



Fred Hutchinson Cancer Research Center
UW Medicine
Seattle Children's

Working together to cure cancer

SCCA AFFILIATION AGREEMENT

This Agreement is made and entered into between Central Washington University ("School") located in 400 E University Way, MS 7572 Ellensburg, WA 98926-7572 and the Seattle Cancer Care Alliance, located at Seattle, Washington, ("Training Site").

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 Internship Program (the "education program"). In consideration of the mutual covenants and agreements contained herein, School and Training Site agree as follows.

1. General Provisions

1.1 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, identified elsewhere in this Agreement;
- Deadlines and format for student progress reports and evaluation forms.

1.2 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.

1.3 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.

1.4 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.

1.5 There will be no payment of charges or fees between School and Training Site.

1.6 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.

2. School's Responsibilities

2.1 The School, through the program director of the program, shall outline the educational goals and objectives to be attained within the Training Site.

2.2 The School shall be responsible for ensuring that students comply with all applicable School and Training Site policies, including policies that limit the number of hours worked by students.

2.3 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 or certified 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. The Liaison must be approved by 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 proposed change of its Liaison. School will have the final responsibility for grading students.

2.4 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.

2.5 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 or as deemed necessary by Training Site, prior to the arrival of students. School will notify Training Site in writing of any change or proposed change in a student's status.

2.6 Each student will receive an individual assessment and review of their records documenting their immune status with regard to CDC and OSHA/WISHA standards for health care workers, and immunization if necessary for: measles, mumps, rubella, hepatitis B (including post-vaccine antibody test to verify immunity), tetanus, diphtheria, pertussis, varicella (chickenpox), and influenza (annual; optional) and any other health assessment deemed necessary by Training Site. Each student will also receive initial and annual screening for tuberculosis. Students who have not been previously skin tested will be tested with the "2-step" method per current guidelines for health care workers. Students with newly positive skin tests will receive a one-view screening chest x-ray and initial follow-up counseling session with a health care provider; entering students with documentation of a previously positive skin test will receive assessment, counseling, and a one-view chest x-ray (if indicated). School will provide documentation regarding students' compliance status (i.e. current status and expiration date) to Training Site upon request.

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

2.8 School agrees to request a "Child and Adult Abuse Law" criminal background check pursuant to RCW 43.43.830-.842 for each student. School will, with the permission of the students, provide Training Site with a copy of the check results for each student considered for placement at Training Site before start of the education program. School acknowledges that placement of each student at the Training Site is contingent upon provision of check information to the Training Site dated less than two years prior to the start of the education program.

2.9 If School is located in a state other than Washington, School will also obtain a criminal background check for student in state in which School is located. School will, with permission of the students, provide Training Site with a copy of the check results before the start of the education program.

2.10 School will comply with and ensure that students comply with the policies and procedures established by Training Site. Training Site reserves the right to terminate the use of its facilities by a particular student if that student fails to comply with Training Site's policies and procedures or if Training Site believes that student create a risk to patients or Training Site staff. School will notify each student of his or her status and responsibilities pursuant to this Agreement.

2.11 School will encourage each student participating in the clinical education program to acquire comprehensive health and accident insurance that will provide continuous coverage of the 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.

3. Training Site's Responsibilities

3.1 Training Site will provide students with a desirable clinical education experience within the scope of health care services provided by Training Site and consistent with the clinical education program goals agreed to 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.

3.2 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.

3.3 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.

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

3.5 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.

3.6 Training Site has the right to take immediate temporary action to correct a situation where a student's actions endanger patient care or staff or visitors at Training Site. As soon as possible thereafter, Training Site'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 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.

3.7 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 all care.

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

3.9 The Training Site may limit or withdraw the use of its facilities, when in the opinion of the Training Site this use interferes with the effective operation of the Training Site, after consultation with the School, provided notice of no less than 6 months has been given; provided, however, that Training Site shall have the right to immediately limit or withdraw the use of its facilities by an individual student whenever in the opinion of the Training Site use of the facility by that particular student endangers any patient or otherwise impairs the Training Site's operations. In the event that use of the facility by an individual student is limited or withdrawn in whole or in part because Training Site believes that any patient has been endangered or that the Training Site's operations have otherwise been impaired, Training Site agrees to notify School and to use reasonable efforts to reach Agreement with School on terms under which Training Site would permit use of its facilities by that particular student under this Agreement to resume. Notwithstanding any other provision of this Agreement, Training Site reserves the right to terminate the use of its facilities by a particular student where necessary in Training Site's reasonable opinion to maintain its operations free of disruption, to ensure quality of service to its patients or to protect its patients.

