

## THMEP TRAINING HOST AFFILIATION AGREEMENT

This Training Host Affiliation Agreement (“Agreement”) is effective on \_\_\_\_\_ (the “Effective Date”) between **Tucson Hospitals Medical Education Program**, an Arizona non-profit corporation (“THMEP”), and \_\_\_\_\_, a \_\_\_\_\_ (“Host”).

### I. GENERAL PURPOSE.

THMEP promotes health care careers by offering graduates of bona fide medical educational programs (“Interns”) opportunities to fulfill dietetic intern requirements within a health care or other facility where dietary concerns and programs are supported. Host provides professional dietetic services to patients or those it serves at its facility (ies) and desires to assist in field work training of Interns within such programs. The parties have agreed to affiliate for the purpose of providing educational and training opportunities to such Interns under the terms of this Agreement.

The parties agree that they will work in good faith to provide educational clinical practice opportunities for such Interns in such numbers, at such facilities, and at such times as the parties may agree, taking into consideration Host’s available staff and space.

The parties desire to establish a cooperative relationship that will allow for the education and training of THMEP Interns both in clinical settings and through interaction with Host practitioners.

### II. THMEP’S RESPONSIBILITIES.

1. THMEP shall assign responsibilities to the Intern Director. The Intern Director shall be responsible for all Interns under the terms of this agreement.
2. Intern Selection: THMEP shall plan the educational experience of the Intern in theoretical background, basic skill, professional ethics, attitude and behavior, and any portions of field experience it deems necessary or appropriate for such Intern. THMEP shall assign only those Interns who have satisfactorily completed the prerequisite educational portions of such Intern’s program. THMEP will ensure that each Intern maintains current valid license and appropriate credentialing for any such educational experience.
3. Intern Compliance: THMEP shall inform Interns of the requirement to comply with Host’s rules, regulations, policies, and procedures as well as the provisions contained in Section IV.3 below. In addition, THMEP shall ensure that Interns execute an Intern Acknowledgment (the “Acknowledgement”) confirming their acceptance and understanding of their responsibilities and expectations. A copy of this Acknowledgment is attached as Exhibit A.
4. Confidentiality: THMEP shall inform Interns that they shall not, at any time, disclose any of THMEP’s or Host’s confidential business information.
5. Ownership of Work Product: THMEP shall inform Interns that any work product developed by an Intern for the benefit of either THMEP or a Host during the training experience remains the property of such party.
6. Patient Privacy: THMEP shall inform Interns that compliance with all HIPAA requirements and the following is mandatory: all work (academic or otherwise), arising out of or relating to the training experience shall be de-identified in accordance with HIPAA and, in no event, will such work contain any identifiable patient or client information. Intern work should describe the training experience only in the most general sense and in the aggregate. Case studies or

other examples likely to identify a specific patient or client are prohibited. This requirement will survive the termination of this Agreement.

### **III. HOST'S RESPONSIBILITIES.**

1. Access to Resources: Host shall provide Interns and THMEP representatives with access to appropriate resources for Intern education including: (a) access to patients either at their homes or at facilities in an appropriately supervised environment in which the Interns can complete their program's internship requirements; (b) Intern security badges or other required security access to client or patient care areas; (c) access and required training for Interns in the appropriate use of electronic medical records or paper charts, as applicable; and (d) computer access, if applicable.
2. Patient/Client Care: Host retains full responsibility for all patient/client care and for the administrative and professional supervision of THMEP Interns. Interns shall not render health care or dietary services to Host's patients or clients except as permitted by their current license and scope of practice under applicable state law, and as Host authorizes. Such services may include the taking of health histories under the supervision of Host clinicians. Nothing in this Agreement constitutes a promise that any particular amount of work will be made available for any THMEP Interns.
3. Training: Host shall train participating Interns and any applicable THMEP representatives on its rules, regulations and policies, and the applicable rules and regulations of governmental bodies.
4. Intern Evaluation: Host staff will, upon request, assist THMEP in the evaluation of the learning and performance of participating Interns by completing evaluation forms provided by and returned promptly to THMEP.

### **IV. MUTUAL RESPONSIBILITIES.**

1. Intern Termination: Host may immediately terminate any Intern's participation in the training experience. Host shall immediately notify THMEP if such action is required, and describe the reasons for such action. THMEP may terminate an Intern's participation when, in its sole discretion, it determines that further participation by the Intern is not appropriate. THMEP shall notify Host as soon as possible if such action is required.
2. Assignment of Representative: The parties shall designate competent representatives designated to serve as supervisors, liaisons, program coordinators, etc. Such roles shall designate responsibility for addressing the progress of participating Interns and addressing any issues that may arise. Each of these representatives is subject to the obligations under this Agreement.
3. Intern Verifications and Screenings: THMEP will require all participating Interns to complete, at a minimum, the hepatitis B vaccination series and a screening test for tuberculosis every 12 months and to submit the results to Host as requested. Host shall notify THMEP about any additional screening requirements that Interns may need to complete before they begin their training with Host. Additional requirements may include a criminal background check, a drug test, and receiving certain immunizations.
4. Non-Discrimination: The parties shall not discriminate on the basis of race, national origin, religion, color, sex, age or disability selecting residents for participation in the training experience. However, if an Intern's disability makes participating in the training experience

impractical, even with reasonable accommodation; either party may inform the Intern that he or she will be unable to participate.

