



# Idaho State University

## AFFILIATION AGREEMENT

This Affiliation Agreement ("Agreement") between **Idaho State University**, on behalf of its **Social Work Program**, located at 921 S. 8<sup>th</sup> Ave., Stop 8114, Pocatello, ID 83209-8114 (the "*Program*") and **The City of Everett** located at 2930 Wetmore Ave Everett WA 98201 (the "*Facility*") (each individually, a "*Party*," and collectively, the "*Parties*"), takes effect on July 1st, 2024 ("*Effective Date*").

### Background

Program is a higher education institution having enrolled students (whether singular or plural, "*Student*") who have need for clinical education experiences (whether singular or plural, "*Experience*").

The Parties desire each Program-selected Student to obtain clinical education experiences at the Facility.

### Agreement

#### 1. Mutual Responsibilities and Coordination.

- 1.1. Exchange and Review. Each Party retains a privilege to exchange visits and review materials relevant to a Student's Experience.
- 1.2. Non-discrimination. The parties agree that no part of this Agreement shall be performed in a manner which illegally discriminates against any person on the basis of race, sex, sexual orientation, gender identity, color, national origin, religion, age, mental or physical disability, veteran status, or any other protected class under applicable law.
- 1.3. Organization. The Parties must cause the ACCE (defined below) to cooperate with Facility's clinical coordinator (or other designee) in arranging each Experience's schedule, content, objectives and goals.

#### 2. Definitions.

- 2.1. "*HIPAA*" means CFR parts 160 and 164 and HITECH (Title XIII of the American Recovery and Reinvestment Act of 2009) as amended.
- 2.2. "*ACCE*" means Program's academic coordinator of clinical education

#### 3. Program Responsibilities.

- 3.1. Provide a statement to the Facility that describes the philosophy, goals, objectives, and schedule of:
  - 3.1.1. The Program's curriculum generally; and
  - 3.1.2. Each Experience in particular;
- 3.2. Ensure that each Student appropriately is assigned to the Experience, including:
  - 3.2.1. Evaluating the Student's competence and knowledge before the Experience begins;

- 3.2.2. Assessing Student's health before Experience begins; and
- 3.2.3. Requiring the Student to carry appropriate general and professional liability insurance;
- 3.3. Ensure that the Student is knowledgeable concerning and has prepared for:
  - 3.3.1. Transportation needed to fulfill responsibilities at the Facility;
  - 3.3.2. Room and board concurrently with the Experience; and
  - 3.3.3. Scheduling arrival at and departure from the Facility;
- 3.4. Ensure Students are made aware of and are directed to comply with Facility's applicable rules, regulations, policies, procedures, and requirements during their Experiences;
- 3.5. Ensure that the Student has been made aware of each Program requirement and regulation for clinical education, including professional practice standards;
- 3.6. Facilitate communication between the Parties, including:
  - 3.6.1. Appointing a member of Program's faculty to serve as ACCE;
  - 3.6.2. Notifying the Facility in writing of the identity of the ACCE and any Program-designated Program director;
  - 3.6.3. Notifying the Facility annually of each then-current academic year's clinical education schedule;
  - 3.6.4. Notifying the Facility of each specific Student assignment no later than ten working days before the Student's arrival, subject to the arrangement set forth below in Sections 5.2 and 5.3; and
  - 3.6.5. Describing to the Facility specific Student outcome objectives for each assigned Student's Experience;
- 3.7. Direct Students to comply with and participate in all of Facility's required trainings and orientations regarding Facility's policies and procedures governing any use or disclosure of individually identifiable health information under federal law, specifically including HIPAA; and
- 3.8. Ensure at Facility's request that each Student signs and delivers to Facility before the Experience begins a copy of a Confidentiality Understanding (attached and incorporated into this Agreement as **Attachment A**).

