

AFFILIATION AGREEMENT

BETWEEN

and

BOWLING GREEN STATE UNIVERSITY

This Agreement is effective this ___ day of _____ 20___ by and between _____ (referred to hereinafter as (“**SITE**”)), and **BOWLING GREEN STATE UNIVERSITY** d/b/a College of Health and Human Services, Department of Public and Allied Health (referred to herein as the “**College**”) and the College may be jointly referred to herein as the “Parties” and each signatory hereto may be referred to as a “Party”.

WITNESSETH:

WHEREAS, the College is currently conducting a Distance Internship Program in Nutrition and Dietetics (“Program”) and desires to obtain field experience for students enrolled in the Program; and

WHEREAS, SITE has the facilities and capability to provide such experiences and is willing to make its facilities available for the purpose of providing field experience to students enrolled in the Program (“Students”).

NOW THEREFORE, it is mutually agreed by and between **SITE** and the College as follows:

COVENANTS

1.0 RESPONSIBILITIES OF THE PARTIES

1.1 Responsibility of the College

It shall be the responsibility of the College to:

- (a) provide a week of Program orientation for Students prior to the commencement of the on-site learning at the facilities of (hereinafter “the Facilities”) and, thereafter, to provide instruction through distance learning methods and techniques, in accord with the College’s approved Program;
- (b) cooperate with **SITE** and assist the participation of Students who have elected to participate in the Program through the use of its Facilities;
- (c) designate a clinical “Coordinator” or a “Preceptor” to: (a) act as the College’s representative to **SITE**; (b) facilitate communication and otherwise act as liaison with and (c) coordinate the Students’ field experiences at the Facilities;
- (d) ensure financial responsibility of Students by maintaining professional liability/malpractice commercial insurance coverage, or a self-insurance program, providing coverage for each Student in the amount of One Million Dollars (\$1,000,000) per incident, and Three Million Dollars (\$3,000,000) in the aggregate. Upon request, the College shall provide evidence of such insurance for each Student prior to approving the placement of that Student at the Facility;
- (e) require Students to abide by applicable federal, state and local laws, standards of accrediting bodies, as well as, policies and regulations of the Facility, including dress code;
- (f) comply with, and require Students, to comply with all applicable federal and state laws and regulations concerning patient privacy and confidentiality of protected health information, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”);
- (g) require Students to maintain the confidentiality of all other proprietary information regarding the

Facilities and **SITE's** patients and clients;

- (h) ensure that Students meet health standards required by **SITE** and otherwise permitted under law;
- (i) withdraw any Student from the Facilities who has been determined by **SITE**, in the exercise of its discretion, to be unacceptable for any reason described in Section 1.2 (f); and
- (j) maintain a record of each Student enrolled in the Program and each Student who has completed the Program for a time period of six (6) years following the completion or withdrawal from the Program ("Student Directory Record"). Each Student Directory Record shall include the student's name, year of degree awarded, and the most current address and phone number the Student has provided to the College.

1.2 Responsibilities of SITE

It shall be the responsibility of **SITE** to:

- (a) provide an educationally oriented practice field for Students;
- (b) designate an employee as a "Supervisor" under this Agreement to be: (a) responsible for the coordination and implementation of the Program at the facility; and (b) a representative of the Facility to the College and a liaison with the College Coordinator or Preceptor. The Supervisor shall be provided adequate time to plan and implement other responsibilities of the Facility under this Section 1.2;
- (c) provide orientation to Students regarding the Facility, its equipment, procedures, and policies and to provide such Students with copies of its rules and regulations, as appropriate;
- (d) permit access by Students to patient records for the purpose of field experience requirements, if the Facility patients provide the proper consent; shall advise the College and each Student of its policies and procedures concerning patient privacy and confidentiality of protected health information including, without limitation, the policies and procedures that the Facility has adopted pursuant to HIPAA;
- (e) retain responsibility and accountability for all patient care and the supervision of Students while on the site of the Facility. Students will not replace the staff of the Facility;
- (f) advise the College at the earliest possible time of any material difficulty of a Student to progress toward achievement of the stated objectives of the Program. Notwithstanding the foregoing, **SITE** reserves the right to direct the College to withdraw, or not to accept for the Program, any Student whose health, conduct, or performance, as determined by **SITE** in its discretion, is or may be a detriment to patients' well-being, or to the achievement of the purposes of the Program, or is inconsistent with its policies, procedures, or ethical requirements;
- (g) evaluate the performance of the Student, in a manner and to an extent agreed to by the College and **SITE**, using evaluation forms provided by the College. The completed evaluation forms shall be completed and forwarded to the College following the conclusion of each Student's participation in the Program; and
- (h) provide emergency health care for illnesses or injuries resulting from the Student's field experience in the Program at the Facilities. It shall be the responsibility of the Students to provide payment or adequate health insurance coverage for such emergency care and any subsequent care.

