

THE HEALTH EDUCATION AND RESOURCES INSTITUTE (THEARI)  
HOST HOME AGREEMENT

This Host Home Agreement is made and entered into as of the date of the last signature hereto (the “Effective Date”), by and between \_\_\_\_\_ the Homeowner (“Host”), and The Health Education and Resources Institute (“THEARI”). Thank you for considering the opportunity to Host a Health Professions student from local academic institutions. We are pleased that you would like to be a Host. To ensure that students and Hosts are able to share housing accommodations with reasonable expectations, THEARI asks all Hosts to abide by this agreement.

Agreement Effective Date: \_\_\_\_\_,

Whereas, both the the Host and THEARI desire the improvement of health and well-being of Colorado citizens by identifying and supporting health professions students in academic rotations; and

Whereas, THEARI will establish relationships with a Host on behalf of local academic institutions, who wish their students to participate community-based clinical rotations; and

Whereas, the purpose of this document is to define the circumstances under which the Host and THEARI will work together to make community-based housing available to health professions students through THEARI.

Now, therefore, in consideration of the premises set forth above and the mutual covenants set forth below, THEARI and Host agree as follows:

**1. Relationship of the Parties**

- a. Nothing in this Agreement shall create a joint venture or affiliation between THEARI and Host. The sole purpose of this relationship between THEARI and Host is to provide a mechanism by which health professions students receive community-based housing while on clinical rotation.

**2. Background for Health Professions Student Clinical Rotation**

- a. Health professions students are assigned to rotations at clinical sites in rural and/or underserved areas. Local health care providers benefit from the teaching experience while local areas receive thousands of hours of health care from students who bring up-to-the-minute health care innovation and education to the clinical experience. It is hoped that upon completion of their degree, these new health care professionals will choose to practice in rural and/or underserved areas of the state. It has been demonstrated that students who have successfully completed a rotation in a rural and/or underserved area are more likely to practice in a similar setting and also perform better on board or standardized testing compared to students who did not participate in a similar rotation.



- b. THEARI is an independent, community-based, 501(c)3 nonprofit organization engaged in health-related education focused to meet the needs of health professions students, health care providers and health care consumers across Colorado.
- c. THEARI contracts with institutions of higher education, other community partners, and hosts to make housing available to students.

### **3. Responsibilities of THEARI.**

In accordance with the agreement, THEARI shall:

- a. Identify and arrange local Host housing for students within reasonable proximity to the community training sites in designated cities and assist with housing assignments and arrangements.
- b. Conduct and cover the expenses for criminal background checks on those individuals over the age of 18 who will be residing in the home at any time during the student's stay initially, and every three (3) years thereafter. All individuals, regardless of age, living in the home, at any time while health professions students are residing in the home, will be documented on the Host Home Safety Checklist.
- c. Carry out regular and ongoing pre-arranged visits to Host homes and complete the Host Home Safety Inspection.
- d. Provide payment to Hosts for housing services at an agreed upon rate.
- e. Provide Host with information prior to a student's arrival, to include the student name, contact information, arrival and departure dates, and total number of nights for housing to be provided during each rotation.
- f. Be available to provide on-site support to students regarding orientation to and information about local communities and available resources during their rotations.
- g. Purchase and maintain appropriate and sufficient liability insurance.
- h. Confirm that all Hosts have active home owners insurance and accept liability of damage to the Host home, and that students have appropriate health insurance and will assume all personal injury and loss and destruction of personal property liability as attested by each when signing waivers to this effect.
- i. Provide to the Host a copy of THEARI's Student Housing Agreement and Release of Liability Waiver.
- j. Monitor the housing experience by checking in with both the Host and the student periodically.
- k. Implement other activities as mutually agreed to, as relevant to this agreement.