4. Relationship of the School and the Training Site

It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between the School and the Training Site but is rather an Agreement by and between independent organizations, these being the School and the Training Site.

5. Student's Status and Responsibilities

5.1 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.

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

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

5.4 Students assigned to Training Site will be and will remain students of School, and will in no sense be considered employees or agents of Training Site. Training Site does not and will not assume any liability under any law relating to Worker's Compensation or any law regulating the employee employer relationship 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.

5.5 Students designated by the School to have educational experiences in the Training Site are covered by the School's Professional Liability Program for actions, claims, or proceedings arising out of their acts or omissions.

5.6 Students assigned to the Training Site shall execute any additional agreements, acknowledgments and undergo any training required for the Training Site's employees or staff.

5.7 School agrees to require all students to execute a Release of Liability, hereby attached as Exhibit A. School will provide Training Site with a copy of the Release of Liability for each student considered for placement at Training Site before the student starts the clinical education program. The Training Site may prohibit any student from participating in the clinical education program until the Training Site has received his or her executed Release of Liability.

6. Liability Coverage Provisions

6.1 Each party to this agreement will be responsible for the acts or omissions of its own employees, officers, students, agents, or students in the performance of this Agreement. Neither party will be considered the agent of the other. 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, other than students as provided in this section and section 28.

6.2 School and its officers, employees, and agents, while acting in good faith within the scope of their official CWU duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against School and its employees, officers, and agents in the performance of their official CWU duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130. Training Site 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 Central Washington University, or acquired by the student through another source. The limits of such coverage shall be, at a minimum, \$1,000,000 per occurrence/\$3,000,000 aggregate. Certificates of such coverage purchased by the student will be provided to Training Site upon request. Should proof of insurance not meet with Training Site's approval and satisfaction, Training Site can refuse to accept any student for placement.

6.3 Training Site will defend, indemnify and hold School harmless from any loss, claim or damage arising from the negligent acts or omissions of its Training Site's employees, officers, and agents. Training Site maintains a professional liability coverage program under the authority of RCW 28B.20.250, .253, and .255. Through that authority, Training Site provides professional liability coverage for its employees, officers, and agents in the performance of this Agreement.

6.4 Both parties will provide proof of coverage upon execution of this Agreement. Training Site will accept only those students who are insured against liability for actions or inactions occurring in the clinical setting. Training site has the right to refuse to accept any student for placement if the proof of insurance does not meet with Training Site's approval and satisfaction. 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.

7. Term

7.1 This Agreement is effective beginning May 31st 2011 (date) May 30th 2012 and will continue thereafter from year to year. This agreement will be reviewed no later than three 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.

7.2 This agreement may be canceled by written notice six months 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.

8. Confidentiality

For purposes of this Agreement, the term "Confidential Information" means all information not generally made available or known to the public obtained School or any student while at the Training Site. All patient-identifiable information is Confidential Information and must be used in accordance with institutional policies and federal and state law. Confidential Information also includes, without limitation, information relating to the Training Site's research and development, inventions, know-how, software (including source

code and object code), procedures, purchasing, accounting, marketing, customers, suppliers, financial status or employees and all other categories of information maintained in any form which School or any student has reason to know that the Training Site intends or expects to maintain as confidential. The School shall and shall cause its employees, agents, and contractors to hold all Confidential Information in confidence and to not use or disclose any Confidential Information, unless the use or disclosure is permitted by the Training Site's policies, is approved in writing by the Training Site or is required by law. When disclosure is required by law, the School shall provide the Training Site with prompt notice of the required disclosure to permit the Training Site to seek a protective order. The School acknowledges that the client records are the property of the Training Site and will remain and be maintained at the Training Site at all times.

9. False Claims

School acknowledges that the Training Site has provided the School with portions of the Training Site's Corporate Integrity Policies, including policies that contain discussions of the Federal False Claims Act, the Federal Program Fraud Civil Remedies Act of 1986, Washington State laws relevant to the submission of false claims, whistleblower protections relevant to these laws and the Training Site's policies and procedures for detecting and preventing fraud, waste and abuse as required by the Deficit Reduction Act of 2005. The School acknowledges that it has had the opportunity to discuss these policies and procedures with the Training Site and agrees to comply with the requirements of these policies and procedures applicable to the Training Site's contractors. The School also agrees to distribute these policies and procedures to any of its employees or agents who will provide services to the Training Site under this Agreement.

