



8/2020 - on going year by year,
to be reviewed 3 yrs from
it's effective date.
Aug 2020 - July 2023

STUDENT AFFILIATION & PLACEMENT AGREEMENT

This Agreement is made and entered into by and between **Eastern Washington University** ("EWU"), located at 526 5th St, Cheney, WA 99004 and **Arlington Public Schools**, located at 315 N. French Avenue, Arlington, WA 98223.

The purpose of this Agreement is to cooperate in providing **practicum placement educational experiences** ("Program") for **Psychology students of EWU**. In consideration of the mutual benefits of such a Program, the parties to this Agreement agree that the Program shall be covered by and subject to the following conditions:

A. MUTUAL RIGHTS AND RESPONSIBILITIES

1. The parties agree to cooperate in jointly planning the Program through EWU at the Agency and in jointly evaluating EWU students.
2. The parties agree to comply with all applicable state and federal laws, rules, regulations, and executive orders governing equal employment opportunity, immigration and nondiscrimination, including the Americans with Disabilities Act. Neither party will discriminate, to the extent required by state and federal law, on the basis of race, religion, color, national origin, marital status, sex, sexual orientation, gender identity, age, genetic information, pregnancy, honorably discharged veteran or military status, or the presence of any sensory, mental or physical disability.
3. Visits by EWU staff to the Agency for the purposes of planning and evaluating the Program, discussing student performance, learning new skills, and arranging for additional educational experiences will be welcomed.
4. EWU and Agency will instruct their respective faculty, staff, and students participating in the Program, to maintain confidentiality of student and patient information as required by law, including, but not limited to the Family Educational Rights and Privacy Act (FERPA), the Health Insurance Portability and Accountability Act (HIPAA) and by the respective policies and procedures of EWU and Agency.
5. EWU, at its discretion, will refer students to participate in the Program at Agency. Before agreeing to take students, the Agency may ask for certain documentation regarding the students, such as immunization records or criminal background checks. EWU will inform students that they must provide the information requested by the Agency if they wish to participate in the Program at the Agency. Agency may refuse to allow students to participate at its location(s) for any lawful reason. Additional information about EWU's responsibilities is contained in section B.
6. The students and the Agency staff shall conduct themselves in accordance with the professional organizational standards of conduct applicable to their discipline.
7. Before publishing any material based on a student's experience at Agency under this Agreement, EWU students and staff must obtain prior written approval from the Agency and EWU.
8. There will be no payment of charges or fees between EWU and Agency.

B. EWU RESPONSIBILITIES

1. Assure continuing compliance with the educational standards established by the professional accrediting association. EWU will be responsible for instruction and administration of the students' academic education program.
2. Plan and administer the Program, while encouraging Agency staff participation. EWU will provide information to Agency concerning its curriculum and the professional and academic credentials of its faculty for the students at the Agency.

8/10/2020 Board Meeting ✓

• Eastern WA Univ Psych

Affiliation Agreement

3. Designate an appropriately qualified and credentialed faculty field instructor ("FFI") to coordinate and act as the liaison with Agency.
4. Refer for participation in the Program only those students who have successfully completed all prerequisite academic requirements for the Program.
5. Provide the Agency with the names of students and information regarding the students' level of preparation and prior experience as well as materials for the evaluation of the students prior to the arrival of students. EWU is responsible for supplying any additional information required by Agency as set forth in this Agreement, prior to the arrival of students. EWU will notify Agency in writing of any change in a student's status.
6. Determine the students' final grade for the educational experience.
7. If required by the Agency, EWU will instruct students to provide Agency evidence of current immunizations relevant to the Program and prior to participating in the Program.
8. If required by Agency, EWU will instruct students to provide Agency 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.
9. If required by the Agency, EWU shall ask each student who may be placed at Agency to obtain a national criminal background check and to obtain fingerprinting through Washington State ESD Fingerprinting Services prior to commencement of the student's learning experiences, and for permission to release a copy of those records to EWU and to authorize EWU to transmit those records or copies to the Agency. EWU will provide Agency with the names of any students who have failed to provide the requested records or who refuses to authorize the release of records to Agency. The students will be informed that whether or not they agree to release them to EWU and the Agency, the Agency may conduct the background inquiries directly. The Agency may refuse placement of a student who does not provide the requested records or who has a record of prior criminal conduct. Agency understands and agrees that any information forwarded to it by EWU has been procured through this process. EWU 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 Agency.
10. Comply with and ensure, to the extent possible, that students comply with the policies and procedures established by Agency. EWU 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 Agency as identified below prior to being admitted to the Agency.
11. Encourage each student participating in the Program to acquire comprehensive health and accident insurance that will provide continuous coverage of such student during his or her participation in the Program. EWU will inform students that they are responsible for their own health needs, health care costs, and health insurance coverage.

