

AFFILIATION AGREEMENT

This Agreement is made and entered into this 16th day of September, 2016, by and between Seattle Children's Hospital (Children's) and Central Washington University (School) to set forth the terms and conditions under which Children's and School will jointly undertake a program of clinical instruction (the Clinical Program) for students in Child Life (Students) to be offered at Children's. In consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, School and Children's agree as set forth below.

GENERAL PROVISIONS

1. Letter Agreements. School and Children's agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, School and Children's shall develop letter agreements to formalize operational details of the Clinical Program. These details may include, but are not limited to, the following:

1.1 Beginning dates and length of experience (to be mutually agreed upon at least one month before the beginning of the Clinical Program);

1.2 Number of Students eligible to participate in the Clinical Program;

1.3 Specified days, hours and locations for the Clinical Program;

1.4 Specific learning objectives and performance expectations for Students;

1.5 Specific allocation of responsibilities for the Faculty Liaison, Clinical Supervisor, and Preceptors, if any, as referenced in Section 14 of this Agreement, which shall include a written plan for Student supervision and orientation to Children's; and

1.6 Timeframes and format for Student program 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. In the event of a conflict between the terms of the letter agreements and this Agreement, the latter shall prevail.

2. Student Services. The parties acknowledge and agree that Students participating in the Clinical Program will have the status of learners, and Student services will not be utilized in lieu of those of professional or nonprofessional staff. As a part of the Clinical Program Students may provide patient care related services, and any such service rendered by Students is incidental to the educational purpose of the Clinical Program.

2.1 Student Status. Students assigned to Children's as part of the Clinical Program are and will remain students of School, and will in no sense be considered

employees of Children's. Children's 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 Children's.

3. Compensation. There will be no payment of charges or fees between School and Children's.

4. Nondiscrimination. The parties agree that they shall not discriminate in any of their programs or contracts against any person because of race, color, religion (creed), sex, gender identity or expression, sexual orientation, national origin (ancestry), disability, age, genetic information, marital status, citizenship, pregnancy or maternity, protected veteran status, or any other status protected by applicable national, federal, state, or local law

SCHOOL'S RESPONSIBILITIES

5. Academic Program Administration. School will be responsible for instruction and administration of the Students' academic experience. School shall have full authority to determine the requirements for each Student's matriculation and participation in the Clinical Program, and for decisions regarding grading, promotion, graduation, and the awarding of degrees.

6. Clinical Program Curriculum and Administration. School shall design and deliver the curriculum for the Clinical Program, including development of Student learning objectives, orientation plan, and identification of appropriate learning activities during placement at Children's. School shall also assure the quality of the Clinical Program and modify it as needed to reflect evaluative input received from Children's.

6.1 School Policies. School shall provide Children's a statement of its policies on illness and injury, time loss for special events, class attendance requirements, and any other policy applicable to Student performance during the Clinical Program.

6.2 Evaluation Tools. School will provide forms for the evaluation of Students or develop Student performance evaluation tools in conjunction with Children's.

7. Faculty Liaison. School will designate an appropriately qualified and credentialed faculty member to coordinate and act as the Faculty Liaison with Children's, who shall be responsible for the Students. School agrees to notify Children's in writing of any change of its Faculty Liaison. School's liaison will coordinate with the Clinical Supervisor and Preceptors, if any, at the beginning and end of the clinical education program to solicit Children's input regarding the Clinical Program.

8. Students. School will select and adequately prepare Students for participation in the Clinical Program at Children's and will notify Children's in writing of any change in a Student's status.

8.1 Academic Information. School will provide and maintain records and reports of Students as necessary to conduct the education of the Students and will provide Children's information pertaining to relevant education and training for all Students enrolled in the Clinical Program at least four (4) weeks before the commencement of the Clinical Program.

8.2 Additional Required Documentation. Prior to the arrival of Students, School shall provide certification that documentation exists as required by Children's Occupational Health/Infection Prevention policies and Criminal History Background Checks requirements set forth in Exhibit 1 to this Agreement.

8.3 Discipline. School agrees to discipline Students willfully violating Children's rules, policies, procedures, or standards of professional conduct.

8.4 Student Health Insurance. School will encourage each Student participating in the Clinical Program to acquire comprehensive health and accident insurance that will provide continuous coverage of the Student during his or her participation in the Clinical Program. School will inform Students that they are responsible for their own health needs, health care costs, and health insurance coverage.

9. Adherence to Children's Policies. School shall require that Students adhere to Children's rules, policies, procedures, standards of professional conduct, including without limitation those concerning confidentiality of patient health care information, and shall notify Students of their obligation to do so under the terms of this Agreement.

9.1 Identification. School shall require that Students wear appropriate attire and Children's identification tags.

10. Proprietary Information. School shall assure that the Faculty Liaison and Students treat information about Children's gained in the course of this affiliation as proprietary and do not disclose or use such information for any purpose without the express written permission of Children's.

11. Withdrawal and/or Removal of Students. School is responsible for withdrawal of a Student from the Clinical Program if Children's or School determines that the Student's performance is inadequate, including, but not limited to, instances of inappropriate behavior, malpractice or unethical conduct. Notwithstanding the foregoing, should a Student's performance at any time be determined by Children's to be unacceptable, Children's shall have the right to immediately correct the situation, which may include the removal of the Student from Children's facilities.