10. Compensation

School students shall not be entitled to any monetary remuneration from the Training Site for services performed by them in the specific course of training. The Training Site shall have monetary obligation to the School only if such an obligation is agreed to by the Training Site and the School as part of their annual budgeting process. The Training Site shall not have any monetary obligation to anyone else by virtue of this Agreement.

11. Provisions Regarding Blood-Borne Pathogens

11.1 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. Training Site will provide personal protection equipment that is appropriate for the tasks assigned to School's students.

11.2 If 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.

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

12. Miscellaneous Provisions

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 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:

- (a) To School:
Central Washington University
400 E University Way
Ellensburg, WA 98926-7572
- (b) To Training Site:
Seattle Cancer Care Alliance
Materials Manager
206-288-2128 (Phone)
825 Eastlake Ave East
Seattle, WA 98109
Mail Stop: LG-312

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 days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile transmission.

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

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

12.8 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.

12.9 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.

12.10 HIPAA. School shall direct its students to comply with the policies and procedures of Training Site, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. School voluntarily provides students with training on the requirements of the Health Insurance Portability and Accountability Act (HIPAA). Training Site agrees to provide information on Training Site's specific policies and procedures governing use and disclosure of protected health information. Solely for the purpose of defining the students' role in relation to the use and disclosure of Training Site's protected health information, students are defined as members of the Training Site's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the students are not and shall not be considered to be employees, volunteers, or agents of the Training Site virtue of this provision.

Seattle Cancer Care Alliance

("Training Site")

DocuSigned by:
Madeline Buelt
By Madeline Buelt Date 5/31/2011
E14BF0DEE5944FF..

Madeline Buelt
(Name)
CNE, VP of Operation
(Title)

By _____ Date _____
(Name)
(Title)

Approved as to form

By _____ Date _____
Attorney for "Training Site"

Central Washington University
("School")

DocuSigned by:
Connie Lambert
By Connie Lambert Date 5/27/2011
F4542AAB21C6479..

Connie Lambert
(Name)
Dean, College of Arts & Prof Studies
(Title)

By _____ Date _____
(Name)
(Title)

Approved as to form: (if required by "School")

By _____ Date _____
(Name)
(Title)
Attorney for "School"

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“BAA”) effective on the last signature date below, is entered into by and between the Seattle Cancer Care Alliance, a Washington non-profit corporation (“Covered Entity”) and Central WA University (“Business Associate”).

1. **BACKGROUND AND PURPOSE.** The Parties have entered into, and may in the future enter into, one or more written agreements, that require Business Associate to be provided with, to have access to, and/or to create Protected Health Information (the “Underlying Contracts”), that is subject to the federal regulations issued pursuant to the Health Insurance Portability and Accountability Act (“HIPAA”) and codified at 45 C.F.R. Parts 160 and 164 (“HIPAA Regulations”). This BAA shall supplement and/or amend each of the Underlying Contract(s) only with respect to Business Associate’s Use, Disclosure, and creation of PHI under the Underlying Contracts) to allow Covered Entity to comply with sections 164.502(e) and 164.314(a)(2)(i) of the HIPAA Regulations. Business Associate acknowledges that effective January 1, 2010, as a business associate, it is responsible to comply with the HIPAA Security and Privacy regulations pursuant to Subtitle D of the Health Information Technology for Economic and Clinical Health Act (“HITECH”), including Sections 164.308, 164.310, 164.312 and 164.316 of title 45 of the Code of Federal Regulations and any other implementing regulations applicable to privacy and security of PHI. Except as so supplemented and/or amended, the terms of the Underlying Contracts) shall continue unchanged and shall apply with full force and effect to govern the matters addressed in this BAA and in each of the Underlying Contract(s).
2. **DEFINITIONS.** Unless otherwise defined in this BAA, all capitalized terms used in this BAA have the meanings ascribed in the HIPAA Regulations, provided, however, that “PHI” and “ePHI” shall mean Protected Health Information and Electronic Protected Health Information, respectively, as defined in 45 C.F.R. § 160.103, limited to the information Business Associate received from or created or received on behalf of Covered Entity as Covered Entity’s Business Associate. “Administrative Safeguards” shall have the same meaning as the term “administrative safeguards” in 45 C.F.R. § 164.304, with the exception that it shall apply to the management of the conduct of Business Associate’s workforce, not Covered Entity’s workforce, in relation to the protection of that information. For purposes of this Agreement, Covered Entity shall include Covered Entity and all entities that participate in an Organized Health Care Arrangement with Covered Entity who may receive services from Business Associate under a Primary Agreement.
3. **OBLIGATIONS OF THE PARTIES WITH RESPECT TO PHI.**
 - 3.1 **Obligations of Business Associate.** With regard to its Use and/or Disclosure of PHI, Business Associate agrees to:
 - a. not Use or Disclose PHI other than as permitted or required by this BAA or as Required By Law. [§ 164.504(e)(2)(ii)(A)] Effective January 1,

