

STUDENT AFFILIATION AGREEMENT

THIS STUDENT AFFILIATION AGREEMENT (“Agreement”) is entered into this 10 of March 2025 by and between Oregon Health and Science University (“School”) and the Yamhill County Department of Health and Human Services, (“Agency”), located at multiple locations within Yamhill County, Oregon.

WHEREAS, Agency is willing to provide educational experience to students of School in accordance with the terms of this Agreement; and

WHEREAS, School desires to use the Agency as an opportunity for its students to obtain practicum-learning experience as required by their curriculum; and

WHEREAS, Students are not and shall not be considered employees of the Agency; and

WHEREAS, The consideration for this Agreement is the mutual promises contained herein and the mutual benefits expected from entering into this Agreement; and

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions set forth herein, it is hereby agreed by the parties as follows:

1. Responsibilities of the School

- (a) Preparation.** School shall ensure that the student is knowledgeable concerning and has made preparations for:
- Transportation needed to fulfill responsibilities at the Agency.
 - Room and board during the time of practicum assignment (if applicable).
 - Scheduling arrival at and departure from the Agency.
- (b) Scheduling.** School shall notify agency of specific student referrals no less than ten (10) working days in advance of the students’ arrival, however:
- A Student may be referred with shorter notice in emergency circumstances, the agency reserving the right to accept or reject such referrals.
 - A Student may be canceled with shorter notice for academic or other good cause, with or without replacement by another student.
- (c) Student Experiences.** It shall be the responsibility of the faculty of the School, after consultation with the Agency, to help with placement of the practicum program.
- (d) Program Description.** School will provide Agency with an annual announcement or description of the program, curriculum, and objectives to be achieved at Agency.
- (e) Student Compliance.** School will instruct students to abide by the policies of Agency while using Agency facilities, including policies related to confidentiality of client and program data information. School will instruct students not to copy or remove confidential information from Agency premises. Students will be expected to conduct themselves in a professional manner; their attire as well as their appearance will conform to the accepted standards of Agency. School will require all participating students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with School. Agency will notify School of its requirements of an acceptable criminal background check and required

immunizations. School will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to Agency's policies and practices, and that the cost of any such test will be paid by the student, if not by the Agency.

- (f) **HIPAA.** School shall ensure that students are trained on HIPAA rules and regulations, are familiar with, and agree to comply with the School's code of ethics, if any.
- (g) **Student Qualifications.** School will refer to Agency only those students who have met the academic and reference requirements for admission into the social work program.
- (h) **Student Health.** Inform and enforce the requirements that Students meet any health-related criteria as required of Agency personnel including any medical examinations, tests, and immunizations. School will attest that students are in compliance with the Oregon Administrative Rules 409-030-0100.

2. Responsibilities of the Agency

- (a) **Field Instruction.** Agency shall provide suitable experience and supervision for students as prescribed by the School's curriculum and in accordance with any written objectives provided by School to Agency. Students will be assigned to Agency upon the mutual agreement of Agency and School. Agency will inform appropriate personnel about the role of students and provide identification or security clearances, where appropriate. Agency retains full responsibility for the care of its clients and administrative programs. Students will receive no monetary compensation under terms of this Agreement and are not deemed an employee under Worker's Compensation statutes.
- (b) **Agency Personnel.** Agency will designate appropriate personnel to support and supervise the student's learning experience. This will involve planning and coordination between responsible School faculty and designated Agency personnel for the assignment of students to specific client cases or administrative projects and experiences including selected conferences, clinics, courses, and programs conducted under the instruction of the Agency. Agency will designate and submit in writing to the School the name, professional and academic credentials, and the practice experience of the field instructor responsible for the Student Affiliation Program.
- (c) **Site Visit.** Agency will permit, on reasonable request, a visit to the Agency's site by School or faculty charged with ensuring compliance with the field practicum requirements as set by its accrediting agency.
- (d) **Exclusion of Students.** Agency reserves the right to terminate the continuation of any student who is not complying with applicable Agency policies, procedures, or directions from Agency personnel involved in the Student Affiliation Program or who is deemed by Agency not to have adequate qualifications or ability to continue in the program, or the health of the student does not warrant a continuation at Agency, or whose conduct interferes with the proper operation of Agency.
- (e) **Emergency Care.** Agency shall provide necessary emergency care or first aid required by an accident occurring at Agency for students participating under the terms of this Agreement, and, except as herein provided, Agency shall have no obligation to furnish

