

AFFILIATION AGREEMENT

This Agreement is made and entered into between ("School") Central Washington University, located in Ellensburg, Washington, and **Swedish/Edmonds** ("Training Site") located at Edmonds, Washington. The purpose of this Agreement is for Training Site, which is committed to training health care professionals, to provide desirable clinical learning experiences and facilities for School's students who are enrolled in its allied health programs (the "education program") List the school programs the affiliation agreement covers: EMT/Paramedic, Dietetic, Psychology, Exercise Science, Pre-nursing, Public Health Education and Administrative Management. In consideration of the mutual covenants and agreements contained herein, School and Training Site agree as follows:

GENERAL PROVISIONS

1. School and Training Site agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, School may develop letter agreements with Training Site to formalize operational details of the clinical education program. These details include, but are not limited to, the following:
 - Beginning dates and length of experience (to be mutually agreed upon at least one month before the beginning of the clinical education program);
 - Number of students eligible to participate in the clinical education program;
 - Specific days, hours and locations for the clinical education program;
 - Specific learning objectives and performance expectations for students;
 - Specific allocation of responsibilities for the faculty Liaison, clinical education Supervisor, and Preceptors, if any, identified elsewhere in this Agreement;
 - Deadlines and format for student progress reports and evaluation forms.
2. Any such letter agreements will be considered to be attachments to this Agreement, will be binding when signed by authorized representatives of each party, and may be modified by subsequent letter agreements signed by authorized representatives of each party.
3. School and Training Site will jointly plan the clinical education program and jointly evaluate students. Exchange of information will be maintained by on-site visits when practical, by letter or telephone in other instances and/or by clinical instructor talking with staff during student's clinical rotation.
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 procedure of School and Training Site.
5. There will be no payment of charges or fees between School and Training Site.

6. There will be no discrimination against any program participant or applicant covered under this Agreement because of race, color, religion, national origin, age, handicap, status as disabled veteran, sex, or sexual orientation, nor will School or Training Site engage in such discrimination in their employment or personnel policies.

SCHOOL'S RESPONSIBILITIES

7. School will provide information to Training Site concerning its curriculum and the professional and academic credentials of its faculty for the students at Training Site. School faculty members supervising students will be licensed to practice where so required in the State of Washington. School will designate an appropriately qualified and credentialed faculty member to coordinate and act as the Liaison with Training Site. School will be responsible for instruction and administration of the students' academic education program. School will notify Training Site in writing of any change or proposed change of its Liaison. School will have the final responsibility for grading students.

8. School's faculty will meet with the Training Site clinical education Supervisor(s) and Preceptor(s), if any, at the beginning and end of the clinical education program to discuss and evaluate the clinical education program. These meetings will take place in person if practicable, otherwise by telephone conference. School is responsible for arranging and planning the meetings.

9. School will provide the names and information pertaining to relevant education and training for all students enrolled in the clinical education program at least 2 weeks before the beginning date of the clinical education program. School is responsible for supplying any additional information required by Training Site as set forth in this Agreement, prior to the arrival of students. School will notify Training Site in writing of any change or proposed change in a student's status.

10. School will obtain evidence of current immunizations against diphtheria, tetanus, poliomyelitis, measles (rubeola), mumps, rubella (or a positive rubella titer), and of hepatitis B immunization status for those students who will be in contact with patients/clients as follows:

- **TB Skin testing:**
 - a. Documentation of a two-step TB skin test is required and an Annual TB skin Test thereafter.
 - b. If you have ever had a positive TB test you need to show documentation of the test and a recent chest x-ray (within 1 year). Please talk to the Employee Health Service about this.
- **Hepatitis B Vaccine (HBV)** (OSHA requirement)

- a. All healthcare workers who come in contact with blood and body fluids must be offered HBV.
 - b. If you have already had the vaccine series, please send us documentation.
 - c. A HBSAB titer is also acceptable.
 - d. If you do not want the vaccine, please sign a declination.
- **MMR (Measles, Mumps, and Rubella) (Washington State Law)**
 - a. Healthcare workers must show proof of 2 MMR vaccinations. **Or**
 - b. Healthcare workers may provide a titer for rubeola, rubella, and mumps to verify immunity.
 - **Varicella**
 - a. Verbal history of varicella is accepted.
 - **Other Vaccines Recommended**
 - a. Td (Tetanus/Diphtheria) should be given every 10 years
 - b. Flu vaccine recommended annually.

School will provide all immunization/vaccines/TB information to Training Site regarding student status concerning the above requirements prior to the arrival of students. Stevens has the right to request records review at any time for compliance verification.

11. School will assign to Training Site only those students and facility 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. School will provide information to Training Site regarding students and facility status with respect to current RN licensure as applicable.

12. School agrees to request from the student a "Child and Adult Abuse Law" criminal background check (hereinafter "CAAL Check") pursuant to RCW 43.43.830-.842. School agrees to provide Training Site with a copy of the CAAL check results provided by the Washington State Patrol pertaining to each student considered for placement at Training Site. School acknowledges that placement of each student considered for placement at the Training Site. School acknowledges that placement of each student at the Training Site is contingent upon provision of CAAL check information dated less than two years prior to the commencement of the clinical education placement. Training Site acknowledges that School is not responsible for the accuracy of the information provided through this CAAL check and that School's provision of this CAAL check information does not relieve Training Site on any of its legal obligations related to these background checks. Training Site understands and agrees that any information forwarded to it by School has been procured through this process. 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 Training Site.

