

AFFILIATION AGREEMENT BETWEEN _____ & OAKWOOD UNIVERSITY

This agreement is made this _____ day of _____, between the _____ (hereinafter called the Facility) and the **Oakwood University** (hereinafter called the University) Dietetics Program, Department of Family and Consumer Sciences and Intern.

WHEREAS, the University has established a Dietetic Internship Program and wishes to provide these interns with a learning and practical experience, and

WHEREAS, the Facility offers means to provide Dietetic Internship (DI) interns with said learning experiences, and

WHEREAS, this agreement is mutually beneficial and the contracting parties are desirous of cooperating to furnish clinical and food service experience to the DI interns preparing to become dietitians,

NOW THEREFORE, it is mutually agreed by and between said parties to wit:

1. The Facility and the University agree mutually that:
 - a. No person, on the grounds of race, color, religion, sex, age, mental or physical handicap, veteran status, or national origin, will be excluded from participation in any dietetic activity, or be otherwise subjected to discrimination in the performance of this agreement or in employment practices.
 - b. Interns and faculty of the University shall not be deemed to be employees of the Facility, nor shall employees of the Facility be deemed to be employees of the College for purposes of compensation, unemployment compensation, or the withholding of income and social security taxes.

2. The University maintains the right and agrees to:
 - a. Send the Facility only such interns who have successfully completed the requirements for the clinical and food service education component of the curriculum.
 - b. Provide clear, concise, well-organized program objectives, education materials, and intern evaluation materials for the overall program.
 - c. Designate a faculty member to coordinate and act as the contact person with a designee of the Facility.
 - d. Assign interns to and nutrition education only when mutually arranged by the University and the Facility and provide a schedule of intern rotations at least 30 days prior to the beginning of the program.
 - e. Maintain open channels of communication for exchange of information with clinical and food service faculty by on-site visits on a regularly scheduled basis and by telephone in other instances.
 - f. Take action regarding any student whose performance record or conduct does not justify continuance in clinical and food service education at the Facility.
 - g. Support rules and regulations governing students that are mutually agreed upon between the University and the Facility.
 - h. Provide documentation on each student indicating current negative PPD, hepatitis immunization status, adult dose MMR (mumps, measles, and rubella) immunization and chicken pox immune status prior to rotating through the Facility.
 - i. Ensure interns to purchase general and professional liability insurance in the amount of one million per occurrence/three million aggregate for each student during course of students' assignment at facility. The academic institution will provide evidence of insurance coverage to the facility upon request.
 - j. Ensure that students participating in clinical rotations at the institution have a criminal background check performed in accord with facility accreditation requirements and student must receive clearance prior to commencing patient care.
 - k. Ensure the students and faculty shall respect the confidential nature of all information that they have access to, including but not limited to patients' personal health information provided to them orally, contained in patient medical records or maintained on the Professional Corporation's electronic information system.

- l. Shall advise all students and faculty of the importance of complying with all relevant state and federal confidentiality laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA), to the extent applicable. In addition, the University agrees to provide students and faculty training in the requirements of the privacy and security provisions of HIPAA and to advise them of the importance of complying with the Professional Corporation's policies and procedures relative to HIPAA.
 - m. Acknowledge that students and faculty may use patients' personal health information for educational purposes at the Institution and at the University. To the extent practicable, all information used for such purposes shall be appropriately de-identified so as to remove all data that may be used to connect such information back to the patient to whom it relates.
 - n. Agree to indemnify, defend and hold harmless Facility and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's, arising out of or resulting from University's sole negligence, or in proportion to the University's comparative fault.
3. The Facility maintains the right and agrees to:
- a. Serve as a clinical and food service site for the DI for a maximum of two interns per six month rotation.
 - b. Provide instruction and supervision appropriate for the intern's level of preparation and continued learning. However, it is understood that interns shall not be used in lieu of professional or staff personnel and shall be under appropriate supervision at all times.
 - c. Share in the responsibility for the education of the DI interns through the cooperation and assistance of the staff and employees along with the faculty of the University. Only those employees who are qualified by education, experience, and/or professional credentials may serve as clinical or/and food service /adjunct faculty.
 - d. Maintain records and reports on each intern's performance and provide a written evaluation of each student's performance to the University.
 - e. Maintain the sole discretion to dismiss any student whose performance record or conduct does not justify continuance in clinical and food service education at this Facility.
 - f. Orient the students to the Facility and its rules and regulations.
 - g. Provide parking for the interns.
 - h. Make available at student expense first aid and emergency care for illnesses or accidents occurring on the premises. All medical and dental costs are the responsibility of the student. However, nothing in this agreement shall be construed as an assumption by the facility of liability for any injury suffered by an intern during his/her experience at the facility.
 - i. Acknowledges that students and faculty may use patients' personal health information for educational purposes at the Institution and at the University. To the extent practicable, all information used for such purposes shall be appropriately de-identified so as to remove all data that may be used to connect such information back to the patient to whom it relates.
 - J. Agree to indemnify, defend, and hold harmless University and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney's, arising out of or resulting from Facility's sole negligence, or in proportion to the Facility's comparative fault.
4. Responsibilities of the Intern:
- a. To follow the administrative policies, standards, and practices of the Facility.
 - b. To provide their own transportation.
 - c. To purchase their own uniforms.
 - d. To wear said uniforms while in the Facility with an appropriate picture ID name tag identifying the intern and his/her position.
 - e. To purchase their own liability insurance before attending the Facility.
 - f. To be prepared to present proof of enrollment in an acceptable hospitalization plan upon arrival at the Facility.
 - g. To work in assigned areas.
 - h. To be subject to supervision and direction by Facility personnel and the University faculty.
 - i. To maintain strict confidentiality of all patient and Hospital information, and sign a data confidentiality agreement.

5. Terms of Agreement:

This agreement shall become effective immediately and will continue unless either party desires to terminate the agreement by giving the other party thirty (30) days notice of this intention to terminate.

Garland Dulan, PhD (Academic Affairs)

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Date _____

Date _____