

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

MOTION NO. 25-384

MOTION AUTHORIZING THE EXECUTIVE TO SIGN THE AFFILIATION
AGREEMENT BETWEEN SNOHOMISH COUNTY AND EDMONDS COLLEGE

WHEREAS, the Snohomish County and Edmonds College desire to enter into an affiliation agreement to place nursing program student interns with the Snohomish County Health Department; and

WHEREAS, the Snohomish County Health Department and Edmonds College will jointly plan the educational program and jointly evaluate the students; and

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, student internships are core public health services that the Snohomish County Health Department performs and this affiliation agreement does not represent a new program;

NOW, THEREFORE, ON MOTION, the County Council hereby authorizes the Executive to sign the affiliation agreement between Edmonds College and Snohomish County, in substantially the form as attached hereto as Exhibit A.

PASSED this _____ day of _____, 2025.

SNOHOMISH COUNTY COUNCIL
Snohomish County, Washington

Council Chair

ATTEST:

Deputy Clerk of the Council

Edmonds College Nursing Program Affiliation Agreement Template

This Agreement is made and entered into between **Edmonds College** hereafter known as ("**School**") located at **20000 68th Ave W Lynnwood, Washington 98036**, and **Snohomish County, through its Health Department**, thereafter known as, ("**Training Site**"), located at **3020 Rucker Ave., Everett, WA 98201**. The purpose of this Agreement is for the Training Site, which is committed to training health care professionals, to provide desirable clinical learning experiences and facilities for School's students who are enrolled in its **nursing and nursing assistant** program (the "education program"). In consideration of the mutual covenants and agreements contained herein, School and Training Site agree as follows:

I. GENERAL PROVISIONS

A. 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 (to be mutually agreed upon before the beginning of the clinical education program);
- 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 Supervisor, and Preceptors, if any, referenced elsewhere in this Agreement;
- Deadlines and format for student progress reports and evaluation forms.

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. The parties acknowledge and agree that upon the authorization and execution of this Agreement, the Director of the Snohomish County Health Department is authorized to sign such letter agreements.

B. 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 or telephone in other instances.

C. 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.

D. There will be no payment of charges or fees between School and Training Site.



E. 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.

II. SCHOOL'S RESPONSIBILITIES

A. School will provide information to the Training Site concerning its curriculum and the professional and academic credentials of its faculty for the students at the Training Site. School will designate an appropriately qualified and credentialed faculty member to coordinate and act as the Liaison with the Training Site. School will be responsible for the instruction and administration of the students' academic education program. School will notify the Training Site in writing of any change or proposed change of its Liaison. School will have the final responsibility for grading students.


B. School's faculty will meet with the Training Site clinical education Supervisor and Preceptors, if any, at the beginning and end of the clinical education program to discuss and evaluate the clinical education program. These meetings will occur in person if practicable, otherwise by telephone conference. School is responsible for arranging and planning the meetings.

C. School will provide the names and information about relevant education and training for all students enrolled in the clinical education program at least four weeks before the beginning date of the clinical education program. School is responsible for supplying any additional information required by the Training Site as outlined in this Agreement, before the arrival of students. School will notify the Training Site in writing of any change or proposed change in a student's status.

D. School will obtain documentation of students' immune status according to CDC and OSHA/WHSA standards for healthcare workers and immunizations as required by the Training site and submit to the Training site on request.

E. School will assign to Training Site only those students aged eighteen (18) years or older and who have satisfactorily completed the prerequisite didactic portion of the curriculum and who have evidence of completion of a CPR course based on American Heart Association guidelines and related to the age group(s) with whom they will be working.

F. School shall ask each student who may be placed in Training Site 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 the School, and to authorize the School to transmit that record or copy thereof to Training Site. Before the start of training, School will provide Training Site with the names of any students who have failed to provide the requested records, or who refuse to authorize the release of records to Training Site. The students will be informed that, whether or not they agree to obtain the record and agree to release it to School and Training Site, Training Site may conduct the background inquiry directly and the Training Site may refuse

A handwritten signature in blue ink, followed by the date 6/2024.

placement of a student who does not provide the requested records or who has a record of prior criminal conduct.

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.

G. School will comply with and ensure to the extent possible that students comply with the policies and procedures established by the Training Site. School 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 Training Site as identified in section V. C. below before being admitted to the Training Site.

H. 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 needs, health care costs, and health insurance coverage.

III. TRAINING SITE'S RESPONSIBILITIES

A. 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 Preceptors, if any, to be responsible for the clinical education program, and will designate in writing one person as the clinical education Supervisor, who will maintain contact with the School-designated Liaison to ensure 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 Preceptors and clinical education Supervisor. Training Site will notify School in writing of any change or proposed change of the Preceptors or clinical education Supervisor.

B. 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.

C. Training Site will make available to students basic supplies and equipment necessary for the 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.

D. Training Site will submit required reports on each student's performance and will provide an evaluation to School on forms provided by School.

E. Training Site retains full responsibility for the care of patients/clients, and will maintain the quality of patient care without relying on the students' clinical training activities for staffing purposes.

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JTM
5/6/24

F. 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 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.

G. On any day when a student is participating in the clinical education program at its facilities, Training Site will provide to such students 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 care.

H. Except as provided in this Agreement, Training Site will have no obligation to furnish medical or surgical care to any student.

IV. STUDENTS' STATUS AND RESPONSIBILITIES

A. 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.

B. Students are required to adhere to the standards, policies, and regulations of Training Site during their clinical education program.

