

10815

**CLINICAL AFFILIATION AGREEMENT  
BETWEEN  
CENTRAL WASHINGTON UNIVERSITY  
AND  
HARRISON MEDICAL CENTER**

This Agreement is made and entered into between Central Washington University ("School"), located at 400 East University Way, Ellensburg, Washington, Washington, and Harrison Medical Center ("Training Site"), located at 2520 Cherry Avenue, Bremerton, 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, Mental Health and Information Technology programs (the "education programs"). In consideration of the mutual covenants and agreements contained herein, School and Training Site agree as follows:

**I. GENERAL PROVISIONS**

A. 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, referenced elsewhere in this Agreement;
- Deadlines and format for student progress reports and evaluation forms.

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.

B. 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, telephone and email in other instances.

C. 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.

D. There will be no payment of charges or fees between School and Training Site.

E. 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.

## **II. SCHOOL'S RESPONSIBILITIES**

A. 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 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.

B. School's faculty will meet with the Training Site clinical education Supervisor Preceptors, 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.

C. 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.

D. School will obtain evidence of current immunizations against diphtheria, tetanus, poliomyelitis, measles (rubeola), mumps, rubella (or a positive rubella titer), and of hepatitis B immunity status, documented by a protective titer, 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 chickenpox will be advised to get an immune titer. School will require yearly PPD testing or follow-up as recommended if the students are PPD-positive or have had BCG. School will provide information to Training Site regarding student status concerning the above requirements.

E. 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.

F. School shall ask each student who may be placed in Training Site to obtain his/her criminal history background record from Certified Background.com, pursuant to RCW 43.43.834 and RCW 43.43.838, to release a copy of that record to the School, and to authorize the School to transmit that record or copy thereof to Training Site. Before the start of training, School will provide Training Site with the names of any students who have failed to provide the requested records, or who refuse to authorize the release of records to Training Site. The students will be informed that, whether or not they agree to obtain the record and agree to release it to School and Training Site, Training Site may conduct the background inquiry directly and the Training Site may refuse placement of a student who does not provide the requested records or who has a record of prior criminal conduct.

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.

G. 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/her status and responsibilities pursuant to this Agreement. This includes notification to students of the need to procure the insurance coverage required by the Training Site as identified in section V. B. below prior to being admitted to the Training Site.

H. 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 needs, health care costs, and health insurance coverage.

- I. School will require each student to certify that he/she:
- Is not and at no time has been sanctioned, excluded or proposed for exclusion from participation in any federal or state funded health care program, including but not limited to the Medicare or Medicaid programs;

- Has not otherwise been excluded from doing business with the federal government as provided in the list maintained by the United States General Services Administration (GSA) or the Department of Health and Human Services Office of Inspector General (OIG);
- Has not been convicted of a crime against children or vulnerable adults as set forth in RCW 43.43 as it presently exists or is subsequently amended.
- School shall ensure that all students sign the acknowledgment form attached as Exhibit A and otherwise comply with the requirements of Article 4 and other applicable terms of this Agreement.

### **III. TRAINING SITE'S RESPONSIBILITIES**

A. 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.

B. 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.

C. 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.

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

E. 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.

F. Training Site will have 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.

G. 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 any and all care.

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

#### **IV. STUDENTS' STATUS AND RESPONSIBILITIES**

A. 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.

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

C. 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.

D. 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.

#### **V. LIABILITY COVERAGE PROVISIONS**

A. 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.

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 under this

Agreement will be paid from the tort claims liability account as provided in Chapter 4.92 RCW. School will make professional (Medical Malpractice) liability insurance available for purchase by its students. The limits on the 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 also may acquire professional (Medical Malpractice) 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 clinic setting, and students are 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 per occurrence, and should proof of insurance not meet Training Site approval and satisfaction, Training Site can refuse to accept any student for placement.

C. Training Site maintains professional liability insurance coverage through a program of self insurance. Through that coverage, Training Site 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.

D. In the case of negligence of both the School and Training Site, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

E. Each party shall provide proof of insurance coverage upon request by the other party. In addition, each party agrees to notify the other in the case of material modification or cancellation of coverage, and to provide subsequent proof of coverage thereafter.

## **VI. TERM**

A. This Agreement is effective beginning June 1, 2012, 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.

B. This Agreement may be terminated by either party without cause by providing sixty (60) days advance written notice of termination; provided, however that no such termination shall be effective until the last day of the academic term in which there are students at Training Site. This Agreement may be immediately terminated as necessary at the sole discretion of Training Site for the health or safety of employees or patients. In the event of a material breach of this Agreement, the non-breaching party

may terminate this Agreement after providing thirty (30) days' written notice to the party in breach if cure is not effected within such period.