### **4. Responsibilities of Host.**

In accordance with the agreement, the Host shall:

- a. Sign and return to THEARI, the required Host Home Agreement and Release of Liability Waiver and Form W9
- b. Receive and abide by THEARI's Housing Procedure for COVID-19.
- c. Ask students to leave the home for their safety upon Host, or those living in the home, showing symptoms known to be associated with COVID-19 (chills, cough, fever (100.4° F or greater), headache, loss of taste or smell, muscle pain, shortness of breath, or sore throat).
- d. Have active home owners insurance and accept liability of damage to the Host home.
- e. Provide a private room in their home for students with a complete bed with mattress and box springs, with access to a bathroom that may or may not be shared with other members of the home, regardless of gender identification. The student's bedroom must have a solid door that can be



- completely closed and locked. The bedroom must receive adequate heat during cool / cold temperatures as well as adequate ventilation overall, especially during warm / hot temperatures.
- f. Provide adequate space for storage of student personal items such as toiletries, clothing, food, and school materials.
  - g. Make adequate room for the student's items in their refrigerator/freezer and pantry.
  - h. Provide for continual access to the Host home by providing students with a key or some other means to enter the home at all hours, and potentially when the Host is not at home.
  - i. Develop and provide to THEARI, a written Fire Safety Plan for the home and agree to provide plan-specific training to students hosted in the home for each rotation.
  - j. Undergo an regular and ongoing pre-arranged Host Safety Inspections that will include review of the Fire Safety Plan.
  - k. All host homes are required to have a working smoke detector on each level of the home, a working carbon monoxide (CO) detector, installed according to manufacturer recommendations, within 15 feet of each entrance of each room lawfully used for sleeping purposes. Per SECTION C.R.S.38-45-103. Batteries are to be replaced every six (6) months and the smoke detector tested according to manufacturer recommendations.
  - l. Provide at least one working fire extinguisher that is inspected and maintained annually.
  - m. Communicate what standards and house rules they require students keep while living in their home.
  - n. Communicate to students that they should expect to provide all of their own toiletries, towels, and bed linens while staying in the Host home. The Host will also inform the Student of expectations for changing bed linens.
  - o. Notify THEARI of any material changes in the home, including additional people residing within the home.
  - p. Notify THEARI immediately of any issues, injuries, damages, or other claims.
  - q. Complete a post-rotation survey for each student in order to provide THEARI feedback on the hosting experience.
  - r. Avoid considering students part of the household in terms of providing daycare, housekeeping, transportation, etc.
  - s. Provide a smoke-free/ illicit drug-free environment.
  - t. THEARI is committed to creating and maintaining an environment that is free of improper sexual conduct. Student and Host are always expected to maintain a professional relationship. Sexual misconduct of any kind will not be tolerated.
  - u. Review and understand the Student Housing Agreement

## **5. Covered Parties:**

- a. This agreement applies to all Hosts when hosting students placed through the THEARI Housing Program and will not apply should hosts provide housing for students not placed through the THEARI Housing Program. THEARI does not discriminate based on race, religion, sex, gender identity, color, creed, national origin, citizenship, ancestry, age, genetic information, physical or mental disability, veteran status, political ideology, marital status, pregnancy or maternity, or any other status protected by applicable state or local law.



## **6. Liability and Responsibility**

- a. It is explicitly understood that Host assumes all risk of personal injury or loss, bodily injury (including death). Should property damage arise, as a direct result from and attributed to the student(s) placed within the Host home, it is of the responsibility and liability of Host home owners and shall be handled and managed through personal Host home owners insurance carried by the Host home owner. Hosts also releases, waives, indemnifies, holds harmless, and discharges THEARI from all claims, damages, and injuries arising out of housing rotation activities.
- b. Incidental or minor damages may be considered for repair-reimbursement at THEARI's discretion.
- c. To the extent authorized by law, each party agrees that it will be responsible for the acts and omissions of its employees, officers, students, and Hosts arising during the course of this Agreement, as long as those acts occur within the course and scope of those individuals' assigned duties and are not willful or wanton.
- d. It is specifically understood and agreed that nothing contained in this Agreement will be construed as an express or implied acceptance by THEARI of liabilities arising relating to injury or harm or wrongful act towards another person.
- e. No liability hereunder shall result to a party by reason of delay in performance caused by force majeure that is circumstances beyond the reasonable control of the party, including, without limitation, acts of God, fire, flood, war, civil unrest, or shortage of or inability to obtain material and equipment.
- f. THEARI does not provide health insurance for Host while Student resides within the Host home. Host is advised to consult personal health insurance plans as it relates to requirements and guidance for coverage for infectious diseases, such as COVID-19. Hosts will be required to complete waivers to this effect.