C. AGENCY RESPONSIBILITIES

1. Designate an agency field instructor ("AFI") to act as liaison with EWU and to provide the students and EWU with feedback on the students' performance. Agency will submit in writing to EWU the professional and academic credentials for the AFI. Agency will notify EWU in writing of any change or proposed change in the AFI. If applicable, the AFI shall personnel have a minimum of two years of professional experience in the role of AGENCY counselor as described in the Washington State Laws Relating to Counseling,
2. 18.19 RCW, WAC 246-810-534 (11/99). The AGENCY will provide a student case load appropriate to the Counseling Trainee's level and ability and of adequate size and variety to help expedite the educational experience;

3. Provide students with a desirable practicum educational experience within the scope of services provided by Agency. Provide a patient/client caseload appropriate to the students' level and ability and of adequate size and variety to ensure the educational experience.
4. Provide the students with instruction and practical experience on new equipment and techniques as acquired. Agency will make available to students basic supplies and equipment, including an Agency vehicle or student vehicle mileage reimbursement, necessary for care of patients/clients and the Program. Within the limitation of facilities, Agency will make available office and conference space for students and, if applicable, the FFI.
5. Submit required reports on each student's performance and evaluate the students in accordance with EWU policies.
6. Retain full and sole responsibility for the care rendered to patients/clients, and maintain the quality of patient care without relying on the students for staffing purposes.
7. Provide an orientation for the student covering the rules, regulations, procedures, facilities, and equipment of the Agency.
8. Maintain an environment free from recognized hazards and ensure a healthy and safe environment for all students and members of its community.
9. Notify EWU as soon as possible of any problems arising with the students or the Program. Agency will have the right to take immediate interim action to correct a situation where a student's actions endanger patient care. As soon as possible thereafter, the AFI will notify EWU of the action taken. Agency will cooperate in providing information about the student's actions to EWU. All final resolutions of the student's academic status in such situations will be made solely by EWU after reviewing the matter and considering whatever written factual information Agency provides to EWU; however, Agency 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.
10. On any day when a student is participating in the Program at its facilities, Agency will provide to such student necessary emergency health care or first aid for accidents occurring in its facilities. At the student's expense and request, Agency will provide 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 student's health care providers. Students will be financially responsible for the cost of any and all health care or first aid that becomes necessary while students are on-site. Except as provided in this Agreement, Agency will have no obligation to furnish medical or surgical care to any student.

D. STUDENTS' STATUS AND RESPONSIBILITIES

1. Students referred to the Agency are and will remain students of EWU. Students will have the status of learners and will not replace Agency personnel. Any service rendered by students is incidental to the educational purpose of the Program.
2. Subject to section E.2, Students will not be entitled to any monetary or other remuneration for services performed by them at Agency, nor will Agency otherwise have any monetary obligation to EWU or its students, by virtue of this Agreement.

E. LIABILITY COVERAGE PROVISIONS

1. Agency shall indemnify, defend and hold harmless EWU and all officials, agents and employees of EWU, from and against all claims arising out of or resulting from the performance of this Agreement. Agency's obligation to indemnify, defend, and hold harmless EWU shall not be eliminated or reduced by any actual or alleged concurrent negligence of EWU or its agents, agencies, employees, and officials. Agency waives its immunity under Title 51 RCW to the extent that it is required to indemnify, defend, and hold harmless EWU and its agencies, officials, agents or employees.

