

**EDUCATIONAL AFFILIATION AGREEMENT**

This Agreement is made and effective as of the 1<sup>st</sup> day of March, 2008, between **Public Hospital District No. 1 of King County, a non-profit Washington municipal corporation, d/b/a Valley Medical Center (“VMC”)**, located at Renton, Washington, and **Central Washington University (“School”)**, located at 400 E. University Way, Ellensburg, WA 98926-7474. The purpose of this Agreement is for VMC and School to achieve their mutual goal of providing educational opportunities in the clinical setting to students interested in health care and related fields. In consideration of the mutual covenants and agreements set forth below, VMC and School agree as follows:

**GENERAL PROVISIONS**

1. VMC and School agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, they will work together to formalize operational details of the clinical education program. These details include, but are not limited to, the following:

- Beginning dates and length of experiences (to be mutually agreed upon at least four weeks before the beginning of each experience);
- Number and type of students eligible to participate in each experience;
- Specific days, hours and locations for each experience;
- Specific learning objectives and performance expectations for students;
- Specific allocation of responsibilities for School’s faculty liaison and VMC’s clinical education liaison referenced elsewhere in this Agreement;
- Deadlines and format for student progress reports and evaluation forms.

Operational details will be confirmed by letter agreement signed by authorized representatives of each party, which will be attached to this Agreement. Details contained in such letter agreements may be modified by subsequent letter agreements signed by authorized representatives of each party. Exchange of information will be maintained by on-site visits when practical and by letter or telephone in other instances.

2. VMC and School will instruct their respective staff, faculty, and students participating in the clinical education program, to maintain confidentiality of patient and student information as required by law and by the policies and procedures of VMC and School.

3. There will be no payment of charges or fees between VMC and School.

4. VMC and School are not partners, joint venturers, or each other’s agents in any respect.

5. Neither VMC’s nor School’s employees will be considered each other’s employees or agents. Neither VMC nor School assumes any liability under any law relating to Worker’s Compensation on account of each other’s employees performing or traveling pursuant to this Agreement.

6. There will be no discrimination against any program participant 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. VMC and School both affirm that they do not engage in such discrimination in their respective institutions.

### **SCHOOL'S RESPONSIBILITIES**

7. School will provide information to VMC concerning its curriculum, and the professional and academic credentials of its faculty who will be involved in student clinical experiences under this Agreement. School will designate an appropriately qualified and credentialed faculty member to coordinate and act as the liaison with VMC. The faculty liaison will directly supervise students on-site at VMC if at all possible. School will be responsible for instruction, and administration of the students' academic educational programs. School will notify VMC in writing of any change or proposed change of its liaison. School will have the final responsibility for evaluating and grading students.

8. School's faculty will meet with the VMC clinical education liaison at the beginning and end of the clinical experiences 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 a clinical experience at least two weeks before the beginning date of the experience. School is responsible for supplying any additional information required by VMC as set forth in this Agreement, prior to the arrival of students. School will notify VMC in writing of any change or proposed change in a student's status.

10. School will obtain evidence of current immunizations against diphtheria, tetanus, measles, mumps, rubella (or a positive rubella titer), and of hepatitis B immunization status for those students who will be in contact with patients/clients. For each student born after 1956, School will maintain on file records of positive titer or of post-1967 immunization for rubella and rubeola. At the time of immunization, students with no history of exposure to chicken pox will be advised to get an immunization titer. School will require PPD testing every twelve months, or follow-up as recommended if the students are PPD-positive or have had BCG. School will provide information to VMC regarding student status concerning the above requirements.

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

12. School will assign to VMC only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum and who have current CPR certification. School will provide information to VMC regarding student status with respect to current licensure.

13. School will comply with, and ensure to the extent possible that students comply with, the policies and procedures established by VMC. School will notify each student of his/her status and responsibilities under 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 such student during his or her participation in the education program. School will inform students that they are responsible for their own health care costs, health insurance coverage, and their own health needs.

### **VMC'S RESPONSIBILITIES**

15. VMC will provide students with a desirable clinical education experience within the scope of health care services provided by VMC. VMC will designate in writing one person as the VMC clinical education liaison, who will maintain contact with the School-designated liaison to assure mutual participation in and review of the clinical education program and student progress. VMC will submit in writing to School upon request the professional and academic credentials for the VMC clinical education liaison. VMC will notify School in writing of any change of the VMC clinical education liaison.

16. VMC will provide students with access to sources of information necessary for the students' clinical education within VMC's policies and procedures and commensurate with patients' rights, including applicable state and federal law.

17. VMC's clinical education supervisor will provide information about his/her knowledge of students' performance as requested by School.

18. VMC retains full responsibility for the care of patients/clients, and will not rely on the students' clinical training activities for staffing purposes. Affiliation under this Agreement must not detract from VMC's medical mission, or the education and training needs of VMC's employees and medical staff.

19. VMC will have the right to take immediate temporary action to correct a situation where a student's actions endanger or reasonably may endanger patient care, or disrupt the efficient operation of the facility. As soon as possible thereafter, VMC's clinical education liaison 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 VMC provides for School. VMC, however, reserves the exclusive and ultimate right to permanently terminate the use of its facilities by a particular student.

20. Except as provided elsewhere in this Agreement, or as otherwise provided by applicable law, VMC will have no obligation to furnish medical or surgical care to any student. Students will be financially responsible for the cost of health care or first aid that becomes necessary while students are on-site.

