

CENTRAL WASHINGTON UNIVERSITY

FIELD SITE AFFILIATION AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into on this 25th day of July, 2012, by and between Central Washington University and Tacoma-Pierce County Health Department ("Field Site").

RECITALS

WHEREAS, Central Washington University offers a program in Public Health ("Program") and seeks to partner with field sites for educational field experiences for the students enrolled in such program (the "Students"); and

WHEREAS, field experiences shall include the Field Site's student education program conducted at the Field Site ("Field Experience Program")

WHEREAS, the Field Site is willing to make available its educational and professional resources to such Students; and

WHEREAS, Central Washington University and the Field Site mutually desire to contribute to the education and professional growth of Central Washington University Students.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth it is understood and agreed upon by the parties hereto, as follows:

I. TERM AND TERMINATION

This Agreement shall commence on 4/25/12 and shall continue for a period of three (3) years (the "Initial Term"). Upon expiration of the Initial Term of this Agreement, this Agreement and the Term shall renew for successive three (3)-year period (each a "Renewal Term"). Notwithstanding the foregoing, either party may terminate this Agreement for any reason or no reason, upon thirty (30) calendar days' prior written notice to the other party. In the event of termination before any participating Student(s) has completed the then-current term, such Student(s) shall be permitted to complete the then-current term subject to the applicable terms of this Agreement, which shall survive until the date of such completion.

II. CENTRAL WASHINGTON UNIVERSITY RESPONSIBILITIES

A. Central Washington University shall be responsible for the assignment of Students to the Field Site.

B. Central Washington University shall provide an Advisor or Field Education Coordinator who will act as a liaison between Central Washington University and the Field Site. The Advisor or Field Education Coordinator will be responsible for maintaining communication with the Field Site including, but not limited to:

CENTRAL WASHINGTON UNIVERSITY

(1) Confirming any contact information for Students to the Field Site Program Coordinator, as defined below, prior to the Student assignment; and

(2) Supplying the Field Site with information regarding the Student's current level of academic preparation as may be required by the Field Site.

C. Central Washington University shall provide the Field Site with information regarding the particular requirements relating to Field Experience Programs including required hours and supervision requirements.

D. Central Washington University maintains general and professional liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. Central Washington University shall provide the Field Site with proof of coverage upon request.

III. FIELD SITE RESPONSIBILITIES

A. The Field Site shall assign a staff member to serve as the coordinator for the Field Experience Program at the Field Site. (the "Field Site Program Coordinator"). The Field Site Program Coordinator shall be responsible for:

(1) Planning and coordinating the education arrangements between the Field Site, the Student and Central Washington University;

(2) Serving as a liaison between the Field Site and Central Washington University; and

(3) Developing and administering an orientation program for Students which will familiarize the Students with the Field Site and all applicable policies and procedures.

B. The Field Site shall assign a qualified staff member having the appropriate and required credentials to serve as the preceptor (the "Preceptor") for each Student. The Field Site shall provide planned and regularly scheduled opportunities for educational supervision and consultation by the Preceptor. The Program requires supervision specifically by the Preceptor and may not be delegated.

C. The Field Site shall provide learning experiences for the Students that are planned, organized and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines.

D. The Field Site shall provide background check on Student.

CENTRAL WASHINGTON UNIVERSITY

E. Field Site shall provide Student with an orientation familiarizing student with all applicable State and Federal laws and regulations that pertain to practice at the Field Site, including those pertaining to Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which govern the use and/or disclosure of individually identifiable health information.

F. Field Site shall assure that the Student practices within the guidelines of any applicable professional ethics codes. Field Site shall provide resources to Student for exploring and resolving any ethical conflicts that may arise during field training.

G. Field Site shall complete, with the Student, all written evaluations of the Student's performance according to the timeline established by Central Washington University. Evaluations will be submitted to the Field Education Coordinator or Advisor in the required form.

H. The Field Site reserves the right to dismiss at any time any Student whose health condition, conduct or performance is a detriment to the Student's ability to successfully complete the Field Experience Program at the Field Site or jeopardizes the health, safety or well-being of any patients, clients or employees of the Field Site. The Field Site Program Coordinator shall promptly notify the Field Education Coordinator or Advisor of any problem or difficulty arising with a Student and a discussion shall be held either by telephone or in person to determine the appropriate course of action. The Field Site will, however, have final responsibility and authority to dismiss any Student from the Field Experience Program.

I. The Field Site shall ensure adequate workspace for the student to perform planned professional roles and activities, including a suitable desk, phone, etc. Field Site shall permit the use of instructional resources such as the library, procedure manuals, and client records as required by the Field Experience Program.

J. The Field Site maintains general and professional liability insurance (or comparable coverage under a program of self-insurance) with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. The Field Site shall provide Central Washington University with proof of coverage upon request.

