



MultiCare Allenmore Hospital
MultiCare Auburn Medical Center
MultiCare Good Samaritan Hospital
MultiCare Mary Bridge Children's Hospital & Health Center
MultiCare Tacoma General Hospital
MultiCare Clinics

MultiCare Health System
315 Martin Luther King Jr. Way
PO Box 5299
M/S: 603-1-HR
Tacoma, WA 98415
(253) 403-5348

AFFILIATION AGREEMENT

This Affiliation Agreement (“Agreement”) is made and entered into between Western Washington University (“School”), a Public School formed under the laws of the State of Washington, located at 516 High St, Bellingham WA 98225 (“Address”) and MultiCare Health System, a Washington not-for-profit corporation (*doing business as ALLENMORE HOSPITAL, AUBURN MEDICAL CENTER, GOOD SAMARITAN HOSPITAL, MARY BRIDGE CHILDREN’S HOSPITAL, BEHAVIORAL HEALTH, MULTICARE CLINICS, COVINGTON MEDICAL CENTER, DEACONESS HOSPITAL, VALLEY HOSPITAL and TACOMA GENERAL*) (“Training Site”), located in King, Pierce and Spokane counties in Washington. Training Site and School are sometimes referred to in this Agreement individually as “Party” or, collectively, as the “Parties.”

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 programs. 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 (1) 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.
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. Nondiscrimination. The Parties agree that they shall not unlawfully discriminate in any of their programs or contracts against any person because of that person's race, color, national origin, sex, gender, religion, creed, marital status, age, sex, sexual orientation/preference, marital status, pregnancy, genetic information, or honorably discharged veteran or military status. The Parties further agree to comply with all applicable federal, state or local laws pertaining to discrimination.

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. School agrees to meet all the requirements of Training Site's Non-Employed Staff On/Off Boarding policy (copies of which are available upon request) for all School personnel and students participating in clinical learning experiences under this Agreement including those immunization and other requirements outlined in the policy and its exhibits. If any School personnel or students are on MHS premises at any time, such School personnel and students shall abide by all MHS policies and procedures (copies of which are available upon request). School agrees to abide by the Standards for Business Conduct set forth by Training Site which can be found on the internet at <http://www.multicare.org/our-mission-values/>.
11. Students and faculty assigned to Training Site must complete all required onboarding documentation in accordance with MHS' Non-Employed Staff On/Off Boarding policy and procedures prior to beginning internship.
12. 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.
13. 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.

TRAINING SITE'S RESPONSIBILITIES

14. 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.
15. 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.
16. 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.
17. Training Site will submit required reports on each student's performance and will provide an evaluation to School on forms provided by School.
18. 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.
19. 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 Student Placement Coordinator 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.
20. 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.
21. 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

22. 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.
23. Students are required to adhere to the standards, policies, and regulations of Training Site during their clinical education program. Each student agrees to meet all the requirements of MHS' Non-Employed Staff On/Off Boarding policy (copies of which are available upon request) including those immunization and other requirements outlined in the policy and its exhibits. Each student shall abide by the Standards for Business Conduct set forth by Training Site which can be found on the internet at <http://www.multicare.org/our-mission-values/>.
24. Students will wear appropriate attire and nametags, and will conform to the standards and practices established by School during their clinical education program at Training Site.
25. 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

26. Each Party to this Agreement will be responsible for the negligent acts or omissions of its own employees, officers, trainees, students, 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, other than students as provided in this section and Section 27.
27. School shall indemnify and hold Training Site and its directors, officers, employees, subsidiaries, and agents harmless from and against any and all claims, demands, liabilities, damages, expenses (including attorneys' fees) for injury to persons or damage to property caused or asserted to have been caused by the negligent acts or omissions of the School, its students, agents, servants, or employees, notwithstanding any protection or immunity that the School may have to the underlying claim, including immunity under state or federal laws. This indemnity agreement specifically applies to but is not limited to those situations wherein Training Site is held vicariously liable for negligent acts of the School, its students, or agents or wherein it is claimed that Training Site is vicariously liable for said negligent acts.

A school that is an agency of the State of Washington is exempt from the preceding paragraph of this Section 27; provided, however, insofar as such a School, as an agency of the State of Washington, may be authorized to do so from time to time under the laws of the State of Washington, the School will indemnify and hold harmless Training Site from all claims, costs, damages, or expenses arising out of the negligence of the School, its agents, employees, and students in connection with acts performed within the course and scope of their employment or duties performed in accordance with the terms of this Agreement; and provided further that 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.

