

EDMONDS SCHOOL DISTRICT NO. 15
Office of the Superintendent

Date Submitted: November 1, 2007
Date of Board Meeting: November 13, 2007

TO: Board of Directors Single Reading (Action Recommended)

FROM: Nick Brossoit First Reading (No Action Recommended)
Superintendent Second Reading (Action Recommended)

SUBJECT: Interlocal Agreement with University of Washington School of Public Health

RECOMMENDATION:

It is recommended that the Board approve Resolution No. 07-44, authorizing the District to enter into an interlocal agreement with the University of Washington School of Public Health (UWSPH). This agreement is to provide practicum experiences for UWSPH students through the District's Food Service department.

BACKGROUND:

The goal of the UWSPH practicum is to provide UWSPH students the opportunity to use knowledge and skills acquired in the academic program in a practice agency or environment, under the direction of a supervisor in an agency different from their academic advisor. The practicum also affords an opportunity to develop and apply certain competencies that tend not to be well developed in academic coursework. The District can gain from the UWSPH students' academic knowledge through training they can provide to Food Service staff on the best practices relating to public health.

RCW 28A.320 and RCW 39.34, the Interlocal Cooperative Act, permit the District to establish interlocal cooperative agreements with other local governmental units.

Submitted by: Barbara Lloyd
Barbara Lloyd
Director of Food Services

Approved by: Marla S. Miller
Marla S. Miller
Assistant Superintendent



AFFILIATION AGREEMENT for Master of Public Health Students

This Agreement is made and entered into between the **University of Washington, School of Public Health and Community Medicine** ("School"), located at Seattle, Washington, and _____ ("Training Site"), located at _____. The purpose of this Agreement is for Training Site, which is committed to training health care professionals, to provide desirable practicum 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 practicum 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 practicum program);
 - Number of students eligible to participate in the practicum program;
 - Specific days, hours and locations for the practicum program;
 - Specific learning objectives and performance expectations for students;
 - Specific allocation of responsibilities for the Faculty Liaison and Practicum Site Supervisor 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, 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 practicum 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.
4. School and Training Site will instruct their respective faculty, staff, and students participating in the practicum program, to maintain confidentiality of student and client information as required by law and by the policies and procedures of School and Training Site.
5. There will be no payment of charges or fees between School and Training Site.
6. 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

7. 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 designates the MPH Practicum Coordinator in the Dean's Office 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.
8. School's faculty will meet with the Training Site Practicum Site Supervisor at the beginning and end of the practicum program to discuss and evaluate the practicum program. These meetings will take place in person if practicable, otherwise by telephone conference. School is responsible for arranging and planning the meetings.

9. School will provide the names and information pertaining to relevant education and training for all students enrolled in the practicum program at least four weeks before the beginning date of the practicum placement. 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.
10. School will obtain evidence of current immunizations against diphtheria, tetanus, poliomyelitis, measles (rubeola), 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 purified protein derivative (PPD) testing or follow-up as recommended if the students are PPD-positive or have had bacillus calmette quenin (BCG). School will provide information to Training Site regarding student status concerning the above requirements.
11. School agrees to request a "Child and Adult Abuse Law" criminal background check (hereinafter CAAL check) pursuant to RCW 43.43.830-.842. School agrees to provide Training Site with a copy of the CAAL check results provided by the Washington State Patrol 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 practicum 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.
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 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.

TRAINING SITE'S RESPONSIBILITIES

14. Training Site will provide students with a desirable practicum experience within the scope of health care services provided by Training Site. Training Site will designate in writing one person as the Practicum Site Supervisor, who will maintain contact with the School-designated Liaison to assure mutual participation in and review of the practicum program and student progress. Training Site will submit in writing to School the professional and academic credentials for the Practicum Site Supervisor. Training Site will notify School in writing of any change or proposed change of the Practicum Site Supervisor.
15. 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 clients' rights, including library resources and reference materials.
16. Training Site will make available to students basic supplies and equipment necessary for practicum placement. Within the limitation of facilities, Training Site will make available office and conference space for students and, if applicable, School faculty.
17. Training Site will submit required reports on each student's performance and will provide an evaluation to School on forms provided by School.
18. Training Site retains full responsibility for the care of clients, and will maintain the quality of client care without relying on the students' practicum activities for staffing purposes.

