

UNIVERSITY OF WASHINGTON AFFILIATION AGREEMENT

This Agreement is made and entered into between **University of Washington, Department of Speech and Hearing Sciences**, located at 1417 N.E. 42nd St., Seattle, Washington (hereafter referred to as “School”), and the facilities of Alameda Unified School District located at 2060 Challenger Dr., Alameda, CA 94501 (hereafter referred to as “Training Site”). The purpose of this Agreement is for the Training Site, which is committed to training health care professionals, to provide desirable facilities and clinical learning experiences for the School's Speech-Language Pathology and/or Audiology “Students”. In consideration of the mutual covenants and agreements contained herein, the 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 clinical education program. These details include, but are not limited to, the following:
 - Beginning dates and length of experience;
 - Number of students eligible to participate in the clinical education program;
 - Specific days, hours and locations for the clinical education program;
 - Specific learning objectives and performance expectations for students;
 - Specific allocation of responsibilities for the faculty Liaison, Clinical Education Supervisors, and Student Placement Coordinator referenced elsewhere in this Agreement;
 - Deadlines and format for student progress reports and evaluation forms
2. Any such letter agreements will be considered to be attachments to this Agreement. These letter agreements will be binding when signed by authorized representatives of each party, and may be modified as needed by subsequent letter agreements signed by authorized representatives of each party.
3. School and Training Site will jointly plan the clinical education program and jointly evaluate students. Exchange of information will be maintained by on-site visits when practical and by letter, telephone or e-mail in other instances.
4. School and Training Site will instruct their respective faculty, staff, and students participating in the clinical education program, to maintain confidentiality of student and patient information as required by law and by the policies and procedures of School and Training Site.
5. There will be no 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

6. 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 will designate an appropriately qualified and credentialed faculty member to coordinate and act as the Liaison with Training Site. School will be responsible for instruction and administration of the students' academic educational programs. School will notify Training Site in writing of any change or proposed change of its Liaison. School will have the final responsibility for grading students.

7. School's faculty will communicate with the Training Site Student Placement Coordinator and Clinical Education Supervisor(s) at the beginning and end of the clinical education program. These communications will take place by letter, telephone conference, e-mail or in person if practicable. School is responsible for initiating and executing these communications.
8. School will provide the names and information pertaining to relevant education and training for all students enrolled in the clinical education program before the beginning date of the clinical education program. 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.
9. School's immunization procedures will meet CDC and OSHA/WSHA requirements and will include, but will not be limited to the following: School will obtain evidence of current immunizations against diphtheria, tetanus, poliomyelitis, measles, mumps, rubella (or a positive rubella titer), and of hepatitis B immunization status for those students who will be in contact with patients/clients. For each student born after 1956, School will maintain on file records of positive titer or of post-1967 immunization for rubella and rubeola. At the time of immunization, students with no history of exposure to chicken pox will be advised to get an immune titer. School will require yearly PPD testing or follow-up as recommended if the students are PPD-positive or have had BCG. Upon request, student will provide information to Training Site regarding their status concerning the above requirements.
10. School will assign to Training Site only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.
11. School will inform students that Training Site may require a background check under the Child and Adult Abuse Information Act ("CAAL"), RCW 43.43.830-.845. School shall require each student placed at Training Site to obtain a nationwide criminal background check and to present School with a copy of the report. School will only place students who meet the CAAL requirements. Training Site acknowledges that School is not responsible for the accuracy of the information provided through this check and that School's provision of this check information does not relieve Training Site of its legal obligations related to these background checks.
12. School will comply with and ensure to the extent possible that students comply with the policies and procedures established by Training Site. School will notify each student of his/her status and responsibilities pursuant to this Agreement.
13. School will encourage each student participating in the clinical education program to acquire comprehensive health and accident insurance that will provide continuous coverage of such student during his or her participation in the education program. School will inform students that they are responsible for their own health care costs, health insurance coverage, and their own health needs.

TRAINING SITE'S RESPONSIBILITIES

14. Training Site will provide students with a desirable clinical education experience within the scope of health care services provided by Training Site. Training Site will designate in writing the Clinical Education Supervisor(s) to be responsible for the clinical education program, and will designate in writing one person as the Student Placement Coordinator, who will maintain contact with the School-designated Liaison to assure mutual participation in and review of the clinical education program and student progress. Training Site will submit in writing to School the professional and academic credentials for the Clinical Education Supervisor(s) and Student Placement Coordinator. Training Site will notify School in writing of any change or proposed change of the Clinical Education Supervisor or Student Placement Coordinator.

