

MEMORANDUM OF UNDERSTANDING
BETWEEN
LAKE WASHINGTON INSTITUTE OF TECHNOLOGY
ALLIED HEALTH
OCCUPATIONAL THERAPY ASSISTANT PROGRAM
AND
LAKE STEVENS SCHOOL DISTRICT

Agreement No. 2015-033

I. PARTIES AND PURPOSE

This memorandum of understanding is an agreement between Lake Washington Institute of Technology ("College") and Lake Stevens School District ("Health Care Facility"). Its purpose is to provide a mutually agreed upon affiliation for the provision of a clinical and administrative learning experience to Allied Health students as follows:

II. RESPONSIBILITIES OF THE COLLEGE

- A. The College's faculty will be responsible for conferring with the individual who is designated by the Health Care Facility as the clinical supervisor regarding the student assignments (hours, days, etc.) and policies of the clinical affiliation.
- B. The College will assign to the Health Care Facility only students who meet health standard policies established by state and federal regulatory bodies.
- C. The College will develop an overall evaluation of the student's performance through conferences with the Health Care Facility's clinical supervisors held periodically throughout the assignment period.
- D. The College will determine the final grade for the student's clinical affiliation, with input from the clinical supervisor.

III. RESPONSIBILITIES OF THE HEALTH CARE FACILITY

- A. The Health Care Facility shall make available sufficient experience supervised by a clinical supervisor to help develop entry level employment skills for the students.
- B. The regular staff will provide information and/or access to sources of information to further the students' education as an allied health professional.
- C. Infractions of the Health Care Facility's policies by any student should be reported to the College faculty or instructional program administrator as deemed necessary. Removal of the student from an assignment and the Health Care Facility should be done only for sufficient cause and mutual agreement between the clinical supervisor and the responsible College faculty member(s).
- D. The students will not be asked to perform procedures in which they have not been trained.
- E. The Health Care Facility is in compliance with OSHA/WISHA standards for the control of blood borne pathogens and the disposal of biohazardous waste.
- F. The learning experience may occur at sites mutually agreed upon by the College and Health Care Facility.

- G. The Health Care Facility is responsible for the final outcome of patient care and for obtaining patient consent to receive treatment from students.

IV. STATUS AND RESPONSIBILITIES OF THE STUDENTS

- A. The students have the status of learners and will not replace regularly employed personnel. Any service rendered by a student is considered incidental to the educational purpose of the clinical experience. Likewise, the primary role of the Health Care Facility's personnel involves patient care and not instructional responsibility.
- B. Students are expected to be clean and well-groomed and, additionally, to adhere to the standards, policies, and regulations of the Health Care Facility.
- C. Students will assume responsibility for establishing and maintaining adequate personal health and accident insurance coverage.

V. TERM AND TERMINATION

- A. This agreement is effective from February 23, 2015 when it shall be mutually implemented by the responsible officials of the College and the Health Care Facility. It will expire February 22, 2020, unless extended. Should the Health Care Facility agree to serve as a learning site for other future clinical experience periods, this agreement may be kept active for a period not to exceed two years from the original expiration date, by mutual written agreement of both parties.
- B. Changes in this agreement can be made at any time by mutual consent of the College and the Health Care Facility. Both parties agree to give reasonable consideration to variations and alterations, which must be made in writing and signed by both parties. If either party determines that mutual agreement can not be reached, or that the agreement should not be continued, that party may give the other notice in writing to end the memorandum at the completion of the following quarter.

VI. INSURANCE; NO INDEMNITY

- A. Each party shall assume and bear liability for the actions and inactions of itself and its employees and agents.
- B. The College warrants that it and its agents and employees are protected against claims based upon negligence while acting within their scope of authority, and in good faith as agents of the state of Washington and/or Lake Washington Institute of Technology. This protection is provided by the state of Washington's self-insurance program and the Tort Claims Act (RCW 28B.10.842, RCW 4.92.130-.170). Claims or judgments against the state and/or its agents or employees are paid from the state's liability account.
- C. Lake Washington Institute of Technology Allied Health students are additionally covered by liability insurance. The basic limit is \$1,000,000. The policy provides legal defense for the student against whom claims are filed.
- D. Students shall not be considered employees of the Health Care Facility nor of the state or College. Neither party assumes any liability under any law relating to worker's compensation or workplace injury on account of any act of any student's performing, receiving training or traveling pursuant to this memorandum of understanding. Students shall not be eligible to participate in any retirement or financial benefits provided by either party to its employees including without limitation, payment of taxes, fringe benefits, insurance premiums, social security obligations, and licensing fees, nor shall such students hold

themselves out as employees. Students and faculty shall wear conspicuous name badges identifying themselves and their affiliation with the College.

VII. NONDISCRIMINATION

- A. 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 the College or Health Care Facility engage in such discrimination in their employment or personnel policies.

VIII. APPLICABLE LAW

This agreement shall be governed by Washington law. Venue of any action hereunder shall be in King County.

Lake Washington Institute of Technology
11605 132nd Avenue Northeast
Kirkland, WA 98034

Lake Stevens School District
Educational Service Center
12309 22nd Street Northeast
Lake Stevens, WA 98258

By: 

William F. Thomas,
Vice President, Administrative Services

Date: FEBRUARY 3, 2015

By: 

Teresa Main
Assistant Superintendent of Business Services

Date: 2/24/15

Approved as to Form
Office of the Attorney General
State of Washington
James R. Tuttle
Assistant Attorney General

10/23/96

2015-033 Lake Stevens School District; 2/3/2015