## **7. Compensation and Payment.**

- a. Hosts will be paid a compensation fee for Hosting students on rotation. THEARI will disperse payment to the Host home by two weeks after the completion date of the student's rotation. If a student leaves the home before the end of the rotation, the Host home will retain any funds already paid. Daily amount to be paid is \$23.00.
- b. Under no circumstances is a Host to charge students any additional fees.
- c. Extra nights must be approved in advance by the Host and THEARI.
- d. Payments to Hosts are considered taxable income as rent, per the IRS. Form W9 will be collected from each Host, and Form 1099 will be provided by THEARI to Hosts each January for tax filing purposes.

## **8. Communication.**

- a. Hosts are expected to maintain regular contact with THEARI and will notify THEARI of any issues that arise as a result of hosting a health professions student.
- b. Hosts will update THEARI within 24 hours of any changes to those residing in the Host home.
- c. General communication and questions regarding Host payment will be addressed to Mitch Fittro, 720.863.8199, mitch@centralcoahec.org.
- d. Additional issues, injuries, damages, or other concerns will be brought to the attention of Lin Browning, Executive Director, immediately at 303-210-5249, linbrowning@centralcoahec.org.
- e. Hosts will be invited to complete a post-rotation survey for each student in order to provide THEARI feedback on the hosting experience.



**9. Attestation of Active Homeowners Insurance.**

In accordance with this agreement, the Host shall maintain active homeowner's insurance coverage, with the recommendation that coverage be extended to include anyone living within the home.

- a. Host Homeowner's Insurance Policy is with: \_\_\_\_\_  
and is/was active beginning: \_\_\_\_\_ and expires on: \_\_\_\_\_.

**10. Mediation**

- a. The parties shall attempt in good faith to resolve any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement within the course of general business.
- b. Should a resolution not be reached, Parties agree to use mediation. Either Party may commence the mediation process by giving the other Party written notice requesting mediation. Within fifteen (15) calendar days after delivery of the Notice of Dispute (Notice), the receiving Party shall submit to the other a written response. The Notice and response shall include with reasonable particularity (a) a statement of each party's position and a summary of arguments supporting that position, (b) resolution requested, and (c) the name and title (if applicable) of each Party's representative and of any other person who will accompany them to mediation.
- c. The parties will cooperate with one another in selecting a neutral mediator from Judicial Arbitration and Mediation Services (JAMS) located in Denver, Colorado and shall meet at a mutually acceptable time and place within thirty (30) calendar days after Notice delivery, as selected mediator's schedule permits.
- d. The Parties agree that they will participate in the mediation process as defined by the neutral mediator in good faith and share equally in its costs.
- e. Mediation shall cease as a result of one of the following: (a) a settlement is reached between the Parties resulting in a signed Mediation Agreement, (b) a signed Statement of Termination is provided to the Mediator and the other Party stating intent to discontinue mediation, or (c) the passing of sixty (60) calendar days in the absence of reasonable participation and response from either Party in the mediation process. Mediation shall not preclude Parties from legally pursuing dispute resolution.
- f. A Mediation Agreement that has been enacted shall be binding on the Parties to the agreement and a breach of such an agreement may result in legal action.
- g. The Parties shall maintain the confidential nature of the mediation proceeding and resulting resolution, to the degree permitted by law. The Mediator, Parties to the mediation, and other relevant participants shall respect the confidentiality of information and records and the privacy of all Parties whose interests are affected by mediation. The final Mediation Agreement may be disclosed to the extent necessary to enforce the agreement reached.



