

Affiliation Agreement

Dietetics Internship

Food Science and Human Nutrition Department

College of Human Sciences and College of Agriculture and Life Sciences

1104 HNSB

706 Morrill Rd

Iowa State University of Science and Technology

Ames, IA 50011-2101

and

Mt. Diablo

Unified School District

AFFILIATION AGREEMENT

This Affiliation Agreement is entered into between Iowa State University of Science and Technology on behalf of its Dietetics Internship Program within its Colleges of Human Sciences and of Agriculture and Life Sciences, and the Department of Food Science and Human Nutrition ("ISU"), located at 1104 HNSB, 706 Morrill Rd, Ames, IA, and Mt. Diablo Unified School District "HOST AGENCY" located at 1936 Carlotta Drive, Concord, CA 94519 .

PURPOSE

The purpose of this Agreement is to form an agreement between a facility that is committed to the development of trained personnel to meet future area employment needs and the educational goals of the ISU Dietetics Internship Program to provide supervised practice facilities for the teaching and skills development of its Interns. This Agreement will establish a cooperative relationship between ISU and the HOST AGENCY and outline the responsibilities of the cooperating Parties as they contribute to the learning experience of Interns who benefit from, and participate in, the ISU Dietetic Internship Program in a safe and responsible manner.

TERMS

THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, ISU and the HOST AGENCY agree as follows:

I. JOINT RESPONSIBILITIES

- a. Prior to the beginning of the affiliation, ISU and the HOST AGENCY will mutually agree upon placement of an Intern, the beginning date, and the length of experience at the HOST AGENCY. This Agreement does not guarantee the placement of prospective Interns at the HOST AGENCY except as mutually approved on an individual, by-name basis by both Parties.
- b. ISU, its faculty, staff, and Interns, and the HOST AGENCY share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the Intern. The Parties will cooperate to evaluate the training program, which may include on-site visits. The HOST AGENCY shall require its faculty and staff who interact with Interns to adhere to the expectations set forth in this Agreement and communicate Intern violations to ISU.
- c. ISU and the HOST AGENCY 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. ISU faculty and the staff of the HOST AGENCY agree to maintain communications, 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 HOST AGENCY upon request. At the request of either Party, a meeting or conference will promptly be held between ISU and HOST AGENCY representatives to resolve any problems or develop any improvements in the operation of the clinical training program
- e. To the extent permitted by law, the HOST AGENCY agrees to indemnify and hold harmless ISU, the Board of Regents, State of Iowa, 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 HOST AGENCY or any of its agents, officers, or employees.
- f. To the extent permitted by law under the Iowa Tort Claims Act, Iowa Code Chapter 669, (<http://www.legis.state.ia.us/IACODE/Current/>), ISU agrees to indemnify and hold harmless the HOST AGENCY for any damages, losses, claims or demands arising out of the negligent acts or omissions of the ISU employees, officers, or agents.
- g. The Interns participating in the program will not be considered employees or agents of the HOST AGENCY or ISU for any purpose. Interns will not be entitled to receive any compensation from the HOST AGENCY or ISU or any benefits of employment from the HOST AGENCY or ISU, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect.

The HOST AGENCY will not be required to purchase any form of insurance for the benefit or protection of any ISU Intern.

- h. No payments are expected to be made between the Parties or to the Interns in connection with this Agreement.
- i. The HOST AGENCY may immediately remove from the premises and retains the right to suspend or terminate any Intern's participation at the HOST AGENCY for misconduct detrimental to the HOST AGENCY or its employees, patients or agents. The HOST AGENCY will immediately notify ISU if such an action is required and the reasons for such action. ISU may terminate an Intern's participation when, in its sole discretion, it determines that further participation by the Intern would no longer be appropriate. ISU will notify the HOST AGENCY if such action is required.
- j. Both Parties agree that there shall be no discrimination on the basis of marital status, race, color, ethnicity, sex, age, religion, pregnancy, sexual orientation, gender identity, genetic information, disability, national origin or status as a U.S. Veteran pertaining to any experiences during the Dietetic Internship.
- k. Both Parties will instruct their respective faculty, staff, and participating Interns to maintain confidentiality of Intern 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 ISU and the HOST AGENCY. ISU shall provide Interns general instruction regarding HIPAA.
- l. If the HOST AGENCY is a HIPAA Covered Entity pursuant to HIPAA regulations, the ISU Dietetic Interns are considered part of the HOST AGENCY'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 HOST AGENCY and therefore Interns are subject to the HOST AGENCY's policy and procedure including Confidentiality of patient records and HIPAA Regulations and it is the responsibility of the HOST AGENCY to train the Intern on its specific policy and procedure.
- m. If the HOST AGENCY is a HIPAA Covered Entity, it is agreed that ISU is not a "Business Associate" of the HOST AGENCY as that term is defined by HIPAA and its accompanying regulations. Neither ISU nor the Intern is engaged in performing or assisting the HOST AGENCY in performing any of the Business Associate functions that are listed in the HIPAA Regulations, 45 CFR §160.103. The ISU Dietetic Internship Program is considered part of "health care operations" under HIPAA Regulations, 45 CFR §164.501.

