

**Central Washington University
CLINICAL AFFILIATION AGREEMENT**

THIS AGREEMENT, made and entered into this 1st day of August, 2012, by and between Central Washington University (hereinafter referred to as the School) and PeaceHealth Southwest Medical Center, an affiliate of PeaceHealth, a Washington nonprofit corporation (hereinafter referred to as the "Clinical Facility") will be effective for a period beginning August 1, 2012 and ending August 1, 2014.

WITNESSETH:

WHEREAS, both parties desire that students have opportunities for clinical education at Clinical Facility; and

WHEREAS, both parties desire to reach an agreement for their separate and mutual responsibility with respect to such education.

THEREFORE, in consideration of their mutual interest, the parties, each in independent status from the other, hereby agree;

1. School's Responsibilities. The School will:

- 1.1 Provide an Academic Coordinator of Clinical Education ("ACCE"), who will serve to implement, supervise and support the clinical education portion of the dietetic internship program, exercise science program and food service management program at Clinical Facility ("Program");
- 1.2 Ensure that all students receiving clinical experience pursuant to this Agreement have successfully completed relevant portions of the School curriculum and are appropriately qualified to provide patient care as contemplated hereunder;
- 1.3 Select all students to receive clinical education pursuant to this Agreement without discrimination on the basis of sex, race, color, national origin, age, religion, disability, marital status or veterans status;
- 1.4 Inform each student, and enforce the requirements that each student must:
 - 1.4.1 Abide by all applicable Clinical Facility rules and regulations, policies and procedures;
 - 1.4.2 Comply with all applicable laws and regulations, and policies and procedures of PeaceHealth regarding the security, confidentiality, and privacy of information;

- 1.4.3 Acknowledge in writing that School and Clinical Facility are independent contractors and that the student shall not be eligible to participate in any benefit or insurance program maintained by Clinical Facility, nor shall Clinical Facility be liable to pay taxes, workers' compensation, insurance premiums, licensing fees or social security obligations on behalf of student;
 - 1.5 Provide each student and ACCE with a conspicuous name badge identifying the student and ACCE and his/her affiliation with the School;
 - 1.6 Obtain a national criminal background check in compliance with Clinical Facility's standards and requirements with respect to students who may have unsupervised contact with Clinical Facility patients, access to Clinical Facility patient information, or access to the funds of Clinical Facility or its patients and provide the results to Clinical Facility upon request. The background check must include the following categories: State, County, Social Security, GSA and OIG. Alternatively, upon mutual agreement of the parties, School shall provide the requisite information and authorizations to Clinical Facility to perform such background checks. School shall assure that the student shall take responsibility to pay the costs associated with background checks. School shall not permit any of its students to provide services pursuant to this Agreement until after Clinical Facility has determined that the criminal background check results for the student are satisfactory;
 - 1.7 Inform student that, prior to placement Clinical Facility requires all students complete a ten panel drug screen for prohibited substances, with results satisfactory to Clinical Facility and otherwise comply with Clinical Facility's Drug Free Workplace policy throughout their placement at Clinical Facility and to the best of the School's knowledge and belief such students are free from any illegal drug use; and
 - 1.8 Be responsible for all approvals, licenses and/or accreditations with respect to the Program.
2. **ACCE Responsibilities.** The ACCE is primarily responsible for student learning experiences in both theory and laboratory courses and accordingly, the ACCE will:
 - 2.1 Plan assignments of clinical practice and other learning experience according to the students' needs of fulfilling the educational objectives of the Program, subject to approval by the Clinical Facility's Coordinator of Clinical Education ("CCCE");

- 2.2 Develop, in coordination with the CCCE, implement and assume responsibility for all clinical instruction and evaluation of students;
- 2.3 Plan for correlation of theory with practice in cooperation with the CCCE and other Clinical Facility personnel in the assignment of students for care of selected patients;
- 2.4 Assume the responsibility to assure that students assigned to the Clinical Facility meet its standards of health, including, but not limited to the following: School will maintain on file records of an annual Tuberculin Skin Test (TST) test. If the student has a history of a previous positive TST, the School must assure that the Student is free from active tuberculosis. This may include a chest x-ray, medical evaluation and screening for symptoms of tuberculosis. School shall also assure that Student is immune to Measles, Mumps and Rubella by documentation of one of the following: 2 doses of vaccine for Measles, Mumps and Rubella (MMR) or laboratory confirmation of immunity to Measles, Mumps and Rubella. School shall also assure that Student is immune to Varicella by documentation of one of the following: 2 doses of vaccine for Varicella or laboratory confirmation of immunity to Varicella. Annual influenza vaccine is required. School is also required to make available hepatitis B vaccine or have on hand a declination statement, and School will maintain on file records of positive titer or three Hepatitis B immunizations for any student who will possibly be exposed to blood or other bodily fluids.
In addition to the above in no event shall the School enroll a Student in the Education Program who has contracted a communicable disease without first consulting the Training Site and obtaining approval in advance for that Student prior to the commencement of the Education Program.
- 2.5 See that the students are properly attired when reporting for clinical experience, and wearing identification badges described in 1.5 above;
- 2.6 Furnish the designated personnel of the Clinical Facility with a schedule of dates and hours for clinical practice, as well as a list of eligible students with their telephone numbers;
- 2.7 Meet as deemed necessary with the CCCE and designated personnel of the Clinical Facility for discussions and evaluations of the student Program;
- 2.8 Provide a certificate(s) of insurance to the Clinical Facility prior to the commencement of clinical activities showing proof that students and the ACCE are covered by liability insurance as further described in Paragraph 6 herein;