5. Insurance: THMEP shall maintain the following insurance coverage:
  - a. comprehensive general liability insurance that provides coverage limits of \$1,000,000 per occurrence or per claim and \$3,000,000 in the aggregate;
  - b. professional liability insurance that provides coverage limits of \$1,000,000 per occurrence or per claim and \$3,000,000 in the aggregate; and
  - c. statutory workers compensation and employers liability coverage that includes coverage for Interns who are THMEP employees while participating in the training experience.

Host shall maintain: (a) comprehensive general and professional liability insurance policies with minimum limits for each policy of \$1,000,000 per occurrence or per claim and \$3,000,000 in the aggregate; and (b) statutory workers compensation and employers liability coverage of at least \$1,000,000.

Upon reasonable request by one party, the other party shall provide proof of insurance. Each party shall give prompt written notice to the other party in the event of any termination, cancellation or material change in such insurance.

6. Indemnification: Each party shall hold harmless and indemnify the other against any claims, lawsuits, damages, settlements, fines, expenses, and attorneys' fees incurred as a result of either party's breach of this Agreement, negligence or intentional misconduct.
7. Dispute Resolution: Each party agrees that before taking any legal action against the other party they shall engage in good faith negotiations to resolve their dispute. Any disputes that the parties are unable to resolve through good faith negotiations will be resolved through mediation.

## V. MISCELLANEOUS.

1. HIPAA Compliance: If Host is in the business of providing professional medical services, the parties agree that for purposes of HIPAA the participating Interns are members of Host's workforce, and that the training experience falls within the definition of "health care operations." Therefore, participating Interns may have access to patient medical information as provided for in the HIPAA Privacy Rule without signing additional agreements. This paragraph applies solely to HIPAA privacy and security regulations applicable to Host and does not establish an employment relationship.
2. Term and Termination: This Agreement begins on the Effective Date, and shall continue until terminated by either party. Either party may terminate this Agreement without cause by providing thirty (30) days written notice to the other party. In the event either party terminates this Agreement without cause, any Interns currently participating in the training experience will be given the opportunity to complete the program. Either party may terminate this Agreement for cause, upon fifteen (15) days advanced written notice, provided the breaching party does not cure the breach within the fifteen (15) day notice period. Cause includes any material breach/violation of the provisions of the Agreement.

3. Notices: All notices must be in writing and sent to the addresses below by either: U.S. First Class mail or overnight courier. Either party may change its address below by providing written notice to the other party of such change.

If to Host:	If to -THMEP:
	Tucson Medical Center
	5301 E. Grant Road
	Tucson, Arizona 85712
	Attn: SVP, COO
	with a copy to: Tucson Medical Center, 5301 E. Grant Road, Tucson, Arizona 85712, Attn: Contracting Department

4. Miscellaneous: The parties are at all times independent contractors and each party is responsible for any taxes or costs related to their employees. This Agreement contains the entire understanding of the parties and may be amended only in writing. This Agreement supersedes any prior agreements between the parties regarding the same subject matter. Neither party may assign its rights and obligations under this Agreement without the other party's written consent. This Agreement will be governed by the laws of the State of Arizona.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the dates set forth below, to be effective as of the last date of signature (the "Effective Date").

**[NAME OF HOST]**

**TUCSON MEDICAL CENTER**

By \_\_\_\_\_

By \_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

Print Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**EXHIBIT A**  
**INTERN ACKNOWLEDGMENT**

You have been selected by THMEP to participate in an educational training experience where you will work alongside practitioners from a designated facility. Participation is part of your degree program, and you will not be paid by the Host. In addition, your participation in this program does not in any way imply that THMEP or the Host will offer to employ you upon completion of or graduation from your program.

Before you begin the educational training experience you must read and acknowledge the terms outlined below. By signing this document you agree to:

- a. Cooperate with THMEP and the Host in their efforts to meet the objectives of the educational training experience.
- b. Apply your existing knowledge and skills in meeting objectives and completing projects for the educational training experience.
- c. Follow THMEP's and the Host's rules, regulations and policies, and those of any facilities where you accompany a Host's practitioner.
- d. Interact with THMEP and any Host facility staff in an appropriate and professional manner.
- e. Schedule and complete the hours required by your program, and keep THMEP and the Host informed of such hours.
- f. Allow the Host to evaluate your performance and submit an evaluation to THMEP.
- g. Wear an identification badge that identifies your affiliation with THMEP and/or the Host at all times when you are in a THMEP facility, Host facility, or a patient's home.
- h. At all times, render only such health care services to patients as permitted by your current license and scope of practice under applicable law and as authorized by THMEP or Host supervising personnel.
- i. Treat all THMEP and Host business information as strictly confidential. Additionally, you understand that all work product completed or developed by you for the benefit of THMEP or Host during the educational training experience must be surrendered to and shall remain the property of such party.
- j. At all times, treat all patient/client information as strictly confidential and adhere to applicable HIPAA Privacy Regulations. Under no circumstances shall any patient or client information be stored or transmitted via social media, general public browser applications (Google Docs, OpenOffice, etc.) or any other media, electronic or otherwise.
- k. Acknowledge that all work, academic or otherwise, arising out of or relating to the training experience shall be de-identified in accordance with HIPAA rules and regulations. You further acknowledge that your work shall describe the educational training experience only in the most general sense and in the aggregate and that any case studies or other work that is likely to identify a specific patient are strictly prohibited.

Your failure to comply with any of the above conditions may result in your immediate termination from the educational training experience or legal action by THMEP or the Host.

Intern Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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