



EDUCATIONAL AFFILIATION AGREEMENT FOR STUDENTS OF  
Green River College  
And  
Bethel School District

This Agreement is made and entered into between **Green River College**, located at Auburn, Washington, and **Bethel School District** located at Spanaway, Washington. The purpose of this Agreement is for Bethel School District, which is committed to training health care professionals, to provide desirable clinical learning experiences and facilities for Green River College's students who are enrolled in its **Health Science Programs**. In consideration of the mutual covenants and agreements contained herein, Green River College and Bethel School District agree as follows:

**I. GENERAL PROVISIONS**

A. Green River College and Bethel School District agree that contemporaneous with or following execution of this Agreement and within the scope of its provisions, Green River College may develop letter agreements with Bethel School District 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;
- 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.

B. Green River College and Bethel School District 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. Green River College and Bethel School District 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 Green River College and Bethel School District.

D. There will be no payment of charges or fees between Green River College and Bethel School District.

E. There will be no discrimination against any program participant or applicant covered under this Agreement because of race, color, creed, religion, national origin, age, sex or sexual orientation, honorably discharged veteran or military status, gender identity, genetic information, marital status, pregnancy, the presence of any sensory, mental or physical disability, or the use of a trained guide dog or service animal by a person with a disability, nor will Green River College or Bethel School District engage in such discrimination in their employment or personnel policies.

## **II. GREEN RIVER COLLEGE'S RESPONSIBILITIES**

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

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

C. Green River College will provide the names and information pertaining to 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. Green River College is responsible for supplying any additional information required by Bethel School District as set forth in this Agreement, prior to the arrival of students. Green River College will notify Bethel School District in writing of any change or proposed change in a student's status.

D. Green River College will obtain evidence of current immunizations against diphtheria, tetanus, poliomyelitis, measles (rubeola), mumps, rubella (or a positive rubella titer), and of hepatitis B immunity status, documented by a protective titer, for those students who will be in contact with patients/clients. For each student born after 1956, Green River College 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 chickenpox will be advised to get an immune titer. Green River College will require yearly PPD testing or follow-up as recommended if the students are PPD-positive or have had BCG. Green River College will provide information to Bethel School District regarding student status concerning the above requirements.

E. Green River College will assign to Bethel School District 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.

F. Green River College shall ask each student who may be placed in Bethel School District 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 Green River College, and to authorize the Green River College to transmit that record or copy thereof to Bethel School District. Before the start of training, Green River College will provide Bethel School

District with the names of any students who have failed to provide the requested records, or who refuse to authorize the release of records to Bethel School District. The students will be informed that, whether or not they agree to obtain the record and agree to release it to Green River College and Bethel School District, Bethel School District may conduct the background inquiry directly and the Bethel School District may refuse placement of a student who does not provide the requested records or who has a record of prior criminal conduct.

Bethel School District understands and agrees that any information forwarded to it by Green River College has been procured through this process. Green River College 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 Bethel School District.

G. Green River College will comply with and ensure to the extent possible that students comply with the policies and procedures established by Bethel School District. Green River College 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 Bethel School District as identified in section V. C. below prior to being admitted to the Bethel School District.

H. Green River College 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. Green River College will inform students that they are responsible for their own health needs, health care costs, and health insurance coverage.

### **III. BETHEL SCHOOL DISTRICT'S RESPONSIBILITIES**

A. Bethel School District will provide students with a desirable clinical education experience within the scope of health care services provided by Bethel School District. Bethel School District 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 Green River College-designated Liaison to assure mutual participation in and review of the clinical education program and student progress. Bethel School District will submit in writing to Green River College the professional and academic credentials for the Preceptors and clinical education Supervisor. Bethel School District will notify Green River College in writing of any change or proposed change of the Preceptors or clinical education Supervisor.

B. Bethel School District will provide students with access to sources of information necessary for the education program, within Bethel School District's policies and procedures and commensurate with patients' rights, including library resources and reference materials.

C. Bethel School District will make available to students basic supplies and equipment necessary for care of patients/clients and the clinical education program. Within the limitation of facilities, Bethel School District will make available office and conference space for students and, if applicable, Green River College faculty.

D. Bethel School District will submit required reports on each student's performance and will provide an evaluation to Green River College on forms provided by Green River College.

