

Approved: 02/21/2024
Effective: 03/09/2024

SNOHOMISH COUNTY COUNCIL
SNOHOMISH COUNTY, WASHINGTON

ORDINANCE NO. 24-002

APPROVING AND AUTHORIZING FORM AGREEMENTS FOR AFFILIATION
SCHOOLS AND SNOHOMISH COUNTY

WHEREAS, the Snohomish County Health Department recognizes that internships provide the student with practical experiences in health-related, safety, and emergency management settings under appropriate supervision and gives students the chance to explore public health as a potential career path; and

WHEREAS, the County has developed a form agreement for use with schools, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference, to be used with any such school desiring to enter into an agreement to place student interns with the Snohomish County Health Department; and

WHEREAS, the County Council held a public hearing on February 21, 2024, to consider approving the form agreement for school affiliations and authorizing the Snohomish County Executive to sign on behalf of the County such agreements when in substantially the same form as attached hereto as Exhibit A.

NOW, THEREFORE, BE IT ORDAINED:

Section 1. The County Council hereby adopts the foregoing recitals as findings of fact and conclusions as if set forth in full herein.

Section 2. The County Council hereby approves and authorizes the County Executive, or designee, to negotiate affiliation agreements between schools and Snohomish County when such agreements are in substantially the same form as attached hereto as Exhibit A. Such agreements shall be approved by motion of the County Council.

PASSED this 21st day of February, 2024.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington


Chairperson

1 ATTEST:

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M. Glavin

Deputy Clerk of the Council

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7 () APPROVED

8 () EMERGENCY

9 () VETOED

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DATE: February 28, 2024

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[Signature]

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County Executive

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ATTEST:

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Melissa Geraghty

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Approved as to form only:

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[Signature] 01-12-2024

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Deputy Prosecuting Attorney

EXHIBIT A

AFFILIATION AGREEMENT BETWEEN (SCHOOL NAME) AND SNOHOMISH COUNTY

This Agreement is made and entered into between (SCHOOL NAME) (“School”), located in (SCHOOL ADDRESS) and Snohomish County, acting through its Health Department (“Training Site,” “County”), located at 3020 Rucker Ave., Everett, Washington. The purpose of this Agreement is for Training Site, which is committed to training public health professionals, to provide desirable learning experiences and facilities for School’s students. In consideration of the mutual covenants and agreements contained herein, 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 education programs. These details include, but are not limited to, the following:
 - a. Beginning dates and length of experience (to be mutually agreed upon at least one month before the beginning of the education program);
 - b. Number of students eligible to participate in the education program;
 - c. Specific days, hours and locations for the education program;
 - d. Specific learning objectives and performance expectations for students;
 - e. Specific allocation of responsibilities for the faculty liaison, education supervisor, and preceptors, if any, referenced elsewhere in this Agreement;
 - f. Deadlines and format for student progress reports and evaluation forms.
- 2) 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.
- 3) School and Training Site will jointly plan the education programs and jointly evaluate students. Exchange of information will be maintained by on-site visits when practical and by Email or telephone in other instances.
- 4) School and Training Site will instruct their respective faculty, staff, and students participating in the education program to comply with the policies and procedures of School and Training Site, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164 and Chapter 70.02 RCW, whichever is more stringent. Solely for the purpose of defining the students’ role in relation to the use and disclosure of Training Site protected health information, the 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.
- 5) As both the School and Training Site benefit from the operation of the educational programs contemplated herein, there will be no payment of charges or fees between School and Training Site.

SCHOOL’S RESPONSIBILITIES

- 6) School will provide information to Training Site concerning its curriculum and the professional and academic credentials of its faculty supervising students at Training Site. School faculty members supervising students will be licensed to practice where so required in the State of Washington. 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 education program.

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 meet with the Training Site supervisor(s) and preceptor(s), if any, at the beginning and end of the education program to discuss and evaluate the education program. These meetings will take place in person if practical, otherwise by telephone conference. School is responsible for arranging and planning the meetings.
- 8) School will provide the names and information pertaining to relevant education and training for all students enrolled in the education program at least four weeks before the beginning date of the 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 will assign to Training Site students aged eighteen (18) years or older. School will assign to Training Site only those students who have satisfactorily completed the prerequisite portion of the curriculum. School will provide information to Training Site regarding student status with respect to current licensure as applicable.
- 10) School will direct students to 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.
- 11) School will encourage each student participating in the 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 needs, health care costs, and health insurance coverage. School will also inform students regarding potential risks in the students' assignment including but not limited to exposure to infectious diseases.