#### **4. Facility Responsibilities.**

- 4.1. Accept a mutually agreed upon number of Students which the Program has selected for an Experience period;
- 4.2. Provide any applicable annually updated information that is necessary to complete Program's Clinical Education Center Information form;
- 4.3. Notify the Program - no later than fifteen working days before a clinical assignment - of any change in

Facility's ability to accept the Student;

- 4.4. Provide the Student a clinical schedule averaging twenty (20) hours per week;
- 4.5. Complete and return each Student evaluation according to the Program's guidelines and schedule;
- 4.6. Recognize the right of Student's to work and learn in an environment free from sexual harassment and agree that sexual harassment will not be tolerated in the Facility.
- 4.7. Inform and train the Student regarding Facility's applicable rules, regulations, policies, procedures, and schedules, including HIPAA-related policies and practices;
- 4.8. Facilitate communication between the Parties, including appointing a member from Facility to serve as clinical coordinator and notifying the Program of the member's identity;
- 4.9. Certify it is either a hospital as defined by the Idaho No Public Funds for Abortion Act or is otherwise not an abortion provider and disclose if it or an affiliate is or becomes an abortion provider per Idaho Code § 18-8701 et seq.

## **5. Student Experience Characteristics.**

### **5.1. No Employment relationship to Either Party.**

5.1.1. *In General.* Facility's rules and regulations apply to each Student which Program assigns to an Experience.

5.1.2. *Liability.* The Student is not considered an officer, employee, agent, representative, or volunteer of either Party for any purpose, including, but not limited to, liability, but instead is a Student engaged in educational Experiences as a part of the Program's curriculum.

5.1.3. *HIPAA.* The Student specifically is not and must not be considered to be Facility's employee. But the Student is considered to be a member of the Facility's workforce, when engaged in any Agreement activity:

5.1.3.1. Solely for the purpose under HIPAA to define the Student's role in relation to using and disclosing Facility's protected health information; and

5.1.3.2. As workforce is defined under 45 CFR 160.103.

5.2. Short-Notice Assignment. In an emergency circumstance, Program has a right to assign a Student to an Experience upon less than ten days' notice to Facility. The Facility reserves a right to accept or reject that assignment.

5.3. Short-Notice Cancellation. Program retains a right to cancel a Student's Experience assignment for academic or other good cause upon less than ten days' notice to Facility, with no duty to designate another Student as a replacement.

5.4. Assignment Refusal. Facility retains a right for good cause to refuse any clinical assignment upon less than fifteen working days' notice.

5.5. Withdrawal. Each Party is entitled at any time to withdraw the Student from the Facility after assignment for any of the following reasons that the Party must document:

5.5.1. The Student's unprofessional or unethical behavior;

5.5.2. The Facility's staff's unprofessional or unethical behavior that directly affects the Student's Experience;

5.5.3. The Student's failure to meet Program's prerequisite academic requirements; or

5.5.4. Any good cause, including but not limited to, any medical emergency.

## 6. **Effective Duration.**

6.1. **Term. The Agreement's term begins on Effective Date and is continuous with automatic one-year renewals on each successive anniversary of the Effective Date.**

6.2. Termination. Each Party has a right at any time to terminate the Agreement upon no later than sixty (60) days' advance written notice to the other Party.

6.3. In the event of termination of this Agreement by either party, Students currently assigned to clinical experiences at Facility at the time of notice of termination will be given the opportunity to complete their Experience at Facility, unless withdrawn as set forth in Student Experience Characteristics Withdrawal Section above.

## 7. **Liability.**

### 7.1. Program Commitment.

7.1.1. *Insurance*. Program at its own expense shall provide adequate liability insurance and/or self-funded coverage for its officers, employees, and agents. Program must ensure that its liability insurance has an claims-made form. Program, at Facility's request, will deliver a certificate of financial responsibility to Facility.

### 7.1.2. *Program Responsibility:*

7.1.2.1. To the extent permitted by applicable law, including, but not limited to, the Idaho Tort Claims Act (I.C. § 6-901 et seq.), Program will be responsible for damage to persons or property resulting from the negligence on the part of itself, its officers, employees, or agents. Neither party will be considered the agent of the other and neither party assumes 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. Program shall not be responsible for the acts or omissions of Facility its officers, employees, or agents.

7.1.2.2. Any claim which involves a Student shall be the responsibility of the Student insurance carrier.

### 7.2. Facility Commitment.

7.2.1. *Insurance.* Facility at its own expense shall provide adequate liability insurance coverage for its officers, employees, and agents. Facility, at Program's request, will deliver a certificate of insurance to Program.

