**INTERNSHIP AFFILIATION AGREEMENT**

This Agreement is made and entered into between **Western Washington University, Program** (hereinafter referred to as “Western”), located at Bellingham, Washington, and **Host Site (Healthcare)** (hereinafter referred to as “Host Site”), located at City, State. The purpose of this Agreement is for Host Site, which is committed to training health care professionals, to provide desirable clinical learning experiences and facilities for Western’s students who are enrolled in its Program Name and participating in the internship (hereinafter referred to as “Program”). In consideration of the mutual covenants and agreements contained herein, Western and Host Site agree as follows:

**I. GENERAL PROVISIONS**

1. Western and Host Site agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, Western may develop written learning plans with Host Site to formalize operational details of the Program for a student. These details include, but are not limited to, the following:

* Beginning dates and length of experience (to be mutually agreed upon at least one month before the beginning of the Program);
* Specific days, hours and locations for the Program;
* Specific learning objectives and performance expectations for students;
* Specific allocation of responsibilities for the student, Western faculty advisor and Host Site supervisors, if any, referenced elsewhere in this Agreement;
* Deadlines and format for student progress reports and evaluation forms.

Any such learning plans 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 learning plans signed by authorized representatives of each party.

1. Western and Host Site will jointly plan the Program and jointly evaluate students. Exchange of information will be maintained by on-site visits when practical and by letter, email or telephone.
2. Western and Host Site will instruct their respective faculty, staff, and students participating in the Program, to maintain confidentiality of student and patient information as required by law and by the policies and procedures of Western and Host Site.
3. There will be no payment of charges or fees between Western and Host Site.

1. There will be no discrimination against any program participant or applicant covered under this Agreement because of race, color, religion, national origin, age, handicap, status as a Vietnam era or disabled veteran, sex, or sexual orientation, nor will Western or Host Site engage in such discrimination in their employment or personnel policies.

**II. WESTERN’S RESPONSIBILITIES**

1. Western will provide information to Host Site concerning its curriculum and the professional and academic credentials of its faculty for the students at Host Site. Western will designate an appropriately qualified and credentialed faculty member to coordinate and act as the “faculty advisor” with Host Site. Western will be responsible for instruction and administration of the students’ academic Program. Western will notify Host Site in writing of any change or proposed change of its Liaison. Western will have the final responsibility for grading students.

1. Western will provide the names and information pertaining to relevant education and training for all students enrolled in the Program at least four weeks before the beginning date of the Program. Western is responsible for supplying any additional information required by Host Site as set forth in this Agreement, prior to the arrival of students. Western will notify Host Site in writing of any change or proposed change in a student’s status.

1. Western will ensure that the student meets the Host Site requirements regarding immunization, background checks, drug screening and first aid and CPR certifications. Copy of the requirements are attached to this Agreement as EXHIBIT A.
2. Western will assign to Host Site only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum and who have evidence of completion of a CPR/First Aid course based on American Heart Association or American Red Cross guidelines and related to the age group(s) with whom they will be working.

1. Western shall ask each student who may be placed in Host Site to obtain his/her criminal history background record from the Washington State Patrol, pursuant to RCW 43.43.834 and RCW 43.43.838, to release a copy of that record to Western, and to authorize the Western to transmit that record or copy thereof to Host Site. Before the start of training, Western will provide Host 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 Host Site. The students will be informed that, whether or not they agree to obtain the record and agree to release it to Western and Host Site, Host Site may conduct the background inquiry directly and the Host Site may refuse placement of a student who does not provide the requested records or who has a record of prior criminal conduct.

Host Site understands and agrees that any information forwarded to it by Western has been procured through this process. Western 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 Host Site.

1. Western will comply with and encourage that students comply with the policies and procedures established by Host Site. Western will notify each student of his/her status and responsibilities pursuant to this Agreement. This includes notification to students of the need to procure the insurance coverage required by the Host Site as identified in section V. C. below prior to being admitted to the Host Site.

1. Western will encourage each student participating in the Program to acquire comprehensive health insurance that will provide continuous coverage of such student during his or her participation in the Program. Western will inform students that they are responsible for their own health needs, health care costs, and health insurance coverage.

**III. HOST SITE’S RESPONSIBILITIES**

1. Host Site will provide students with a desirable clinical education experience within the scope of health care services provided by Host Site. Host Site will designate in writing Host Site supervisors, if any, to be responsible for the Program and who will maintain contact with the Western faculty advisor to assure mutual participation in and review of the Program and student progress. Host Site will submit in writing to Western the professional and academic credentials for the Host Site supervisors. Host Site will notify Western in writing of any change or proposed change of the Host Site supervisors.

