

Affiliation Agreement

This Affiliation Agreement is entered into between The Gulf Coast Dietetic Internship Program (“GCDI”) located at 724 Live Oak Drive, Biloxi, MS 39532 and Tucson Unified School District Food Services Department (“Affiliated Facility”), located at 2150 E. 15th Street, Tucson, AZ 85719. GCDI and Affiliated facility shall be collectively referred to as “Parties”.

PURPOSE

GCDI and Affiliated facility seek to provide supervised practice educational experiences for Dietetic Interns (“Interns”) enrolled in the Dietetic Internship Program at GCDI. This Affiliation Agreement will establish a cooperative relationship between Parties and outline the responsibilities of the cooperating Parties as they contribute to the learning experience of Interns who benefit from, and participate in, the Dietetic Internship Program at GCDI in a safe and responsible manner.

TERMS

THEREFORE, in consideration of the mutual promises and agreements contained in this Affiliation Agreement, Parties agree as follows:

ARTICLE 1 - JOINT RESPONSIBILITIES OF THE PARTIES

- a. The performance experiences will cover a period of time agreed on and arranged by GCDI faculty supervising the Dietetic Internship and preceptors in the Affiliated Facility. The beginning date and length of experience shall be mutually agreed upon prior to the beginning of the affiliation.
- b. Without limitation of any provision set forth in this Agreement, Parties expressly agree to abide by all applicable federal and/or state equal employment opportunity statutes, rules, and regulations;
- c. GCDI faculty and the staff of the Affiliated Facility agree to establish performance objectives and experiences, devise methods for their implementation, and determine the effectiveness of these experiences by ongoing methods of evaluation.
- d. GCDI faculty and the staff of the Affiliated Facility agree to maintain communication, cooperate in the development of educational experiences for the Dietetic Internship and review and evaluate the rules and the regulations necessary for the success of the program in the Affiliated Facility upon request.
- e. The Affiliated Facility agrees to indemnify and hold harmless GCDI, the Board, its officers, agents and employees for any damages including claims, demands, losses, and costs occurring during the course of a required placement in the clinical experience arising out of the negligent acts or omission of the Affiliated Facility or any of its agents, officers, or employees.
- f. GCDI agrees to indemnify and hold harmless the Affiliated Facility for any damages, losses, claims or demands arising out of the negligent acts or omissions of the GCDI employees, officers, or agents.
- g. Interns are not employees of either GCDI or the Affiliated Facility and are not entitled to any employee benefits or compensation from Parties which includes not providing Worker’s Compensation coverage.

- h. Both parties will instruct their respective faculty, staff, and participating Interns to maintain confidentiality of student and patient information as required by law, including the Family Educational Rights and Privacy Act (FERPA), and the Health Insurance Portability Accountability Act (HIPAA) and by policies and procedures of GCDI and the Affiliated Facility.
- i. In accordance with HIPAA regulations the GCDI Interns are considered part of the Affiliated Facility's workforce as defined in 45 CFR 160.103 because Interns are trainees under the direct control of the facility even though they are not compensated nor employees of the Affiliated Facility and therefore Interns are subject to the Affiliated Facility's policy and procedure including Confidentiality of patient records and HIPAA Regulations and it is the responsibility of the Affiliated Facility to train the intern on its specific policy and procedure.
- j. It is agreed that GCDI is not a "Business Associate" of the Affiliated Facility as that term is defined by HIPAA and its accompanying regulations. Neither GCDI nor the Intern is engaged in performing or assisting the Affiliated Facility in performing any of the Business Associate functions that are listed in the HIPAA Regulations, 45 CFR §160.103. The GCDI Program is considered part of "health care operations" under HIPAA Regulations, 45 CFR §164.501.
- k. Either party may require the immediate withdrawal of any Intern from the clinical area whose conduct has a detrimental effect on patients or personnel of the Affiliated Facility.

