties to comply with any or all such laws, ordinances, rules, and regulations shall not relieve the party of these obligations nor of the requirements of this Agreement.

3. This Agreement shall be governed and construed in accordance with the laws of the State of Washington. The parties hereby agree that any legal and/or lawful action in connection with this Agreement shall lie in Clark County, Washington.

E. Notices. All notices, demands, requests, or other communications required to be given or sent by School or Company, 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:
Central Washington University
400 E. University Way
Ellensburg, WA 98926-7480
- (2) To Company:
Prestige Care, Inc.
Attn: Kendra Swartz, Senior RD
7700 NE Parkway Drive, Suite 300
Vancouver WA 98662

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 Company 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 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.

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 (1) 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. Company will permit, on reasonable notice and request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of School.

J. HIPAA. School voluntarily provides students with training on the requirements of the Health Insurance Portability and Accountability Act (HIPAA). Company will provide additional training on Company's specific HIPAA policies and procedures. School will direct its students and faculty to comply with the policies and procedures of Company. No protected healthcare information (PHI) is anticipated to be exchanged between Company and School. Solely for the purpose of defining students' role in relation to the use and disclosure of Company's PHI, students acting pursuant to this Agreement are defined as members of Company's workforce. However, School's students and faculty shall not be considered to be employees of Company.

K. Assignment. It is mutually agreed that, by the terms of this Agreement, the Company has not granted or delegated any of its powers, statutory, implied, administrative, medical, or otherwise, to the School and that the treatment of residents and the use of the equipment, the hiring, and the acceptance and assignment of personnel, will be, and will remain within the jurisdiction of the Company.

1. This Agreement in no way constitutes a delegation of the Company's power to determine the admissibility and eligibility of residents for care.
2. This Agreement in no way confers upon the School the right to possess, use, or control the Company's property, except as may be required to perform its obligations under this Agreement.
3. School shall not assign or transfer its interest nor delegate its obligation in this Agreement without the express written consent of Company.

4. Company shall not assign or transfer its interest nor delegate its obligation in this Agreement without the express written consent of School.

L. Mutual Agreement. This Agreement constitutes the entire Agreement for the Clinical training between the aforementioned parties. There are no understandings, agreements, or representations, oral or written, which are not specified herein regarding this Agreement. Upon completed signature by School and Company, this Agreement shall supersede all preceding clinical training agreements between School and Company.

IN WITNESS WHEREOF, the parties have executed this Agreement effective of the date written below.

CENTRAL WASHINGTON UNIVERSITY

PRESTIGE CARE, INC.
a Washington corporation

By: 
Paul Ballard

By: 
Kendra Swartz

Title: Dean, College of Education & Professional Studies

Title: Senior Registered Dietitian Nutritionist

Date: 12.18.18

Date: 12/17/18

cm 12-12-18

**EXHIBIT A
COMPANY FACILITIES**

Legal Name	Doing Business As	Address	City	State	Zip	Phone Number
Care Center (Burlington), Inc.	Prestige Care and Rehabilitation - Burlington	1036 East Victoria Avenue	Burlington	WA	98233	(360) 755-0711
Care Center (Camas), Inc.	Prestige Care and Rehabilitation - Camas	740 NE Dallas Street	Camas	WA	98607	(360) 834-5055
Care Center (Centralia), Inc.	Prestige Post-Acute and Rehabilitation Center - Centralia	917 South Scheuber Road	Centralia	WA	98531	(360) 736-9384
Care Center (Clarkston), Inc.	Prestige Care and Rehabilitation - Clarkston	1242 11th Street	Clarkston	WA	99403	(509) 758-2523
Care Center (Colville), Inc.	Prestige Care and Rehabilitation - Pinewood Terrace	1000 East Elep Avenue	Colville	WA	99114	(509) 684-2573
Care Center (Edmonds), Inc.	Prestige Post-Acute and Rehabilitation Center - Edmonds	21008 76th Avenue West	Edmonds	WA	98026	(425) 778-0107
Care Center (Ellensburg), Inc.	Prestige Post-Acute and Rehabilitation Center - Kittitas Valley	1050 East Mountain View Ave	Ellensburg	WA	98926	(509) 925-4171
Care Center (Hazel Dell), Inc.	Discovery Nursing and Rehabilitation of Vancouver	5220 NE Hazel Dell Avenue	Vancouver	WA	98663	(360) 693-1474
Care Center (Richland), Inc.	Richland Rehabilitation Center	1745 Pike Avenue	Richland	WA	99352	(509) 946-8095
Care Center (Sullivan Park), Inc.	Sullivan Park Care Center	14820 East 4th Avenue	Spokane	WA	99216	(509) 922-1644
Care Center (Sunnyside), Inc.	Prestige Care and Rehabilitation - Sunnyside	721 Otis Avenue	Sunnyside	WA	98944	(509) 837-2122
Care Center (Toppenish), Inc.	Toppenish Nursing and Rehabilitation	802 West 3rd Avenue	Toppenish	WA	98948	(509) 865-3955

Care Center (Union Gap), Inc.	Prestige Care and Rehabilitation - Parkside	308 West Emma Street	Union Gap	WA	98903	(509) 248-1985
Care Center (Wenatchee), Inc.	Colonial Vista Post-Acute and Rehabilitation Center	625 Okanogan Avenue	Wenatchee	WA	98801	(509) 663-1171
Puyallup Care Center, Inc.	Puyallup Nursing and Rehabilitation Center	516 23rd Avenue SE	Puyallup	WA	98372	(253) 845-8631