- 2.9 Require that all students assigned to a clinical area maintain current cardiopulmonary resuscitation certification based on the American Heart Association or American Red Cross guidelines and related to the age group(s) and patients with whom they will be working;
- 2.10 Require that all students maintain current health insurance coverage;
- 2.11 Certifies that the School has educated and trained each student it sends to the Clinical Facility in Standard Precautions and transmission of blood-borne pathogens, and that it shall send to the Clinical Facility only those students who have been trained in and have previously practiced using Standard Precautions. The Clinical Facility shall provide personal protective equipment that is appropriate for the tasks assigned to School's students. Exposure to blood-borne pathogens must be reported to Employee Health at the Clinical Facility. Employee Health and the Hospital Epidemiologist at the Clinical Facility are available to assist in evaluation of the exposure. The exposed student is responsible for the follow-up and treatment of the exposed student. Employee Health at the Clinical Facility must be notified if any patient is exposed to a Student's blood through accidental sharps injury, or other means.
- 2.12 Ensure that all students and faculty are aware of and abide by Clinical Facility's policies, procedures, rules, regulations and Standard of Conduct.

3. Clinical Facility Responsibilities. The Clinical Facility will:

- 3.1 Permit students to use its patient care facilities for student learning experiences and permit faculty of the School to use its patient care facilities to coordinate, observe and instruct students engaged in clinical experiences;
- 3.2 Not require students to replace staff or give service to patients apart from its educational value;
- 3.3 Assist in orienting the School's faculty members necessary to give them a thorough understanding of the practice field used by the students;
- 3.4 Meet at the clinical facility as necessary with the ACCE to discuss and evaluate the clinical experience Program;
- 3.5 Provide information to the ACCE, faculty members and students concerning the policies, procedures, rules, regulations and Standard of Conduct of the Clinical Facility and its departments;
- 3.6 Provide the following:

- 3.6.1 access to medical records on a need to know and minimally necessary basis for students' education subject to the Clinical Facility's rules regarding patients' rights of privacy;
 - 3.6.2 access to the same food services as are available to Clinical Facility staff; and
 - 3.6.3 access to such appropriate reference books and procedure manuals as are kept at the Clinical Facility.
4. **Relationship of Parties.** The School and Clinical Facility are independent contractors in relation to one another and neither is authorized to act as principal/agent, partner, or employer/employee of the other. Services rendered by students under this Agreement are considered to be educational in nature and students of the School shall not be considered as employees of the Clinical Facility while participating in the Program that is the subject of this Agreement, nor shall such students be eligible for any compensation or employee benefits, including workers compensation, health or disability benefits. Personal health insurance coverage for School, faculty and students will not be the responsibility of Clinical Facility. Emergency treatment provided to students for injuries incurred during clinical activities hereunder must be covered through their personal health insurance or through their own resources.
5. **Responsibility Between Parties.** As between the parties, each party acknowledges that it will be responsible for claims or damages arising from personal injury of damage to persons or property to the extent they result from the actions of its employees (including with respect to School, actions of its faculty and the ACCE).
6. **Insurance and Indemnification.** Each party hereby agrees to obtain and maintain, during the term of this Agreement, general liability, and medical professional liability coverage for itself, its employees and agents. In particular, the School shall provide such insurance for the ACCE. The amount of such insurance shall be at minimum One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. In the event the ACCE is not an employee of School, School shall ensure that the ACCE maintains general liability and medical professional liability coverage at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. School shall make general liability insurance and medical professional liability coverage available for purchase by its students. School shall provide students who purchase insurance through it with proof of insurance. In addition, the limits on the liability policy shall be at the minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate. Students shall provide Clinical Facility with proof of insurance prior to placement.