ARTICLE 2. RESPONSIBILITIES OF GCDI

- a. GCDI faculty will require the assigned Interns to comply with the rules and regulations which are applicable to her/his performance in the Affiliated Facility. These would include:
 - i. Following the administrative policies, standards, and practices and regulations, including dress code, of the Affiliated Facility.
 - ii. Providing his or her own transportation and living arrangements while attending the Affiliated Facility.
 - iii. Providing his or her own health and accident insurance and provide documentation of such coverages to the Affiliated Facility upon request.
 - iv. Providing documentation of any health screening reports, immunizations, criminal background checks, liability insurance coverage or similar documentation as requested by the Affiliated Facility.
- b. GCDI will procure and maintain professional liability insurance coverage in the amounts of \$1 million individual and \$3 million aggregate using an "A" rated company.
- c. The GCDI faculty will supply the Affiliated Facility to prepare appropriate forms or arrange conferences that will be used in evaluating the performance of the assigned Intern.
- d. GCDI faculty will assign only Interns to the Affiliated Facility who have satisfactorily completed the designated prerequisites as determined by the curriculum.

ARTICLE 3 - RESPONSIBILITIES OF THE AFFILIATED FACILITY

Gulf Coast Dietetic Internship

- a. Provide necessary instruction for prescribed supervised practice experiences for Interns, as agreed upon by both Parties, including but not limited to preceptors to supervise practice instruction for Students during experiential rotations at the Affiliated Facility.
- b. Where appropriate, provide qualified supervisory personnel to work in conjunction with CGDI faculty;
- c. Provide GCDI's designee with a performance appraisal for each Student in the form prescribed by GCDI;
- d. Report any unsatisfactory conduct or performance of an Intern in a form prescribed by GCDI;
- e. Permit designated GCDI faculty members the right to counsel with and to observe Interns at Affiliated Facility;
- f. Provide initial emergency care at the Intern's expense in case of accidents to Interns participating in regularly scheduled duty periods.

ARTICLE 4 - EFFECTIVE DATE, TERMINATION AND MODIFICATION

- a. This agreement shall be effective _____ and automatically renewed for 1 year terms unless otherwise terminated by one of the parties.
- b. This agreement may be revised or modified by written amendment when both parties agree to such amendment.
- c. This Affiliation Agreement will be terminated 90 days after a written notice to the below named person by registered mail from either party. This agreement may also be terminated by either party for cause after providing the other party 30 days to cure the deficiency in performance under this Affiliation Agreement. Any Intern currently placed with an Affiliated Facility shall be permitted to complete the placement unless the Intern is personally responsible for the reason termination is requested.

ARTICLE 5 - GENERAL PROVISIONS

- a. This Affiliation Agreement shall be governed by, and construed in accordance with, the laws of the state of Mississippi, which shall be the forum for any lawsuits arising from, and incident to, this Affiliation Agreement.
- b. Nothing in the Affiliation Agreement is to be construed as transferring financial responsibility from one party to another.
- c. This Agreement is entered into by and between Parties hereto and for their benefit. Unless explicitly provided in this Agreement, there is no intent by either Party to create or establish third Party beneficiary status or rights in any third party, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.
- d. Unless expressly provided herein, Parties do not assume or become liable for any of the existing or future obligations, liabilities, or debt of the other.
- e. This is the entire Agreement between Parties and supersedes all prior agreements, proposals, or understandings, whether written or oral.

Gulf Coast Dietetic Internship

The contact persons for any notices required by this Affiliation Agreement are as follows:

For GCDI: Gina Wack Ph: 228-297-8446

For AFFILIATED FACILITY: _____

IN WITNESS WHEREOF, the authorized representatives of WW and the Affiliated Facility have caused this Affiliation Agreement to be executed on the date listed with the representative's signature.

For Affiliated Facility:

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

For Gulf Coast Dietetic Internship:

Signature: _____ Date: _____

Name: Gina Wack Title: Director, Gulf Coast Dietetic Internship