**WSU C # \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**WASHINGTON STATE UNIVERSITY**

**AND \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**HEALTH SCIENCES AFFILIATION AGREEMENT**

This Agreement is made and entered into between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (hereinafter referred to as “School”) located in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Washington State University, (hereinafter referred to as “Training Site”) located in Pullman, Washington. The purpose of this Agreement is for Training Site, which is committed to training health care professionals, to provide desirable practicum/clinical learning experiences and facilities for School’s students who are enrolled in its \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ program. In consideration of the mutual covenants and agreements contained herein, School and Training Site agree as follows:

**I. GENERAL PROVISIONS**

A. 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 practicum/clinical education program. These details include, but are not limited to, the following:

1. Beginning dates and length of experience (to be mutually agreed upon at least one month before the beginning of the practicum/clinical education program);
2. Number of students eligible to participate in the practicum/clinical education program;
3. Specific days, hours and locations for the practicum/clinical education program;
4. Specific learning objectives and performance expectations for students;
5. Specific allocation of responsibilities for the faculty Liaison, practicum/clinical education Supervisor, and Preceptors, if any, referenced elsewhere in this Agreement;
6. Deadlines and format for student progress reports and evaluation forms.

Any such letter agreements shall be attached 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.

B. School and Training Site will jointly plan the practicum/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.

C. School and Training Site will instruct their respective faculty, staff, and students participating in the practicum/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.

D. There will be no payment or charges of fees between School and Training Site, nor will students receive any monetary compensation for the practicum/clinical education program.

E. There will be no discrimination in the performance of this Agreement on the basis of race, religion, creed, color, national origin, families with children, sex, marital status, sexual orientation (including gender identity), age, genetic history, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability, or the use of a trained dog guide or service animal by a person with a disability, in compliance with (a) Presidential Executive Order 11246, as amended, including the Equal Opportunity Clause contained therein; (b) Section 503 of the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Act of 1974, as amended, and the Affirmative Action Clauses contained therein; (c) the Americans with Disabilities Act of 1990, as amended; and (d) applicable non-discrimination laws of the state of Washington. The parties further agree they will not maintain facilities which are segregated on the basis of race, color, religion, or national origin in compliance with Presidential Executive Order 11246, as amended, and will comply with the Americans with Disabilities Act of 1990, as amended, regarding programs, services, activities, and employment practices.

**II. SCHOOL’S RESPONSIBILITIES**

A. 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 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.

B. School will assure that an instructor is present at Training Site at all times students are involved in patient care unless there is a mutually agreed upon exception. During such times instructor is not present in the Training Site, an instructor will be readily available by phone or beeper if needed. The responsibilities of the Training Site staff as preceptors when instructor is off campus will be mutually agreed upon.

C. School’s faculty will meet with the Training Site practicum/clinical education Supervisor and Preceptors, if any, at the beginning and end of the practicum/clinical education program to discuss and evaluate the practicum/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.

D. School will provide the names and information pertaining to relevant education and training for all students enrolled in the practicum/clinical education program before the beginning date of the practicum/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.

E. School will obtain evidence of current immunizations against diphtheria, tetanus, measles (rubeola), mumps, rubella (or a positive rubella titer), and of hepatitis B immunization status for those students who will be in contact with patients/clients. For each student born after 1956, School will maintain on file records of positive titer or of post-1967 immunization for rubella and rubeola. At the time of immunization, students with no history of exposure to chicken pox will be advised to get an immune titer. School will require yearly PPD testing or follow-up as recommended if the student is PPD-positive. School will provide information to Training Site regarding student status concerning the above requirements.

F. School will assign to Training Site only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum in areas of occupational exposure to and protective practice for Tuberculosis or other air-borne diseases and who have current CPR certification.

G. School shall ask each student who may be placed at Training Site to obtain his/her criminal history background record from the Washington State Patrol, pursuant to RCW 43.43.830 and RCW 43.43.838, and to obtain a national criminal history background check, and for permission to release a copy of those records to School and to authorize the School to transmit the records or copies to the Training Site. School will provide Training Site with the names of any students who have failed to provide the requested records or who refuse to authorize the release of records to Training Site. The students will be informed that, whether or not they agree to obtain the record and agree to release it to WSU and the Training Site, Training Site may conduct the background inquiry directly. Training Site may refuse placement of a student who does not provide the requested records or who has a record of prior criminal conduct.

Training Site understands and agrees that any information forwarded to it by School has been procured through this process. School does not certify the veracity of the records provided and, furthermore, the obligation to conduct appropriate background checks and the liability for non-compliance therewith remains the responsibility of Training Site.

H. 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.

I. School will encourage each student participating in the practicum/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.

J. HIPAA. School shall direct its faculty and students to comply with the policies and procedures of the 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 purposes of defining the trainees’ role in relation to the use and disclosure of Training Site’s protected health information, as that term is defined in 45 CFR parts 160 and 164, the trainees 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, School’s students and faculty shall not be considered to be employees of Training Site.

