

**Project title:** WWU Human Services - Everett Internship Agreement

**Council Bill #** *interoffice use*

**Agenda dates requested:**  
5/5/2021

Briefing  
Proposed action  
Consent  X  
Action  
Ordinance  
Public hearing  
Yes  X No

**Budget amendment:**  
Yes  X No

**PowerPoint presentation:**  
Yes  X No

**Attachments:**  
Affiliation Agreement

**Department(s) involved:**  
Community Development/  
COET

**Contact person:**  
Julie Willie

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**Initialed by:**

Department head  
JW  
Administration

Council President

**Project:** *Health and Human Development Internship Affiliation Agreement*

**Partner/Supplier :** *Western Washington University*

**Location:** *n/a*

**Preceding action:** *n/a*

**Fund:** *n/a*

**Fiscal summary statement:**

*No financial impact*

**Project summary statement:**

*This affiliation agreement with Western Washington University will allow all departments within the City of Everett, including the Police Department, to host Health and Human Development interns who are seeking required filed work experience. As a host site, the city is responsible to provide suitable facilities for work experience and observation. This agreement does not require the City to host an intern, but allows for it for three years if we so choose, in particular within the Community Outreach and Enforcement Team (COET).*

**Recommendation (exact action requested of Council):**

*Authorize the Mayor to sign the Western Washington University Internship Affiliation Agreement Contract ID # 9739*



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## **Western Washington University – Internship Affiliation Agreement**

Contract ID #: 9739

Contract Type: Internships

WWU Responsible Department: Health and Community Studies

THIS INTERNSHIP AFFILIATION AGREEMENT is entered between **WESTERN WASHINGTON UNIVERSITY**, 516 High St., Bellingham, WA 98225, hereinafter referred to as the “University”, and **CITY OF EVERETT (EVERETT POLICE DEPARTMENT)**, 3002 Wetmore Ave , Everett, WA, 98201, hereinafter referred to as “Host Site”. Any additions to and/or deletions from this contract and/or attachments must be initialed and dated by both parties in order to be valid.

WHEREAS, The University has a Health and Human Development department which requires students to receive field work experience at outside facilities for [ ] programs (Hereinafter referred to as “Program”); and the Host Site has suitable facilities for field work experience and observation of said students and is willing to allow the University to use such facilities for the benefit of said students in the Program.

The parties hereto agree as follows:

### **1. Contract Term:**

This agreement shall be for three years, beginning 04/05/2021. This agreement may be renewed for additional periods if approved by both parties in writing. Notwithstanding the term stated, this agreement may be renewed and amended at the end of each school year.

### **2. Responsibilities of the Parties**

#### **A. University and Host Site:**

1. The University shall designate a faculty/staff member hereafter known as the University Representative to provide liaison with an individual designated by the Host Site hereafter known as the Host Site Representative.
2. The time, place, and subject matter of all training related to this agreement shall be subject to the prior approval of the Host Site and the University.
3. Either or both parties may cancel scheduled instruction or limit or withdraw use of any facility when, in the opinion of the University or the Host Site such instruction or use of facility would interfere with the effective operation of the Host Site and/or the education of the student.
4. Criminal background check: The University will facilitate obtaining criminal background checks of its students as needed for Host Sites that require them. Students will share a copy of the results with the Host Site before the internship begins.



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## **Western Washington University – Internship Affiliation Agreement**

### **B. Students**

1. The University shall propose students who are enrolled in the Program and who have the requisite maturity and academic requirements for participation in the internship conducted hereunder; acceptance of the students is subject to the approval of the Host Site.
2. The number of University students assigned to the Host Site shall be subject to agreement between the University Representative and the Host Site Representative.
3. The Host Site shall have the right to terminate the participation of any student assigned to the Host Site for failure to abide by the rules and regulations or for any reason deemed reasonable by the Host Site. However, the Host Site must first discuss the matter with the student and prior to dismissal, notify the University Representative.
4. The selection and assignment of learning experiences are to be determined by mutual agreement between the University and the Host Site.

### **C. Personnel Responsibilities:**

The entry of University officers, agents, employees, students or other personnel and any and all activity therein, shall be subject to the scheduling, control, and direction of the Host Site and, all the University officers, agents, employees, students, or other personnel shall be subject to such rules, regulations, and policies pertaining to activities hereunder as determined by the Host Site.

### **3. Insurance:**

Each Party shall maintain during the term of this Agreement general liability and professional liability insurance coverage for itself, its officers, employees, volunteers, and agents. Evidence of liability insurance shall be provided upon request by either Party. The City of Everett's self-insurance program satisfies this provision.