1. Host Site will provide students with access to sources of information necessary for the Program, within Host Site’s policies and procedures and commensurate with patients’ rights, and health and safety, including library resources and reference materials.

1. Host Site will make available to students necessary supplies and equipment necessary for care of patients/clients and the Program.

1. Host Site will submit required reports on each student’s performance and will provide an evaluation to Western’s faculty advisor on forms provided by Western.

1. Host 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.

1. Host 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, Host Site supervisor will notify Western’s faculty advisor of the action taken. All final resolutions of the student’s academic status in such situations will be made solely by Western after reviewing the matter and considering whatever written factual information Host Site provides for Western; however, Host 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.

1. On any day when a student is participating in the Program at its facilities, Host 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.

1. Except as provided in this Agreement, Host Site will have no obligation to furnish medical or surgical care to any student.
2. Host Site will comply with the Family Educational Rights and Privacy Act (FERPA).

**IV. STUDENTS’ STATUS AND RESPONSIBILITIES**

1. Students will have the status of learners and will not replace Host Site personnel. Any service rendered by students is incidental to the educational purpose of the Program.

1. Students are required to adhere to the standards, policies, and regulations of Host Site during their Program.

1. Students will wear appropriate attire and name tags, and will conform to the standards and practices established by Western during their Program at Host Site.

1. Students assigned to Host Site will be and will remain students of Western, and will in no sense be considered employees of Host Site. Host Site does not and will not assume any liability under any law relating to Worker’s Compensation on account of any Western 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 Host Site, nor will Host Site otherwise have any monetary obligation to Western or its students by virtue of this Agreement.

**V. LIABILITY COVERAGE PROVISIONS**

1. 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

1. Western is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against Western and its employees, officers, and agents in the performance of their duties under this Agreement will be paid from the tort claims liability account as provided in Chapter 4.92 RCW.
2. In order to be accepted at the Host Site, students will be required to maintain student medical malpractice insurance while working in the Host Site.

1. Host Site maintains commercial general and professional liability insurance coverage. Through that coverage, Host Site 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.

**VI. TERM**

1. This Agreement is effective beginning  , 20XX, and will continue thereafter from year to year. This agreement will be reviewed no later than three years from its effective date, or earlier at the request of either party. Western and Host 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 Host Site can provide a desirable clinical education experience, and the needs of other disciplines or schools requesting clinical placements.

1. This agreement may be canceled by written notice one year prior to termination; however, such termination shall not become effective for the students then enrolled in the Program if such termination prevents completion of their requirements for completion of the Program.

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

1. 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 Program at Host Site, Host Site agrees to provide the following services:

* Being seen by Host 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 will be responsible for the costs of any and all care, testing, counseling, and obtaining necessary follow-up care.

1. The source patient’s HBV, HCV and HIV status will be determined by Host Site in the usual manner to the extent possible.

**VIII. MISCELLANEOUS PROVISIONS**

1. 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.

1. Amendment. This Agreement may be modified only by a subsequent written Agreement executed by the parties. The provisions in this Agreement may not be modified by any attachment or placement agreement as described elsewhere in this Agreement.

1. 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, including learning plans and exhibits, in reverse chronological order.

1. 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.

1. Notices. All notices, demands, requests, or other communications required to be given or sent by Western or Host Site, will be in writing and will be mailed by first-class mail, postage prepaid, or transmitted by hand delivery or email, addressed as follows:

(a) To Western:

Dr.

Professor

Western Washington University

Department.

516 High Street

Bellingham WA 98225

Phone

email

(b) To Host Site:

Name

Title

Host Site Name

Address

Address

Phone

email

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 email.

1. Survival. Western and Host Site expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.

1. 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.

1. 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.

1. Inspection. Host Site will permit, on reasonable notice and request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of Western.

1. HIPPA. Western voluntarily provides students with training on the requirements of the Health Insurance Portability and Accountability Act (HIPAA). Host Site will provide additional training on Host Site’s specific HIPAA policies and procedures. Western will direct its students and faculty to comply with the policies and procedures of Host Site. No protected healthcare information (PHI) is anticipated to be exchanged between Host Site and Western. Solely for the purpose of defining students’ role in relation to the use and disclosure of Host Site’s PHI, students acting pursuant to this Agreement are defined as members of Host Site’s workforce. However, Western’s students and faculty shall not be considered to be employees of Host Site.

For:

**WESTERN WASHINGTON UNIVERSITY HOST SITE**

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Dr. Brent Carbajal Date Name Date

Provost & Vice President for Academic Title

Affairs

Approved as to form:

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Name Date

Assistant Attorney General