IV. STUDENT RESPONSIBILITIES

A. The Students shall provide their own transportation to and from the Field Site as well as any meals or lodging required during the clinical experience.

B. The Students shall agree to abide by the rules, regulations, policies and procedures of the Field Site as provided to Students by the Field Site during their orientation at the Field Site.

CENTRAL WASHINGTON UNIVERSITY

C. The Students shall agree to comply with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which govern the use and/or disclosure of individually identifiable health information.

D. Student shall arrange for and provide to Field Site any required information including, but not limited to, verification of certification and/or licensure, insurance information and information relating to participation in federally funded insurance programs.

E. Students shall be responsible for providing for their own medical care needs.

V. MUTUAL RESPONSIBILITIES

A. FERPA. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the parties acknowledge and agree that the Field Site has an educational interest in the educational records of the Students participating in the Program and to the extent that access to Student's records are required by the Field Site in order to carry out the Field Experience Program.

B. HIPAA. The parties agree that:

(1) The Field Site is a covered entity for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any regulations and official guidance promulgated thereunder (collectively, "HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH") (together referred to as the "HIPAA Privacy Regulations");

(2) to the extent that Students are participating in the Field Experience Program:

(a) Students shall be considered part of the Field Site's workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not be construed to be employees of the Field Site.

(b) Students shall receive training by the Field Site on, and subject to compliance with, all of Field Site's privacy policies adopted pursuant to the Regulations; and

(c) Students shall not disclose any Protected Health Information, as that term is defined by 45 CFR §164.105, to which a Student has access through Program participation that has not first been de-identified as provided in 45 CFR §164.514(a);

(3) Central Washington University will never access or request to access any Protected Health Information held or collected by or on behalf of the Field Site that has not first been de-identified as provided in 45 CFR §164.514(a); and

CENTRAL WASHINGTON UNIVERSITY

(4) No services are being provided to the Field Site by Central Washington University pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 45 CFR §160.103.

C. The Field Site and Central Washington University will promote a coordinated effort by evaluating the Program, planning for its continuous improvement, making such changes as are deemed advisable and discussing problems as they arise concerning this affiliation.

D. The Field Site and Central Washington University agree that the Students participating in the Field Experience Program are at all times acting as independent contractors and no Student in the Field Experience Program will be deemed to be an employee of the Field Site while participating in the Field Experience.

E. The Field Site and Central Washington University agree that Students will have equal access to their respective programs and facilities without regard for race, color, sex, age, religion or creed, marital status, disability, national or ethnic origin, socioeconomic status, veteran status, sexual orientation or other legally protected status.

F. The terms and conditions of this Agreement may be amended by written instrument executed by both parties.

G. This Agreement is nonexclusive. The Field Site and Central Washington University reserve the right to enter into similar agreements with other institutions.

H. This Agreement shall be governed by the laws of Washington State.

I. This Agreement shall supersede any and all prior agreements between the parties regarding the subject matter hereof.

J. Any notice required hereunder shall be sent by certified or registered mail, return receipt requested and shall be deemed given upon deposit thereof in the U.S. mail (postage prepaid).

To the extent permitted by law, ^(m)
K. Each party agrees to indemnify and hold harmless the other from all loss or liability resulting from the acts or omissions of the respective party and/or its employees or agents arising out of the performance or the terms and conditions of this Agreement.

L. This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings, oral or written, of any nature whatsoever, between the parties with respect to the subject matter hereof.

TR 7/25/02

CENTRAL WASHINGTON UNIVERSITY

All notices or official communications which may be required under this agreement shall be given as follows:

Notice to the Contracting Institution:

Toni Burvee, Program Manager
Central Washington University
400 E University Way
Ellensburg, WA 9926-7474
Phone (509) 963-2335

Notice to the Field Site:

Barbara Vane, Human Resources Manager
Tacoma-Pierce County Health Department
3629 South D Street
Tacoma, WA 98418
Phone (253)798-6467

This agreement may be amended by mutual agreement in writing by the officials executing this agreement or their successors, and appended herewith.

This agreement shall become effective 6/25/12 and shall continue for three years, provided that either party may terminate the agreement so long as notice in writing is given to the other party thirty (30) days in advance of the proposed date.

I agree to adhere to the information provided in this Agreement.

Field Site Authorized Administrator

Printed Name: Anthony L-T Chen, MD, MPH

Signature Name: 

Position held at the Field Site: Director of Health

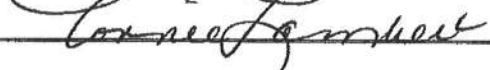
Field Site Administrator e-mail address: achen@tpchd.org

Field Site Administrator phone number: 253-798-6414

Today's Date: 7/18/12

Central Washington University

Printed Name: Connie Lambert

Signature Name: 

Position held: Dean, College of Education & Professional Studies

Today's Date: 7/25/12

7/25/12