

**Affiliation Agreement**  
**By And Between**  
**Eastern Michigan University Board of Regents**  
**And**  
**Ector County ISD**

This Agreement is made and entered into by and between the **Eastern Michigan University Board of Regents**, a public university established by the constitution and laws of the State of Michigan, with its main campus located in Ypsilanti, Michigan (“EMU”) and **Ector County ISD**, located in Odessa, Texas (“FACILITY”).

WHEREAS, the parties wish and intend by this Agreement to set forth the terms and conditions of engaging in a program for the supervised practice experience education (“practical experience”) at the FACILITY for students enrolled in EMU’s **Coordinated Program in Dietetics**. This Agreement shall encompass student experiences conducted at all FACILITY locations, facilities, subsidiaries, affiliates and online environments.

IT IS THEREFORE AGREED AS FOLLOWS:

This Agreement shall be effective March 1, 2022 through April 30, 2022.

**I. EMU RESPONSIBILITIES**

- 1.1 Plan and Administer: In consultation with representatives of the FACILITY, plan and administer the practical experience for its students assigned to the FACILITY.
- 1.2 Placement Plan: Provide the FACILITY with its overall plan for the placement of students at FACILITY prior to the commencement of the academic term. The plan shall include details of the practical experience at the FACILITY, including the objectives, and number of students for each term, dates, times, and levels of each student’s academic preparation. EMU shall work with the FACILITY to modify its clinical program as necessary to accommodate the reasonable requirements of the FACILITY.
- 1.3 Provide Names of Students: Provide the names of students as soon as possible after registration for each semester.
- 1.4 Pre-Placement Instruction: Provide pre-placement instruction to each student in accordance with standards agreeable to both parties, and to present for placement at the FACILITY only those students who have satisfactorily completed the pre-placement instructional program.
- 1.5 Instruction of Regulations and Procedures: Instruct its students assigned to the FACILITY with regard to general regulations and procedures which the parties have agreed are necessary.

- 1.6 Educational Records: Maintain all education records and reports relating to the practical experience of its students at the FACILITY, and to comply with all applicable statutes, rules and regulations respecting the maintenance of and release of information from such records. The FACILITY shall have no responsibility regarding such records and shall refer all requests regarding such information to EMU.
- 1.7 Health Insurance: Inform each student submitted for placement of the requirement to have in force a policy of personal health insurance, and of the substantial monetary liability that the student might incur as a result of failure to have such insurance in force.

## II. FACILITY RESPONSIBILITIES

- 2.1 Primary Responsibility: Plan and administer all aspects of patient care and clinical services at its facilities. FACILITY has primary and ultimate responsibility for the quality of care and the clinical service and as such, FACILITY staff shall have final responsibility, authority and supervision over all aspects of patient care, clinical services, plant operations, etc. at its facilities. During the period of the internship, interns shall be subject to all policies, rules, and administrative regulations of the District and the office or campus to which the intern has been assigned. Department heads and principals may recommend dismissal at any time of interns who fail to abide by these policies, rules, and administrative regulations.
- 2.2 Supervision of Student: Provide qualified supervision of EMU students during their placement. FACILITY supervisory personnel may, in an emergency, or in certain cases based upon applicable standards of patient care, client service, plant operations, etc., temporarily relieve a student from a particular assignment or require that a student leave an area or department pending a final determination of the future status of the student by the parties.
- 2.3 Placement of Students: Cooperate with EMU in the planning and conduct of the student's placement in order that such placement is appropriate for EMU's educational objectives.
- 2.4 Facilities: Make available to students the use of its cafeteria, conference rooms, dressing or locker rooms, library or any other appropriate facilities as available and required by the practical experience, without charge except for food consumed by the students.
- 2.5 Pre-Placement Instruction: Provide EMU with all rules, regulations, procedures and information necessary for pre-placement instruction prior to the commencement of the academic term.
- 2.6 Release and Withdrawal of Student:
  - a. Have the authority to refuse any student who has previously been discharged for cause, relieved of responsibilities for cause or who would not be eligible to be employed by the FACILITY. FACILITY shall notify EMU of its refusal to accept a student and its reasons for doing so in writing, prior to the commencement of the academic term.
  - b. Have the authority to request the withdrawal of any student from their placement at FACILITY for reasonable cause related to the need for maintaining an acceptable level of patient care, client services, plant operations, etc., and EMU shall immediately comply with such request. The request shall be in writing and shall state the reason(s) for the request.

- 2.7 Personal Protective Equipment (“PPE”): FACILITY shall provide PPE, including face coverings, for each EMU student placed at facility pursuant to the same procedures FACILITY uses for its own employees.

