

EDUCATIONAL AFFILIATION AGREEMENT

This Educational Affiliation Agreement (“Agreement”) is entered into this ____ day of _____, 2009 (“Effective Date”), by and between Virginia Mason Medical Center, a Washington nonprofit corporation, located at 1100 Ninth Avenue, Seattle, Washington 98111-0900 (“VMMC”), and **Central Washington University**, a Washington education corporation, with its main campus located at Ellensburg, Washington (the “SCHOOL”).

I. BACKGROUND

- A. VMMC is a Washington nonprofit, tax-exempt integrated delivery system that operates a hospital, physician clinics, a skilled nursing facility, and certain other health care facilities.
- B. The SCHOOL offers independently accredited and approved programs of study in **Public Health Education and Exercise Science** degree program(s) (“Program”).
- C. SCHOOL is in need of clinical experiences for students in such Program.
- D. VMMC has the qualified staff and facilities required for the clinical education experience of eligible students.
- E. Both VMMC and SCHOOL desire to enter into a cooperative effort to provide eligible students with a clinical experience.
- F. Execution of this Agreement to provide a clinical education experience for students furthers the tax-exempt purposes of VMMC.

VMMC and SCHOOL agree as follows:

II. RESPONSIBILITIES OF VMMC

- A. VMMC shall designate Preceptors, if any are to be involved in the training program, and shall designate an Education Coordinator to confer with the SCHOOL Liaison in relation to assignment of students, the experience offered to the student and monitoring of student progress. The number of students to be assigned and the dates and hours of assignment shall be mutually agreed by the SCHOOL Liaison and VMMC Education Coordinator.
- B. VMMC shall allow, when available, the use of facilities, supplies, and equipment for educational purposes for students involved in the Program. The use of VMMC facilities, supplies, and equipment for such educational purposes, shall be under the direction of the VMMC Education Coordinator. VMMC will provide access to sources of information necessary for training and to promote appropriate learning experience; e.g., procedure books and reference materials/books. VMMC will provide appropriate personal protection equipment to each student for use while receiving training under this Agreement.

- C. VMMC shall have the right to take all immediate action necessary to ensure patient welfare, including removal of any student from patient care responsibilities or facilities, and the termination from participation in the clinical education experience provided at VMMC. The VMMC Education Coordinator will notify the SCHOOL of the action taken as soon as possible thereafter. All final resolutions of the student's academic status in such situations will be made solely by the SCHOOL after reviewing the matter and considering whatever written factual information VMMC provides to the SCHOOL; however, VMMC 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.
- D. VMMC shall provide, on a fee basis, any emergency health care treatment in the Emergency Department that may be necessary to address any student's injuries, including a needle-stick injury or other substantial exposure to bodily fluids of another while receiving training under this Agreement. In such an event, VMMC shall also provide, on a fee basis, access to additional health care services including initiation of the Hepatitis B and HIV protocol, HIV counseling, and appropriate testing. SCHOOL shall advise students that the student shall be personally responsible for the costs for any and all such services, which are not covered by their health insurance.
- E. Every student assigned to a training program at VMMC under this Agreement will be required to complete a Disclosure Statement and Criminal Background Check which shall be conducted by VMMC pursuant to RCW 43.43.830 through RCW 43.43.842 and VMMC policy. The SCHOOL acknowledges that placement of each student at VMMC is contingent upon a clear background check which must be completed prior to the student beginning the training program. VMMC maintains the right to terminate the use of its facilities by a particular student for falsification of information on the disclosure statement and in the event that the background check report discloses a criminal conviction.

III. RESPONSIBILITIES OF THE SCHOOL

- A. The SCHOOL shall furnish information to VMMC pertaining to its curriculum and the professional and academic credentials of its faculty. The SCHOOL will assign to VMMC only those students who have satisfactorily completed any and all prerequisite training and requirements. SCHOOL is responsible for properly preparing students and for sending qualified students to the training site.
- B. The SCHOOL will provide the name for each student and information pertaining to each student's relevant education and training at least four (4) weeks prior to the commencement of the training program, or in this instance, by fax transmittal immediately. The student is responsible for supplying any additional information required by VMMC prior to the arrival of the student.
- C. The SCHOOL will comply with and ensure to the extent possible that all participating students are familiar with and comply with all relevant rules, policies, and procedures of VMMC.

