

AFFILIATION AGREEMENT

This Agreement is made and entered into between the **University of Washington School of Nursing at Seattle, at Bothell and at Tacoma** (“School”), located in Washington, and (“Training Site”), located in the State of 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, which desires clinical learning experiences and facilities for its students. 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 and Training Site will agree on the operational details of the clinical education program. These details include, but are not limited to, the following:

- Beginning dates and length of experience;
- 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 School’s faculty Liaison, and Training Site’s clinical education Supervisor and Preceptors, if any, identified elsewhere in this Agreement;
- Deadlines and format for student progress reports and evaluation forms.

2. School and Training Site may develop letter agreements to formalize the operational details. 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. 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.

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, letter, telephone, email, or other means of communication.

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. There will be no unlawful discrimination against any program participant or applicant covered under this Agreement because of race, color, creed, religion, national origin, citizenship, sex, pregnancy, age, marital status, sexual orientation, gender identity or expression, genetic information, disability, or veteran status.

SCHOOL'S RESPONSIBILITIES

7. School will provide information to Training Site concerning its curriculum. 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 notify Training Site in writing of any change or proposed change of its Liaison.

8. School will be responsible for instruction and administration of the students' academic education program. School will have the final responsibility for grading students.

9. School's faculty will communicate with the Training Site clinical education Supervisor(s) and Preceptor(s), if any, to discuss and evaluate the clinical education program.

10. School will provide the names and information relevant to the clinical education program at least four weeks before the beginning date of the clinical education program. School will notify Training Site in writing of any change or proposed change in a student's status.

11. School will ensure completion of all recommended immunizations and tuberculosis screening in accordance with CDC guidelines for health care personnel, upon program entry and again each time standards are changed or updated. School will provide documentation regarding students' compliance status (i.e. current status and expiration date) to Training Site upon request.

12. School will assign to Training Site 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.

13. School agrees to request a background check that includes national criminal information and Washington State's WATCH check, which must include the Child and Adult Abuse Law (CAAL) check pursuant to RCW 43.43.830-.842. School acknowledges that placement of each student at the Training Site is contingent upon background check information dated less than two years prior to the commencement of the practicum placement. Training Site acknowledges that School is not responsible for the accuracy of the information provided through this check and that School's provision of this check information does not relieve Training Site of any of its legal obligations related to these background checks.

14. School will encourage each student participating in the clinical education program to acquire comprehensive health and accident insurance that will provide continuous coverage of the 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

15. 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.

16. Training Site will supervise and provide students with a desirable clinical education experience within the scope of health care services provided by Training Site. 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.

17. 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. 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.

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

19. 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.

20. Training Site has 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.

21. On any day when a student is participating in the clinical education program, 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 all care. 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.

24. 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.

25. Students assigned to Training Site will remain students of School, and will not 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, agents, or students 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.

27. School will defend, indemnify and hold Training Site harmless from any loss, claim or damage arising from the negligent acts and omissions of its employees, officers, agents, and students, including negligence in performing its obligations under this Agreement. School maintains a professional liability coverage program under the authority of RCW 28B.20.250, .253, and .255. Through that authority, School provides professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate for its employees, officers, agents, and students (while training in a clinical setting at Training Site) in the performance of this Agreement.

28. Training Site will defend, 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 negligence in performing its obligations under this Agreement. Training Site 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).

29. Upon request, 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

30. This Agreement is effective (**date**), and will continue until terminated. This Agreement will be reviewed at the request of either party.

31. This Agreement may be terminated with ninety (90) days' written notice. 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.

PROVISIONS REGARDING BLOOD-BORNE PATHOGENS

32. School will train each student in the clinical education program in universal precautions and transmission of blood-borne pathogens. Training Site will provide personal protection equipment that is appropriate for the tasks assigned to School's students.

33. If 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 or School will be responsible for the costs of any such care, testing, and counseling.

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

MISCELLANEOUS PROVISIONS

35. 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.

36. Amendment. This Agreement may be modified by a subsequent written Agreement executed by the parties.

37. 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.

38. 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:

To School:

Jennifer Rathe, Paralegal
Administrator of Operations
Student and Academic Services
University of Washington
School of Nursing -- BOX 357260
Seattle, WA 98195
206-221-2457

To Training Site:

39. 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 days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile transmission or confirmation of receipt from other form of communication.

40. 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.

41. Severability. If any provision of this Agreement, or of any other Agreement, document, or writing pursuant to or in connection with this Agreement, is held to be wholly or partially invalid or unenforceable under applicable law, such provision will be ineffective to that extent only, without in any way affecting the remaining parts or provisions of this Agreement.

42. Waiver. Neither the waiver by any of the parties of a breach of or a default under any of the provisions of this Agreement, nor the failure 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.

43. Execution and Approval. The parties warrant that the officers/individuals signing below have been duly authorized to act for and on behalf of the Party for the purpose of executing this Agreement. The parties may also include the signatures of individuals who are responsible for the clinical or academic education program.

44. HIPAA. School will direct its students to comply with the policies and procedures of Training Site, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the students' role in relation to the use and disclosure of Training Site's protected health information, the students are defined as members of the Training Site's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the students are not and shall not be considered to be employees of the Training Site.

45. FERPA. The Parties acknowledge that certain information about students is contained in records maintained by School and that this information is confidential by reason of School policy and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. Section 1232(g) and applicable state law. In the event that Training Site has access to a student's records, Training Site shall keep confidential and shall not disclose any student records unless disclosure is (i) authorized by the School or student in writing; (ii) required by law or a court of competent jurisdiction; or (iii) permitted by this Agreement.

46. Third-Party Rights. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party.

SCHOOL:
UNIVERSITY OF WASHINGTON

TRAINING SITE:

By: _____
Jason Lindahl, Director
Health Sciences Strategic Planning & Development

By: _____

DATE: _____

University of Washington, School of Nursing

DATE: _____

By: _____

Jennifer Sonney, PhD, ARNP FAAN, FAANP
Associate Dean of Academic Affairs
University of Washington, School of Nursing

Date: _____