To the extent students assigned to Training Site are under orders issued by the U.S. Military Services, remain employees of the United States, and perform duties within the course and scope of their Federal employment, the provisions of the Federal Tort Claims Act (title 28, U.S.C., sections 1346(b), 2671-2680), including its defenses and immunities, will apply to allegations of negligence or wrongful acts or omissions of the students while acting within the scope of their duties pursuant to this Agreement.

28. School shall maintain self-insurance or policies of comprehensive public liability coverage and malpractice insurance coverage in a form acceptable to Training Site, in limits of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. If the School is insured under a claims-made policy during the term of this Agreement, the School agrees to maintain after the expiration of this Agreement "tail coverage" in said amounts to insure for public liability and malpractice that occurred during the term of this Agreement. The School shall notify its liability insurance carrier that it has entered into this Agreement.

A School is exempt from the preceding paragraph of this Section 28 if the School is a self-insured agency of the State of Washington and claims for liability are subject to defense by the State and are subject to the provisions of RCW 28B.10.842 or RCW 28B.20.250 through 28B.20.255.

29. Training Site will indemnify and hold School harmless from any loss, claim or damage arising from the negligent acts and omissions of its employees, officers and agents, including the negligent supervision of students, and will maintain professional liability coverage with limits of not less than

\$1,000,000 per occurrence and \$3,000,000 annual aggregate (or an equivalent program of self-insurance).

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 for three (3) year beginning the date of final signature on agreement, and will continue thereafter from year to year, unless sooner terminated pursuant to Section 32 or by mutual agreement of the Parties. This Agreement will be reviewed no later than five (5) 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 without cause by written notice one (1) 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. This Agreement may be canceled for cause in any circumstance in which a material breach has taken place that cannot reasonably be cured within thirty (30) days of notice of intent to cancel due to such material breach.

PROVISIONS REGARDING BLOOD-BORNE PATHOGENS

33. At the time of onboarding, the Training Site will ensure that the intern has the orientation and training necessary to conduct his/her clinical duties specific to the Training Site and the clinical population served at that site.
34. In the event a student sustains a 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.
35. 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

36. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior contracts, agreements, understandings, and discussions, whether oral or written. School acknowledges that it has relied solely on the covenants and representations set forth in this Agreement and no others.
37. **Amendment.** This Agreement may only be modified by a subsequent written document 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.

38. 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.
39. Governing Law & Venue. 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. In the event of any court action which may be allowed by this Agreement, the venue of such shall be in the Superior Court of Pierce County, Washington, unless the Parties shall otherwise agree.
40. Notices. Contact. Each Party shall appoint a representative to facilitate the Services contemplated by this Agreement ("Contact"). Each Party's representative is authorized to receive notices regarding the Services rendered under this Agreement. Each Party's initial representative is designated below. 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:

Western Washington University
 Department of Audiology
 516 High St
 Bellingham, WA 98225

(b) To Training Site:

MultiCare Health System
315 Martin Luther King Jr. Way
PO Box 5299
M/S: 603-1-HR
Tacoma, WA 98415

Copy to: ContractSupport@multicare.org

Copy to: EMAIL

Each Party may designate a change of address by notice in writing. Either Party may change its representative by designating a new representative and providing contact information in writing to the other Party. 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.

41. Survival. School and Training Site expressly intend and agree that the liability coverage and HIPAA provisions of this Agreement will survive the termination of this Agreement for any reason.
42. Severability. If any provision of this Agreement or its application to any person or circumstance is held unenforceable, the remainder of this Agreement, or the application of the provision to other persons or circumstances, shall not be affected, provided, that the essential purpose of this Agreement is not thereby adversely affected or prevented.
43. 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 (1) 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. No waiver of any provision of this Agreement shall be valid unless in writing and signed by or on behalf of the person waiving such

provision, and no such waiver when executed shall constitute a waiver of any further failure to comply fully with this Agreement.