## **11. General Provisions**

- a. **Termination.** The term of this Agreement will begin on the Effective Date, and will continue for a period of three (3) years unless terminated by either party, with or without cause, following sixty (60) days' written notice by email or post mail to the other Party. However, should the term end in the middle of a housing rotation, THEARI may, at its discretion, decide to allow currently housed Students to complete the housing rotation beyond the termination date. This agreement may be extended, renewed, or otherwise amended at any time by the mutual written consent of the Parties hereto.
- b. **Confidentiality.** Parties will keep strictly confidential and hold in trust all non-public information of Host or THEARI, and refrain from disclosing such confidential information to any third party without the express prior written consent of THEARI, provided that the minimum necessary confidential information may be disclosed pursuant to valid legal process after THEARI is permitted an opportunity to minimize the potential harmful effects of such disclosure. Parties shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by THEARI. These confidentiality requirements survive the termination or expiration of the Agreement.
- c. **Indemnification.** To the extent permitted by law, THEARI agrees to indemnify Host against liability on any action, claim or proceeding instituted against the Host caused by negligent acts or omissions by THEARI's employees, participating students, or agents while in the conduct of the Student Housing Program and to hold the Host harmless from any expenses connected with the defense, settlement, or payment of monetary judgments from such action, claim or proceeding. Host agrees to indemnify THEARI against liability on any action, claim or proceeding instituted against THEARI caused by negligent acts or omissions by the Host agents while in the conduct of the Student Housing Program and to hold THEARI harmless from any expenses connected with the defense, settlement, or payment of monetary judgments from such action, claim or proceeding. In the event any state law or constitutional mandate prohibits THEARI from indemnification, then the indemnification requirements of this provision shall not apply.
- d. **Force Majeure.** None of the Parties shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), action of any governmental authority, riots, revolutions, fire, floods, explosions, sabotage, nuclear incidents, local or federal government-declared public health emergencies, lightning, weather, earthquakes, storms, sinkholes, epidemics, or strikes (or similar nonperformance or defective performance or late performance of employees, suppliers or subcontractors).
- e. **Severability.** If any provision of the Terms or Guidelines is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from the Terms to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.
- f. **Entire Agreement.** This Agreement constitutes the sole and only agreement between the Parties hereto respecting the subject matter hereof and correctly set forth the rights, duties, and obligations of each Party as of the date hereof. Any prior agreements, promises, negotiations or representations concerning the subject matter of this Agreement not expressly set forth herein are void and of no force or effect whatsoever.



- g. **Governing Law.** This Agreement will be governed and interpreted by the laws of the State of Colorado. Any legal action brought under this Agreement will be brought in the State of Colorado.
- h. **Modifications.** This Agreement may be amended at any time by an agreement in writing executed by authorized representatives of THEARI or the Host.
- i. **Notice.** Any written notice required to be sent to the Parties under this Agreement shall be sent by email or post mail and addressed as follows unless specified otherwise under this Agreement:

**To THEARI:**

The Health Education and Resources Institute  
 Contact Person and Title: Lin Browning, Executive Director  
 Address: 10200 E Girard Ave B131, Denver, CO 80231  
 Phone: 303-481-8686  
 Email: linbrowning@centralcoahec.org

**To Host:**

Host Name:

Address:

Phone:

Email:

THE HEALTH EDUCATION AND RESOURCES INSTITUTE

By: Lin Browning Date: \_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Signature

Executive Director  
 Title

HOST: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_  
 Printed Name

\_\_\_\_\_  
 Signature