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

A. 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 recommended the Hepatitis B (HBV) screening to all clinical education program students before assignment to Training Site. Students may waive the HBV series, but are required to have a TB screening and be up-to-date on all other immunizations. Training Site will provide personal protection equipment that is appropriate for the tasks assigned to School's students.

B. In the event 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 and all care, testing, counseling, and obtaining necessary follow-up care.

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

## **VIII. MISCELLANEOUS PROVISIONS**

A. 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.

B. 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.

C. 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.

D. 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. Venue for any actions, claims, or proceedings asserted in connection with this Agreement shall be in Kitsap County, Washington.

E. 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: Central Washington University  
400 E. University Way  
Ellensburg, WA 98926-7474

(b) To Training Site: Harrison Medical Center  
2520 Cherry Avenue  
Bremerton, WA 98310  
(360) 744-8751

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.

F. 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.

G. 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 held to 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.

H. 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.

I. 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.

J. HIPAA. School voluntarily provides students with training on the requirements of the Health Insurance Portability and Accountability Act (HIPAA). Training Site will provide additional training on Training Site's specific HIPAA policies and procedures. School will direct its students and faculty to comply with the policies and procedures of Training Site. No protected healthcare information (PHI) is anticipated to be exchanged between Training Site and School. Solely for the purpose of defining students' role in relation to the use and disclosure of Training Site's PHI, students acting pursuant to this Agreement are defined as members of Training Site's workforce. However, School's students and faculty shall not be considered to be employees of Training Site.

K. Independent Contractors. The parties to this Agreement are independent contractors. Neither party is authorized or permitted to act as an agent or employee of the other. Nothing in this Agreement shall in any way alter the freedom enjoyed by either party, nor shall it in any way alter the control of the management, assets, and affairs of the respective parties.

L. Assignment. This Agreement may not be assigned or transferred by School without the prior written consent of Training Site. Training Site may assign this Agreement to a parent, subsidiary, affiliate, or successor entity without the prior written consent of School.

[Remainder of Page Left Intentionally Blank]

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Agreement on the last date written below.

78 5/22/12

**CENTRAL WASHINGTON UNIVERSITY**

By Connie Lambert  
Connie Lambert, Dean  
College of Education and Professional  
Studies

Date 5-24-12

**HARRISON MEDICAL CENTER**

By [Signature]

Date 5/30/12

**EXHIBIT A**

**HARRISON MEDICAL CENTER  
EDUCATIONAL PROGRAM  
STUDENT ACKNOWLEDGEMENT**

The undersigned student ("Student") hereby acknowledges that he or she is a student enrolled at Central Washington University ("School"). As a condition of Student's participation in the educational program at Harrison Medical Center ("Training Site"), Student agrees to the following:

1. Student shall adhere to the internal policies of Training Site including but not limited to those related to work place safety, dress, and compliance issues. Without limiting the generality of the foregoing, Student agrees to protect and maintain the confidentiality of any and all patient information that Student may come into contact with while participating in the Program. Student shall comply with all state and federal laws regarding patient information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any Training Site policies and procedures related to such laws. Student understands that he or she may be removed from the program immediately for failure to follow Training Site policies.

2. Student understands and agrees that Student is not an employee or agent of Training Site and is not entitled to wages for activities which are related to the education and training received at Training Site. Further, Student understands and agrees that Student is not entitled to workers' compensation benefits for any injury sustained during an educational placement.

3. Student shall possess liability coverage in the amount of one million dollars (\$1,000,000) per occurrence, which insurance shall cover all acts or omissions by the Student. Student further agrees to provide Training Site with a certificate evidencing such insurance upon request. In addition, Student agrees to notify Training Site in the case of material modification or cancellation of Student coverage, and to provide subsequent proof of coverage thereafter.

4. Student represents and warrants that he/she has never been sanctioned, excluded or proposed for exclusion from participation in any federal or state funded health care program, including but not limited to the Medicare and Medicaid programs. Further, Student represents and warrants that he/she has not otherwise been excluded from doing business with the federal government as provided in the list maintained by the United States General Services Administration (GSA) or the Department of Health and Human Services Office of the Inspector General (OIG), nor has Student been convicted of a crime against children or vulnerable adults as set forth in RCW 43.43.

\_\_\_\_\_  
Signature of Student

\_\_\_\_\_  
School and Program Description

\_\_\_\_\_  
Date

\_\_\_\_\_  
Dates of Affiliation