12. Insurance. 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 Children's that: (1) Children's will accept placement of only those students who are insured against liability for actions, errors or omissions specifically noting that it covers services occurring in Children's clinical settings, and students are required to provide Children' with proof of insurance prior to placement – if such coverage is through a source other than the School, such proof of insurance shall name Children's as an additional insured solely with respect to claims arising from the actions, errors or omissions of the student ; (2) The limits on the liability policy shall be, at minimum, \$1,000,000 per occurrence; (3) The coverage shall be written on an occurrence basis and maintained throughout the student's rotation (4) The insuring company must be admitted to do business in Washington State and have an A.M. Best rating of at least A-VII; and (5) Should proof of insurance not meet Children' approval and satisfaction, Children's can refuse to accept any student for placement.

CHILDREN'S' RESPONSIBILITES

13. Clinical Learning Experience. Children's will provide, within the limits of its facilities and staff and consistent with its goals, a clinical education experience for Students enrolled in the Clinical Program.

14. Preceptors and Supervisors. In accordance with the specific terms of the applicable letter agreement described in Section 1 above, Children's will designate in writing Preceptors, if any, to supervise the learning experiences of the Students, and will designate in writing one person to serve as the Supervisor, who will maintain contact with the Faculty Liaison to assure mutual participation in and review of the Clinical Program and Student progress. Children's will notify School in writing of any change or proposed change of the Preceptors or the Supervisor.

15. Evaluation and Reporting. Children's will submit required reports on each Student's performance and will provide an evaluation to School on forms provided by School. Children's will notify School of any significant situation or problem that may threaten the successful completion of the Clinical Program by the Student.

16. Resources. Children's will provide Students with access to sources of information necessary for the Clinical Program consistent with Children's policies and procedures and commensurate with patients' rights, including library resources and reference materials.

17. Supplies and Equipment. Children's will make available to Students basic supplies and equipment reasonably necessary to provide services as part of the Clinical Program.

18. Emergency Care. On any day when a Student is participating in the Clinical Program at its facilities, Children's will provide to such Student, within the limits of its facilities and staff, necessary emergency health care or first aid for events occurring in

its facilities until the Student can be transferred to another appropriate care setting. Such emergency care will be provided on a fee-for-service basis. Except as expressly set forth herein, Children's shall have no obligation to furnish medical care to any Student.

LIABILITY AND INDEMNIFICATION

19. Indemnification. Each party to this Agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents in the performance of this Agreement. Neither party will be considered the agent of the other and neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement. For purposes of liability, Students are not identified as agents of Children's. Students are also not identified as agents of the School.

TERM AND TERMINATION

20. Term. This Agreement is effective beginning October 1, 2016 and will continue thereafter from year to year until terminated in accordance with Section 21. This agreement will be reviewed no later than three years from its effective date, or earlier at the request of either party.

21. Termination. This Agreement may be terminated by either party upon one hundred twenty (120) days prior written notice. Students in good standing currently matriculated in a Clinical Program that is in progress at the time of termination may complete that rotation.

21.1 Immediate Termination as to Individual Students. Children's reserves the right to take immediate action to terminate the use of its facilities by any Student where it deems it necessary to maintain its operation free of disruption and to ensure quality for patient care.

MISCELLANEOUS PROVISIONS

22. 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.

23. 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.

24. 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.

25. Representatives. The parties designate an individual as their respective representative (each, a "Representative") to manage their respective performance under the terms of this Agreement. All notices, demands, requests, or other communications required to be given or sent by School or Children's, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or facsimile, addressed to the Representative as follows.

SCH Representative	School Representative
Name:Penny Lees	Name: Contracts Department
Address:4800 Sand Point Way NE MA.4.121 PO Box 5371 Seattle, WA 98145-5005	Address: 400 E. University Way Ellensburg, WA 98926-7480
Tel:916-206-3285	Tel: (509) 963-2324
Fax:	Fax: (509) 963-2871
Email:penny.lees@seattlechildrens.org	Email:

26. 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.

27. Survival. School and Children's expressly intend and agree that Section 19 of this Agreement will survive the termination of this Agreement for any reason.

28. 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.

29. 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 therefore 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.

30. Inspection. Children's will permit, on reasonable notice and request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of School.

31. Mutual Representations and Warranties. Each party represents and warrants that (i) it will comply with all applicable laws, rules, regulations and orders of any governmental authority in connection with its performance under this Agreement, and

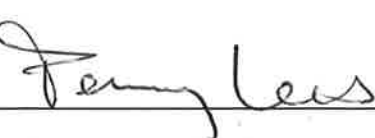
(ii) it has the necessary authority to enter into this Agreement and carry out its obligations hereunder.

