OUT OF STATE AFFILIATION AGREEMENT

AGREEMENT FOR AFFILIATION BETWEEN
Central Washington University
AND
THE CITY OF BOULDER

THIS AGREEMENT is made between Central Washington University ("University") and the City of Boulder, Colorado, a Colorado home-rule city, ("Agency").

BACKGROUND

Internship education and experience is a required and integral component of the University’s educational programs; and

The University desires the assistance of the Agency in providing internship education for its students.

COVENANTS

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the Agency and the University agrees as follows:

1. Responsibilities of the University

1.1 The University will assume full responsibility for planning and implementation of the educational program of the student.

1.2 The University will refer to the Agency only those students who have satisfactorily completed prerequisite clinical and/or didactic portion of the curriculum.

1.3 The University will identify a person or persons to direct the internship educational program at the Agency and to act as liaison for the Agency, University and the student(s).

1.4 The University will be responsible for the determination of a student’s final grade.
1.5 The University will notify the Agency of its planned schedule of student assignments, including the dates and purpose of affiliation, the name(s) of the student(s), and the level of academic preparation. All schedules and assignments must be acceptable to the Agency.

1.6 The University will provide the Agency with objectives for individual internships (or specialized classes) and evaluation forms for the Agency to provide input for the evaluation process.

1.7 The University will maintain ongoing communication with the Agency on items pertinent to internship education. Such communication should include, but not be limited to, on-site visits or phone conferences with the Agency and the provision of educational materials relevant to the educational program.

1.8 The University will advise students and faculty assigned to the Agency of their responsibility for complying with the policies, rules and regulations of the Agency.

1.9 The University shall maintain all educational progress records pertaining to its students.

1.10 The University agrees to inform each student of his or her responsibility to maintain and provide, upon request, a current health record showing the student’s physical status, and training in Universal Precautions, and follow-up on exposures.

1.11 The University will inform each student that a criminal background check will need to be submitted directly to Agency’s contact person. The Agency will facilitate this process with the intern by providing the student with the release authorization form. The Agency will then submit the release authorization form to the City of Boulder’s Human Resources Department which will conduct the appropriate background check. A driving background check may also be required for the internship. The Agency will incur all costs for intern background checks.

1.12 The University will direct each student to submit proof of health insurance and be responsible for all medical expenses incurred during an internship experience. (Check One)

The University does provide liability coverage.
The University does not provide liability coverage.

Documentation of medical expenses incurred during an internship experience is requested in writing by the agency. (Check One)

See attachment A.
1.14 The University will provide worker's compensation insurance for students in accordance with applicable state requirements. If state laws do not provide students with workers' compensation coverage the student shall refer to their own medical policy. *Students will not be covered by the Agency's worker's compensation insurance.

(Check One) [X] The University does provide Worker's Compensation Coverage
[ ] The University does not provide Worker's Compensation Coverage

2. Responsibilities of the Agency

2.1 The Agency will have ultimate responsibility for patron service and represents that such service is its first priority.

2.2 The Agency will provide the physical facilities, equipment, supplies and patrons to conduct the educational program in accordance with the affiliation's objectives.

2.3 The Agency will provide each student with access to a planned supervised program of internship experience, consistent with the educational objectives and program established by the University.

2.4 The Agency will provide a designated staff member to act as the internship supervisor for student(s).

2.5 The Agency will provide the assigned student(s) with an orientation to the Agency and provide each student with access to pertinent rules and regulations, including applicable confidentiality laws, rules, regulations and procedures with regard to patient, client or patron records.

2.6 The Agency will evaluate the performance of the assigned student(s) in writing, using forms provided or approved by the University.

2.7 The Agency will advise the University in a timely manner of any serious deficiency noted in an assigned student's performance. It will then be the mutual responsibilities of the student, the Agency and the University to devise a plan by which the student may be assisted towards achieving the stated objectives of the affiliation.

2.8 The Agency has the right to require that the University withdraws from the affiliation any student whose health (despite reasonable accommodation) or performance is a detriment to patient, client or patron well being or to the achievement of the stated objectives of the affiliation.

2.9 The Agency has the right to require that there be a termination of a student's assignment if conditions at the Agency prove to be detrimental to student learning.
3. **Mutual Responsibilities of the University and the Agency**

3.1 The University and the Agency will establish the internship education objective(s) for the affiliation, devise methods for their implementation, and evaluate their effectiveness.

3.2 The University and the Agency will determine the number of students assigned to the Agency and the length of the affiliation required to achieve the stated educational objectives.

3.3 The University and the Agency will not unlawfully discriminate against any employee, applicant, or student enrolled in their respective programs because of race, religion, gender, age, national origin, disability, sexual orientation, military service, or political affiliation.

3.4 The University and the Agency agree that no monies will be paid by either party to the other under the terms and conditions of this Agreement and that the mutual benefits contained herein accruing constitute sufficient consideration herefor. The parties to this Agreement intend that the relationship between them contemplated by this Agreement is that of independent entities working in mutual cooperation. The University faculty, staff, and students are not to be considered Agency employees for any purpose, and said persons may not hold themselves as employees or agents of Agency or otherwise make any representation or commitment on behalf of Agency. Likewise, Agency staff are not to be considered employees or agents of the University or otherwise make any representations or commitments on behalf of the University. Agency shall in no way be required to provide any pecuniary benefits, salaries, wages, or fringe benefits to faculty, staff or students of the University, and likewise, the University shall in no way be required to provide such pecuniary benefits to employees or agents of Agency.

