



COMMUNICATION SCIENCE AND DISORDERS STUDENT AFFILIATION AGREEMENT

This Agreement is made and entered into by and between **Eastern Washington University** ("EWU"), located at 526 5th St, Cheney, WA 99004 and **Redlands Unified School District** ("Facility"), located at 20 W Lugonia Ave, Redlands, CA 92374.

The purpose of this Agreement is to cooperate in providing clinical educational experiences for **Communication Science and Disorders** students of EWU. In consideration of the mutual benefits of such a clinical educational program ("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 a Program through EWU at the Facility 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 Facility 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 Facility 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) and the Health Insurance Portability and Accountability Act (HIPAA), and by the respective policies and procedures of EWU and Facility.
 - 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.
5. EWU, at its discretion, will assign students to participate in clinical education at Facility. Before agreeing to take students, the Facility 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 Facility if they wish to participate in the Program at the Facility. Facility may refuse to allow students to participate at its Facility for any lawful reason. Additional information about EWU's responsibilities is contained in section B.
6. The students and the Facility's staff shall conduct themselves in accordance with each Program's national professional organizational standards of conduct, as follows:
 - i. Communication Science and Disorders: Council of Academic Accreditation (CAA) and the American Speech-Language-Hearing Association (ASHA).
7. Before publishing any material based on a student's experience at Facility under this Agreement, EWU students and staff must obtain prior written approval from the Facility and EWU.
8. There will be no payment of charges or fees between EWU and Facility.

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 Facility staff participation. EWU will provide information to Facility concerning its curriculum and the professional and academic credentials of its faculty for the students at the Facility.
3. Designate an appropriately qualified and credentialed faculty member ("internship/practicum coordinator") to coordinate and act as the liaison with Facility. The internship/practicum coordinator will arrange the schedule of student assignments in cooperation with the Facility.
4. Select for participation in the Program only those students who have successfully completed all prerequisite training requirements for the Program and who have successfully completed all EWU academic requirements.
5. Provide the Facility 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. EWU will try to provide this information at least four weeks before the beginning date of the Program. EWU is responsible for supplying any additional information required by Facility as set forth in this Agreement, prior to the arrival of students. EWU will notify Facility in writing of any change in a student's status.
6. Determine the students' final grade for the clinical experience.
7. If required by Facility for students who will be in contact with patients/clients, EWU will obtain from

student evidence of current immunizations relevant to clinical education.

8. Assign to Facility only those students 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 or American Red Cross guidelines and related to the age group(s) with whom they will be working, if required by Facility.
9. If necessary, EWU will ask each student who may be placed at Facility 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 Facility. Before the start of training at the Facility, EWU will provide Facility with the names of any students who have failed to provide the requested records, or who refuse to authorize the release of records to Facility. The students will be informed that, whether or not they agree to obtain the record and agree to release it to EWU and Facility, Facility may conduct the background inquiry directly and the Facility may refuse placement of a student who does not provide the requested records or who has a record of prior criminal conduct. Facility 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 Facility.
10. Comply with and ensure, to the extent possible, that students comply with the policies and procedures established by Facility. 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 Facility as identified below prior to being admitted to the Facility.
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. FACILITY RESPONSIBILITIES

1. Designate a coordinator to act as liaison with EWU and to provide the students and EWU with feedback on the students' performance. Facility will submit in writing to EWU the professional and academic credentials for the Facility coordinator and supervisors. Facility will notify EWU in writing of any change or proposed change in the coordinator or supervisors. Facility coordinator shall possess the following minimum requirements:
 - i. For Communication Science and Disorders, the Facility agrees to place students with clinicians holding the ASHA CCC and to supervise students according to ASHA requirements.
2. Provide students with a desirable clinical education experience within the scope of services provided by Facility. Provide a patient/client caseload appropriate to the students' level and ability and of adequate size and variety to ensure the educational experience.
3. Provide the students with instruction and practical experience on new equipment and techniques as acquired. Facility will make available to students basic supplies and equipment necessary for care of patients/clients and the Program. Within the limitation of facilities, Facility will make available office and conference space for students and, if applicable, EWU faculty.
4. Submit required reports on each student's performance and evaluate the students in accordance with EWU's policy.
5. Retain full and sole responsibility for the care rendered to patients/clients, and maintain the quality of patient care without relying on the students' clinical training activities for staffing purposes.
6. Provide an orientation for the student covering the rules, regulations, procedures, facilities,

and equipment of the Facility.