C. 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.

D. 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.

V. LIABILITY COVERAGE PROVISIONS

A. Each party to this agreement will be responsible for the negligent acts or omissions of its own employees, officers, or agents 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.

B. School is covered by the State of Washington Self-insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against School and its employees, officers, and agents in the

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JMS 6/6/2025

performance of their duties under this Agreement will be paid from the tort claims liability account as provided in Chapter 4.92 RCW.

C. In order to be accepted at the Training Site, students will be required to have medical malpractice and general liability coverage, whether through the student medical malpractice and general liability policies offered by the State of Washington, Office of Financial Management, Risk Management division, or otherwise, while working in the Training Site.

D. Training Site maintains a fully funded self-insurance program as defined in Snohomish County Code chapter 2.90 for the protection and handling of the County's liabilities, including injuries to persons and damage to property, automobile liability, professional liability, and workers compensation. The self-funded program will respond if an incident occurs involving negligence of County employees acting in the scope of their employment. School acknowledges, agrees and understands that the County is self-funded for all its liability exposures. The County agrees, at its own expense, to maintain, through its self-funded program, coverage for all of its liability exposures for this Agreement.

VI. TERM

A. This Agreement is effective beginning September 1, 2025 and will continue thereafter from year to year provided, however, that the Training Site's obligations after December 31, 2025, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law. This agreement will be reviewed no later than three years from its effective date, or earlier at the request of either party. School and Training Site will jointly plan student placement in advance of each year's beginning, taking into account the needs of the school for clinical placement, the 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.

B. This agreement may be canceled by written notice one year before termination; 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.

VII. PROVISIONS REGARDING BLOOD-BORNE PATHOGENS

A. 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 recommended the Hepatitis B (HBV) screening to all clinical education program students before assignment to the Training Site. Students may waive the HBV series, but are required to have a TB screening and be up-to-date on all other immunizations. Training Site will provide personal protection equipment that is appropriate for the tasks assigned to School's students.

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8/16/2024

B. 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.

The student will be responsible for the costs of any and all care, testing, counseling, and obtaining necessary follow-up care.

C. The source patient's HBV, HCV and HIV status will be determined by the Training Site in the usual manner to the extent possible.

VIII. MISCELLANEOUS PROVISIONS

A. 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.

B. Amendment. This Agreement may be modified only by a subsequent written Agreement executed by the parties. The provisions in this Agreement may not be modified by any attachment or letter of agreement as described elsewhere in this Agreement.

C. 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.

D. 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.

E. 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:
Kyra McCoy, MSN, RN, CNE
Director of Nursing
Edmonds College
20000 68th Ave. W Lynnwood, WA 98036
(425) 640 1017
EMAIL



(b) To Training Site:

Snohomish County Health Department

Attn: Health Department Director

3020 Rucker Ave., Suite 306

Everett, WA 98201

PHONE: 425-339-5200

EMAIL: SHD-Contracts@co.snohomish.wa.us

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.

F. 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.

G. 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.

H. 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.

I. 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.

J. HIPAA. School voluntarily provides students with training on the requirements of the Health Insurance Portability and Accountability Act (HIPAA) as well as chapter 70.02 RCW. Training Site will provide additional training on Training Site's specific HIPAA policies and procedures. School will direct its students and faculty to comply with the policies and procedures of the Training Site. No protected healthcare information (PHI) is anticipated to be exchanged between Training Site and School. Solely for the purpose of defining students' role in relation to the use and disclosure of Training Site's PHI, students acting pursuant to this Agreement are defined as members of Training Site's workforce when engaged in activities pursuant to this Agreement. However, School's students and faculty shall not be considered to be employees of the Training Site.

K. NONDISCRIMINATION. Nondiscrimination Requirement. During the term of this Agreement, the Training Site, including any subcontractor, shall not discriminate on the basis enumerated at RCW 49.60.530(3). In addition, the Training Site, including any subcontractor, shall give written notice of this nondiscrimination requirement to any labor organizations with which the Training Site, or subcontractor, has a collective bargaining or other agreement.

Tom
8/18/2021

Obligation to Cooperate. The Training Site, including any subcontractor, shall cooperate and comply with any Washington state agency investigation regarding any allegation that the Training Site, including any subcontractor, has engaged in discrimination prohibited by this Agreement pursuant to RCW 49.60.530(3).

Default. Notwithstanding any provision to the contrary, the college may suspend the Agreement with the Training Site, including any subcontractor, upon notice of a failure to participate and cooperate with any state agency investigation into alleged discrimination prohibited by this Agreement, pursuant to RCW 49.60.530(3). Any such suspension will remain in place until the college receives notification that the Training Site, including any subcontractor, is cooperating with the investigating state agency. In the event the Training Site, or subcontractor, is determined to have engaged in discrimination identified at RCW 49.60.530(3), the college may terminate this Agreement in whole or in part, and the Training Site, subcontractor, or both, may be referred for debarment as provided in RCW 39.26.200. The Training Site or subcontractor may be given a reasonable time in which to cure this noncompliance, including implementing conditions consistent with any court-ordered injunctive relief or settlement agreement.

EDMONDS COLLEGE

SNOHOMISH COUNTY

James Mulik

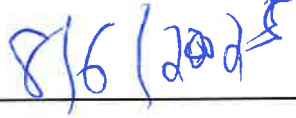
Printed Name



Signature

Vice President for Finance

Title


date

Printed Name

Signature

County Executive

Title

date

Approved as to form: Assistant Attorney General, Attorney for College 03/2024