TRAINING SITE'S RESPONSIBILITIES

- 12) Training site will provide students with a desirable education experience within the scope of services provided by Training Site. Training Site will designate in writing preceptors, if any, to be responsible for the education program, and will designate in writing one person as the education supervisor, who will maintain contact with the School-designated liaison to assure mutual participation in and review of the education program and student progress. Training Site will submit in writing to the School the professional and academic credentials for the preceptors and education supervisor. Training Site will notify School in writing of any change or proposed change of the preceptors or education supervisor.
- 13) Training Site will provide students with access to sources of information necessary for the education program, within Training Site's policies and procedures and commensurate with patients' rights, including library resources and reference materials.
- 14) Training Site will make available to students basic supplies and equipment necessary for care of patients/clients and the education program. Within the limitation of facilities, Training Site will make available office and conference space for students and, if applicable, School faculty.
- 15) Training Site will submit required reports on each student's performance and will provide an evaluation to School on forms provided by School.
- 16) Training Site retains full responsibility for the care of patients/clients (if applicable) and will maintain the quality of patient care without relying on the students' training activities for staffing purposes.
- 17) Training Site will have the right to take immediate temporary action to correct a situation where a student's actions endanger patient care (if applicable). As soon as possible thereafter, Training Site's education supervisor 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.

- 18) On any day when a student is participating in the education program at its facilities, Training Site will provide or arrange for such necessary emergency health care or first aid for accidents occurring in its facilities. The student will be responsible for the costs of any and all such care provided to the student.
- 19) Except as provided in this Agreement, Training Site will have no obligation to furnish health care to any student.

STUDENTS' STATUS AND RESPONSIBILITIES

- 20) 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 education program.
- 21) School will instruct students that they are required to adhere to the standards, policies, and regulations of Training Site during their education program.
- 22) School will instruct students to wear appropriate attire and name tags and will conform to the standards and practices established by School during their education program at Training Site.
- 23) School will arrange for students to supply Training Site each students' record immune status with regard to current CDC and OSHA/WISHA standards, upon program entry and again each time standards are changed or updated. School will ensure that student obtains initial and annual tuberculosis screenings according to current CDC and OSHA/WISI-IA guidelines and will provide documentation of tuberculosis screenings upon request of the Training Site. Tuberculosis screenings may be done by a medical provider of student's choice. School will arrange for students to provide documentation regarding students' compliance status (i.e. current status and expiration date) to Training Site upon request.
- 24) School will obtain for each student a "Child and Adult Abuse Law" criminal background check (hereinafter CAAL check) pursuant to RCW 43.43.830-842. School will provide Training Site with a copy of the CAAL check results pertaining to each student considered for placement at Training Site. School acknowledges that placement of each student at the Training Site is contingent upon provision of CAAL check information dated less than two years prior to the commencement of the education placement. Training Site acknowledges that School is not responsible for the accuracy of the information provided through this CAAL check and that School's provision of this CAAL check information does not relieve Training Site of any of its legal obligations related to these background checks. Training Site understands and agrees that any information forwarded to it by School has been procured through this process. School 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 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. Rather, students will receive only academic credit from the School for their services performed under this Agreement.

INSURANCE REQUIREMENTS

- 26) The School shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the School, its agents, representatives, employees, or students, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

A. General. Each insurance policy shall be written on an "occurrence" form, except that Professional Liability, Errors and Omissions coverage, if applicable, may be written on a claims made basis. If coverage is approved and purchased on a "claims made" basis, the School warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

By requiring the minimum insurance coverage set forth in this Section 26, the County shall not be deemed or construed to have assessed the risks that may be applicable to the School under this Agreement. The School shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The School's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of the School to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

c. Minimum Scope and Limits of Insurance. The School shall maintain coverage at least as broad as, and with limits no less than:

(i) General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

(ii) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

(iii) Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000.

