

EDUCATIONAL AFFILIATION AGREEMENT

This Educational Affiliation Agreement (“Agreement”) is entered into this 10th day of April, 2019 (“Effective Date”), by and between Virginia Mason Medical Center, a Washington nonprofit corporation, located at 1100 Ninth Avenue, Seattle, Washington 98101 (“VMMC”), and Western Washington University, a public higher education institution of the State of Washington, with its main campus located at 516 High Street, Bellingham, Washington 98225 (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 **Clinical Doctorate in Audiology (Au.D.) Graduate program** (“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 training 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.
- F. VMMC shall remain responsible for all aspects of patient care.

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 if less than four (4) weeks, 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 or the student will submit the VMMC Contractor/Student Fitness for Duty Compliance Certification forms (“Compliance Certification”) as may be required by VMMC Human Resources Department (“VMMC Workforce Relations”) for each student assigned to VMMC. The completed Compliance Certification forms must be submitted to and approved by VMMC Workforce Relations before a badge will be issued to the student or before authorizing said student to begin his/her assignment. SCHOOL acknowledges that VMMC may, at its discretion, revise such Compliance Certification to reflect changes to VMMC’s Fitness For Duty (“FFD”) requirements and such revised FFD requirements shall apply to any student seeking to train at VMMC under this Program.
- 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 annual aggregate, and shall provide VMMC with a valid certificate of professional liability insurance upon request.
- 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 monitored throughout the duration 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 in accordance with all applicable federal, state, and local confidentiality laws and regulations, including, but not limited to, Title II, Subtitle F, Section 261-264 of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), and its corresponding regulations issued under 45 C.F.R. Parts 160 and 164, 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. Students are covered under the student medical malpractice policy offered by the State of Washington, Office of Risk Management, while working in the Training Site.

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, pregnancy, genetic information, national origin, marital status, dishonorably discharged veteran or military status, sexual orientation, gender identity, or the presence of a physical, mental or sensory disability or perceived disability.
- 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.
- F. All notices given pursuant to this Agreement shall be effective if sent by certified mail, postage prepaid, return receipt requested, or by overnight mail by a reputable carrier, and addressed as follows:

SCHOOL: Western Washington University
Contract Administration,
516 High Street MS-1420
Bellingham WA 98225

VMMC: Senior Vice President and General Counsel
Virginia Mason Medical Center
MS: GB-ADM
1100 Ninth Ave
Seattle, WA 98101

WESTERN WASHINGTON UNIVERSITY

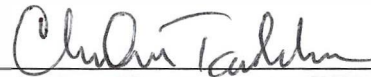


Brent Carbajal
Provost/Vice President for Academic Affairs

4/10/19

Date

VIRGINIA MASON MEDICAL CENTER



Charleen K. Tachibana, DNP, MN, RN, FAAN
Senior Vice President, Quality & Safety and CNO

4-8-19

Date