II. RESPONSIBILITIES OF ISU

- a. ISU will assign only Interns to the HOST AGENCY who have satisfactorily completed the designated prerequisites as determined by the curriculum.
- b. After the Interns are identified, ISU will notify the HOST AGENCY of the planned schedule of Intern assignment to the HOST AGENCY. The Intern's name, previous academic preparation, and length and dates of the planned experience will be provided to the HOST AGENCY before the experience begins.
- c. ISU will initiate a criminal background check of the Intern assigned to the HOST AGENCY. The result of the criminal background check may be obtained by the HOST AGENCY upon request. If any information is uncovered that would indicate a record of abuse or neglect or a felony conviction, ISU shall notify the HOST AGENCY and decisions may be made that prevent the Intern from direct patient/client/employee access.
- d. ISU will require all participating Interns to have documented appropriate immunizations on file with the Internship Program. If applicable, the HOST AGENCY shall notify the Intern of any requests for evidence of immunization. ISU will inform the Intern of his/her responsibility to provide evidence to the HOST AGENCY of any required immunizations, when requested. ISU will also inform Interns that they may be required to undergo other similar screening tests pursuant to the HOST AGENCY's policies and practices, and that the cost of any such test will be paid by the Intern, if not the HOST AGENCY.
- e. ISU will require all participating Interns to have documented certification in HIPAA, CPR, First Aid, and Universal Precautions (Bloodborne Pathogens) on file with the Internship Program. If applicable, the HOST AGENCY shall notify the Intern of any requests for evidence of certification. ISU will inform the Intern of

his/her responsibility to provide evidence to the HOST AGENCY of any required certifications, when requested.

- f. ISU will inform the assigned Interns to comply with the rules and regulations which are applicable to her/his performance in the HOST AGENCY. These would include:
 - i. Following the administrative policies, standards, and practices and regulations, including dress code, of the HOST AGENCY.
 - ii. Providing his/her own transportation and living arrangements while attending the HOST AGENCY.
 - iii. Providing documentation of any health screening reports, immunizations, criminal background checks, liability insurance coverage, certifications, or similar documentation as requested by the HOST AGENCY.
- g. ISU will supply or work with the HOST AGENCY to prepare appropriate forms or arrange conferences that will be used in evaluating the performance of the assigned Intern.
- h. ISU will advise all Interns assigned to the HOST AGENCY regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. ISU will also advise all Interns that the confidentiality requirements survive the termination or expiration of this Agreement.

III. RESPONSIBILITIES OF THE HOST AGENCY

- a. ISU will not have faculty located on-site at the HOST AGENCY, therefore the HOST AGENCY shall designate a preceptor for the purpose of providing on-site supervision and training for the Interns.
- b. Preceptors in the HOST AGENCY will be provided with time to plan, implement, and evaluate the Intern experiences and, when feasible, attend relevant conferences with or about Interns.
- c. The HOST AGENCY shall provide the Intern with an orientation that includes:
 - i. A copy of the pertinent rules and regulations with which the Intern is expected to comply.
 - ii. A tour of the facilities where the Intern will be learning.
 - iii. The philosophy of patient/client care at the HOST AGENCY.
 - iv. Other topics that will allow the Intern a quality learning experience during the Internship to the benefit of the HOST AGENCY, ISU and the Intern.
- d. The HOST AGENCY will retain full authority and responsibility for patient/client care and quality standards, and will maintain a level of care which meets generally accepted standards conducive to satisfactory instruction
- e. While in the HOST AGENCY's facilities, Interns will have the status of trainees; are not to replace HOST AGENCY staff; and, are not to render unsupervised patient/client care and/or services. All services rendered by Interns must have educational value and meet the goals of the dietetics Internship program. The HOST AGENCY and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Intern's level of training.
- f. Interns shall be treated as trainees who have no expectation of receiving compensation or future employment from the HOST AGENCY or the School.
- g. The HOST AGENCY shall provide a supervised program of dietetics experience and maintain complete records pertaining to each Intern's performance. Written evaluations will be provided to the Dietetic Internship faculty using the forms provided by ISU or mutually agreed upon.