**III. TRAINING SITE’S RESPONSIBILITIES**

A. Training Site will provide students with a desirable practicum/clinical education experience within the scope of health care services provided by Training Site. Training Site will designate Preceptors, if any, to be responsible for the practicum/clinical education program, and will designate in writing one person as the practicum/clinical education Supervisor, who will maintain contact with the School-designated Liaison to assure mutual participation in and review of the practicum/clinical education program and student progress.

B. 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 patient/client’s rights, including library resources and reference materials.

C. Training Site will make available to students basic supplies and equipment necessary for care of patients/clients and the practicum/clinical education program. Within the limitation of facilities, Training Site will make available office and conference space for students and, if applicable, School faculty.

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

E. Training Site retains full responsibility for the care of patients/clients, and will maintain the quality of patient/client care without relying on the students’ practicum/clinical training activities for staffing purposes.

F. 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 practicum/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/client care.

G. On any day when a student is participating in the practicum/clinical education program at its facilities, Training Site will provide to such student urgent health care or first aid for accidents occurring in its facilities as provided herein. Financial responsibility for such care, including care described elsewhere in this Agreement, will be as follows:

1. Training Site will not bill students for the cost of initial urgent care;
2. At the student’s expense, if appropriate, after initial urgent care, student may be transferred to a hospital emergency room for follow-up care, testing and counseling, including HIV testing, and counseling associated with that testing, in the absence of any similar service being immediately available from School’s health services;
3. The student will be responsible for the costs of any and all such follow-up care, testing and counseling.
4. If the student needs emergency care, Training Site will call an ambulance and have the student transported to a hospital for care. This transportation and care shall be at the student’s expense.

H. Inspection. Training Site will permit, on reasonable notice and request, the inspection of practicum/clinical and related facilities by agencies charged with responsibility for accreditation of School.

**IV. STUDENTS’ STATUS AND RESPONSIBILITIES**

A. 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 practicum/clinical education program.

B. Students are required to adhere to the standards, policies, and regulations of Training Site during their practicum/clinical education program.

C. Students will wear appropriate attire and name tags, and will conform to the standards and practices established by School during their practicum/clinical education program at Training Site.

D. 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.

**V. LIABILITY COVERAGE PROVISIONS**

A. Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, 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.

B. Training Site and its officers, employees, and agents, while acting in good faith within the scope of their official WSU duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060 et seq.), and successful claims against Training Site and its employees, officers, and agents in the performance of their official WSU duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130.

C. School maintains professional liability coverage that provides liability coverage for its employees, officers, and agents in the performance of this Agreement, and further provides the means for defense and payment of claims that may arise against such individuals. School shall provide proof of such insurance to Training Site upon request.

D. Training Site will accept placement of only those students who are insured against liability for actions or inactions occurring in the clinical setting. Students participating in the practicum/clinical education program must be covered by a student medical malpractice policy. The limits of such coverage shall be, at a minimum, $1,000,000 per occurrence. School will verify such coverage has been obtained prior to placement. Certificates of such coverage purchased by the student will be provided to Training Site upon request. Should proof of insurance not meet with Training Site’s approval and satisfaction, Training Site can refuse to accept any student for placement.

**VI. TERM**

A. This Agreement is effective beginning \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, and will continue thereafter from year to year. 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 practicum/clinical placement, maximum number of students for whom Training Site can provide a desirable practicum/clinical education experience, and the needs of other disciplines of schools requesting practicum/clinical placements.

B. This agreement may be canceled by either party, with or without cause, upon 90 days or more written notice; however, such termination shall not become effective for the students then enrolled in the practicum/clinical education program if such termination prevents completion of their requirements for completion of the practicum/clinical education program.

**VII. PROVISIONS REGARDING BLOOD-BORNE PATHOGENS**

A. School certifies that it has trained each student it sends to Training Site in universal precautions and transmission of blood-borne pathogens, and that it will send to Training Site only students who have been trained in and have practiced using universal precautions. School has required Hepatitis B (HBV) immunization status of all practicum/clinical education program students before assignment to Training Site. Training Site will provide personal protection equipment that is appropriate for the tasks assigned to School’s students.

B. In the event 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 practicum/clinical education program at Training Site, Training Site agrees that it will provide immediate urgent care only; then, at the request of the student and at the student’s cost, Training Site will call an ambulance to have the student transported to a hospital emergency department as soon as possible after the injury for any testing, treatment or counseling.

C. The source patient’s HBV, HCV and HIV status will be determined by Training Site in the usual manner to the extent possible. Training Site does not accept liability for any illness or injury subsequent to such accidental exposure, except as otherwise provided in this Agreement.

**VIII. MISCELLANEOUS PROVISIONS**

A. 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.

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

C. 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.

D. 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.

E. 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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To Training Site: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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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 (3) days after deposit in the U.S. mail, postage prepaid; or upon confirmation of successful facsimile transmission.

F. 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.

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

H. 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 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.

**IT IS SO AGREED.**

**School Washington State University**

**Approved By:**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_­ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Recommended By:**

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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