

EDUCATIONAL AFFILIATION AGREEMENT

THIS AGREEMENT is made this March 1, 2009 by and between Seattle Pacific University **School of Health Sciences** ("School") and Pacific County Health and Human Services Department ("Agency").

In consideration of the mutual promises and covenants contained herein, the parties are agreed as follows:

1. Purpose. The purpose of this Agreement is to establish a cooperative arrangement through which the Agency and the School can achieve their mutual goal of providing **educational opportunities in a clinical setting** to students interested in health care and related fields.
2. Terms. The initial term of this Agreement shall begin on March 1, 2009 and end on February 28, 2012, unless terminated pursuant to the provision of Paragraph 3 hereof. This Agreement shall be automatically extended to successive three-year terms beginning on March 1st of each year.
3. Termination.
 - 3.1 Cause. This Agreement may be immediately terminated by either party for any breach which is not corrected within fifteen (15) days after notification thereof.
 - 3.2 Other. This Agreement may be terminated by either party without cause at the end of the initial or any other term as follows:
 - (a) The Agency may terminate by giving the School at least ninety (90) days advance written notice of its intention to terminate prior to the end of the then current term;
 - (b) The School may terminate by giving the Agency at least thirty (30) days advance written notice of its intention to terminate prior to the end of the then current term;
 - (c) The parties may terminate by an agreement in writing signed by both parties.
4. Responsibilities of the School. The School hereby represents and covenants as follows:
 - (a) It will be solely responsible for the educational program, selection and academic evaluation of students assigned to the Agency, and, subject to Paragraph 5e, for the assignment of students according to schedules approved in advance by the Agency's Director of Staff Development or his/her designee.
 - (b) At its sole expense, the School will provide faculty supervisors to be responsible for student instruction at the participating Agency.
 - (c) It will set standards for the selection and employment of faculty members instructing students at the participating Agency.
 - (d) It will ensure that students and faculty assigned to the Agency adhere to Agency standards, policies and regulations; provided, however, such standards, policies or regulations do not violate the regulations, policies or standards of the School. The School will enforce these standards, policies, and regulations through discipline where necessary.

- (e) It will require nametags for students and faculty members so that Agency patients are aware of the relationship between these individuals and the Agency.
- (f) The School is responsible for training related to universal precautions and for maintaining records of student immunization and PPD status according to the Center for Disease Control's current standards. The School is also responsible for maintaining records of the student's Healthcare Provider CPR training.

5. Responsibilities of the Agency. The Agency hereby represents and covenants as follows.

- (a) It will permit students, under the direction of a faculty member from the School, to participate in the care of assigned patients commensurate with the students' level of education.
- (b) Within its established policies, the Agency will provide the student and faculty members with access to sources of information necessary for extramural education. These sources of information may include patient charts, care card files, procedure books and other reference materials.
- (c) It will permit students and faculty members access to parking and cafeteria facilities to the extent available.
- (d) It will provide the students and faculty members with conference space and storage space for personal articles to the extent available.
- (e) It will assume responsibility for validation that all of its health care providers are appropriately licensed and credentialed under the laws regulating their practice.
- (f) It will retain sole authority and sole responsibility for determining the appropriate degree of exposure of students to communicable disease at the Agency.
- (g) The Agency shall, if needed and at its own expense, request for each student placed at the Agency a criminal background check from the Washington State Patrol, pursuant to RCW 43.43.834 and .838.

6. General Covenants. The parties further agree and covenant as follows:

- (a) Neither party shall discriminate against any student participant or applicant for the program covered by this Agreement solely because of that person's race, color, sex, national origin or disability.
- (b) The parties will mutually determine the number of students who will participate in this program at any one time, as well as the length of time that each student will spend in the Agency.
- (c) The students and faculty members assigned to the Agency shall at no time be considered to be agents or employees of the Agency by virtue of their educational affiliation with the Agency under this Agreement.
- (d) Agency staff members participating in this program shall not, at any time or for any purpose, be considered faculty members, employees, or agents of the School.
- (e) The Agency shall provide interim emergency medical care and treatment to any student or faculty member engaged in this program who becomes ill or injured on the Agency

premises. This obligation terminates when the individual can be transferred to the care of a personal physician. Students and faculty members receiving care from the Agency will be responsible for the payment of routine medical charges, as stated in the Agency's fee schedule.

- (f) By the terms of this Agreement, neither the Agency nor the School grants or delegates any of its power-either statutory, administrative, implied, or otherwise-to the other.
- (g) The Agency shall have no obligation to pay compensation or to furnish meals to students or faculty members of the School.
- (h) The Agency staff and faculty of the School shall cooperate in the planning and administration of a suitable program of clinical instruction for the students involved in this program. The School will maintain proper records of each student's progress and competency.
- (i) Either party shall have the right to request that the program of education and/or training include any additional features which it may deem desirable. Both parties agree to give reasonable consideration to any such requests.
- (j) The School is not a partner or joint venturer with the Agency in connection with any activity carried on by the Agency, and the School shall have no obligation whatsoever with respect to the Agency's debts or liabilities arising out of any such activities.
- (k) The Agency may require a student to leave the Agency premises if the student fails to abide by the Agency's policies and procedures. A conference between authorized representatives of the Agency and the School shall be held at their earliest convenience to reach a mutual agreement to terminate or allow continued participation of such student.
- (l) Each party shall be responsible for its own liability arising from the acts or omissions of its employees, students, or agents occurring in the course of performing this Agreement. Thus, neither party agrees to assume any liability of the other, or to defend, indemnify, or hold harmless the other party, against any claims against the other party, or liability of the other party, arising from the other party's performance of this Agreement. Instead, all rights to indemnity and contribution between the parties to this Agreement shall be as provided by the laws of the State of Washington.
- (m) The administration of nursing service and patient care at the Agency shall be the sole responsibility and under the exclusive control and supervision of the Agency and shall be administered through the Agency staff.