3.5 Both parties recognize that they are bound to comply with the Family Educational Rights and Privacy Act (Buckley Amendment) in the handling of educational records of students enrolled in their programs. It is also understood and recognized that employees and agents of each party will need to have access to the educational records maintained by the other party in properly administering their duties and obligations under this Agreement and to the individual students. It is also agreed that each party shall thoroughly orient its employees and agents of its obligations under the Family Educational Rights and Privacy Act and shall maintain its practices in strict accordance with the requirements of that Act. Neither party shall be permitted to authorize any further disclosure of educational records of students of the other party to persons or entities not a party to this Agreement without first having received permission of the other party and having obtained assurances that the other party has fully complied with the provisions of the Family Educational Rights and Privacy Act. Any permitted disclosure to persons or entities not a party to this Agreement shall be under the conditions that no further disclosure by such parties shall be permitted.

3.6 Each party shall comply with the policies and procedures of the Healthcare Insurance Portability and Accountability Act (HIPAA) of 1996, as amended, its rules and regulations, including those governing the use and disclosure of individually identifiable health information under federal law, specifically, 45 CFR parts 160 and 164.
3.7 Each party assumes responsibility for its agents', and its employees' actions and omissions in the performance or failure to perform work under this Agreement, subject to appropriations and applicable state and federal law.

4. General

4.1 This Agreement will become effective on April 1, 2012 and terminate on April 1, 2013 or as other provisions for termination contained herein may allow. Revisions and modifications of this Agreement may be made only in writing with mutual consent.

4.2 This Agreement contains the entire understanding of the parties and supersedes any and all previous agreements. Either party shall have the right to terminate this Agreement and withdraw from the affiliation at any time, having given the other party ninety days prior written notice of its intention to do so. Any notices shall be sent by registered mail, return receipt requested, to the parties at the following addresses:

To the Agency:

Internship Coordinator
c/o City of Boulder Parks and Recreation
P.O. Box 791
Boulder, CO 80306

To the University:

Central Washington University
400 E University Way
Ellensburg, WA 98926-1401

4.3 Each party warrants that it possess the legal authority to enter into this Agreement and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. The person(s) executing this Agreement on behalf of each party warrants that such person has full authorization to execute this Agreement.
The parties have entered into this Agreement as of the date first set forth above.

UNIVERSITY NAME HERE

By:  
Title:  

STATE OF  

COUNTY OF  

Acknowledged before me, a notary public, this day of  

by  

[person signing agreement on behalf of university] as  

[title of person signing agreement on behalf of university]

Witness my hand and official seal.  
My commission expires:  

Notary Public

CITY OF BOULDER

City Manager

ATTEST:  

City Clerk on behalf of the 
Director of Finance and Record-

APPROVED AS TO FORM:

City Attorney's Office
ATTACHMENT A
TO OUT OF STATE AFFILIATION AGREEMENT

Below are changes to the Out of State Affiliation Agreement between The City of Boulder (Agency) and Central Washington University (University).

Affiliation Agreement. Remove the entire section of Article 1.13 and replace with the following:

University is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against University and its employees, officers, and agents in the performance of their duties under this Agreement will be paid from the tort claims liability account as provided in Chapter 4.92 RCW. University will make professional (Medical Malpractice) liability insurance available for purchase by its students. The limits on the policy shall be, at minimum, $1,000,000 per occurrence. University will provide those students who purchase insurance through it with proof of insurance. Students also may acquire professional (Medical Malpractice) liability insurance through another source. University shall inform all students who it plans to place at Agency that: Agency will accept placement of only those students who are insured against liability for actions or inactions occurring in the clinic setting, and students are required to provide Agency with proof of insurance prior to placement. In addition, the limits on the liability policy shall be, at minimum, $1,000,000 per occurrence, and should proof of insurance not meet Agency approval and satisfaction, Agency can refuse to accept any student for placement.
### STANDARD

**Contract Routing Cover Sheet**

Please print and attach to your document.

You can view the status of your contract using the [Contract Tracking Status Page](http://intraweb.ci.boulder.co.us/ContractTracking/servlet/Controller).

<table>
<thead>
<tr>
<th>Routing Number</th>
<th>20120427-7439</th>
</tr>
</thead>
<tbody>
<tr>
<td>Originating Dept</td>
<td>Parks &amp; Recreation</td>
</tr>
<tr>
<td>Contact Person</td>
<td>Sally Dieterich</td>
</tr>
<tr>
<td>Project Manager / Contract Administrator</td>
<td>Steve Whipple</td>
</tr>
<tr>
<td>Counter Parties</td>
<td>COB and Central Washington University</td>
</tr>
<tr>
<td>Contract Title / Type</td>
<td>Out of state affiliation agreement for internship education</td>
</tr>
<tr>
<td>Description</td>
<td>Out of state affiliation agreement for internship education between the City of Boulder and Central Washington State University from 4/1/12 terminating on 4/1/2013.</td>
</tr>
<tr>
<td>Special Instructions</td>
<td>Please return one signed copy and one electronic copy to Sally Dieterich.</td>
</tr>
<tr>
<td>Amount</td>
<td>Expense Type</td>
</tr>
</tbody>
</table>

**NOTE:**

**Originating Department:** Identify with a check mark all areas document needs to be routed.

- Purchasing
- Budget
- Sales Tax
- CAO
- City Manager
- Central Records

- Dept. Head Signature

Contract Tracking Home | Signature Routing Form | Track Contract Status | Update Contract Status

http://intraweb.ci.boulder.co.us/ContractTracking/servlet/Controller

4/27/2012