medical or surgical care to any student. In the event that the Agency does not have the resources to provide such emergency care, the Agency will refer such student to the nearest emergency facility. The student bears responsibility for the cost of such care as well as any follow-up care.

- (f) **Regulations.** Agency will provide the student with access to the written regulations that will govern the student’s activities while at Agency.
- (g) **Records and Reports.** Agency will maintain records and reports on each student’s performance as specified by each program and provide an evaluation to the School on forms provided by the School.

3. **Terms and Conditions**

(a) **Insurance:**

- School shall maintain, in the amount of \$2,000,000 per occurrence and \$4,000,000 in the aggregate, professional and general liability insurance for itself and those students participating in the Student Affiliation Program. School can provide a Certificate of Insurance naming Agency as a certificate holder.
- Agency shall maintain liability insurance up to the limit set forth in the Oregon Tort Claims Act, as codified in ORS 30.260 to 30.300. Certifications verifying coverage are available upon request by school.

(b) **Status of Students:**

- It is understood by the parties that the School’s student’s specific requirements for internship experiences as part of a degree requirement, and therefore, the School’s students do not thereby become employees or agents of the School or Agency by virtue of their professional training. The School shall be responsible for providing general liability and professional liability coverage for such students, pursuant to subsection (a), *Insurance*, of this Section 3 of this Agreement.
- If the School’s students are provided with a nominal stipend from the Agency intended to reimburse them for estimated expenses related to their professional training, the School’s students do not thereby become employees or agents of the Agency, and the School shall be responsible for providing general liability and professional liability coverage for such students pursuant to Section 3.A. (Insurance) of this Agreement; however, Agency shall be responsible for issuing a Form 1099 reporting the stipend to the Internal Revenue Service. If, however, the University’s students are paid by the Agency for their services, then they become employees of the Agency, and Agency is responsible for all employee obligations and for insuring the activities of such students, notwithstanding subsection (a), *Insurance*, of this Section 3 of this Agreement.

4. Indemnity

Subject to any and all limitations on liability, exclusions and notice requirements of the Oregon Constitution and/or as set out in the Oregon Tort Claims Act (ORS 30.260 through 30.300), School agrees to defend, indemnify, and hold harmless Agency, its agents, employees, officers, directors, assigns and contractors from any and all liability arising out of the acts/omissions of School Students only to the extent that same are committed on Agency premises during the course and scope of performing this agreement. Any acts/omissions by School Students committed outside the scope of this agreement and/or at the direction and under the control of Agency, its employees, agents, staff, officers, directors, assigns and/or contractors are excluded from this provision.

- (a) Agency shall defend, indemnify and hold harmless School, its Students, agents, employees, officers, directors, assigns and contractors from any and all liability arising out of the acts/omissions of Agency, its employees, agents, staff, officers, directors, assigns and contractors in the course and scope of performing this agreement.

5. FERPA Re-Disclosure

- (a) Both parties recognize that they are bound to comply with the Family Educational Rights and Privacy Act (FERPA) in their handling of education records of any students, which may be enrolled in any program, related to this Agreement. 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 any duties and obligations to students. It is agreed that each party shall thoroughly orient their employees and agents of their obligations under the Family Educational Rights and Privacy Act and shall maintain their 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 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 Education Rights and Privacy Act. Any permitted re-disclosure to persons or entities not a party to this Agreement shall be under the condition that no further disclosure by such party shall be permitted. Each party agrees to save, indemnify, and hold harmless the other party and their officers, employees, and agents from any liability, damages, claims, actions, causes of actions, demands, judgments, or awards of whatsoever kind or nature, arising out of any failure by the other party or its officers, employees, or agents to abide by the Family Education Rights and Privacy Act or its implementing regulations.