## **STUDENTS' STATUS AND RESPONSIBILITIES**

21. Students will have the status of learners and will not replace VMC staff. Any service rendered by students is incidental to the educational purpose of the clinical education program.
22. Students are required to adhere to the standards, policies, and regulations of VMC during their clinical education program.
23. Students will wear appropriate attire and name tags, clearly identifying them as School's students, and will conform to the standards and practices established by School during their clinical education program at VMC.
24. Students assigned to patient care areas will complete certification in point of care testing via all applicable VMC educational modules pertaining to the assigned unit(s).
25. School agrees to obtain consent from the student's parent/guardian for any students under eighteen (18) years of age, as well as agreement from the parent/guardian that the student will abide by the terms of this Agreement.
26. Students assigned to VMC will be and will remain students of School, and will in no sense be considered employees or agents of VMC. VMC assumes no 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 VMC, nor will VMC otherwise have any monetary obligation to School or its students by virtue of this Agreement.

## **LIABILITY COVERAGE AND INDEMNIFICATION**

27. 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.
28. School is covered by the State of Washington Self-Insurance Programs 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 minimum, \$1,000,000 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 VMC that: VMC will accept placement of only those students who are insured against liability for actions or inactions occurring in the clinic setting, and students are required to provide VMC with proof of insurance prior to placement. In addition, the limits on the liability policy shall be, at minimum, \$1,000,000 per occurrence, and should proof of insurance not meet VMC approval and satisfaction, VMC can refuse to accept any student for placement.

29. VMC Site shall maintain professional liability insurance coverage for the entire term of this agreement. Through that coverage, VMC provides liability coverage for its employees, officers, and agents in the performance of this Agreement, and further provides the means for defense and payment of claims that may arise against such individuals.

### **TERM**

30. This Agreement is effective beginning March 1, 2008, and will continue thereafter for three (3) years. VMC and School will jointly plan student placement in advance of each academic term, taking into account the needs of the School for clinical placement, maximum number of students for whom VMC can provide a desirable clinical education experience, and the needs of other disciplines or schools requesting clinical placements.

31. This Agreement may be canceled without cause at any time, by either party. VMC may cancel on ninety (90) days' written notice; School may cancel on thirty (30) days' written notice. Termination by VMC would not become effective for students presently enrolled in the clinical education program if the termination would prevent the completion of requirements necessary for the students' clinical education program.

### **PROVISIONS REGARDING BLOOD-BORNE PATHOGENS**

32. School certifies that it has trained each student it sends to VMC in universal precautions and transmission of blood-borne pathogens, and that it will send to VMC only students who have been trained in using universal precautions. School has provided all participating students with the opportunity to receive the Hepatitis B (HBV) vaccine before assignment to VMC. VMC will provide personal protection equipment that is appropriate for the tasks assigned to School's students.

33. In the event a student sustains a needle-stick injury or other substantial exposure to bodily fluids, or to other potentially infectious material while participating in the clinical education program at VMC, students will be seen by VMC's employee health service and/or emergency department as soon as possible after the exposure. Students will be financially responsible for the cost of this health care. The source patient's HBV, HCV and HIV status will be determined by VMC to the extent possible, and consistent with VMC's usual procedures. VMC does not accept liability for any illness or injury subsequent to such exposure, except as provided by the indemnification provisions of this Agreement.

### **MISCELLANEOUS PROVISIONS**

34. Provision for HIPAA Protection. School will direct its students to comply with the policies and procedures of VMC, 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 students' role in relation to the use and disclosure of VMC's protected health information, students are defined as members of VMC's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this agreement.

The students, however, are not and will not be considered to be employees or volunteers of VMC, nor are the students agents of VMC by virtue of this provision.

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 written Amendment incorporating the remaining terms of this Agreement, which is executed by the parties and attached to this Agreement. The provisions in this Agreement may not be modified by any other attachment.

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. Fully executed amendments to this Agreement;
2. This Agreement;
3. Other 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 VMC or School, 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 VMC: Senior Vice President - Patient Care Services  
Valley Medical Center  
400 S. 43<sup>rd</sup> St.  
PO Box 50010  
Renton, WA 98058-5010  
Fax: (425) 656-4202

(b) To School: Director  
Office of Business Services & Contracts  
Central Washington University  
400 E. University Avenue  
Ellensburg, WA 98926-7474  
Fax: (509) 963-1623

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.

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

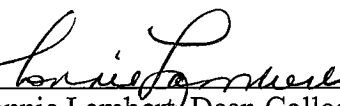

41. Severability. If any provision of this Agreement, or of any other agreement, document or writing pursuant to or in connection with this Agreement, shall be wholly or partially invalid or unenforceable under applicable law, said provision will be ineffective to that extent only, without in any way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

42. Waiver. Neither the waiver by any of the parties 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 under this Agreement.

43. Arbitration. In the event that a dispute between the parties arising out of this Agreement cannot be mutually resolved, the parties agree to submit the dispute to binding arbitration, under the Commercial Rules of the American Arbitration Association, whereupon judgment may be had in any court of competent jurisdiction. The prevailing party in any action shall be entitled to its costs and reasonable attorneys fees.

44. Inspection. VMC will permit, on reasonable notice and request, the inspection of clinical facilities by agencies charged with responsibility for accreditation of School.

IN WITNESS WHEREOF, School and VMC have executed this Agreement as of the day and year first above written.

<p><b>"School"</b> Central Washington University</p> <p>By <u></u> Connie Lambert, Dean College of Education &amp; Professional Studies</p>	<p><b>"VMC"</b> Public Hospital District No. 1 of King County, a non-profit Washington municipal corporation, d/b/a Valley Medical Center</p> <p>By <u></u> Scott Alleman, MSN, RN Senior Vice President, Patient Care Services</p>
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