1.3 Mutual Responsibilities of the Parties

The Parties agree as follows:

- (a) **SITE** shall have the privilege of recruiting Students for employment provided that such employment will commence after the completion of the Student's course of academic instruction. Upon its request, and without the objection of the Student, the College shall provide Student Directory Records to **SITE**.
- (b) No Party shall have any financial obligation to any other Party resulting from or arising out of the provision of services, instruction, supervision, or facilities under this Agreement.
- (c) Each Party shall comply with all federal, state, and local laws that are applicable to activities carried out under this Agreement. The Parties agree not to engage in unlawful discrimination on the grounds of race, color, national or ethnic origin, gender, marital status, religion, handicap, political affiliation, age, or any other basis proscribed by such laws.

2.0 RELATIONSHIP OF PARTIES

- 2.1 At all times under this Agreement, the College and **SITE** shall be considered independent contractors. Nothing contained herein, nor any course of action or failure to act, shall be construed to create, as between the College and **SITE**, an employer-employee or agent-servant relationship, or any other relationship except that of independent contractors.
- 2.2 While assigned to **SITE**, Students will not be considered employees of **SITE** and **SITE** shall not be responsible for the payment of any wages, payroll taxes, Social Security, Workers' Compensation insurance, malpractice insurance, or other benefits to or on behalf of such Students.

3.0 TERM AND TERMINATION

This Agreement shall become effective as of the date first written above ("Effective Date") and shall remain in effect for a term of one (1) year from the Effective Date. A Party may terminate this Agreement, with or without cause, upon the provision of thirty (30) days written notice to the other Party. In the event of such termination of the Agreement, a Student shall have the right to complete the semester or quarter under the conditions and terms of this Agreement, unless **SITE** requests the withdrawal of that Student under Section 1.2(f).

4.0 CLAIMS AND DEMANDS

The College shall be responsible for all claims, causes of actions, demands, liabilities and expenses, arising out of the acts or omission of the College and its Students while performing services under this Agreement.

5.0 NO RIGHTS CONVEYED TO THIRD PARTIES

Nothing contained herein is intended to convey or vest any legal right in a third party to enforce a term or condition of this Agreement.

6.0 ASSIGNMENTS

This Agreement shall not be assigned in whole or in part without the prior written consent of the College and **SITE**.

7.0 CONTROLLING LAW

This Agreement shall be governed by the laws of the State of Ohio. All actions commenced to enforce this Agreement shall be filed in a court of appropriate jurisdiction located in Ohio.

8.0 MODIFICATIONS

No revision or modification of this Agreement shall become effective or enforceable with respect to a Party unless it is in writing and is signed by that Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives.

SITE

BOWLING GREEN STATE UNIVERSITY

By: _____
signature

By: _____

Name: _____
printed name

Name: James Ciesla, PhD
Title: Dean, College of Health and Human Services

Title: _____

Date: _____

Date: _____

Mailing address: _____

By: _____

Name: Christine Haar, M.S., R.D., LD.
Program Director, Dietetic Internship Program
121 Health and Human Services Building
Bowling Green, OH 43403