2010, Business Associate may Use and Disclose Protected Health Information only if its Use or Disclosure is in compliance with each applicable requirement of section 164.504(e) of title 45 of the Code of Federal Regulations.

- b. use appropriate safeguards to prevent Use or Disclosure of PHI other than as provided for by this BAA. [§ 164.504(e)(2)(ii)(B)]
- c. report to Covered Entity any Use or Disclosure of PHI not provided for by this BAA of which Business Associate becomes aware. [§ 164.504(e)(2)(ii)(C)]
- d. ensure that any agents and subcontractors to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity agree to the same restrictions and conditions set forth in the business associate provisions of the HIPAA Regulations that apply through this BAA to Business Associate with respect to such information. [§ 164.504(e)(2)(ii)(D)]
- e. within twenty (20) days of receiving a written request from Covered Entity, make available to the Covered Entity PHI necessary for Covered Entity to respond to Individuals' requests for access to PHI about them in the event that the PHI in Business Associate's possession constitutes a Designated Record Set. [§ 164.504(e)(2)(ii)(E)] In the event any individual requests access to PHI directly from Business Associate, Business Associate shall within five (5) business days forward such request to the Covered Entity. Any denials of access to the PHI requested shall be the responsibility of the Covered Entity.
- f. within thirty (30) days of receiving a written request from Covered Entity, make available to the Covered Entity PHI for amendment and incorporate any amendments to the PHI in accordance with 45 C.F.R. Part 164 Subpart E ("Privacy Rule") in the event that the PHI in Business Associate's possession constitutes a Designated Record Set. [§ 164.504(e)(2)(ii)(F)]
- g. within thirty (30) days of receiving a written request from Covered Entity, make available to the Covered Entity the information required for the Covered Entity to provide an accounting of disclosures of PHI as required by the Privacy Rule. [§ 164.504(e)(2)(ii)(G)] Business Associate shall provide the Covered Entity with the following information: (i) the date of the disclosure, (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person, (iii) a brief description of the PHI disclosed, and (iv) one of the following, as applicable: (a) a brief statement of the purpose of such disclosure which includes an explanation that reasonably informs the individual of the basis for such disclosure or in lieu of such statement, (b) a copy of a written request from

the Secretary of Health and Human Services to investigate or determine compliance with HIPAA; or (c) a copy of the individual's request for an accounting. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall within seven (7) business days forward such request to the Covered Entity.

- h.** make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary of HHS for purposes of determining Covered Entity's compliance with the Privacy Rule. [§ 164.504(e)(2)(ii)(H)]
- i.** upon the expiration or termination of an Underlying Contract, return to Covered Entity or destroy all PHI, including such information in possession of Business Associate's subcontractors, as a result of the Underlying Contract at issue and retain no copies, if it is feasible to do so. If return or destruction is infeasible, Business Associate agrees to extend all protections, limitations and restrictions contained in this BAA to Business Associate's Use and/or Disclosure of any retained PHI, and to limit further Uses and/or Disclosures to the purposes that make the return or destruction of the PHI infeasible. This provision shall survive the termination or expiration of this BAA and/or any Underlying Contract. [§ 164.504(e)(2)(ii)(I)]
- j.** use reasonable commercial efforts to mitigate any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this BAA.
- k.** implement Administrative Safeguards, Physical Safeguards, and Technical Safeguards ("Safeguards") that reasonably and appropriately protect the Confidentiality, Integrity, and Availability of ePHI as required by 45 C.F.R. Part 164 Subpart C ("Security Rule"). [§ 164.314(a)(2)(i)(A)]
- l.** ensure that any agent and subcontractor to whom Business Associate provides ePHI agrees to implement reasonable and appropriate safeguards to protect ePHI. [§ 164.314(a)(2)(i)(B)]
- m.** report promptly to Covered Entity any successful Security Incident of which Business Associate becomes aware [§ 164.314(a)(2)(i)(C)]; provided, however, that with respect to attempted unauthorized access, Use, Disclosure, modification, or destruction of information or interference with system operations in an information system affecting ePHI, such report to Covered Entity will be made available upon written request.
- n.** make its policies, procedures and documentation required by the Security Rule relating to the Safeguards available to the Secretary of HHS for

purposes of determining Covered Entity's compliance with the Security Rule. [68 Fed. Reg. 8334, 8359]