44. 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.
45. Protected Health Information (HIPAA). School, its faculty and students shall not use or disclose protected health information (“PHI”), as that term is defined by C.F.R. §164.501, for any purpose other than performing its obligations under this Agreement or as required or allowed by law. School shall not use or disclose PHI it receives from Training Site in a manner that would violate the Health Insurance Portability and Accountability Act of 1996 (HIPAA) if done by Training Site. School may de-identify PHI it receives from Training Site pursuant to 45 C.F.R. § 164.514, but may not sell or disclose de-identified information to any third party unless Training Site has first approved such use or disclosure in writing.
 - a. Safeguards. School, its faculty and students shall use appropriate safeguards to prevent the prohibited use or disclosure of PHI received from or on behalf of Training Site, and shall follow Training Site policies with respect to privacy and security when on Training Site premises. The provisions of this Section 45 shall survive the termination of this Agreement.
 - b. Sub-Contractors and Agents. School shall require any of its sub-contractors or agents to whom School provides PHI received from Training Site to agree to written contractual provisions that impose at least the same obligations to protect such PHI as are imposed on School by this Agreement.
 - c. Accounting to HHS. School shall make its internal practices, books, and records relating to the use and disclosure of PHI received from or on behalf of Training Site available to the Secretary of the United States Department of Health and Human Services for purposes of determining Training Site’s compliance with HIPAA rules.
 - d. Mitigation and Reporting. If School becomes aware of a prohibited use or disclosure of PHI received from Training Site, School shall promptly (i) use commercially reasonable efforts to mitigate any potential adverse effect of the use or disclosure and (ii) report the use or disclosure to Training Site.
 - e. Accounting of Disclosures. If Training Site receives a request from an individual pursuant to 45 C.F.R. § 164.528 for an accounting of Training Site’s disclosures of the individual’s PHI and, in the course of attempting to satisfy the individual’s request, Training Site provides a written request to School, School shall promptly provide Training Site the information required to be included in an accounting pursuant to 45 C.F.R. § 164.528(b)(2) for School’s disclosures of PHI that are subject to an accounting pursuant to 45 C.F.R. § 164.528(a)(1).
 - f. Designated Record Set. Training Site acknowledges that School shall not, in the performance of this Agreement, maintain a “Designated Record Set,” as that term is defined by 45 C.F.R. §. 164.501, for Training Site regarding any individual, unless otherwise agreed in writing.
 - g. Return or Destruction of Health Information. At the termination or expiration of this Agreement, School and trainees, if feasible, shall return or destroy and maintain no copies of PHI received from or created on behalf of Training Site.
 - h. Conformance with Modification of HIPAA or Privacy Rule. If an amendment to or modification of HIPAA or its implementing regulations requires modification of this Agreement to permit Training Site or School to remain in compliance with HIPAA and its implementing regulations during the term of this Agreement, then School and Training Site

shall enter good faith negotiations to amend this Agreement to conform to any change required by such amendment or modification.

- i. Training. All students and faculty assigned to Training Site by School will have documented proof of completion of basic health information privacy training meeting Training Site and HIPAA privacy standards, prior to assignment. School personnel assigned to Training Site after the effective date of the security regulations will have completed any necessary security training mandated under HIPAA. School will maintain appropriate records of training pursuant to 45 C.F.R. 164.530, and will make information and records regarding training of its assigned personnel available to Training Site inspection upon reasonable notice, during regular business hours, at all times during the term of this Agreement and for a period of six years thereafter. Training Site's basic privacy and security awareness training standards are available for inspection upon request, and Training Site HIPAA Privacy Training Coordinator is available to School to advise School as to any changes in Training Site's privacy or security training standards arising during this Agreement.

46. Use of Name. Neither Party may use the name, logo or any identifying symbol of the other Party in connection with the services to be provided under this Agreement without the other Party's express prior permission, which may be given or withheld for any reason. Any permission granted under this Section shall be revoked automatically upon the expiration or termination of this Agreement.


47. Electronic Delivery/Counterparts. This Agreement may be executed by electronic or hard-copy signature and in any number of counterparts, each of which shall be deemed to be one and the same instrument. The exchange of executed copies of this Agreement by facsimile, scanner/e-mail or other electronic transmission will constitute effective execution and delivery of this Agreement for all purposes. Signatures of the Parties transmitted by such methods will be treated in all respects as having the same effect as an original signature.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement or caused it to be extended in their names and on their behalf by their respected representatives thereunto duly authorized.

**MultiCare Health System:
("Training Site")**

**Western Washington University
("School")**

By: _____
Print Name: Darci Gibson
Title: Director – Culture & Talent Development
Date: _____
MultiCare's Contact Information:
Designated Representative: Jolita Perez
Designated Representative Title: College & Student Relations Specialist
Address: PO Box 5299; MS 603-1-HR
Tacoma, Washington 98415

By:  _____
Print Name: Brent Carbajal
Title: Provost & Vice President for Academic Affairs
Date: 8/23/18
School's Contact Information:
Designated Representative: Megan Bennett
Designated Representative Title: Audiology Clinic Supervisor
Address: WWU
Academic Instructional Center
East 3354
516 High St, MS 9171

Telephone: 253-403-5348
Facsimile: 253-403-1047
Email Address: Jolita.Perez@multicare.org
Copy to Email: ContractSupport@multicare.org

Bellingham WA, 98225
Telephone: (360) 650 -2137
Facsimile: _____
E-mail address: Megan.Bennett@wwu.edu
School's EIN (or UBI) No.: 371 010 319