7. Maintain an environment free from recognized hazards and ensure a healthy and safe environment for all students and members of its community.
8. Notify EWU as soon as possible of any problems arising with the students or the Program. Facility 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, Facility's clinical education supervisor will notify EWU of the action taken. Facility 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 Facility provides to EWU; however, Facility 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.
9. On any day when a student is participating in the Program at its facilities, Facility 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, Facility 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, Facility will have no obligation to furnish medical or surgical care to any student.
10. That in accordance with PC 11105.3, the Facility will require pre-service teachers and fieldwork candidates to complete required Fingerprint Clearance Paperwork. The background process is a cost to the pre-service teachers and fieldwork candidates. Pre-service teachers and fieldwork candidates are to not be placed in fieldwork experiences in the District with unsupervised access to children until a background check by the Department of Justice, including fingerprint clearance, is complete and received by the District. Subsequent arrest records received by the District will be cause for a District review of continued student suitability. The District will be the sole determiner if it is deemed that the student will be removed from the fieldwork assignment.

D. OPERATIONAL DETAILS

EWU and Facility agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, EWU may develop letter agreements with Facility to formalize operational details of the Program. These details include, but are not limited to, the following:

- Beginning dates and length of experience (to be mutually agreed upon at least one month before the beginning of the Program);
- Number of students eligible to participate in the Program;
- Specific days, hours and locations for the Program;
- Specific learning objectives and performance expectations for students;
- Specific allocation of responsibilities for the EWU faculty, Facility coordinator, and any other persons who will be supervising students under 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.

E. STUDENTS' STATUS AND RESPONSIBILITIES

1. Students will have the status of learners and will not replace Facility personnel. Any service rendered by students is incidental to the educational purpose of the Program.
2. Students assigned to the Facility will be and will remain students of EWU, and will in no sense be considered employees of Facility. Students will not be entitled to any monetary or other remuneration for services performed by them at Facility, nor will Facility 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. 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).
3. Facility shall maintain general liability and professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 in the aggregate to cover its employees, officers, and agents in the performance of this Agreement, and further provide the means for defense and payment of claims that may arise against such individuals. Facility shall provide proof of such insurance to EWU upon execution of this Agreement.
4. As required by the Facility for participation in the Program, students will be required to have professional liability insurance with minimum limits of \$1,000,000 each claim and \$3,000,000 in the aggregate while participating in the Program. Certificates of such coverage will be provided to the Facility 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 five (5) 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 Facility will be in writing and transmitted by email, facsimile, mailed by first-class mail, postage prepaid or by hand delivery to:

Facility	EWU
<u>Redlands Unified School District</u> <u>Attn: Janine Torres</u> <u>20 W Lugonia Ave</u> <u>Redlands, CA 92374</u> <u>Email: janine_torres@redlands.k12ca.us</u> <u>Phone: 909-307-5300</u> <u>Fax:</u>	<u>Procurement & Contracts</u> <u>Eastern Washington University</u> <u>218 Tawanka Hall</u> <u>Cheney, WA 99004-2456</u> <u>Email: purchasing@ewu.edu</u> <u>Phone: (509) 359-2253</u> <u>Fax: (509) 359-7984</u>

Each party may designate a change of address by notice in writing. All notice, demands, requests, or communications that are not hand-delivered will be deemed received three (3) days after deposit in the US 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 Facility 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.** Facility will permit, on reasonable notice and request, the inspection of clinical and 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. Facility will provide additional training on Facility's specific HIPAA policies and procedures. EWU will direct its students and faculty to comply with the policies and procedures of Facility. No protected healthcare information (PHI) is anticipated to be exchanged between Facility and EWU. Solely for the purpose of defining students' role in relation to the use and disclosure of Facility's PHI, students acting pursuant to this Agreement are defined as members of Facility's workforce. However, EWU's students and faculty shall not be considered to be employees of Facility.
- 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.

Redlands Unified School District



Signature

11/14/2023

Date

Lisa Bruich

Name

Director III, Human Resources

Title

Eastern Washington University



Signature

11/14/2023

Date

Diana Zartman

Name

Contract Specialist 2

Title