15. School voluntarily provides trainees with training on the requirements of 45 CFR parts 160 and 164, adopted pursuant to the Health Insurance Portability and Accountability Act (HIPAA). Training Site agrees to provide any additional training necessary to orient students to the 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 students are not and shall not be considered to be employees of the Training Site.
16. Training Site will provide students with access to sources of information necessary for Speech-Language Pathology and Audiology education within Training Site's policies and procedures and commensurate with patients' rights, including library resources and reference materials.
17. Training Site will make available to students basic supplies and equipment necessary for care of patients/clients and the clinical education program. Within the limitation of facilities, Training Site will make available office and conference space for students and, if applicable, School faculty.
18. Training Site will submit required reports on each student's performance and will provide an evaluation to School on forms provided by School.
19. Training Site retains full responsibility for billing, the care of patients/clients, and will maintain the quality of patient care without relying on the students' clinical training activities for staffing purposes.
20. Training Site will have the right to take immediate temporary action to correct a situation where a student's actions endanger patient care. As soon as possible thereafter, Training Site's Clinical Education Supervisor and/or Student Placement Coordinator 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 patient care.
21. On any day when a student is participating in the clinical education program at its facilities, Training Site will provide to such student necessary emergency health care or first aid for accidents occurring in its facilities. The student will be responsible for the costs of all care. Except as provided in this Agreement, Training Site will have no obligation to furnish medical or surgical care to any student.

STUDENTS' STATUS AND RESPONSIBILITIES

22. 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 clinical education program.
23. Students are required to adhere to the standards, policies, and regulations of Training Site during their clinical education program.
24. Students will wear appropriate attire and name tags, and will conform to the standards and practices established by School during their clinical education program at Training Site.

25. 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 School student's performing, receiving training, or traveling pursuant to this Agreement. 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

26. Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, trainees, agents, or students 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, other than students as provided in this section and sections 18 and 19.
27. School will defend, indemnify and hold Training Site harmless from any loss, claim or damage arising from the negligent acts and omissions of School's employees, officers, agents, and students including 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 for its employees, officers, agents, and students (while training in a clinical setting at Training Site) in the performance of this Agreement.
28. Training Site will defend, indemnify and hold School harmless from any loss, claim or damage arising from the negligent acts and omissions of Training Site's employees, officers and agents, including the negligent supervision of students. Training Site 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).
29. Both parties will provide proof of coverage upon request. 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

30. This Agreement is effective beginning September 1, 2020, and will continue thereafter from year to year. Upon request, this Agreement may be reviewed at any time by the School or Training Site.

TERMINATION

31. This agreement may be canceled by School or Training Site by 30 days written notice; however, such termination shall not become effective for the students then enrolled in the clinical education program if such termination prevents completion of their requirements for completion of the clinical education program.

PROVISIONS REGARDING BLOOD-BORNE PATHOGENS

32. School certifies that it has trained each student it sends to Training Site in universal precautions and transmission of blood-borne pathogens, and that it will send to Training Site only students who have been trained in and have practiced using universal precautions. School has provided the opportunity to receive the Hepatitis B (HBV) vaccine to all clinical education program students before assignment to Training Site. Training Site will provide personal protection equipment that is appropriate for the tasks assigned to School's students.

33. 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 clinical education program at Training Site, Training Site agrees to provide the following services:
- Being seen by Training Site's employee health service and/or emergency department as soon as possible after the injury;
 - Emergency medical care following the injury;
 - Initiation of HBV, Hepatitis C (HCV) and HIV protocol;
 - HIV counseling and appropriate testing.
34. The source patient's HBV, HCV and HIV status will be determined by Training Site in the usual manner to the extent possible. Training Site does not accept liability for any illness or injury subsequent to such accidental exposure, except as otherwise provided in this Agreement.

MISCELLANEOUS PROVISIONS

35. **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.
36. **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.
37. **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.
38. **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.
39. **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:
- (a) **To School:**
University of Washington
Department of Speech and Hearing Sciences
Attn: Debbie Higuera, Fieldwork Operations
1417 N.E. 42nd St.
Seattle, WA 98105
- (b) **To Training Site:**
Name
Address
City, State Zip Code
40. 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.

41. 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.
42. 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 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.
43. 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.
44. Inspection. Training Site will permit, on reasonable notice and request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of School.

UNIVERSITY OF WASHINGTON
Department of Speech and Hearing Sciences

ALAMEDA UNIFIED SCHOOL DISTRICT

By _____

By _____

Date _____

Robert C. Stacey, Ph.D.
Dean, College of Arts and Sciences

Date _____

Name
Title

By _____

By _____

Date _____

Diane L. Kendall, Ph.D., CCC-SLP
Chair, Department of Speech and Hearing Sciences

Date _____

Name
Title