E: Bethel School District 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.

F. Bethel School District 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, Bethel School District's clinical education Supervisor will notify Green River College of the action taken. All final resolutions of the student's academic status in such situations will be made solely by Green River College after reviewing the matter and considering whatever written factual information Bethel School District provides for Green River College; however, Bethel School District 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, Bethel School District will provide to such student 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, Bethel School District 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 Bethel School District 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 Bethel School District during their clinical education program.

C. Students will wear appropriate attire and name tags, and will conform to the standards and practices established by Green River College during their clinical education program at Bethel School District.

D. Students assigned to Bethel School District will be and will remain students of Green River College, and will in no sense be considered employees of Bethel School District. Bethel School District does not and will not assume any liability under any law relating to Worker's Compensation on account of any Green River College 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 Bethel School District, nor will Bethel School District otherwise have any monetary obligation to Green River College 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. Green River College is covered by the State of Washington Self-Insurance Program and the Tort Claims Act (Chapter 4.92 RCW). Claims against Green River College 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.

C. In order to be accepted at the Bethel School District, 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 Bethel School District.

D. Bethel School District maintains professional liability insurance coverage with **Clear Risk Solutions** [insurance company]. Through that coverage, Bethel School District provides liability coverage for its employees, officers, and agents in the performance of this Agreement, and further provides the means for defense and payment of claims that may arise against such individuals. [Optional: Bethel School District also maintains liability insurance coverage with \_\_\_\_\_ [insurance company] for students performing under this Agreement at the Bethel School District.

## **VI. TERM**

A. This Agreement is effective beginning **May 5, 2017** and will continue thereafter from year to year for up to five years from the effective date. Green River College and Bethel School District will jointly plan student placement in advance of each year's beginning, taking into account the needs of the Green River College for clinical placement, maximum number of students for whom Bethel School District can provide a desirable clinical education experience, and the needs of other disciplines or Green River Colleges requesting clinical placements.

B. 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 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. Green River College certifies that it has trained each student it sends to Bethel School District in universal precautions and transmission of blood-borne pathogens, and that it will send to Bethel School District only students who have been trained in and have practiced using universal precautions. Green River College has recommended the Hepatitis B (HBV) screening to all clinical education program students before assignment to Bethel School District. Students may waive the HBV series, but are required to have a TB screening and be up-to-date on all other immunizations. Bethel School District will provide personal protection equipment that is appropriate for the tasks assigned to Green River College's students.

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 Bethel School District, Bethel School District agrees to provide the following services:

- Being seen by Bethel School District'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 Bethel School District 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 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 Green River College or Bethel School District, 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 Green River College:  
12401 SE 320<sup>th</sup> Mail Stop: SC  
Auburn, WA 98092-3622  
Attn: Barry Robinson, Dean of Instruction  
(253) 833-9111  
[Brobinson@greenriver.edu](mailto:Brobinson@greenriver.edu)
- (b) To Bethel School District:  
516 176<sup>th</sup> Street E  
Spanaway, WA 98387  
Attn: Beverly Martin, Administrative Assistant of HR  
(253) 683-6020

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. Green River College and Bethel School District 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.

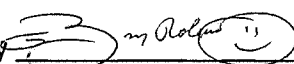
H. Waiver. Neither the waiver by any of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder, 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.

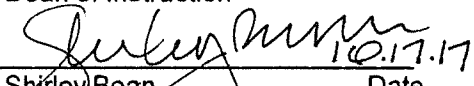
I. Inspection. Bethel School District will permit, on reasonable notice and request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of Green River College.

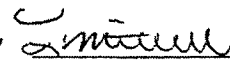
J. HIPAA. Green River College voluntarily provides students with training on the requirements of the Health Insurance Portability and Accountability Act (HIPAA). Bethel School District will provide additional training on Bethel School District's specific HIPAA policies and procedures. Green River College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

**COLLEGE**

**School District**

By  \_\_\_\_\_  
Barry Robinson Date  
Dean of Instruction

By  10.17.17  
Shirley Bean Date  
Vice President of Business Administration

By  8.27.17  
\_\_\_\_\_ Date

By \_\_\_\_\_  
\_\_\_\_\_ Date

Approved as to form:

\_\_\_\_\_  
Assistant Attorney General  
Attorney for College