If a claim or suit arising from or in connection with this Agreement is initiated or filed against either party to this Agreement, such party will promptly provide written notice thereof to the other party, or if both parties are named as defendants, then each party will notify the other, and the parties will defend and coordinate the defense of such claim or suit in accordance with the following provisions hereof. School shall indemnify, defend and hold harmless Clinical Facility from and against any and all claims, suits, actions, damages, loss or liability arising out of the conduct of its employees, officers, and agents, including but not limited to breach of this Agreement. Clinical Facility shall indemnify, defend and hold harmless School from and against any and all claims, suits, actions, damages, loss or liability arising out of the conduct of its employees, officers and agents, including but not limited to breach of this Agreement. Indemnity obligations shall survive the termination or expiration of this Agreement.

7. **Governmental Program.** School warrants and represents, to the best of the School's knowledge, that neither it nor any student or faculty member placed at Clinical Facility is suspended or debarred from participation in any governmental program. To the extent permitted by law, School shall indemnify Clinical Facility and PeaceHealth against all costs and penalties Clinical Facility or PeaceHealth may incur arising from any breach of this Section 7; such indemnification obligation shall survive the termination or expiration of this Agreement.
8. **Removal of Students.** In any case where the Clinical Facility determines that a student's performance is unsatisfactory so as to result in possible danger to the students or patient, or a student's health status is hazardous to patients or personnel, or a student's presence impairs the operation of Clinical Facility, the Clinical Facility may request that the School suspend or terminate the student from the Program or may require the School to terminate the student from assignment at Clinical Facility. Clinical Facility reserves the right to summarily relieve a student from a specific assignment at any time if it determines that continuation is a potential threat to health or safety of patients, staff or visitors or violates policies, rules, regulations or procedures of the Clinical Facility.
9. **Non-Discrimination.** The parties agree that there shall be no unlawful discrimination based on race, color, national origin, religion, handicap, age, or sex, or any other legally protected classification in any of their policies, practices, or procedures.
10. **Termination.** Termination of said Agreement can be effected by either party with a sixty (60) day written notice to the other party. Clinical Facility may terminate this Agreement immediately if School, the ACCE, student(s), or faculty fails to comply with this Agreement or if Clinical Facility determines that doing so is the best interest of itself or its patients.

11. **Amendments.** This Agreement may not be changed or amended except by written agreement signed by both parties.
12. **Choice of Laws.** The interpretation of this Agreement and the resolution of disputes arising under this Agreement shall be governed by the laws of the State of Washington.
13. **Non-Assignability.** This Agreement may not be assigned without the prior written consent of the other party.
14. **Legal Status.** Notwithstanding anything to the contrary herein, if performance by either of the parties hereto of any term of this Agreement shall jeopardize the licensure of Clinical Facility, or the full accreditation of Clinical Facility by the Joint Commission or other recognized accrediting body, or the tax-exempt status of PeaceHealth or the ability of PeaceHealth to issue tax-exempt bonds or should be in violation of applicable law or regulation, such term shall be renegotiated by the parties. In the event the parties are unable to renegotiate said term within sixty (60) days following receipt of written notice of such jeopardy either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.
15. **Notices.** Any and all notices required or permitted hereunder shall be sent by certified mail, return receipt requested, or by generally recognized electronic service, to the address set forth below or to such other and different addresses as the parties may hereto designate in writing.

PeaceHealth Southwest Medical Center: Central Washington University:

600 NE 92nd. Ave.
Vancouver, WA 98664
 Attn: Richard Gibler
 Title: Director of Education Services

Phone: 360-514-3135
 Fax: 360-514-2170

400 East University Way
Ellensburg, WA 98926
 Attn: Connie Lambert
 Title: Dean, College of Education and Professional Studies

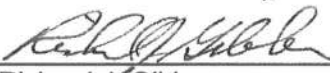
Phone: 509-963-1411
 Fax: _____

16. **Signature Authority.** The individuals executing this Agreement represent and warrant that they are competent and capable of entering into a binding contract, and that they are authorized to execute this Agreement on behalf of the respective party hereto.
17. **Facsimile or Scanned Signatures.** Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission, will be the same as delivery of an original. At the

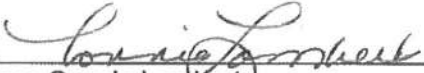
request of any party, the parties will confirm transmitted signatures by signing an original document.

18. **Execution in Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

PeaceHealth Southwest Medical Center:

By: 
Name: Richard J. Gibler
Title: Director of Education Services
Dated: 8/7/12

Central Washington University:

By: 
Name: Connie Lambert
Title: Dean, College of Education and Professional Studies
Dated: 8-2012