19. Training Site will have the right to take immediate temporary action to correct a situation where a student's actions endanger client care. As soon as possible thereafter, Training Site's Practicum Site 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 services.

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 practicum program.

21. Students are required to adhere to the standards, policies, and regulations of Training Site during their practicum placement.

22. Students will wear appropriate attire and name tags, and will conform to the standards and practices established by School during their practicum placement at Training Site.

23. 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

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

25. School will defend, indemnify and hold Training Site harmless from any loss, claim or damage arising from the negligent acts and omissions of its employees, officers, agents, faculty and students, including negligence connected with performing its obligations under this Agreement, 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 participating in a practicum at Training Site) in the performance of this Agreement.

26. Training Site will defend, indemnify and hold School harmless from any loss, claim or damage arising from the negligent acts and omissions of its employees, officers and agents, including the negligent supervision of students, and 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).

27. Both parties will provide proof of coverage upon execution of this Agreement. 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

28. This Agreement is effective beginning _____ and will continue thereafter from year to year. 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 practicum placement, maximum number of students for whom Training Site can provide a desirable practicum experience, and the needs of other disciplines or schools requesting practicum placements.

29. This agreement may be canceled by written notice one year prior to termination; however, such termination shall not become effective for the students then enrolled in the practicum program if such termination prevents completion of their requirements for completion of the practicum program.

PROVISIONS REGARDING BLOOD-BORNE PATHOGENS

30. 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 Hepatitis B (HBV) vaccine to all practicum 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.

31. 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 practicum program at Training Site, Training Site agrees to provide the following services:

- Provide or assist with seeking emergency care as appropriate
- Emergency medical care following the injury (at the student's expense);
- HIV counseling and appropriate testing (at the student's expense);
- Cooperate in the identification and documentation for the source individual

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

MISCELLANEOUS PROVISIONS

33. 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.

34. 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.

35. 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.

36. 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.

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:

- (a) To School:
MPH Practicum Coordinator
Dean's Office, SPHCM
Box 357230
University of Washington
Seattle, WA 98195-7230
- (b) To Training Site:

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 U.S. mail, postage prepaid; or upon confirmation of successful facsimile transmission.

39. 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.

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

43. HIPAA. School voluntarily provides trainees with web-based 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 trainee to the Training Site's specific policies and procedures governing use and disclosure of protected health information. School shall direct its trainees to comply with the policies and procedures of Training Site. Solely for the purpose of defining the trainees' role in relation to the use and disclosure of Training Site's protected health information, the trainees 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 trainees are not and shall not be considered to be employees of the Training Site.

UNIVERSITY OF WASHINGTON
SCHOOL OF PUBLIC HEALTH AND COMMUNITY
MEDICINE

(Training Site)

By _____ Date _____
Kathryn Waddell
Executive Director
Health Science Administration

By _____ Date _____

By _____ Date _____
Patricia W. Wahl, Dean
School of Public Health and Community Medicine

Approved as to form:

(HSC-4003 Revised Affiliation Agreement template for the School of Public Health and Community Medicine Practicum Program has been approved through the Attorney General's Office as of 7/8/99)

RESOLUTION NO. 07-44
OF EDMONDS SCHOOL DISTRICT No. 15
SNOHOMISH COUNTY, WASHINGTON

AUTHORIZE INTERLOCAL COOPERATIVE AGREEMENT
WITH UNIVERSITY OF WASHINGTON SCHOOL OF PUBLIC HEALTH

WHEREAS, RCW 39.34, the Interlocal Cooperative Act, provides for interlocal cooperation between governmental agencies; and

