

**EDUCATIONAL AFFILIATION AGREEMENT**  
BETWEEN  
**UNIVERSITY OF NORTHERN COLORADO**  
**COLLEGE OF NATURAL and HEALTH SCIENCES**  
AND  
**EDMONDS SCHOOL DISTRICT**

**THIS EDUCATIONAL AFFILIATION AGREEMENT** is made June 1, 2021, between the State of Colorado acting by and on behalf of the BOARD OF TRUSTEES FOR THE UNIVERSITY OF NORTHERN COLORADO, an institution of higher education organized and existing under the laws of the State of Colorado, for the use and benefit of the College of Natural and Health Sciences, 501 20<sup>th</sup> Street, Campus Box 134, Greeley, Colorado 80639 ("College"), and EDMONDS SCHOOL DISTRICT, 20420 68th Avenue West, Lynnwood, Washington 98036 ("Agency").

**FACTUAL RECITALS**

A. The purpose of this Agreement is to secure various clinical, practicum, or internship/externship experience sites for students enrolled in the College's accredited academic programs and/or educational requirements and/or as required for the award of a degree in a particular area of study, students must complete supervised experience.

B. College has established and is a provider of degreed programs for the education of students studying natural and health sciences identified as Athletic Training, Audiology Speech-Language Sciences, Biological Sciences, Chemistry and Biochemistry, Community Health, Dietetics, Earth Sciences, Gerontology, Human Services, Rehabilitation Counseling and Sciences, Mathematical Sciences, Nursing, Nutrition, Physics, Recreation Tourism and Hospitality, and Sport and Exercise Science, hereinafter referred to as "Programs", which require the educational facilities of Agency. College desires students to have clinical educational experiences that can be provided by Agency under the terms and conditions set forth in this Agreement.

C. Clinical or internship education and experience is a required and is an integral component of the College Program, and College desires that certain of its students, and when appropriate, certain of its faculty members be permitted to visit and utilize Agency's premises to afford such students and faculty the opportunity to engage clinical educational experiences.

D. College desires to enhance educational programs and clinical education of College's students by and through this Educational Affiliation Agreement because Agency recognizes the need for expansion of the educational development of healthcare professionals, and desires to make its premises available for such purposes. Agency is an established provider of such services. Agency has the facilities and professional staff appropriate for this internship.

E. The parties agree that no money will be paid by either party to the other under the terms and conditions of this Agreement and that the mutual benefits contained herein constitute sufficient consideration.

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein, Agency and College agree as follows:

**1. DEFINITIONS.** The following definitions apply:

1.1 "Internship" means a program of study as part of a College course or degree requirement, conducted in cooperation with the Agency, whereby students receive supervised experience and instruction in a professional setting.

1.2 "Site Supervisor" means that person employed or retained by the Agency as responsible for the development and administration of the internship affiliation with the College.

1.3 "Student" means a person enrolled in an academic program at College who is to perform the internship.

1.4 "College Supervisor" means the person employed or retained by College who is responsible for the development and administration of this internship affiliation with the Agency.

## **2. RESPONSIBILITIES OF COLLEGE**

2.1 College will plan and implement an educational program for its students, such as plan and determine the adequacy of the educational experience of its students in theoretical training, basic skills in the provision of health care, professional ethics, attitude and behavior. College will determine a student's final grade. College will notify the Agency of each student's assignment and schedule, including the dates and purpose of affiliation, the name of each student, and the level of academic preparation. Agency may approve or disapprove all schedules and assignments.

2.2 College will advise students and faculty assigned to Agency of their responsibility for complying with the policies, rules and regulations of the Agency.

2.3 College's students will maintain health insurance and be responsible for all medical expenses incurred during a clinical or internship experience, and College will provide Agency with the names, and other pertinent information about each student to be assigned to Agency at least four (4) weeks prior to the student's assignment at Agency. College will also begin and provide Agency with advanced notice of its intention to remove a student from any clinical assignment at Agency.

2.4 Under its insurance program, College's employees are provided liability insurance coverage protection from claims arising out of state and federal law. Any student working offsite as part of an intern program or work study program shall be provided professional and general liability insurance coverage but only with respect to such a student's conduct within the scope of the intern program or work study program. A certificate evidencing the State's insurance program will be provided upon request.

2.5 Workers' compensation coverage is also provided for students who are participating in on-the-job training programs as a result of an accredited academic program and who receive no pay or remuneration from Agency.

2.6 If required by Agency, Agency will notify College that each student must obtain a personal professional and general liability insurance within Agency's required limits of \$1,000,000 per occurrence/\$3,000,000 aggregate. College will notify each student to provide to Agency a copy of said insurance requirement and further to provide any change in coverages within thirty (30) days prior to any change going into effect.

2.7 College will educate students in HIPAA confidentiality and in universal blood and body fluid precautions, and to provide a current health record showing the student's physical status and all required immunizations and vaccinations, current Mantoux method PPD, and follow-up on exposures.

2.8 College has instructed students to comply with all requirements of this Agreement in a competent and professional manner, and in compliance with applicable guidelines, laws and regulations such as JCAHO, Medicare, and other applicable agencies.

## **3. RESPONSIBILITIES OF THE AGENCY**

3.1 Agency will retain ultimate responsibility for provision of all client/patient care or patron service and that such care or service is its first priority of care to its patients or residents.

3.2 Agency will make available to assigned students, appropriate working environment, excluding living accommodations, equipment and supplies in order to provide supervised clinical educational experiences.