(v) Professional Liability: \$1,000,000.

d. Other Insurance Provisions and Requirements. The insurance coverages required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the School in connection with this Agreement. Such coverage shall be primary and non-contributory insurance as respects the County, its officers, officials, employees and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

(ii) The School's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

(iii) Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the School's liability to the County and shall be the sole responsibility of the School.

(iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A:VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the School shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

- 27) To the extent permitted by law each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, trainees, or agents in the performance of this Agreement. Neither party will be considered the agent of the other nor does neither party assume 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.

INDEMNIFICATION

- 28) To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the State, the School shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the School, its agents, representatives, employees, or students. In addition, the School shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the School or its subcontractors, and the School, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, under any industrial insurance act, including Title 51 RCW, other worker's compensation act, disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses and costs shall be recoverable from the School.

In addition to injuries to persons and damage to property, the term "claims," for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

TERM

- 29) This Agreement is effective beginning (DATE) and will continue thereafter from year to year for up to five (5) years. School and Training Site will jointly plan student placement in advance of each quarter taking into account the needs of the School for clinical placement, maximum number of students for whom Training Site can provide a desirable clinical education experience, and the needs of other disciplines or schools requesting clinical placements.
- 30) This Agreement may be canceled upon thirty (30) days written notice; however, such termination shall not become effective for the students currently assigned to the Training Site if such termination prevents completion of their requirements for completion of the clinical education program, PROVIDED, HOWEVER, that the Training Site's obligations after December 31, __, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

PROVISIONS REGARDING BLOOD-BORNE PATHOGENS

- 31) School certifies that it has trained each student it sends to Training Site in basic information regarding universal precautions and transmission of blood-borne pathogens, and that it will send to Training Site only students who have received this orientation. At the discretion of the Training Site, Training Site will provide any additional training it feels the student needs for their internship experience. Students will provide evidence of having received Hepatitis B (HBV) vaccine or otherwise document serologic immunity to Hepatitis B

before assignment to Training Site. Training Site will provide personal protection equipment that is appropriate for the tasks assigned to School's students.

- 32) If applicable, in the event a student sustains a needle-stick injury or other substantial exposure to bodily fluids of another while participating in the education program at Training Site, Training Site agrees to arrange for the following services as indicated:
 - a. Being seen by Training Site's health care providers for first aid as soon as possible after the injury;
 - b. Emergency medical care following the injury;
 - c. Initiation of HBV, Hepatitis C (HCV) and HIV protocol by provider of student's choice.
- 33) The source patient's blood will be drawn when possible at the Training Site and sent with the student to the medical provider of student's choice. The source patient's HBV, HCV and HIV status will be determined by the medical provider in the usual manner to the extent possible. Training Site does not accept liability for any illness or injury subsequent to such exposure, except as otherwise provided in this Agreement, Indemnification, Section 28. The student will be responsible for the costs of any such care, testing and counseling.

MISCELLANEOUS PROVISIONS

- 34) 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.
- 35) Amendment. Except as provided in Section 2 above, this Agreement may only be modified by a subsequent written agreement executed by the parties in the same manner as this Agreement was executed.
- 36) 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.

- 37) 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:

To School: (SCHOOL ADDRESS)

To Training Site: Dennis Worsham, Health Department Director
 Snohomish County
 3020 Rucker Avenue, Suite 306
 Everett, WA 98201

- 38) 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 US mail, postage prepaid; upon confirmation of successful facsimile transmission.
- 39) Survival. School and Training Site expressly intend and agree that the indemnification, hold harmless and liability coverage provisions of this Agreement will survive the termination of this Agreement for any reason.
- 40) 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 held to 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.
- 41) 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.

- 42) County Non-discrimination. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington’s Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The School shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the School of the School’s compliance with the requirements of Chapter 2.460 SCC. If the School is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the School’s obligations under other federal, state, or local laws against discrimination.

- 43) Federal Non-discrimination. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

(SCHOOL NAME)

SNOHOMISH COUNTY

_____ Date

_____ (County Executive) Date

Template approved as to form 11-09-2023
Rebecca J. Guadamud, DPA