7.2.2. *Facility Responsibility.*

7.2.2.1. To the extent of Facility's preceding insurance coverage and permitted by applicable law, the Facility will be responsible for damage to persons or property resulting from the negligence on the part of itself, its officers, employees, or agents. Neither party will be considered the agent of the other and neither party assumes 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. Facility shall not be responsible for the acts or omissions of Program.

7.3. Student Insurance.

7.3.1. *Student Requirement.* Student is required to have general and professional liability insurance with limits of liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.


7.3.2. *Program Duty.* The Program ensures that the 7.3.1 general and professional liability insurance coverage for any Student assigned to the Facility has been obtained before Program has assigned the Student. The Program, at Facility's request, will deliver a certificate of insurance to the Facility.

8. **Immunities.** The Parties agree Program shall retain all of its governmental immunities and protections under applicable law, including, but not limited to, the Idaho Tort Claims Act (I.C. § 6-901 et seq.), which shall apply to the terms of this Agreement and any claims brought against Program. If Facility is a governmental entity, Facility shall also retain all of its governmental immunities and protections under applicable law.
9. **Confidentiality.** The Facility agrees to treat Student records as confidential and shall not disclose any Student records to a third-party without the prior express written consent of Student, unless such disclosure is otherwise required or permitted by applicable law.
10. **Amendment.** Any change to this arrangement requires a written amendment executed by both Parties.
11. **Notices.** Each Party must send any notice under this agreement in writing either hand-delivered or mailed by certified mail to the addresses set forth below.
12. **Binding Authority.** Each Party has authorized an undersigned individual to sign this Agreement on behalf of that Party.

*To express the parties' intent to be bound by the terms of this Agreement they have executed this document on the dates set forth below. Signature page to follow.*

Program Notification Address:	Facility Notification Address:
Idaho State University	Kelli Roark
General Counsel	Community Support Manager
921 S. 8 <sup>th</sup> Ave., Stop 8410	2930 Wetmore Ave
Pocatello, ID 83209-8410	Everett, WA 98201 4257407413


**CITY OF EVERETT  
WASHINGTON**

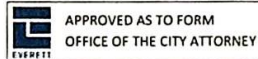
By:   
Cassie Franklin, Mayor

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

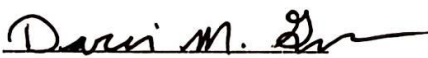
07/01/2024  
Date


**ATTEST**

  
Office of the City Clerk



**IDAHO STATE UNIVERSITY**

By:   
Program Director  
ISU Social Work

By:   
Program Dean  
ISU College of Arts and Letters

Date: 7-25-24

Date: 7/25/2024

## ATTACHMENT A

### Confidentiality Understanding

By signing and dating this Confidentiality Understanding, the undersigned Student indicates an understanding of, and agrees to be bound by, a certain Affiliation Agreement between **The City of Everett** ("Facility") and **Idaho State University**, on behalf of its **Social Work** Program ("Program").

As a material part of any consideration that Student provides to Facility in exchange for Facility allowing the Student's clinical education at Facility, Student confirms that any patient information acquired during the clinical education is confidential, and Student at all times must maintain the confidentiality of and not disclose this information, whether during the clinical education or after it has ended.

Student further must abide by the applicable rules and policies of both Facility and Program while at Facility. Student understands that, in addition to other available remedies, Facility immediately may remove the Student and terminate the Student's clinical education if Facility considers the Student to endanger any patient, breach patient confidentiality, disrupt Facility's operation, or not to comply with any request by Facility including its supervisory staff.

**I have read and understand the Affiliation Agreement, and I agree to abide by this Confidentiality Understanding.**

\_\_\_\_\_  
Student's Signature Date

\_\_\_\_\_  
Student's Name (Print)

\_\_\_\_\_  
ISU's Program Witness (Signature) Date

\_\_\_\_\_  
ISU's Program Witness Name and Title (Print)











# Idaho State University Affiliate Agreement\_6.28.2024\_SD

Final Audit Report

2024-07-01

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 Agreement completed.

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