3.3 Agency will evaluate the performance of the College student(s) using forms provided by College. Agency will permit College students to perform services for Agency only when under the direct supervision of a registered, licensed or certified Agency caregiver in the discipline in which supervision is to be provided. Students will work, perform assignments, and participate in rounds, clinics, staff meetings, and in-service education programs at the discretion of supervisors designated by the Agency.

3.4 Agency will designate a Site Supervisor to coordinate this program and function as clinical supervisor with College's designated coordinator.

3.5 Agency will advise College in a timely manner of any serious deficiency noted in an assigned student's performance. In such event, the Agency and College will attempt to devise a plan by which the student may be assisted in achieving the stated objectives of the educational program or discharged from the program. Agency has the right to require College to withdraw any student whose health (despite reasonable accommodation) or performance is a detriment to patient, client or patron well-being or to the achievement of the objectives of the affiliation.

Agency may immediately remove from the premises any student who poses an immediate threat or danger to personnel, or property, or for unprofessional behavior.

3.6 Agency requires criminal background checks of every student or faculty member. College shall notify each student and faculty member of this requirement prior to enrollment or participation in the Program. It shall be the responsibility of the student to ensure that (i) timely arrangements for the background checks are made; (ii) such checks are conducted by a third party approved by Agency and (iii) the results of the background checks are forwarded directly to Agency. Student shall bear the costs associated with such checks unless otherwise agreed to by Agency.

#### **4 MUTUAL RESPONSIBILITIES OF COLLEGE AND AGENCY**

4.1 College and Agency will determine the number of students assigned to the Agency and the length of the assignment.

4.2 This Agreement does not contemplate the payment of a fee or remuneration by either party to the other. By entering into this Agreement, the parties hereto contemplate that this Agreement anticipates an independent working relationship. It does not intend that any party of one entity be or become an employee of the other party, except that to the extent that the activities performed hereunder are subject to the provisions of the Healthcare Information Portability and Accountability Act of 1996 ("HIPAA"), the student shall be deemed a member of the Agency's workforce at all times while performing the internship duties and activities.

4.3 Both parties agree that each will not discriminate on the basis of race, sex, creed, color, age, national origin, individual handicap, veteran status, sexual orientation or political affiliation in any aspect of student selection for clinical experiences or in disciplining procedures.

4.4 Both parties mutually agree to modify this Agreement to comply with the requirements of any privacy act with respect to the confidentiality of College, Agency or student confidential information, rules and safeguards for covered data and information which may be anticipated under this Agreement (covered data and information includes both paper and electronic records). Any provision of this Agreement creating obligations extending beyond the term of this Agreement will survive the expiration or termination of this Agreement, regardless of the reason for termination.

4.5 This Agreement will become effective upon last date of execution by the parties and will remain in effect until any provisions for termination contained herein may allow. In the event this Agreement is terminated as contemplated herein, students who are participating in the clinical learning experiences at the time of termination will be allowed to complete the experience for the then current school semester under the terms and conditions herein. Either party may terminate this Agreement at any time during its term with or without cause or by giving thirty (30) days prior written notice to the other party.

4.6 Any amendments to this Agreement will be effective only if in writing and signed by the parties hereto.

4.7 The invalidity or unenforceability of any provision of this Agreement will not affect the validity or any other provision.

4.8 It is the intent of the parties that no individual or entity be construed or considered to be an intended or implied as a third-party beneficiary under this Agreement. It is the express intention of the undersigned parties that any entity, other than the undersigned parties, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

4.9 No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other breach of this Agreement, whether of a similar or dissimilar nature.

4.10 For the purpose of this Agreement, the individuals identified below are hereby designated representatives of the respective parties. Either party may from time to time designate in writing substitute addresses or persons to whom such notices shall be sent:

Please complete the following information:

If to Agency:

Lydia Sellie  
Executive Director of Business & Finance  
Edmonds School District  
20420 68th Ave W  
Lynnwood, WA 98036  
Phone: (425)431-7079  
Email: selliel812@edmonds.wednet.edu

If to College:

Dr. Kamel Haddad, Dean  
College of Natural & Health Sciences  
University of Northern Colorado  
501 20<sup>th</sup> St, Campus Box 134  
Greeley, CO 80639  
Phone: 970-351-2877[https://drive.google.com/file/d/1AlgeKLDJruaYuqQuKew7qzMqmQipZJ\\_x/view?usp=sharing](https://drive.google.com/file/d/1AlgeKLDJruaYuqQuKew7qzMqmQipZJ_x/view?usp=sharing)

Any notice mailed in compliance with this clause will be deemed to have been given upon the earlier of receipt or three days after deposit, except that notice of change of address will not be deemed effective until actual receipt by the intended recipient.

4.11 Neither party may assign its rights or obligations hereunder without the prior written approval of the other party, which approval shall not be unreasonably withheld.

4.12 The person(s) executing this Agreement on behalf of each party warrants that such person has full authorization to execute this Agreement.

4.13 Each party may enter into similar agreements with other training institutions, provided that such agreements do not materially interfere with the ability of each party to carry out its obligations hereunder.

4.14 This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Should a dispute arise, the parties agree to first resolve the issue between legal counsel, then failing resolution, to seek relief in a court of competent jurisdiction.

4.15 This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

THIS Educational Affiliation Agreement contains the entire understanding of the parties and supersedes any and all previous agreements.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

COLLEGE (STATE):  
STATE OF COLORADO

AGENCY:  
Edmonds School District

Jared S. Polis, Governor  
Acting by and through the  
Board of Trustees for the  
University of Northern Colorado and its  
College of Natural and Health Sciences

By: \_\_\_\_\_  
Dr. Kamel Haddad, Dean                      Date

By: \_\_\_\_\_  
Name    Date

Title: \_\_\_\_\_