- o. Effective January 1, 2010, if Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses Unsecured Protected Health Information (as defined in HITECH Sec. 4402(h)(1)), it shall, following the discovery of a breach of such information, notify the Covered Entity of such breach. Such notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been accessed, acquired, or disclosed during such breach. [HITECH Sec. 4402(b)]

3.2 Permitted Uses and Disclosures of PHI. Except as otherwise specified in this BAA, Business Associate may make any and all Uses and Disclosures of PHI necessary to perform its obligations under the Underlying Contracts). Unless otherwise limited herein, Business Associate may:

- a. Use the PHI in its possession for its proper management and administration and to carry out the legal responsibilities of Business Associate [§ 164.504(e)(4)(i)];
- b. Disclose the PHI in its possession to a third party for the purpose of Business Associate's proper management and administration or to carry out the legal responsibilities of Business Associate, provided that the Disclosures are Required By Law or Business Associate obtains reasonable assurances from the third party regarding the confidential handling of such PHI as required under the Privacy Rule [§ 164.504(e)(4)(ii)];
- c. provide Data Aggregation services relating to the Health Care Operations of the Covered Entity [§ 164.504(e)(2)(i)(B)];
- d. de-identify any and all PHI obtained by Business Associate under this BAA, and use such de-identified data, all in accordance with the de-identification requirements of the Privacy Rule [§ 164.502(d)(1)]; and
- e. use and disclose Protected Health Information received pursuant to an authorization that specifically permits disclosure to Business Associate and that complies with 45 C.F.R. § 164.508.

3.3 Prohibited Uses and Disclosures. Business Associate shall not use or disclose PHI for fundraising or marketing purposes. Business Associate shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of Covered Entity and as permitted by the HITECH

Act; however, this prohibition shall not affect payment by Covered Entity to Business Associate for services provided pursuant to the Primary Agreement(s). Business Associate shall not use PHI for research purposes without Covered Entity's written authorization.

- 3.4 Obligations of Covered Entity.** Covered Entity agrees to timely notify Business Associate, in writing, of any arrangements between Covered Entity and the Individual that is the subject of PHI that may impact the Use and/or Disclosure of that PHI by **Business Associate** under this BAA.

4. TERM AND TERMINATION.

- 4.1 Term.** This BAA shall be effective on the earliest effective date for any Underlying Contracts and shall remain in effect in until terminated pursuant to Section 4.2 below, or upon termination of all of the Underlying Contracts.

- 4.2 Termination.** Should Covered Entity become aware of a pattern of activity or practice that constitutes a material breach of a material term of this BAA by Business Associate, the Covered Entity shall provide Business Associate with written notice of such breach in sufficient detail to enable Business Associate to understand the specific nature of the breach. Covered Entity shall be entitled to terminate the Underlying Contract associated with such breach if, after Covered Entity provides the notice to Business Associate, Business Associate fails to cure the breach within a reasonable time period not less than thirty (30) days specified by Covered Entity in such notice; provided, however, that such time period specified by Covered Entity shall be based on the nature of the breach involved. [§§ 164.504(e)(1)(ii)(A), (B) & 164.314(a)(2)(i)(D)]

4.3 Effect of Termination.

- a.** except as provided in Section 4.3(b), upon termination of this BAA for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b.** in the event that Business Associate reasonably determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall notify Covered Entity in writing of the basis for its determination. If Covered Entity agrees that returning or destroying the Protected Health Information is infeasible, Business Associate shall extend the protections of this BAA to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate or its agent or subcontractor

maintains such Protected Health Information. If Covered Entity does not agree that returning or destroying the Protected Health Information is infeasible, then Business Associate shall either: (1) return or destroy all Protected Health Information in compliance with Section 3.3.a. of this Addendum; or (2) elect by notice to Covered entity that it elects to submit this issue for determination under the dispute resolution process identified in Section 5.9.