### **4. Workers' Compensation:**

The University students shall not be considered employees of the Host Site. To the extent permitted under the provisions of Title 51 RCW, the Host Site does not assume, and shall not assume, any liability relating to Workers' Compensation for any act of any student performing, receiving training, or traveling pursuant to this agreement. The University students shall not be entitled to any monetary remuneration for services performed by them in the specific course of training, nor shall the Host Site otherwise have any monetary obligation to the University faculty or anyone else by virtue of this agreement.

### **5. Health Insurance Portability and Accountability Act (HIPAA):**

University is not a covered entity, but voluntarily provides students with training on the general requirements of the Health Insurance Portability and Accountability Act (HIPAA) as part of their education. Host Site will



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provide training to students on the Host Site’s specific HIPAA policies and procedures. No protected healthcare information (PHI) is anticipated to be exchanged between Host Site and University. Each party will notify the other party as soon as practicable a breach resulting in an actual or reasonably suspected theft, loss, or unauthorized disclosure of PHI pursuant to the activities of this Agreement.

### **6. Family Education Rights and Privacy Act (FERPA):**

This Agreement involves the sharing of student educational records. The Family Educational Rights and Privacy Act (FERPA) affords students certain privacy rights with respect to their educational records. University and the Host Site shall comply with the requirements of FERPA, as may be applicable, and shall only disclose student educational records to the extent authorized by FERPA. University will mark “Confidential” any records it shares with Host Site that are subject to FERPA.

### **7. Equal Opportunity/Nondiscrimination:**

Discrimination on the basis of race, color, religion, national origin, sex, age, veteran status, and disability is prohibited by federal statute. In addition, Washington State law prohibits discrimination based on marital status, creed, sexual orientation, gender identity and expression, and the use of a trained guide dog or service animal by a disabled person. University policy likewise prohibits discrimination based on these protected characteristics. The University is committed to providing equal employment opportunity and prohibiting illegal discrimination in the recruitment and admission of students, the employment of faculty and staff, and the operation of the University programs, activities, and services.

The Host Site agrees to comply with applicable non-discrimination laws.

### **8. Affirmative Action:**

The University develops and implements an effective and defensible affirmative action compliance program for the following affected groups: American Indians and Alaska Natives, Asians, Native Hawaiian and Other Pacific Islanders, Blacks and African Americans, Hispanics, women, individuals with disabilities, and protected veterans.

### **9. Sexual Harassment:**

The University policy prohibits sexual harassment. Sexual harassment is a form of sex discrimination prohibited by federal and state laws. When Western becomes aware of allegations of sexual harassment, it must investigate those allegations, stop the harassment if it is found to exist, and take measures to ensure a working and learning environment that is free of sexual harassment.

### **10. Violation:**

Any Host Site who is in violation of this equal opportunity and nondiscrimination clause shall be barred from receiving awards of any contract or purchase order from Western unless a satisfactory showing is made that discrimination practices have terminated and that a recurrence of such acts is unlikely. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation or suspension, in whole or in part, of this Agreement by Western.



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### **11. Liability:**

Each Party to this Agreement is responsible for the negligent acts and/or omissions of itself and its own officers, employees, volunteers, and agents. Students are not officers, employees, volunteers, or agents of the University. Neither party is considered an agent of the other and neither party assumes any responsibility to the other for the consequences of any act or omission of any person or entity not a Party to this Agreement.

### **12. Americans with Disabilities Act (ADA) of 1990, Public Law 101-336, also referred to as the "ADA" 28 CFR Part 35:**

The University and Host Site must comply with the ADA to the extent applicable, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

### **13. Status of the Agreement:**

It is expressly understood and agreed that this agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, and association between the University and the Host Site but is rather an agreement by and between independent contractors, these being the University and the Host Site. An annual review of the field work program and policies will be conducted by the Host Site and the University.

### **14. Governing Law:**

This agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in Superior Court for Snohomish County.

### **15. Whole Agreement:**

This Agreement is the complete and exclusive statement of the Agreement between the parties relevant to the purpose described above and supersedes all prior agreements or proposals, oral or written, and all other communications between the parties related to the subject matter of this Agreement. No modification of this Agreement will be binding on either party except as a written addendum signed by an authorized agent of both parties.

### **16. Termination for Public Convenience.** Either party may terminate this Agreement at any time for any reason effective upon written notice to the other party.



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**Western Washington University – Internship Affiliation Agreement**

The Host Site and the University hereby agree to all provisions of this Agreement:

**FOR THE HOST SITE:  
CITY OF EVERETT (EVERETT POLICE DEPARTMENT)**

**FOR THE UNIVERSITY:  
WESTERN WASHINGTON UNIVERSITY**

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DocuSigned by:  
*Brent Carbajal*  
AFDA9EG11261455...  
Provost

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DATE

4/6/2021 | 7:24 PM PDT  
DATE