2. EWU and its officers, employees, and agents, while acting in good faith within the scope of their official EWU duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW), and successful claims against EWU and its employees, officers, and agents in the performance of their official EWU duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130.
 3. Agency shall maintain general liability and professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 in the aggregate to cover its employees, officers, and agents in the performance of this Agreement, and further provide the means for defense and payment of claims that may arise against such individuals. Agency shall provide proof of such insurance to EWU upon execution of this Agreement. Failure of Agency to provide evidence of such coverage or failure of EWU to request such coverage does not constitute a waiver the Agency insurance requirements.
 4. As required by the Agency for participation in the Program, students will be required to have professional liability coverage with minimum limits of \$1,000,000 each claim and \$3,000,000 in the aggregate. Certificates of such coverage will be provided to the Agency upon request.
- F. TERM.** This Agreement shall commence on the date of the last signature and continue thereafter from year to year. The Agreement shall be reviewed no later than three (3) years from its effective date, or earlier at the request of either party.
- G. TERMINATION.** This Agreement may be canceled by giving the other party at least ninety (90) days advance, written notice of its intention to terminate. In the event of termination, it shall not become effective for students already enrolled and participating in the Program until they have completed their current rotation.
- H. NOTICE.** The following persons shall be the point of contact for all notices and communications regarding the performance of this Agreement. All notices, demands, requests, or other communications required to be given or sent by EWU or Agency will be in writing and transmitted by email, facsimile, mailed by first-class mail, postage prepaid or by hand delivery to:

Agency	EWU
Arlington Public Schools Attn: Chrys Sweeting, Superintendent 315 N. French Avenue, Arlington WA 98223	Procurement & Contracts Eastern Washington University 218 Tawanka Hall Cheney, WA 99004-2456
Email: csweeting@asd.wednet.edu	Email: contracts@ewu.edu
Phone: (360) 618-6200	Phone: (509) 359-2253
Fax: (360) 618-6219	Fax: (509) 359-7984

Each party may designate a change of address by notice in writing. All notices, demands, requests, or communications that are mailed will be deemed received three (3) days after deposit in the U.S. mail, postage prepaid.

- I. AMENDMENTS.** This Agreement may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.
- J. 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 in this Agreement.
- K. GOVERNING LAW AND VENUE.** The parties' rights and 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. The venue of any action hereunder shall be the Superior Court of Spokane County, Washington.
- L. SURVIVAL.** EWU and Agency expressly intend and agree that the liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.

M. 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:

- i. This Agreement;
- ii. Attachments to this Agreement in reverse chronological order.

N. SEVERABILITY. If any provision of this Agreement, or 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 not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

O. WAIVER. Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed as a modification of the terms of this Agreement unless stated to be such in writing and signed by an authorized representative of the party.

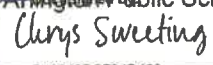

P. INSPECTION. Agency will permit, on reasonable notice and request, the inspection of related facilities by agencies charged with responsibility for accreditation of EWU or an EWU program.



Q. HIPAA. EWU voluntarily provides students with training on the requirements of HIPAA. Agency will provide additional training on Agency-specific HIPAA policies and procedures. EWU will direct its students and faculty to comply with the policies and procedures of Agency. No protected healthcare information (PHI) is anticipated to be exchanged between Agency and EWU. Solely for the purpose of defining students' role in relation to the use and disclosure of Agency PHI, students acting pursuant to this Agreement are defined as members of Agency's workforce. However, EWU's students and faculty shall not be considered to be employees of Agency.

R. ELECTRONIC SIGNATURES. A manually signed copy of this Agreement, Terms and Conditions or any amendments or other transaction documents delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy.

S. APPROVAL. This Agreement shall be subject to the written approval of EWU's authorized representative and shall not be binding until so approved.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by the persons signing below, who warrant they have the authority to execute this Agreement.

Arlington Public Schools

8/10/20
 Date
Chrys Sweeting
Name
Superintendent
Title

Eastern Washington University

7/22/2020
 Date
Doug Vandenoorn
Name
Director, Procurement & Contracts
Title