- D. SCHOOL shall assure that it has trained each student it sends to VMMC in the Universal Precautions and the transmission of bloodborne pathogens, and will send to VMMC only students who have trained in and have practiced using these Universal Precautions.
- E. SCHOOL will assure that each student has had training in the transmission of tuberculosis, and has documentation satisfactory to VMMC of PPD testing within twelve (12) months prior to arrival at VMMC. SCHOOL will ensure that each student provides evidence of immunity to measles, mumps, rubella and chicken pox. SCHOOL has described the importance of Hepatitis B vaccination and risks associated with potential exposure to infectious materials for unvaccinated individuals, and has informed students of resources for obtaining the vaccination. Students who decline to be vaccinated must sign a declination acknowledging that they have been informed and that they choose not to seek the Hepatitis B vaccine series prior to clinical assignments. SCHOOL will submit the VMMC Contractor/Student Fitness for Duty Compliance Certification form (“Compliance Certification”) attached as Exhibit A for each student assigned to VMMC. The Compliance Certification form must be submitted to the VMMC Workforce Relations before a badge will be issued to the student authorizing said student to begin his/her assignment.
- F. The SCHOOL will inform students that they are responsible for their own health care costs, health insurance coverage, and their own health needs.
- G. The SCHOOL shall assure that each student assigned to VMMC is covered by professional liability insurance in an amount of \$1,000,000 per occurrence and \$3,000,000 in general aggregate, and shall provide VMMC with a valid certificate of liability insurance.
- H. The SCHOOL will designate an appropriately qualified and credentialed faculty member to coordinate and act as the Liaison with VMMC, and shall assure that the students are adequately supervised during the course of the training program. SCHOOL will notify VMMC in writing of any change or proposed change of its Liaison. SCHOOL will have the final responsibility for grading students.
- I. The SCHOOL will assure that the students understand their status and responsibilities as given in this Agreement:
 - 1. The students are required to adhere to the standards, policies and regulations including the confidentiality of medical records of VMMC, and upon the student’s failure to do so, VMMC shall have the right to immediately dismiss the student from the training program.
 - 2. The students shall wear any designated uniform and will be properly dressed and groomed at all times.
 - 3. The students will have the status of learners and will not replace VMMC personnel.

IV. INDEMNIFICATION

- A. Each party shall be responsible for and indemnify and hold the other harmless against any and all claims, damages, or other losses incurred by the other, including reasonable attorney's fees and costs including costs of appeal, arising out of or in connection with any negligent act or omission by the indemnifying party, its employees, or agents. If the conduct of both the parties results in such loss, the responsibility and indemnification obligations shall be allocated under the comparative negligence laws of the State of Washington. This indemnification provision shall survive termination of this Agreement.

- B. 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 and this Agreement will be paid from the Tort Claims Liability Account as provided in the Chapter 4.92 RCW. School will make medical malpractice 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 the medical malpractice liability insurance through it with proof of insurance. Students also may acquire medical malpractice liability insurance through another source. School shall inform all students who it plans to place at VMMC that: VMMC 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 VMMC with proof of valid insurance prior to placement. In addition, the limits on the medical malpractice liability policy shall be, at minimum, \$1,000,000 per occurrence, and should proof of insurance not meet VMMC's approval and satisfaction, VMMC can refuse to accept the student for placement.

V. TERMS OF AGREEMENT

This Agreement shall be in effect for one (1) year from the Effective Date, and shall be renewed automatically each year unless terminated by either party. Either party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other party; however, termination of this Agreement shall not prevent current student(s) from completing externship(s).

VI. MISCELLANEOUS

- A. Students shall not be considered employees of VMMC, and VMMC does not and shall not assume any liability under any law relating to worker's compensation on account of any act of any student while receiving training or traveling pursuant to this Agreement. Student shall not be entitled to any monetary remuneration for services performed at VMMC, nor shall VMMC otherwise have any monetary obligation to SCHOOL or students by virtue of this Agreement.

- B. It is agreed by both parties that there shall be no discrimination on the basis of age, race, religion, creed, color, sex, national origin, sexual orientation or handicap.

- C. Changes and amendments can be made to the Agreement at any time by mutual agreement of both parties.

- D. Waiver of any breach of any provision of this Agreement shall not be deemed to be a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated as such in writing, signed by both parties and attached to the original document.
- E. This Agreement shall be interpreted and construed in accordance with the laws of the State of Washington.

TB 8/31/09

SCHOOL

Connie Lambert
Signature

CONNIE LAMBERT
Name - Printed

Interim Dean
Title

8-31-09
Date

VIRGINIA MASON MEDICAL CENTER

Kate Reed
Signature

Kate Reed
Name - Printed

Sr. Vice President & Clinic Administrator
Title

27 August 09
Date

EXHIBIT A
VIRGINIA MASON MEDICAL CENTER
CONTRACTOR/STUDENT FITNESS FOR DUTY COMPLIANCE CERTIFICATION

This Certification Form must be submitted to VMMC Workforce Relations a minimum of 10 days prior to the start of assignment. No Contractor Employee/Student is permitted to commence services or training until VMMC Workforce Relations confirms satisfactory completion of the Fitness for Duty process with the accountable VM Manager and a VM ID badge has been issued.

