

CLINICAL AFFILIATION AGREEMENT FOR SUPERVISED EXPERIENTIAL LEARNING

THIS CLINICAL AFFILIATION AGREEMENT (the “Agreement”) is made and entered into this **22nd of September, 2021**, by and between **University of New England**, a not for profit private educational institution with campuses in Biddeford and Portland, Maine (“the University”) and **Mt. Diablo Unified School District** located in Concord, California (“Clinical Affiliate”). The University and Clinical Affiliate are sometimes hereinafter referenced individually as a “Party” and collectively as the “Parties”.

WHEREAS, The University has a structured experiential program in Applied Nutrition (hereinafter, “Program”) and as part of the Program students are required to have supervised experiential learning and training in the subject matter of the Program (hereinafter, “SEL”).

WHEREAS, Clinical Affiliate is willing and able to provide said experiential learning and training at its site subject to certain understandings and agreements as to the Program and its operation at Clinical Affiliate’s location(s).

NOW, THEREFORE, in consideration of the foregoing recitals, the promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree that certain students enrolled at the University may complete their SEL at Clinical Affiliate location(s) subject to the following terms and conditions.

1. The University shall:

1.1 Develop, administer, and operate the Program and provide guidelines for accomplishing the SEL;

1.2 Assign students to the Clinical Affiliate locations. The number of students assigned to the Clinical Affiliate will be set by agreement between the University and the Clinical Affiliate not less than sixty (60) days prior to the start of each semester; Provide the name of all faculty associated with the SEL, including the University’s Program Director, and each student assigned to the Clinical Affiliate locations at least four (4) full weeks prior to the arrival of each such student at the Clinical Affiliate locations;

1.3 If required by law, ensure Students are properly immunized and have had a health examination prior to beginning the SEL;

1.4 Educate students such that they understand and respect the confidential nature of patient-specific data that is available to them. All such students shall be required to comply with

Clinical Affiliates policies and procedures with respect to confidentiality, including but not limited to policies regarding the Health Insurance Portability and Accountability Act (“HIPAA”);

1.5 Cooperate in any inquiry or investigation by the Clinical Affiliate related to the activities or performance of any student.

1.6 Oversee the SEL contemplated by the terms of this Agreement.

1.7 Upon receipt of a request from Clinical Affiliate, withdraw or reassign any student whose work, conduct or health may have a detrimental effect on Clinical Affiliate’s clients or employees, as determined by Clinical Affiliate in its sole and absolute discretion.

1.8 Provide constructive feedback to Clinical Affiliate concerning the quality and content of the experiences students have during the SEL, and receive feedback from Clinical Affiliate regarding the Program’s content and the SEL experience.

2. The Clinical Affiliate shall:

2.1 Administer, staff and operate the Clinical Affiliate applied nutrition experience and maintain standards of and supervise client care at the Clinical Affiliate locations.

2.2 Determine and communicate to the University the number of students the Clinical Affiliate can supervise not less than sixty (60) days prior to the start of each semester;

2.3 Designate Clinical Affiliate personnel as field instructors (if applicable) who will carry out the SEL at each Clinical Affiliate location. Field Instructors will provide supervision of the students in the SEL in accordance with Program requirements.

2.4 Provide orientation for students and the University faculty on the policies and procedures of the Clinical Affiliate.

2.5 Permit assigned students and the University faculty to have access to the Clinical Affiliate’s sites pursuant to prearranged scheduling.

2.6 Provide Program experiences that meet course objectives as determined by the University.

2.7 Through Clinical Affiliate’s field instructors maintain communication with the Program regarding the performance of students.

2.8 Provide or secure the provision of emergency medical care to the students and faculty who may become ill or may be injured while on duty at Clinical Affiliate sites. Reports of each serious illness or accident shall be sent to the University within a reasonable time after any such illness or

accident.

2.9 Notify the University of any student who Clinical Affiliate wishes to reject from participation in the Program at Clinical Affiliate locations or of any student Clinical Affiliate wants reassigned or whose assignment Clinical Affiliate wants to terminate.

2.10 Notify the University of any situation or behavior involving the students or a faculty member wherein safety of any person is threatened or whereby the cooperative intent of this agreement is jeopardized, in which event Clinical Affiliate shall have the authority to remove the student from the Clinical Affiliate site at Clinical Affiliate's sole discretion.

2.11 Client Care/Administration. Clinical Affiliate will have sole authority and control over all aspects of client services. Clinical Affiliate will be responsible for and retain control over the organization, operation and financing of its services.

3. The Clinical Affiliate and the University shall:

3.1 Jointly evaluate the students participating in the SEL as follows:

3.1.1 Provide the student with formal written evaluations on forms prepared by the Program, which the students must review and acknowledge by signature, once each semester.

3.1.2 Evaluate student performance. Individual evaluations shall be based on established criteria by the Program. It is understood and agreed that the ultimate responsibility for the supervision of students rests with the Clinical Affiliate in consultation with the Program.

3.2 Meet periodically to assess the affiliation and the SEL and, if appropriate and mutually agreed upon, to make adjustments to the SEL to meet Program, the University and Clinical Affiliate needs and expectations.

3.3 Comply with applicable laws.

3.4 Incidents. The University and the Clinical Affiliate will mutually cooperate fully in the reporting and investigation of any incidents occurring at the Clinical Affiliate, all in accordance with applicable law, the University policies and Clinical Affiliate policies, as appropriate.

