

Affiliation Agreement

Nationwide-Option Dietetic Internship

Food Science and Human Nutrition Department

College of Human Sciences and College of Agriculture and Life Sciences

220 C MacKay Hall

Iowa State University

Ames, IA 50011-1123

and

Duluth School District ISD #709

215 North Avenue East

Duluth, MN 55802

AFFILIATION AGREEMENT

This Affiliation Agreement is entered into between the Dietetic Internship located at Iowa State University ("ISU"), within its Colleges of Human Sciences and of Agriculture and Life Sciences, and the Department of Food Science and Human Nutrition, located at Ames, IA, and Duluth School District/ISD #709 ("Affiliated Facility") located at 215 North 1st Avenue East Duluth, MN 55802.

PURPOSE

The purpose of this Affiliation Agreement is to form an agreement with a facility that is committed to providing desirable dietetics learning experiences and facilities for ISU Interns enrolled in its Dietetic Internship Program. This Affiliation Agreement will establish a cooperative relationship between ISU and the Affiliated Facility 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 Affiliation Agreement, ISU and the Affiliated Facility agree as follows:

I. JOINT RESPONSIBILITIES

- a. The performance experiences will cover a period of time agreed on and arranged by ISU 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. Both parties agree that there shall be no discrimination on the basis of marital status, race, color, sex, age, religion, sexual orientation, gender identity, disability, national origin or status as a U.S. Veteran pertaining to any experiences during the Dietetic Internship.
- c. ISU 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. ISU faculty and the staff of the Affiliated Facility 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 Affiliated Facility upon request.
- e. The Affiliated Facility agrees to indemnify and hold harmless Iowa State University, 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 Affiliated Facility 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/>), Iowa State University 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 Iowa State University employees, officers, or agents.

- g. Interns are not employees of either Iowa State University or the Affiliated Facility and are not entitled to any employee benefits or compensation of either party 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 ISU and the Affiliated Facility.
- i. In accordance with HIPAA regulations the ISU Dietetic 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 ISU is not a "Business Associate" of the Affiliated Facility as that term is defined by HIPAA and its accompanying regulations. Neither ISU 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 ISU Dietetic Internship 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.

II. RESPONSIBILITIES OF THE ISU FACULTY

- a. ISU faculty will notify the supervisors in an Affiliated Facility of the planned schedule of Intern assignment to the facility. The Intern's name, previous academic preparation, and length and dates of the planned experience will be provided to the facility before the experience begins.
- b. ISU faculty will make a reasonable effort to initiate a criminal background check of the Intern assigned to the Affiliated Facility. The result of the criminal background check may be obtained by the Affiliated Facility upon request. If any information is uncovered that would indicate a record of abuse or neglect or a felony conviction, ISU faculty shall notify the Affiliated Facility and decisions may be made that prevent the Intern from direct patient/client/employee access.
- c. Dietetic Internship 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. Professional liability insurance coverage is maintained by the ISU Dietetic Program in the amounts of \$1 million individual and \$3 million aggregate using an "A" rated company.

- v. Providing documentation of any health screening reports, immunizations, criminal background checks, liability insurance coverage or similar documentation as requested by the Affiliated Facility.
- d. The Dietetic Internship faculty will supply or work with the Affiliated Facility to prepare appropriate forms or arrange conferences that will be used in evaluating the performance of the assigned Intern.
- e. ISU Dietetic Internship faculty will assign only Interns to the Affiliated Facility who have satisfactorily completed the designated prerequisites as determined by the curriculum.

III. RESPONSIBILITIES OF THE AFFILIATED FACILITY

- a. The Affiliated Facility shall provide the Dietetic Internship Intern with an orientation that includes: a copy of the pertinent rules and regulations with which the Intern is expected to comply, a tour of the facilities where the Intern will be learning, the philosophy of patient care at the Affiliated Facility, and other topics that will allow the Intern a quality learning experience during the internship to the benefit of the Affiliated Facility, ISU and the Intern.
- b. The Affiliated Facility shall maintain full administrative and supervisory responsibility for the quality of care given patients and maintain administrative responsibility in so far as a Intern's presence affects the operation of the Affiliated Facility and/or direct or indirect care of patients/clients/employees.
- c. The Affiliated Facility shall provide observational opportunities and practical experiences to benefit the learning of Intern and agrees to adhere to the Internship policy that "Students in supervised practice programs shall not routinely replace employees except for planned professional staff experiences."
- d. The Affiliated Facility 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 described in IId.
- e. Preceptors in the Affiliated Facility will be provided with time to plan, implement, and evaluate the Intern experiences and, when feasible, attend relevant conferences with or about Interns.
- f. In the event of an emergency, or other health care or medical needs, the Intern may be treated in the Affiliated Facility 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.
- g. Upon reasonable request by ISU, the Affiliated Facility 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. EFFECTIVE DATE, MODIFICATION, AND TERMINATION

- a. This agreement shall be effective on August 2010 through June 2011 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.

V. MISCELLANEOUS PROVISIONS

a. This Affiliation 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 Affiliation Agreement.

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

For ISU: Jean A. Anderson (515) 294-7316

For AFFILIATED FACILITY: PAM BOWE 218/336-8700 x 1019

By: _____

Name: Pamela J. White, PhD

Title: Dean, College of Human Sciences

Date: _____