### III. MUTUAL RESPONSIBILITIES

- 3.1 Refusal to Accept or Withdrawal of a Student: In the event that either party is determined by any court or administrative agency of competent jurisdiction to have acted in an unlawful manner in refusing to accept or requesting the withdrawal of a student, the offending party shall defend, indemnify and hold the other party harmless from any and all claims and costs arising from its unlawful act. Each party shall promptly notify the other party of any such claim, provide the other party with an opportunity to defend, and provide all reasonable assistance, except financial, in making such defense. No settlement of any such claim shall be effected without the consent of the other party.
- 3.2 HIPAA Compliance Acknowledgment: The parties acknowledge that to the extent FACILITY is a “covered entity”, as such term is defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the regulations regarding the privacy and security of individually identifiable health information promulgated thereunder at 45 C.F.R. Parts 160 and 164 (the “HIPAA Regulations”) apply, and that as such, FACILITY has certain obligations to protect the privacy and security of “protected health information” thereunder. To the extent that EMU students have access to protected health information by virtue of their participation in the Program at FACILITY, the parties agree that such students will be considered part of FACILITY’s “workforce” for HIPAA compliance purposes only. Such students shall be subject to, and at all times shall abide by, FACILITY’s policies and procedures governing the use and disclosure of such protected health information by FACILITY and its staff. FACILITY shall train such students regarding the requirements of such policies and procedures. In addition, prior to a student commencing participation in the clinical Program at the FACILITY, EMU shall educate such students regarding their obligations to protect the privacy, security and confidentiality of all individually identifiable health information, including but not limited to the fundamental requirements of HIPAA and the HIPAA Regulations. Nothing in this Section is intended or shall be deemed to create an employer-employee relationship between EMU students and FACILITY.
- a. Notwithstanding the foregoing provisions of any other provision of this agreement, the parties agree that this agreement and the parties’ sponsorship of the Program as contemplated hereunder, does not give rise to a business associate relationship under HIPAA and the HIPAA Regulations.
- b. EMU agrees to take such actions as FACILITY may request from time to time to assist FACILITY to comply with its obligations under HIPAA and the HIPAA Regulations with respect to EMU students participating in the clinical Program at FACILITY.
- 3.3 Unpaid Students Are Not Employees: Students assigned to this practical experience who receive no monetary compensation from FACILITY shall not be deemed to be employees of either party and thus are not covered by EMU or FACILITY for purposes of compensation, fringe benefits, worker’s compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose. Each student is placed with the FACILITY to receive this educational experience as a part of his or her academic curriculum. Those duties performed by unpaid students are not performed as an employee, but in fulfillment of these academic requirements and are performed under supervision. Students who receive no monetary compensation from FACILITY shall not replace or substitute for any employee of the

FACILITY. This provision shall not be deemed to prohibit the employment of any such student by either party under a separate employment agreement. EMU shall notify each student of the contents of this paragraph.

- 3.4 Monetary Consideration: There shall be no monetary consideration paid by either party to the other, it being acknowledged that the program provided hereunder is mutually beneficial. The parties shall cooperate in administering this program in a manner which will tend to maximize the mutual benefits provided to EMU and the FACILITY.
- 3.5 Compliance with Laws: Each party agrees to comply with and to be separately responsible for compliance with all laws, including but not limited to anti-discrimination laws, which may be applicable to their respective activities under this Agreement. Both parties promise to not discriminate on the basis of race, color, creed, age, sex, national origin, religion, height, weight, marital status, sexual orientation, gender identity/ expression, or disability.
- 3.6 Indemnity Provisions: Each party agrees that statutory and common law theories and principles of indemnification, contribution, and equitable restitution shall govern and apply to claims, costs, actions, causes of action, losses or expenses (including attorney fees) resulting from or caused by the actions or omissions of its employees pursuant to this Agreement.
- 3.7 Insurance: EMU and FACILITY agree to maintain in full force and effect for the term of this agreement, commercial general and professional liability insurance or its equivalent with minimum limits of coverage not less than \$1,000,000 per occurrence and \$1,000,000 in the general aggregate. A certificate of insurance will be furnished to the other party, upon request, indicating effective coverage and liability limits. EMU coverage for students applies only to unpaid internships.
- 3.8 Non-Teaching Designator: No provision of this Agreement shall prevent any patient, client, etc. from requesting not to be a teaching patient, client, etc. or prevent any member of the FACILITY's staff from designating any patient, client, etc. as a non-teaching patient, client, etc.
- 3.9 Extension of Rights: This Agreement is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any party or person other than the FACILITY and EMU; without limiting the generality of the foregoing, no rights are intended to be created for any patient, client, etc., student, parent or guardian of any student, employer, or prospective employer of any student.
- 3.10 Sole Conduct: In the performance of their respective duties and obligations under this Agreement, both parties are independent contractors, and neither is the agent, employee or servant of the other, and each is responsible for only its sole conduct.
- 3.11 Entire Agreement: This Agreement constitutes the entire agreement between the parties, and all prior discussions, agreements and understandings, whether verbal or in writing, are hereby superseded by this agreement.
- 3.12 Headings: The headings of Articles and Sections in this document are for convenience of reference only, and are not part of this Agreement.

3.13 Amendments to Agreement: No amendment or modification to this Agreement, including any amendment or modification of this paragraph, shall be effective unless in writing, signed by both parties.

**IV. NOTICE**

Any and all notices, consents or other communications by one party intended for the other shall be in writing, and personally delivered, transmitted by electronic means, or be sent via first class mail, postage paid, to the addresses set forth as follows:

**Eastern Michigan University**

Legal Affairs  
11 Welch Hall  
Ypsilanti, MI 48197  
734-487-1055  
[affiliation.coordinator@emich.edu](mailto:affiliation.coordinator@emich.edu)

**Ector County ISD**

Jieun Pando  
Jieun.Pando@ectorcountyisd.org  
432-456-9741  
1120 W. 10th St.  
Odessa, TX 79763

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

**Eastern Michigan University**

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Ector County ISD**

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

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