WHEREAS, the Edmonds School District No.15 agrees to provide practicum experiences for University of Washington School of Public Health students; and

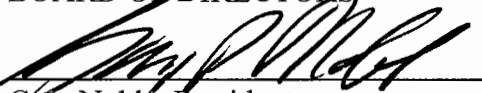
WHEREAS, University of Washington School of Public Health is committed to the education and training of health care professionals;

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Edmonds School District No.15, Snohomish County, as follows:

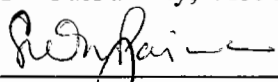
1. That an interlocal cooperative agreement be formed between the Edmonds School District No.15 and University of Washington School of Public Health (UWSPH) for the purpose of providing practicum experience opportunities for UWSPH students.
2. That the Superintendent or designee of Edmonds School District No.15, Snohomish County, Washington, is hereby designated as representative to the interlocal cooperative agreement, and the Superintendent or designee is further authorized to execute and implement the requisite agreement or agreements to accomplish this purpose.

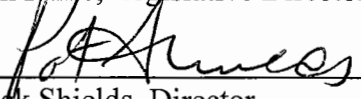
ADOPTED by the Board of Directors of Edmonds School District No.15, Snohomish County, Washington, at a regular meeting thereof this 13th day of November, 2007.

Edmonds School District No. 15
BOARD OF DIRECTORS

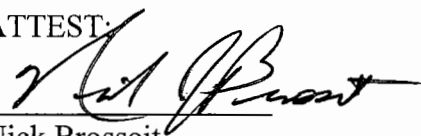

Gary Noble, President


Ann McMurray, Vice President


Susan Paine, Legislative Director


Patrick Shields, Director

ATTEST:


Nick Brossoit
Secretary of the Board



AFFILIATION AGREEMENT for Master of Public Health Students

This Agreement is made and entered into between the **University of Washington, School of Public Health and Community Medicine** ("School"), located at Seattle, Washington, and **Edmonds School District #15** ("Training Site"), located at Lynnwood, Washington. The purpose of this Agreement is for Training Site, which is committed to training health care professionals, to provide desirable practicum experiences and facilities for School's students. In consideration of the mutual covenants and agreements contained herein, School and Training Site agree as follows:

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- Cooperate in the identification and documentation for the source individual

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

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(a) To School:

MPH Practicum Coordinator
Dean's Office, SPHCM
Box 357230
University of Washington
Seattle, WA 98195-7230

(b) To Training Site:

Marla S. Miller
Assistant Superintendent
Edmonds School District #15
20420 68th Avenue W.
Lynnwood, WA 98036

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 U.S. mail, postage prepaid; or upon confirmation of successful facsimile transmission.

39. 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.

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

43. HIPAA. School voluntarily provides trainees with web-based 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 trainee to the Training Site's specific policies and procedures governing use and disclosure of protected health information. School shall direct its trainees to comply with the policies and procedures of Training Site. Solely for the purpose of defining the trainees' role in relation to the use and disclosure of Training Site's protected health information, the trainees 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 trainees are not and shall not be considered to be employees of the Training Site.

UNIVERSITY OF WASHINGTON
SCHOOL OF PUBLIC HEALTH AND COMMUNITY
MEDICINE

EDMONDS SCHOOL DISTRICT #15

By Kathryn Waddell Date 11/7/07
Kathryn Waddell
Executive Director
Health Science Administration

By Marla S. Miller Date 11/16/07
Marla S. Miller
Assistant Superintendent

By Patricia W. Wahl Date 11/9/07
Patricia W. Wahl, Dean
School of Public Health and Community Medicine

Approved as to form:

By Jane Yung Date 11/6/07
Jane Yung, Assistant Attorney General
School of Public Health and Community Medicine, University of Washington