4. FERPA. Students assigned to the Program have given written consent that the University and the Clinical Affiliate may provide to each other educational records of the student. The Clinical Affiliate acknowledges that records relating to or concerning the Program are educational records

within the meaning of the Family Educational Rights and Privacy Act (FERPA) and the Clinical Affiliate shall not disclose such records except to the University or in strict compliance with the provisions of FERPA and upon prior notice to the student and to the University.

5. HIPAA. The parties shall safeguard protected health information (“PHI”) by using and disclosing PHI only in accordance with HIPAA. Without limitation to other rights and remedies under this Agreement or afforded by law, either party may terminate this Agreement in the event that it has determined that there is a material breach of this section. The parties further agree to execute any additional mutually agreed upon documents as required under HIPAA to assure the safeguarding of PHI.

6. Independent Contractors.

6.1 Field Instructors employed by Clinical Affiliate shall be eligible to be considered for honorary Adjunct Community Faculty of the University appointments, if appropriately qualified, but shall have no rights of the University Faculty. Such field instructors shall not be compensated or employed by the University. For all purposes under this Agreement, such Field Instructors shall be considered employees of Clinical Affiliate, which shall be solely responsible for the compensation and benefits for said Preceptors.

6.2 The Clinical Affiliate, and its field instructors, agents, servants, employees, officers, directors and trustees are not and shall not be considered employees of the University, and the University and its faculty, agents, students, servants, employees, directors and trustees are not and shall not be considered employees of the Clinical Affiliate, except to the extent students are separately employed by the Clinical Affiliate.

6.3 The Clinical Affiliate and the University shall at all times be deemed and act as independent contractors and shall perform their tasks and duties consistently with such status, and neither party nor its agents, students, servants, employees, officers, directors or trustees will make claim or demand for any right or privilege applicable to an agent, student, servant, employee, officer, director or trustee of the other, including but not limited to Worker’s Compensation coverage, disability benefits, accident or health insurance, unemployment insurance, social security or retirement membership or benefits.

6.4 Nothing contained in this Agreement shall constitute or be construed to be or to create a partnership or joint venture between the parties.

7. Indemnification. Subject to the limitations and conditions of applicable state law, each party hereto shall defend, indemnify and hold harmless the other, and its agents, students, servants, representatives, employees, officers, directors, and trustees from and against any and all payments, claims, losses, judgments, liabilities or expenses of any nature, including reasonable attorneys' fees and court costs, caused by the act or omission of said party, its agents, students, servants, representatives, employees, officers, directors, or trustees in the performance of said party's obligations under this Agreement, to the fullest extent permitted by law, except to the extent caused by the indemnified party's act or omission, or the act or omission of the indemnified party's agents, students, servants, representatives, employees, officers, directors, or trustees. In those instances where the Parties are or may be jointly liable or responsible, both parties will jointly defend such Claim and any liability assessed will be apportioned based on relative culpability.

8. Insurance. Each party will maintain or cause to be maintained, without interruption throughout the term of the Agreement:

8.1 Comprehensive General Liability ("CGL") insurance on an occurrence basis with minimum limits of \$1,000,000.

8.2 Professional Liability insurance with minimum limits of \$1,000,000.

8.3 Worker's Compensation and Employer's Liability insurance but not for students participating in the Program as they are not employees.

9. Term and Termination. This Agreement is effective for a period of three (3) years, beginning **09/22/2021** and ending **06/31/2021**. This Agreement may be terminated at any time by either Party without cause by ninety (90) days prior written notice delivered to the other Party by certified mail return receipt, provided however, that if said termination occurs in the middle of a SEL, then those students currently participating shall be allowed to complete the SEL.

10. Miscellaneous.

10.1 This Agreement represents the entire understanding of the parties with respect to the subject matter hereof and supersedes and cancels all previous agreements between the parties respecting said subject matter.

10.2 This Agreement may be amended or modified only in a writing signed by authorized

representatives of Clinical Affiliate and the University.

10.3 The descriptive headings of this Agreement are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

10.4 All notices hereunder shall be deemed given three (3) business days after deposit in the U.S. mail, postage prepaid, registered mail, return receipt requested and addressed as follows (or to such other address as either party may give notice of hereunder):

If to Clinical Affiliate:

Mt. Diablo Unified School District

Food & Nutrition Services Department

1936 Carlotta Drive

Concord, CA 94519

If to the University:

University of New England
College of Graduate & Professional Studies
Applied Nutrition Program
716 Stevens Ave
Portland, ME 04103

Copy to:

Ron Schneider, Esquire
Bernstein Shur
100 Middle Street
P.O. Box 9729
Portland, ME 04104

Notices shall be effective upon receipt by certified mail, return receipt requested.

10.5 This Agreement shall be governed by and construed under the laws of the state of Maine, notwithstanding Maine conflicts of law rules.

10.6 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors, but neither this Agreement nor any rights hereunder shall be assignable by either party.

10.7 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of this DAY day of MONTH, YEAR.

("Clinical Affiliate")

University of New England

Signature

Signature

By: _____
Printed Name

By Nicole L. Labbe-Trufant

Its _____
Title

Its: Sr. VP of Finance and Administration