Contractor/School certifies that the Contractor Employee/Student identified below meets all VMMC Fitness for Duty requirements.

Employee/Student Name: _____

Contingent Worker Type: (Circle one)

Community Provider / Consultant / Contractor / Health Care Worker / Student
 Temporary Agency Staff / Vendor / Volunteer / Observer

Contractor Birthday (mm/dd): _____ **Gender M/F:** _____

Assignment Start Date (mm/dd/yy): _____ **Assignment End Date (mm/dd/yy):** _____

Company/Student School: _____

Company/School Contact Name & Phone Number: _____

Contractor Job Title/Type of Student: _____

VM Manager Contact Name: _____ **VM Department:** _____

Professional License # and Expiration Date	Required Certification/ Expiration Date	Criminal Background Check Date Completed	Disclosure Statement Attach to this form	General Services Administration Results and Date Check Completed	OIG Excluded Party Results and Date Check Completed

TB/PPD NEG: Date of Last Test POS: Date of Clear Chest X-ray & Last Symptom Questionnaire	MMR History of Disease or date of Vaccination/Titer	Varicella/Chickenpox History of Disease or date of Vaccination/Titer	Influenza Vaccine Mandatory during flu season as determined by VMMC. Date of vaccination.

Certification: I certify that the above information is true and accurate and may be verified by VMMC upon inspection of records held by Contractor/School.

VERIFIED BY:

Authorized Contractor/School Representative:

VMMC Workforce Relations:

Name: _____

Name: _____

Signature: _____

Date: _____

Date: _____

**VMMC FITNESS FOR DUTY REQUIREMENTS
DIRECT PATIENT CONTACT
STUDENTS**

LICENSURE/ CERTIFICATION	SCHEDULE	REQUIREMENTS VMMC Contact: Workforce Relations
<i>State License (when required)</i>	Per applicable state board	School must contact the state board (in the state of a new assignment) prior to Student start date to confirm that the license is active and in good standing. Additionally, School will participate with all state boards in receiving disciplinary action forms and cross reference the professionals listed with any Student placed at VMMC.
<i>BCLS (when required)</i>	Every other year	School must verify bi-annual BCLS certification from either AHA, Red Cross, Canadian Heart & Stroke Foundation (HSFC reciprocity is accepted by AHA, www.cpr-ecc.org/procourses.html) or hospital issued cards as long as they are of the Healthcare Provider Level.

HEALTH SCREENING	SCHEDULE	REQUIREMENTS VMMC Contact: Employee Health Services
<i>Tuberculosis Screening</i>	Upon initial assignment and annually thereafter	VMMC's policy for Tuberculosis screening follows Washington state requirements for Tuberculin skin testing. Require documentation of two Mantoux Tuberculin skin tests (PPDs) upon beginning assignment, or provide either documentation of two negative PPDs within the past year, or a past positive PPD skin test as required by Washington State law. Those with a history of a previous positive PPD skin test do not have to have another skin test done, but must furnish documentation of the positive skin test, updated medical history questionnaire regarding symptoms and a normal chest xray within the last four (4) years.

IMMUNIZATION	SCHEDULE	REQUIREMENTS VMMC Contact: Employee Health Services
<i>Measles (Rubeola)</i>	Upon initial assignment to VMMC	VMMC's policy for measles (rubeola) screening/immunization follows CDC recommendations. Proof of immunization may be satisfied by either: a. adequate vaccination – two doses of a live measles-containing vaccine received in 1968 or later and at least one month apart. b. serologic testing showing immunity to measles. c. birth before 1957 is generally considered acceptable evidence of measles immunity. However, CDC studies have shown that about 6% of those born prior to 1957 do not have immunity.
<i>German Measles (Rubella)</i>	Upon initial assignment to VMMC	VMMC's policy for rubella (German Measles) and mumps screening/immunization follows CDC recommendations. Proof of immunization may be satisfied by either: a. adequate vaccination – one dose of a live rubella-containing vaccine and one dose of a live mumps-containing vaccine received in 1968 or later. b. serologic testing showing immunity to rubella and mumps. c. birth before 1957 is generally considered acceptable evidence of rubella and mumps immunity. However, CDC studies have shown that about 6% of those born prior to 1957 do not have immunity.
<i>Chickenpox</i>	Upon initial assignment to VMMC	VMMC policy requires documentation of immunity to varicella (chickenpox) by either: a. reliable, verbal history of disease b. serologic testing showing immunity c. adequate vaccination – two doses of live varicella vaccine at least two months apart.
<i>Influenza Immunization</i>	Annually	VMMC will notify School each year of the time period of required influenza immunization.