5. MISCELLANEOUS.

- 5.1 Interpretation.** The terms of this BAA shall prevail in the case of any conflict with the terms of any Underlying Contract to the extent necessary to allow Covered Entity to comply with the HIPAA Regulations and the HITECH Act and its implementing regulations. The bracketed citations to the HIPAA Regulations in several paragraphs of this BAA are for reference only and shall not be relevant in interpreting any provision of this BAA.
- 5.2 No Third Party Beneficiaries.** Nothing in this BAA shall confer upon any person other than the Parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.3 Amendment.** To the extent that any relevant provision of the HIPAA Regulations is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith (appropriate amendments) to this BAA to give effect to these revised obligations.
- 5.4 Survival.** The respective rights and obligations of Business Associate and Covered Entity under the provisions of Sections 4.3, 5.1, 5.4, 5.8 and 5.9; and Sections 3.1, 3.2 and 3.3 solely with respect to Protected Health Information the Business Associate retains in accordance with Section 4.3 because it is not feasible to return or destroy such Protected Health Information, shall survive termination of this BAA indefinitely.
- 5.5 Notices.** Any notices to be given hereunder to a party shall be made via U.S. Mail or express courier to such party's address given below, and/or (other than for the delivery of fees) via facsimile to the facsimile telephone numbers listed below.

If to Covered Entity:

Seattle Cancer Care Alliance

825 Eastlake Ave E

Seattle, WA

Attention: Privacy Officer

Fax: 206-288-2128

If to Business Associate:

CWU, 400 E. University Way

Ellensburg, WA 98926-7415

Attention: Connie Lambert

Fax: 509-963-1049

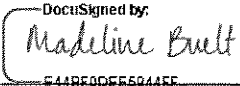
Each party named above may change its address for notice by the giving of notice thereof in the manner hereinabove provided.

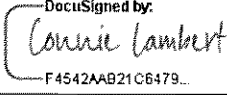
- 5.6 Counterparts; Facsimiles.** This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- 5.7 Severability.** If any provision of this BAA, or any other agreement document, or writing pursuant to or in connection with this BAA, is found to be wholly or partially invalid or unenforceable, the remainder of the agreement is unaffected.
- 5.8 Indemnification.** To the extent permitted by law, the parties agree to indemnify, defend and hold harmless each other and each other's respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "indemnified party"), against all actual and direct losses suffered by the indemnified party and all liability to third parties arising from or in connection with any breach of this BAA or from any negligence or wrongful acts or omissions, including failure to perform its obligations under this BAA, by the indemnifying party or its employees, directors, officers, subcontractors, agents or other members of its workforce. For purposes of the Section, "losses" and "liabilities" shall include any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any indemnified party by reason of any suit, claim, action, proceeding or demand by any third party arising from an alleged breach of this BAA. The parties' obligation to indemnify any indemnified party shall survive the expiration or termination of the BAA for any reason.
- 5.9 Disputes.** If any controversy, dispute or claim arises between the parties with respect to this BAA, the parties shall make good faith efforts to resolve such matters informally and in accordance with any dispute resolution process specified in the Primary Agreements.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf.

COVERED ENTITY

BUSINESS ASSOCIATE

By: 

By: 

Print Name: Madeline Buel

Print Name: Connie Lambert

Print Title: CNE, VP of Operation

Print Title: Dean, College of Ed & Prof Studies

Date: 5/31/2011

Date: 5/27/2011

STUDENT RELEASE FROM LIABILITY

As a condition of enrolling in the _____, where I will participate in clinical education at Seattle Cancer Care Alliance ("SCCA"), I, the undersigned agree, acknowledge, authorize, consent and release as follows:

- I. I have read, understand and agree to abide by the rules, policies and procedures of the Seattle Cancer Care Alliance, as now written and as may be from time to time amended or enacted, and agree to be bound by the terms thereof if I am accepted into the clinical education program.
- II. I, to the fullest extent permitted by law, release from any and all liability, and extend immunity to SCCA, its officers, directors, medical staff, employees, and authorized representatives (collectively the "Protected Parties") for any (a) acts, (b) omissions, (c) decisions, (d) recommendations or (e) disclosures of any information involving me made by a Protected Party when made as part of my participation in the clinical education program. The release from liability and grant of immunity provided by this section shall not be available when the student can show by clear evidence that the Protected Party's disclosure was knowingly false or deliberately misleading or the Protected Party's act, omission, decision or recommendation was made in bad faith and with malice.

Date _____

Applicant Signature _____

Print Name _____