



## AFFILIATION AGREEMENT

This Agreement is made and entered into between the **University of Washington School of Public Health** (“School”), located at Seattle, Washington, and **Agency Name** (“Training Site”), located at **City, State**. The purpose of this Agreement is for Training Site, which is committed to training health care professionals, to provide desirable practicum experiences and facilities for School’s 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 may develop letter agreements with Training Site to formalize operational details of the practicum experience. 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 practicum experience);
- Number of students eligible to participate in the practicum experience;
- Specific days, hours and locations for the practicum experience;
- Specific learning objectives and performance expectations for students;
- Specific allocation of responsibilities for the Liaison and Practicum Site Supervisor referenced elsewhere in this Agreement;
- Deadlines and format for student progress reports and evaluation forms.

2. Any such letter agreements will be considered 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.

3. School and Training Site will jointly plan the practicum experience and jointly evaluate students. Exchange of information will be maintained by on-site visits when practical and by letter, email or telephone in other instances.

4. School and Training Site will instruct their respective faculty, staff, and students participating in the practicum experience, to maintain confidentiality of student and client 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, religion, national origin, age, handicap, status as a Vietnam era or disabled veteran, sex, or sexual orientation, nor will School or Training Site engage in such discrimination in their employment or personnel policies.

### SCHOOL'S RESPONSIBILITIES

7. 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’s Manager of Experiential Learning, identified in Section 37 of this Agreement, will act as the Liaison with Training Site. School will notify Training Site in writing of any change or proposed change of its Liaison. School will be responsible for instruction and administration of the students’ academic education program. School will have the final responsibility for grading students.

8. School’s faculty will communicate with Training Site’s Practicum Site Supervisor at the beginning and end of the practicum experience to discuss and evaluate the practicum experience.

9. School will provide the names and information pertaining to relevant education and training for all students enrolled in the practicum experience at least four weeks before the beginning date of the practicum experience. 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.

10. School will ensure evaluation of students' immune status with regard to current CDC standards for health-care personnel, upon program entry and again each time standards are changed or updated. School will also ensure students receive initial and annual tuberculosis screening according to current CDC guidelines.

11. School agrees to request a WATCH check, which must include a "Child and Adult Abuse Law" criminal background check (hereinafter "CAAL check"), through the Washington State Patrol, pursuant to RCW 43.43.830-842. Upon request, School agrees to provide Training Site with a copy of the CAAL check results School receives from the Washington State Patrol pertaining to each student considered for placement at Training Site. School acknowledges that placement of each student at the Training Site is contingent upon provision of CAAL check information dated less than two years prior to the commencement of the practicum experience. Training Site acknowledges that School is not responsible for the accuracy of the information provided through the CAAL check and that School does not certify the veracity of the results provided. Training Site further acknowledges that School's provision of the CAAL check results does not relieve Training Site of any of its legal obligations related to background checks.

12. School will direct students to comply with the policies and procedures established by Training Site.

13. School will encourage each student to acquire comprehensive health and accident insurance that will provide continuous coverage of the student during his or her participation in the practicum experience. School will inform students that they are responsible for their own health needs, health care costs, and health insurance coverage.

#### **TRAINING SITE'S RESPONSIBILITIES**

14. Training Site will supervise and provide students with a desirable practicum experience within the scope of health care services provided by Training Site. Training Site will designate in writing one person as the Practicum Site Supervisor, who will maintain contact with the School-designated Liaison to assure mutual participation in and review of the practicum experience and student progress.

15. Training Site will provide students with access to sources of information necessary for the practicum experience, within Training Site's policies and procedures and commensurate with clients' rights, including library resources and reference materials.

16. Training Site will make available to students basic supplies and equipment necessary for practicum experience. Within the limitation of facilities, Training Site will make available office and conference space for students and, if applicable, School faculty.

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

18. Training Site retains full responsibility for the care of clients, and will maintain the quality of client care without relying on the students' practical activities for staffing purposes.

19. Training Site will have the right to take immediate temporary action to correct a situation where a student's actions endanger client care. As soon as possible thereafter, Training Site's Practicum Site 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 services.

#### **STUDENTS' STATUS AND RESPONSIBILITIES**

20. 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 experience.

21. Students are required to adhere to the standards, policies, and regulations of Training Site during their practicum experience.

22. Students will wear appropriate attire and name tags, and will conform to the standards and practices established by School during their practicum experience at Training Site.

23. 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 student performing activities or traveling pursuant to this Agreement. Except for when a specific agreement is made between School or student and Training Site, 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

24. Each party to this Agreement will be responsible for the negligent acts or omissions of its own employees, officers, students, and 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.

25. School will defend, indemnify and hold Training Site harmless from any loss, claim or damage arising from the negligent acts or omissions of its employees, officers, agents, and students, including negligence connected with performing its obligations under this Agreement, and the independent negligence of students. 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 participating in a practicum experience at Training Site) in the performance of this Agreement.

26. 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 the negligent supervision of students, and 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).

27. Both 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

28. This Agreement is effective beginning **May 1, 2019**, and will continue thereafter from year to year. This Agreement will be reviewed at the request of either party.

29. This Agreement may be terminated by written notice one year prior to termination; however, such termination shall not become effective for the students then enrolled in the practicum experience if such termination prevents completion of their requirements for completion of the practicum experience.

### PROVISIONS REGARDING BLOOD-BORNE PATHOGENS

30. School has trained each student it will send to Training Site in universal precautions and transmission of blood-borne pathogens, and will send to Training Site only students who have practiced using universal precautions. Training Site will provide personal protection equipment that is appropriate for the tasks assigned to School's students.

31. 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 experience at Training Site, Training Site agrees to provide the following services:

- Provide or, at the option of the student, assist with seeking emergency medical care, at the student's expense;
- Provide HIV counseling and appropriate testing, at the student's expense; and
- Cooperate in the identification of and documentation for the source individual.

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

### MISCELLANEOUS PROVISIONS

33. 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.

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

35. 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.

36. 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.

37. 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:

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| (a) <u>To School:</u><br>Manager of Experiential Learning<br>University of Washington<br>SPH, Office of the Dean<br>Box 357230<br>Seattle, WA 98195-7230<br>Fax: (206) 685-9975<br>Email: <a href="mailto:impactph@uw.edu">impactph@uw.edu</a> | (b) <u>To Training Site:</u><br><b>Site Signer &amp; Address</b> |
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38. 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.

39. 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.

40. 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.

41. 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.

42. Inspection. Training Site will permit, on reasonable notice and request, the inspection of its facilities by agencies charged with responsibility for accreditation of School.

43. HIPAA. School shall 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. School voluntarily provides its students with training on the requirements of the Health Insurance Portability and Accountability Act (HIPAA). Training Site agrees to provide information on Training Site's specific policies and procedures governing use and disclosure of protected health information. Solely for the purpose of defining the students' role in relation to the use and disclosure of Training Site's protected health information, 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 trainees are not and shall not be considered employees, volunteers, or agents of the Training Site by virtue of this provision.

44. 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.

45. 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.

UNIVERSITY OF WASHINGTON SCHOOL OF PUBLIC HEALTH

SITE NAME

By \_\_\_\_\_ Date \_\_\_\_\_  
Jason Lindahl  
Director  
Health Sciences Administration

By \_\_\_\_\_ Date \_\_\_\_\_  
Name  
Title

By \_\_\_\_\_ Date \_\_\_\_\_  
Uli Haller, MBA  
Asst. Dean, Finance & Administration  
UW School of Public Health