7. Supervision of Students.

- (a) Undergraduate Students: School of Health Sciences undergraduate students are generally under the direct supervision of Health Sciences faculty members except for those assignments which are designed for students to be under indirect supervision, in which case School's Health Sciences faculty is available by phone or pager according to the guidelines of WAC 246-840-010. The School is responsible for the education and academic evaluation of said students.

- (b) Graduate Students: School of Health Sciences graduate students are under the indirect supervision of School's Health Sciences faculty members who assist and support the student's matched preceptor employed by the Agency and who provides direct clinical supervision for the student.
8. Health Insurance. It is understood and agreed that as a part of any School of Health Sciences student's enrollment in any of the educational programs of the School of Health Sciences, such student should provide the School with (i) evidence that such student is covered by a comprehensive health and accident insurance plan which will provide continuous coverage of such student during his or her participation or (ii) an acceptable written waiver signed by the student and releasing the School and the Agency from all liability for any illness or injury suffered by the student during such participation, unless the School or Agency acted with gross negligence.
9. Liability Insurance.
- (a) The School represents and warrants that the School and its students and faculty are protected against claims based upon the negligent conduct of School students and faculty while participating in the program established hereunder on the Agency's premises. This protection is provided by liability insurance in at least the amount of \$1,000,000. Prior to any student's participation in the educational program established hereunder, and on the first of September of each succeeding year, the School will provide the Agency with a certificate of insurance confirming coverage in at least the above amount.
- (b) The Agency represents and warrants that the Agency and its directors, employees, and agents are protected against claims based upon the negligent conduct of Agency employees while participating in the program established hereunder on the Agency's premises. This protection is provided by liability insurance of not less than \$1,000,000 per occurrence and not less than \$3,000,000 aggregate. Prior to any student's participation in the education program established hereunder, and on the first of September of each succeeding year, the Agency will provide the School with a certificate of insurance confirming coverage in not less than the above stated amount.
10. Malpractice Insurance. It is understood and agreed that any graduate student participating in a clinical experience with the Agency will also maintain, at their own cost and expense, professional liability insurance covering said student against malpractice claims in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 aggregate.
11. Contract Administration. For the purpose of administering this Agreement, the official representative of the School will be the Dean of the School of Health Sciences, and the official representative of the Agency will be its "Administrator."

12. Notice. Any notice required or desired to be given hereunder must be in writing and shall be effective when delivered in person or three days after deposit in the U.S. mail, registered and postage prepaid, and addressed as follows. The address to which notice may be given can be changed by written notice given in accordance with this section:

Notice to the School:

Attention: Dean
School of Health Sciences
Seattle Pacific University
3307 Third Avenue West
Seattle, WA 98119

Notice to the Agency:

Attention: Director
Pacific County Health and Human Services Department
PO Box 26
1216 W. Robert Bush Dr.
South Bend, WA 98586

13. Modification/Severability. This Agreement may be amended by mutual agreement expressed in writing and signed by both parties. For the purpose of modifying this Agreement, the signature of the Administrator shall be required on behalf of the Agency and signature of the Associate Vice President for Business and Finance, shall be required on behalf of the School. If any provision of this Agreement is held to be invalid or unenforceable, that provision shall be eliminated or limited to the minimum extent necessary such that the intent of the parties is effectuated, and the remainder of the Agreement shall have full force and effect.
14. Arbitration. In the event of a dispute over the meaning or performance of this Agreement, the parties agree to submit it to binding arbitration in which the prevailing party shall recover its reasonable attorney's fees and costs. If the parties are unable to agree upon a single arbitrator, each party shall select an arbitrator, the two selections shall in turn choose a third arbitrator. The third arbitrator so selected shall be the sole arbitrator to adjudicate the dispute.
15. Waiver. A waiver of a breach of any provision of this Agreement by either party shall not operate or be construed as a waiver of any subsequent breach by that party.
16. Jurisdiction. This Agreement shall be governed and construed in accordance with the laws of the State of Washington and venue shall be in King County, Washington.

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supercedes all prior or contemporaneous understanding, agreements, representations or warranties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

AGENCY:

By: Kathy Spoor
Director,
Pacific County Health and Human
Services Department

Kathy Spoor
Name Printed

Date: 11-26-08

SCHOOL: Seattle Pacific University

By: Craig G. Kispert
Craig G. Kispert
Assoc. Vice President for Business and
Finance

Date: 12/5/08

By: Dr. Lucille Kelley
Dr. Lucille Kelley
Dean of the School of Health Sciences

Date: 12/11/08