

AFFILIATION AGREEMENT

This Agreement is made and entered into between **Central Washington University** ("School") located in Ellensburg, Washington and the **University of Washington Medical Center**, 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 allied health and interdisciplinary studies (the "education program"). 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 and by letter or telephone in other instances.

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.

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 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.

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 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, 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. Prior to the start of the education program, School will obtain and submit to Training Site documentation of the following required immunizations and testing for students and clinical faculty:

- Measles: TWO vaccines or a positive antibody titer. The doses must have been received after 12 months of age and at least one month apart. They must be given after 1/1/68 and not given with immune globulin. Persons born before 1/1/57 must have proof of one dose or a positive antibody titer.
- Tuberculosis Screening: In addition to a current PPD skin test within 2 months of the start of the education program, another PPD is required within the last year; otherwise a 2-step PPD must be done. History of BCG is not a contraindication to PPD testing. If student has had a positive TB skin test in the past, School must submit records specifying the test, chest X-ray report and details of prescribed medication. An annual "symptom review" is required for students with a history of positive skin test
- Mumps: One immunization, a positive antibody titer, or documented history of the disease.
- Rubella: Proof of one immunization or a positive antibody titer. History of the disease is not acceptable.
- Hepatitis B: Immunization is required for all students who have contact with patients or with human blood, tissue and/or body fluids.

- Tetanus-Diphtheria: a basic childhood series and a booster within the last ten years.
- Varicella (Chicken Pox): History of the disease is acceptable. Otherwise, a positive antibody titer or proof of two doses of vaccine, at least one month apart.

11. 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.

12. School agrees to request a background check which includes national criminal information and a “Child and Adult Abuse Law” criminal background check pursuant to RCW 43.43.830-.842. 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.

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.

13. School will comply with and ensure to the extent possible that students comply with the policies and procedures 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, 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.

16. 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.

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 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 employees, officers, trainees, 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.

28. School is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). School will defend, indemnify and hold Training Site harmless from any loss, claim or damage arising from the negligent acts and omissions of School employees, officers, and agents, including negligence connected with performing its obligations under this Agreement. Claims against School and School's employees, officers, and agents in the performance of their duties and this Agreement will be paid from the tort claims liability account as provided in Chapter 4.92 RCW. School will maintain professional liability coverage for its students (or ensure and maintain proof of professional liability coverage for its students) with limits of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate (or an equivalent program of self-insurance) covering activities under this agreement.

29. 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.

30. Both 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 **September 1, 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. 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 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.

MISCELLANEOUS PROVISIONS

35. 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.

36. 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.

37. 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.

38. 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.

39. 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:
Toni Burvee
400 E University Way
Ellensburg, WA 98926
509-963-2335
burveet@cwu.edu

- (b) To Training Site:
Jaydee Ocon, Program Coordinator
Nursing Staff Development
University of Washington Medical Center
Box 359420
Seattle, WA 98195
jocon@uw.edu

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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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 trainees 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 trainees are not and shall not be considered to be employees, volunteers, or agents of the Training Site virtue of this provision.

**UNIVERSITY OF WASHINGTON
MEDICAL CENTER**
("Training Site")

By Lorie Wild
Lorie Wild
Chief Nursing Officer
UWMC

Date 11/4/11

TB 10/28/11

By Stephen Zieniewicz
Stephen Zieniewicz
Executive Director
UWMC

Date 11/08/11

Approved as to form

By Jane Yung
Jane Yung
Assistant Attorney General
Attorney for "Training Site"

Date 11/2/11

CENTRAL WASHINGTON UNIVERSITY
("School")

By Connie Lambert
Connie Lambert
Dean, College of Education and Professional
Studies
Central Washington University

Date 10-25-11

By _____ Date _____

(Name)

(Title)

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

By _____ Date _____

(Name)

(Title)

Attorney for "School"