6. Term and Termination

- (a) **Term.** This Agreement will be in effect from date of signature and will terminate five (5) years from date of execution.
- (b) **Termination.** Either party may terminate this Agreement at any time by giving 30 days written notice of termination to the other party. If Agency terminates this Agreement by giving such notice to School, students currently participating in the Student Affiliation Program at Agency will be allowed to complete the program.

7. **Nondiscrimination**

- (a) Agency and School agree that neither will unlawfully discriminate in the performance of this Agreement against any individual on the basis of age, sex, race, color, national origin or physical handicap unless such is a bona fide occupational criteria. Agency and School agree that neither shall tolerate any acts of sexual harassment.

8. **Governing Law, Jurisdiction, Venue, & Attorney Fees**

- (a) This Agreement shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the Agency and the School that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. Each party hereby consents to the in personam jurisdiction of said courts. Each party shall at all times be responsible for the party's attorney fees, costs, and disbursements in regards to the claim, including any appeals.

9. **Records Maintenance; Access**

- (a) Both parties shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles. In addition, both parties shall maintain any other records pertinent to this Agreement in such a manner as to clearly document both parties' performance hereunder. Parties acknowledge and agrees that Agency, the Oregon Secretary of State's Office, the Federal Government and their duly authorized representatives shall have access to such fiscal records and all other documents that are pertinent to this Agreement for the purpose of performing audits and examinations and making copies, transcripts and excerpts. All such fiscal records and documents shall be retained by parties for a minimum of six (6) years (except as required longer by law) following final payment and termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

10. **Compliance with Laws**

- (a) Each party agrees to comply with all federal, state, and local laws, codes, regulations, and ordinances applicable to the provision of services under this Agreement, including, without limitation, the provisions of ORS 279B.220 through 279B.235 and the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

11. **Non-assignability**

- (a) Neither party may assign the rights or the duties of this Agreement without the prior written approval of the other party.

12. Notices

- (a) When required by the terms of this Agreement, the parties shall give notice by personal delivery or by certified mail, return receipt requested, postage prepaid, and addressed as indicated below:

To School: Oregon Health & Science University
Attn: Don Taylor, PMHNP
Office of Learner Placement and Housing
3181 SW Sam Jackson Park Rd MC: L612
Portland, OR 97239
Ofc: 503-494-6194
E-Mail: olph@ohsu.edu
OHSU General Information Line: 503-494-8311

To Agency: Yamhill County Health and Human Services
Attn: Jason Henness
627 NE Evans Street
McMinnville, OR 97128
Email: hennessj@yamhillcounty.gov

[remainder of page intentionally blank; signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Agreement on the date indicated by their duly authorized officials.

**OREGON HEALTH & SCIENCE
UNIVERSITY (OHSU)**

By: Greg Sabatka
(signature)
Date: 3-13-25

Greg Sabatka
(printed name)

Contract Coordinator
(title)

YAMHILL COUNTY, OREGON

DocuSigned by:
Kit Johnston
8E58DDAC84AB478...
KIT JOHNSTON, Chair
Board of Commissioners
Date: 4/11/2025

Signed by:
Lindsey Manfrin
FEB18FF1C3564C2...
LINDSEY MANFRIN, Director
Department of Health & Human Services
Date: 4/11/2025

FORM APPROVED BY:
DocuSigned by:
Christian Boenisch
42D9EF9444634DC...
~~XXXXXXXX~~
County Counsel
Date: 4/11/2025

Approved by the BOC on: 04/10/2025
via Board Order No.: 25-101