- h. In the event of an emergency, or other health care or medical needs, the Intern may be treated in the HOST AGENCY if it has an emergency department. If necessary, arrangements for transportation to another medical facility will be made. The cost of transportation and all medical treatment will be borne by the Intern.
- i. The HOST AGENCY agrees to comply with applicable state and federal workplace safety laws and regulations. In the event an Intern is exposed to an infectious or environmental hazard or other occupational injury (i.e. needle stick) while at the HOST AGENCY, the HOST AGENCY, upon notice of such incident from the Intern, will provide such emergency care as is provided its employees. In the event that the HOST AGENCY does not have the resources to provide such emergency care, HOST AGENCY will refer the Intern to the nearest emergency facility. ISU will inform the Intern that the Intern will be responsible for any charges thus generated.
- j. Upon reasonable request by ISU, the HOST AGENCY will permit the inspection of the facilities, services available for learning experiences, Intern's records, and such other items pertaining to the Dietetic Internship Program.

IV. INSURANCE

- a. It is understood by the Parties that ISU is an agency of the State of Iowa and general and professional liability coverage is provided on a self-insurance basis under the Iowa Tort Claims Act, Iowa Code Chapter 669 for itself and its employees and professional liability insurance covering the Intern's activities is purchased by ISU.
- b. Professional liability insurance coverage for Interns is maintained by the ISU Dietetic Internship Program in the amounts of \$1 million individual and \$3 million aggregate using an "A" rated company. A copy of the insurance policy will be forwarded upon request.
- c. Interns are required to provide their own health insurance and provide documentation of such coverage to the HOST AGENCY upon request.
- d. Workers' Compensation is provided to ISU employees in accordance with Iowa Code Section 8A.457.
- e. It is understood by the Parties that the HOST AGENCY will maintain commercially appropriate general and professional liability insurance or self-insurance covering its employees and agents whenever ISU or its Interns are involved in the learning experience contemplated by this Agreement.

V. MISCELLANEOUS PROVISIONS

- a. This Agreement shall be effective starting January 1, 2017 for a term of one (1) year and will automatically renew for consecutive one year terms unless earlier terminated by one of the Parties.
- b. This Agreement contains the entire Agreement of the Parties as it relates to this subject matter and may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement. This Agreement supersedes and cancels all prior agreements, oral or written, and all other communications between the Parties relating to such subject matter.
- c. This 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 Agreement. Any Intern currently placed with an HOST AGENCY shall be permitted to complete the placement unless the Intern is personally responsible for the reason termination is requested.
- d. This Agreement shall be governed by, and construed in accordance with, the laws of the state of Iowa, which shall be the forum for any lawsuits arising from and incident to this Agreement.
- e. ISU is a public entity entitled to protections of governmental immunity under applicable law, it is specifically understood and agreed that nothing contained in this Agreement will be construed as an express or implied waiver by ISU of its governmental immunity.

- f. Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the Parties; and neither Party shall have the right or authority or shall hold itself out to have the right or authority to bind the other Party, nor shall either Party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.
- g. Although neither Party shall use the name, logo, trademark or image of the other Party for advertising, marketing, endorsement or other commercial purpose, the HOST AGENCY agrees that ISU may use the name and location of its facility in informational materials and posted on the ISU Dietetic Internship website in order to provide information regarding potential precepting locations to prospective applicants.
- h. The contact persons for any notices required by this Agreement are as follows:

For ISU:

Name: Jean A. Anderson

Phone: (515) 294-7316

Email: diisu@iastate.edu

For HOST AGENCY:

Name: Anna Fisher

Phone: 925) 1082-8000 x4124

Email: fishera@mdusd.org

- i. The persons executing this Agreement certify they have the authority to execute this Agreement on behalf of the respective Parties, and the Parties agree to the terms and conditions of this Agreement, as shown by the signatures.

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

HOST AGENCY: _____

Name (Signature) Date: _____

Dr. Nellie Meyer, Superintendent
(Printed Name) Title

Anna Fisher Date: 11/17/14
Name (Signature)

Anna Fisher Director, Food & Nutrition Service
(Printed Name) Title

ISU: IOWA STATE UNIVERSITY OF SCIENCE AND TECHNOLOGY

Jean Anderson, MS, RDN, LD
Dietetic Internship Director Date: _____

Ruth MacDonald, PhD, RD
Food Science & Human Nutrition Department Chair Date: _____