



SOCIAL WORK STUDENT AFFILIATION & PRACTICUM 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 City Of Everett ("Agency"), located at 2930 Wetmore Ave Everett, WA 98201 (individually and collectively, "Agency").

The purpose of this Agreement is to cooperate in providing practicum placement educational experiences ("Program") for **Social Work** 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.
 - i. If EWU is sharing student education records, as defined by FERPA, with the Facility beyond a student's name, enrolment status, and contact information, Facility agrees to the following:
 - 1) Facility must keep the student education records confidential and not disclose, transfer, or sell such information unless such disclosure is required by law.
 - 2) Facility must establish and implement minimum physical, electronic, and managerial safeguards for maintaining the confidentiality of the information provided by EWU. Facility must exercise due care and take commercially best efforts to protect the security of EWU's confidential information. Access to the information must be restricted to only those authorized staff, officials, and agents of the Facility who need it to perform their official duties.
 - 3) If Facility or its agents detect a compromise or potential compromise in the security of the student education records such that the information may have been accessed or disclosed without proper authorization, Facility must notify EWU of such incident no later than 48 hours after it is detected. Facility must then take corrective action as soon as practicable to eliminate the cause of the breach. Facility must cooperate with EWU in providing any notices required by applicable state or federal law.
 - 4) Confidential information will be provided via email or a secured file transfer mechanism between the parties. The Facility will not have access to any EWU systems.
 - ii. Examples of confidential student education records include, but are not limited to, student identification numbers, date of birth, social security numbers, criminal background checks, immunization records, or grade information.

- iii. Facility will not share any patient information with EWU. Both parties agree EWU is not a business associate of Facility. EWU will not share any student education records subject to FERPA with Agency without providing Agency with prior written notice that specifically identifies the records.
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 National Association of Social Workers (NASW) professional organizational standards of conduct.
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.
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 practicum 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 will ask each student who may be placed at Agency 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 EWU, and to authorize EWU to transmit that record or copy thereof to Agency. Before participating in the Program at the Agency, EWU will provide Agency with the names of any students who have failed to provide the requested records, or who refuse to authorize the release of records to Agency. The students will be informed that, whether or not they agree to obtain the record and agree to release it to EWU and Agency, Agency may conduct the background inquiry directly and 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. The AFI shall possess the following minimum requirements:
 - i. For Social Work BASW practicum, the Agency agrees to provide supervision of the students by a post-two-year MSW or BASW.
 - ii. For Social Work MSW practicum, the Agency agrees to provide supervision of the students by a post-two-year MSW.
2. If the Agency is unable to assign staff that meet the AFI definitions above, the Agency will assign a qualified Task Supervisor. The Agency will agree to allow EWU to arrange AFI supervision by an agent not employed with the Agency.
3. Provide students with a desirable practicum educational experience within the scope of services approved 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 responsibility for the care rendered to patients/clients and maintain the quality of patient care without relying on the students for staffing purposes, with exception to students who are also Agency employees. Employed students are subject to the responsibilities within section E.2 of this agreement.
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. OPERATIONAL DETAILS

EWU and Agency agree:

1. For BASW students, to execute the Program in accordance with the directives, policies and procedures detailed in the EWU School of Social Work BASW Practicum Manual, v.07.01.2023, or as revised from time to time.
2. For MSW students, to execute the Program in accordance with the directives, policies and procedures detailed in the EWU School of Social Work MSW Practicum Manual, v.07.01.2023 or as revised from time to time.
3. Agency will allow for flexibility in student's field practicum schedule for students to attend mandatory field seminars. It is understood that students will be required to make up practicum hours missed.
4. Placement of practicum students is designed primarily to develop skills in the student and secondarily to enhance Agency services.
5. Contemporaneous with or following execution of this Agreement and within the scope of its provisions, EWU may develop letter agreements with Agency to formalize additional operational details of the Program. Any such letter agreements 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 letter agreements signed by authorized representatives of each party.

E. 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. Agency employees who are or become enrolled in the EWU School of Social Work may receive monetary compensation during their participation in the Program in accordance with the EWU School of Social Work BASW/MSW Practicum Manual under the Workplace Agreement. Employed students are responsible for completing their employment obligations as described in their position description regardless of their practicum responsibilities at the Agency.
3. 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.

F. LIABILITY COVERAGE PROVISIONS

1. Each party to this Agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, agents, or officers. 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.
2. Each party shall indemnify, defend and hold harmless the other party and all officials, agents and employees of the other party, from and against all claims arising out of or resulting from the performance of this Agreement. A party's obligation to indemnify, defend, and hold harmless the

other party shall not be eliminated or reduced by any actual or alleged concurrent negligence of the indemnified party or its agents, agencies, employees, and officials. The indemnifying party waives its immunity under Title 51 RCW to the extent that it is required to indemnify, defend, and hold harmless the other party and its agencies, officials, agents or employees.

3. 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.
4. Agency shall maintain adequate self-insurance throughout the term of this agreement to cover Agency's liabilities under this Agreement.
5. 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.

G. 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.

H. 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.

I. 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 |
|--|--|
| Kelli J Roark 2930 Wetmore Ave Everett, WA 98201 Email: KRoark@everettwa.gov Phone: 425.740.4314 Fax: | Procurement & Contracts Eastern Washington University 218 Tawanka Hall Cheney, WA 99004-2456 Email: contracts@ewu.edu Phone: (509) 359-2253 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.

J. 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.

K. 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.

L. 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

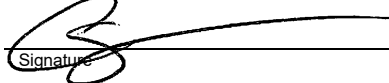
Washington. The venue of any action hereunder shall be the Superior Court of Spokane County, Washington.

- M. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. 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.
- R. 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.
- S. 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.
- T. 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.

CITY OF EVERETT

Agency Name



07/07/2025
Date

Cassie Franklin

Name

Mayor

Title

Eastern Washington University



Signature

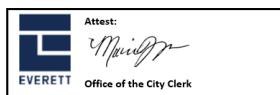
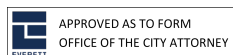
Date

Riki Ellis

Name

Contracts Specialist 2

Title













Eastern Washington University Affiliation Agreement_6.30.25_SD


Final Audit Report

2025-07-07

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| Created: | 2025-07-02 |
| By: | Marista Jorve (mjorve@everettwa.gov) |
| Status: | Signed |
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