13. School will comply with and ensure to the extent possible that students comply with the policies and procedure established by Training Site. School will notify each student of his or her status and responsibilities pursuant to this Agreement.

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

TRAINING SITE'S RESPONSIBILITIES

15. Training Site will provide students with a desirable clinical education experience within the scope of health care services provided by Training Site. Training Site will designate in writing Preceptors, in any, to be responsible for the clinical education program, and will designate in writing one person as the clinical education Supervisor, who will maintain contact with the School-designated Liaison to assure mutual participation in and review of the clinical education program and student progress. Training Site will submit in writing to School the professional and academic credentials for the Preceptors and clinical education Supervisor. Training Site will notify School in writing of any change or proposed change of the Preceptors or clinical education Supervisor.

16. Training site will provide students with access to sources of information necessary for the education program, within Training Site's policies and procedure and commensurate with the patients' rights, including library resources and reference materials.

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

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

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

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

21. On any day when a student is participating in the clinical education program at its facilities, Training Site will provide to such student necessary emergency health care or first aid for accidents occurring in its facilities. The student will be responsible for the costs of all care.

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

STUDENTS' STATUS AND RESPONSIBILITIES

23. Students will have the status of learners and will not replace Training Site personnel. Any service rendered by students is incidental to the educational purpose of the clinical education program.

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

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

26. Students assigned to Training Site will be and will remain students of School, and will in no sense be considered employees of the Training Site. Training Site does not and will not assume any liability under any law relating to Worker's compensation on account of any School student's performing, receiving training, or traveling pursuant to this Agreement. Students will not be entitled to any monetary or other remuneration for services performed by them at Training Site, nor will Training Site otherwise have any monetary obligation to School or its students by virtue of this Agreement.

LIABILITY COVERAGE PROVISIONS

27. Each party to this agreement will be responsible for the negligent acts or omissions of its own employee, officers, 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, other than students as provided in this section and sections 28 and 29.

28. School is covered by the State of Washington Self-Insurance Liability 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. University will make liability insurance available for purchase by its students. The limits on the liability policy shall be at a minimum of \$1,000,000.00 per occurrence. School will provide those students who purchase insurance through it with proof of insurance. Students may also acquire liability insurance through another source. School shall inform all students who it plans to place at Training Site that: Training Site will accept placement of only those students who are insured against liability for actions or inactions occurring in the clinical setting, and students required to provide Training Site with proof of insurance prior to placement. In addition, the limits on the liability policy shall be, at minimum, \$1,000,000.00 per occurrence, and should proof of insurance not meet Training Site approval and satisfaction, Training Site can refuse to accept any student for placement

29. Training Site will defend, indemnify and hold School harmless from any loss, claim or damage arising from the negligent acts and omissions of its employees, officers, agents, and students, including the negligent supervision of students, and will maintain professional liability coverage with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate (or an equivalent program of self-insurance).

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

TERM

31. This Agreement is effective beginning April, 10, 2011 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.

32. This agreement may be canceled by written notice one year prior to termination; however, such termination shall not become effective for the students then enrolled in the clinical education program if such termination prevents completion of their requirements for completion of the clinical education program.

PROVISIONS REGARDING BLOOD-BORNE PATHOGENS

33. School certifies that it has trained each student it sends to Training Site in universal precautions and transmission of blood-borne pathogens and that it will send to Training Site only students who have been trained in and have practiced using universal precautions. School has provided the opportunity to receive Hepatitis B (HBV) vaccine to all clinical

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

34. 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 or designee as soon as possible after the injury for determination for:

- 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.

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

MISCELLANEOUS PROVISIONS

36. 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.

37. 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.

38. 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:

- a. This Agreement;
- b. Attachments to this Agreement in reverse chronological order.

39. Governing Law. The parties' rights or obligations under this Agreement will be construed in accordance with, and any claim or disputed relating thereto will be governed by, the laws of the State of Washington.

40. 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:
(Director Name, Title, school name, mailing address telephone and e-mail)

(Clinical Facility coming to Swedish/Edmonds, Title, school name, mailing address telephone and e-mail)

(b) To Training Site:

Nancy Wood RN, MA
Chief Nurse Executive
Swedish/Edmonds
21601 – 76th Avenue West
Edmonds, Washington 98026
Tel: 425-640-4170

Brenda Neuman RN, BS
Clinical Educator
Swedish/Edmonds
21601 – 76th Avenue West
Edmonds, Washington 98026
Tel: 425-640-4361

41. 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.

42. 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.

43. 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.

44. Waiver: Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, will thereafter be construed as a waiver of any subsequent breach or

default of a similar nature, or as a waiver of any of such provisions, rights, or privileges hereunder.

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

46. HIPAA: School shall direct its trainees 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. Solely for the purpose of defining the trainees' role in relation to the use and disclosure of Training Site's protected health information, the trainees 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 trainees are not and shall not be considered to be employees of the Training Site.

TS/5/9/11

Central Washington University

Swedish/Edmonds (Training Site)

By: Connie Lambert

by: Nancy Wood

Connie Lambert, Dean
College of Education and Professional Studies

Nancy Wood RN, MA
Chief Nurse Executive

Date 5-11-11

Date: 5/11/11