CENTRAL WASHINGTON
UNIVERSITY
("School")

SEATTLE CHILDREN'S HOSPITAL
("Children's")

KH 9-23-16

By 

By 

Paul Ballard

Penny Lees 10/14/16

(Name)

(Name)

Dean, CEPS

Child Life Clinical Manager

(Title)

(Title)

EXHIBIT 1

Occupational Health/Infection Prevention & Criminal History Background Check Information Requirements for Students

The school will ensure that students meet the following Occupational Health immunization and health requirements and provide a criminal background check:

School agrees to ensure student meets the Occupational Health immunization and health requirements as provided by Seattle Children's and dated 1/26/2015. Certification of such will be provided to Seattle Children's on an Occupational Health Services Immunity & Health Requirements Certification form.

Criminal History Background Check information dated less than two (2) years prior to the commencement of the Student's Clinical Program in accordance with applicable state law.

Occupational Health Immunization and Health Screening Requirements

Revised 1/26/2015

All employees and medical staff at Seattle Children's and pediatric residents and fellows based at Children's are required to provide documentation that they have received the following vaccinations or screening(s) during their on-boarding, orientation or credentialing process.

Many non-employees only need to be able to produce such documentation upon request by Children's.

"Documentation" means primary source documentation (medical record) from a healthcare provider/facility that includes the date of the vaccination or screening.

Required Immunizations for Everyone

Measles (Rubeola): Documentation of two doses of live virus vaccine administered on or after the first birthday, with the second dose administered at least 1 month after the first dose, or laboratory evidence of past measles (rubeola) infection.

Mumps: Documentation of two doses of live virus vaccine administered on or after the first birthday, with the second dose administered at least 1 month after the first dose, or laboratory evidence of past mumps infection.

Rubella (German measles): Documentation of one dose of live virus vaccine administered on or after the first birthday, or laboratory evidence of past rubella infection.

Varicella (chicken pox): All new workforce personnel (after March 2014) require either laboratory evidence confirming past infection, or documentation of two doses of live virus vaccine administered on or after the first birthday with the second dose administered at least 1 month after the first dose.

Tetanus, Diphtheria and Pertussis (TDAP): Documentation of one dose of Tdap vaccine.

Required On-Boarding Immunizations and Health Screenings for New staff and Volunteers Identified to be at Increased Occupational Health Risk

Animal Use Medical Evaluation: All staff or volunteers who need clearance to work with or around animals need to complete a medical screening form that will be reviewed by an OHS nurse. OHS clearance must be provided prior to beginning work with animals or in areas considered part of the vivarium.

Hepatitis B: Staff or volunteers at risk for occupational exposure to blood, blood-contaminated body fluids, other body fluids, or contaminated sharps must get vaccinated or decline within 10 days of beginning work. Documentation of three doses of Hepatitis B vaccine (HBV) administered over six months AND laboratory evidence of adequate immunity is required.

If you work, study or volunteer at a Children's facility, but are not employed by Children's, you will only need to be able to produce such documentation upon request by Children's.

Medical Evaluation Questionnaire for Respirator Use (MEQRU): All staff or volunteers who may need to wear a respirator must be cleared by OHS prior to fit-testing or wearing any respirator, including the Continuous Air

Purifying Respirator or CAPR and/or Powered Air Purifying Respirator or PAPR. Staff must complete a MEQRU form. Clearance is granted only by OHS. See the [Respiratory Protection](#) site for more information on respirators and fit-testing.

Meningococcal: Staff at risk for occupational exposure to *Neisseria meningitidis* in the microbiology laboratory setting are required to demonstrate immunity by providing documentation of one dose of meningococcal vaccine (Note: if over the age of 55 for the first dose of vaccine, booster vaccination may be required after five years).

Tetanus/Diphtheria (Td): Staff at risk for occupational exposure to tetanus through their regular work must stay current with their tetanus and diphtheria vaccination. If the worker has not received Tdap vaccination as an adult, Tdap is the recommended vaccination for tetanus immunization. However, if the worker has received Tdap vaccination within the past 10 years, they need to provide documentation of current Td vaccination.

Tuberculosis (TB) screening requirements: Initial and annual screening requirements apply to all employees, and volunteers located at the main hospital and at clinical locations (e.g. Bellevue, Home Care, etc.) Annual TB screening for anyone with direct patient contact at the main campus.

OHS must receive documentation from employees, medical staff and pediatric residents and fellows based at Seattle Children's during their on-boarding, credentialing or orientation process. If you work, study or volunteer at a Children's facility, but are not employed by Children's, you will only need to be able to produce such documentation upon request by Children's.

Other Occupational Health Requirements

Job or work-site specific requirements: OHS will inform the individual staff member or volunteer if additional requirements are needed and how to achieve compliance.

Additional requirements for other hospitals where staff or volunteers work on behalf of Seattle Children's: Other hospitals may require additional items or different means of documentation. If your Children's job requires you to meet other hospital's requirements, OHS can advise you.

Influenza (flu): All Seattle Children's employees must receive an annual vaccination with inactivated influenza vaccine or live attenuated influenza vaccine, or complete the declination process. The medical staff who are at the main hospital campus 12 or more days per year for work as determined by their medical staff leadership and the pediatric residents and fellows based at Seattle Children's must also meet annual flu documentation requirements.

Vaccination will be offered for free to all individuals at Children's locations who have an active ID badge.