

AFFILIATION AGREEMENT

WALDEN UNIVERSITY, LLC

and the

SEDGWICK COUNTY DEPARTMENT OF HEALTH

This AGREEMENT is entered into this 9th day of February, 2012, by and between WALDEN UNIVERSITY, LLC, a limited liability company formed in the state of Florida, located at 155 Fifth Avenue South, Suite 100, Minneapolis, MN 55401, (hereinafter referred to as “the University”) and the Sedgwick County Health Department / Board of County Commissioners of Sedgwick County, Kansas, hereinafter referred to as “County”, and sets forth the intended joint and/or individual responsibilities of the parties in the education of students enrolled in programs at the County.

WHEREAS, the County operates a Department of Health and desires to make its facilities available to the University for the purpose of experiential learning for the students of the College of Health Sciences; and

WHEREAS, the University has a program designed to provide experiential education to its students.

NOW, THEREFORE, in consideration of the mutual conditions, covenants and promises contained herein, the parties hereto agree as follows:

A. PURPOSE

This program is intended to provide students with an educational experience at the Sedgwick County Department of Health.

B. TERMS OF AGREEMENT

This agreement will remain in effect unless cancelled by either party upon at least thirty (30) days written notice. The agreement will continue to be effective even if persons, positions, or titles referred to in this contract are changed.

C. AUTHORITY TO CONTRACT

University assures it has legal authority to contract; that resolution, motion, or similar action has been duly adopted or passed as a official act of the University’s governing body authorizing the signing of this agreement, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of University to act in connection with the application and to provide such additional information as required.

D. ORIENTATION

University agrees that each student will participate in a brief orientation program offered by the County, including signing a confidentiality agreement, prior to participation in the educational experience.

E. POLICIES AND PROCEDURES

Students are expected to comply with all relevant policies and procedures of County. County will ensure students have access to the policies and procedures.

F. COMPENSATION

Both parties agree that no compensation or remuneration shall be exchanged, requested or expected for activities in connection with the educational experience.

G. NON DISCRIMINATION

It is agreed by both parties that there shall be no discrimination on the basis of age, sex, race, religion, creed or national origin.

H. REMOVAL

County reserves the right to request, or if immediate action is required, to remove any student from its facility if in its opinion the student is not acting in accordance with County policies.

J. OTHER RESPONSIBILITIES

In furtherance of this agreement, the parties shall have additional responsibilities as delineated in attached Exhibits A and B.

K. AMENDMENTS

The terms and conditions of this agreement may be amended by written amendment to this agreement signed by both parties.

L. INDEMNIFICATION AGREEMENT

Both parties hereby expressly agree and covenant that they will hold and save harmless and indemnify the other party, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any act or omission of such party or of any employee or agent of that party to the degree such indemnification is allowed by law.

M. RESOLUTION OF DISPUTES

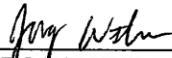
Problems arising under this agreement should be mediated by the Director of the Health Department and the Associate Dean, College of Health Sciences. Failing solution, the problem should be submitted to a joint committee and/or the respective institutional administrators.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

BOARD OF COUNTY COMMISSIONERS  
OF SEDGWICK COUNTY, KANSAS

WALDEN UNIVERSITY, LLC

\_\_\_\_\_  
Tim R. Norton, CHAIRMAN, 2<sup>nd</sup> District  
SEDGWICK COUNTY BOARD OF  
COUNTY COMMISSIONERS

  
\_\_\_\_\_  
JÖRG WESTERMANN, Ph.D., M.A., Dipl.oec.Univ.  
ASSOCIATE DEAN  
COLLEGE OF HEALTH SCIENCES

Date: \_\_\_\_\_

Date: 2-9-12

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
KELLY B. ARNOLD, COUNTY CLERK

  
\_\_\_\_\_  
BILL RAYMOND  
ASSISTANT COUNTY COUNSELOR

Date: \_\_\_\_\_

Date: 3-9-2012

**EXHIBIT A - UNIVERSITY RESPONSIBILITIES: The University shall:**

1. Be responsible for academic instruction.
2. Provide for flexibility in the scheduling of classes in order to meet the needs of students in the best possible manner.
3. Provide a master plan for students that are to be assigned to the Department of Health for in any semester for the school year. This plan will be sent to the Director of the Health Department no less than ten (10) days before assignment begins. It will include (a) numbers and names of students; (b) number of hours of practice, and as nearly as possible days and hours when this practice will occur; (c) area of assignment; and (d) name of instructor. Any changes shall be sent to the Director of the Health Department, whenever registration information will permit. The number of students placed with the Health Department shall be agreed upon by the Director of the Health Department prior to assignment of students.
4. Provide instructors who shall plan with the Agency staff to meet the educational objectives of the program.
5. Provide or arrange for all classroom and clinical instruction for students.
6. For patient-care-related practicums, require that each student maintain professional liability insurance with a minimum of \$1,000,000/\$3,000,000 at no expense to the facility. University maintains liability insurance with limits sufficient to cover the activities contemplated in this agreement.
7. Be responsible for all educational records.
8. Provide for counseling of students.
9. Assist with inservice programs for employed personnel on the clinical services if asked to do so.
10. Facilitate communication between the Health Department and the students of the University.
11. Inform students that they are subject to the policies, rules, and regulations of the Health Department.
12. Inform students that they must provide the Health Department with evidence of a current health report including current status of x-ray and Mantoux tests and evidence of rubella immunization.

## **EXHIBIT B - COUNTY RESPONSIBILITIES: The County shall**

1. Allow instructors and students access to library facilities maintained by the Health Department.
2. Participate in orientation of students to the Health Department, its policies, procedures, rules and regulations.
3. Through supervisory or administrative personnel assume responsibility for the supervision of students while engaged in Health Department activities.
4. Maintain standards required for approval as instruction.
5. Not shift any students from selected assignments to meet service needs.
6. Health Department maintains liability insurance or a program of self-insurance with limits sufficient to cover the activities contemplated in this agreement

## **EXHIBIT C - JOINT RESPONSIBILITIES**

1. Problems arising should be mediated by the Director of the Department of Health and the Associate Dean, Walden University College of Health Sciences. Failing solution, the problem should be submitted to a joint committee and/or the respective institutional administrators.
2. The number of students eligible to participate in the educational experience will be mutually determined by agreement of the parties and may be altered by mutual agreement.
3. Methods for evaluating the educational experience of the students will be developed jointly by University and County. Regular communication will be jointly maintained by appropriate University and County staff for the purpose of reviewing and evaluating current educational experiences being offered to students.