

**AFFILIATION AGREEMENT  
 IN NUTRITION AND DIETETICS PROGRAMS  
 BETWEEN  
 THE UNIVERSITY OF DELAWARE  
 And  
 COUNTY OF GLOUCESTER**

This is an agreement between the University of Delaware, hereinafter called the UNIVERSITY and County of Gloucester hereinafter called the CLINICAL CENTER.

**PURPOSE**

The purpose of the Affiliation Agreement is to permit a clear understanding of the roles and responsibilities of the participants, namely the UNIVERSITY and the CLINICAL CENTER, in the conduct of a Dietetic Internship Program.

**OBJECTIVES**

The objective of this Affiliation Agreement is for the participants to agree to provide the clinical education necessary among the requirements for registration as a dietitian and to educate personnel at the post-baccalaureate level who can function effectively in a professional environment. In meeting these objectives, each participant should maintain its autonomy and inherent rights.

**STRUCTURE OF CONTRACT**

This document will provide for the UNIVERSITY and the CLINICAL CENTER a basic agreement for the Dietetic Internship Program.

**JOINT RESPONSIBILITIES**

1. The UNIVERSITY and the CLINICAL CENTER will not discriminate on the grounds of race, color, sex, religion, national origin, marital status, age, handicap, or veteran status in the admission of qualified students to any affiliated program, or in the provision of instruction or use of facilities, or in the part-time employment, where applicable, of the students during training.
2. The number of students, their program of education within the CLINICAL CENTER, and the scheduling of their education at the CLINICAL CENTER will be determined by mutual agreement between the CLINICAL CENTER and the UNIVERSITY.
3. A copy of any printed rules and regulations and a calendar for both UNIVERSITY and CLINICAL CENTER activities should be made available to both participants.
4. The dismissal of a student for academic or disciplinary reasons will be the responsibility of the UNIVERSITY, but the CLINICAL CENTER maintains the right to remove a student from the clinical education portion of the program if a student's behavior should be violative of existing rules and regulations of the CLINICAL CENTER in such matters as procedures, policies, conduct, manner of dress, patient contact, and in such other respects as the CLINICAL CENTER may require to prevent interference with its proper operation. Both the UNIVERSITY and the CLINICAL CENTER should determine jointly when and if a student, who has been removed from the clinical phase of the program, should be permitted to return to the clinical phase.

## **RESPONSIBILITIES OF THE UNIVERSITY**

1. The UNIVERSITY shall have control over all phases of the administration of the program, curriculum content, evaluation, faculty appointments, admission requirements, promotion and graduation and such other matters as are internal to the UNIVERSITY. The UNIVERSITY will maintain the necessary records of the students.
2. The philosophy of the program will be determined by the UNIVERSITY.
3. The UNIVERSITY will assign students to the CLINICAL CENTER for their clinical education in accordance with the UNIVERSITY calendar and the agreement reached on the capacity of the CLINICAL CENTER to accommodate students for the necessary experience.
4. The UNIVERSITY will provide an individual who will serve as liaison between the UNIVERSITY and the CLINICAL CENTER. The Program Supervisor of the Dietetic Internship Program in Dietetics is designated as the liaison.
5. The UNIVERSITY will accord privileges to the clinical staff appropriate to their role in the program.
6. The UNIVERSITY warrants that it carries professional liability insurance, with single limits of at least \$1,000,000 per occurrence, to protect itself and its participating students and faculty members from the consequence of negligence, malpractice, error, or mistake in the rendering or failure to render of any professional service by said students or faculty members, with respect to this educational clinical experience program in the CLINICAL CENTER.
7. The UNIVERSITY shall assure that students and faculty members adhere to the rules and regulations of the CLINICAL CENTER, including those which pertain to patient confidentiality.
8. The UNIVERSITY will provide evidence of current immunizations against diphtheria, tetanus, poliomyelitis, measles (rubeola), mumps, rubella, varicella (or lab positive titers), and of hepatitis B immunity or disclaimer. School will require yearly TST (Tuberculin Skin Test) or follow-up as recommended if the students are TST positive or have had BCG. Annual flu immunization documentation or masking during flu season per hospital policy.
9. **LICENSING AND PERMITTING.** If the UNIVERSITY or any of its students, is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services required to participate in the Program which is the subject of this Contract, the UNIVERSITY shall provide to the CLINICAL CENTER a copy of its or the students current licenses and permits required for the student to participate in the Program, which licenses and permits shall be in good standing, and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract, and the student's participation in the Program. The UNIVERSITY shall notify the CLINICAL CENTER immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of any licenses or permit held by the UNIVERSITY, or its students in the Program.

## **RESPONSIBILITIES OF THE CLINICAL CENTER**

1. The CLINICAL CENTER will make appropriate facilities available to the UNIVERSITY and will assist the latter in performance of the program.

2. The CLINICAL CENTER shall provide clinical supervision of the students by qualified personnel who meet the standards of recognized professional accrediting agencies or state agencies and the stated objectives of the educational program.
3. The CLINICAL CENTER shall provide emergency health services to the students during the hours of clinical assignment at the student's own expense.
4. The CLINICAL CENTER will participate in planning and evaluation of students and will maintain the records and reports required by the UNIVERSITY for conducting the educational program.
5. If students are employed by the CLINICAL CENTER while in the program, all legal responsibility for acts of the student will be assumed by the CLINICAL CENTER during the tenure of employment.
6. The CLINICAL CENTER warrants that it carries professional liability insurance, with single limits of at least \$1,000,000 per occurrence, to protect itself and its personnel (including those who may also have clinical appointments at the UNIVERSITY from the consequences of negligence, malpractice, error, or mistake in the rendering or failure to render of any professional service, which includes the program covered by this contract.

### MISCELLANEOUS

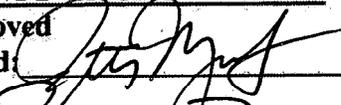
1. The student is responsible for any personal health and travel insurance.
2. Modification of the agreement can be effected by mutual consent of both parties but need not necessarily be revised annually. Further, the agreement may be dissolved by written notice given not less than 90 days prior to the commencement of regularly scheduled experience by either party, or at any time by mutual consent.
3. Any provisions not included herein are to be subject to annual agreement between the Department of Health, Nutrition and Exercise Sciences for the UNIVERSITY and the appropriate administrative official of the CLINICAL CENTER.
4. TERMINATION. This Contract may be terminated as follows:
  - A. If the UNIVERSITY or any of its students in the Program, are required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by CLINICAL CENTER in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the such license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.
  - B. If, through any cause, either party fails to fulfill in timely and proper manner its obligations under this Contract, or violates any of the covenants, agreements, or stipulations of this Contract, the other party thereupon has the right to terminate this Contract by giving written notice to the breaching party of such termination and of the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the breaching party that may be property of the terminating party shall be forthwith delivered to the terminating party.
  - C. Either party to this Contract may terminate this Contract for convenience upon 90 days' written notice.
5. CONFIDENTIALITY. Neither party shall divulge or release any information, documents, reports, or recommendations received, developed or obtained in connection with the performance of this Contract, during the term of this Contract, or after its termination, except to authorized personnel of the other party; or upon prior written approval of the other party. This provision shall survive termination of this Contract.

6. INTEGRATION CLAUSE. This Contract, and any Exhibits attached hereto, constitute the entire agreement between the parties.

The term of this agreement shall commence the 1<sup>st</sup> day of March, 2016 and shall continue for a period of one years.

COUNTY OF GLOUCESTER

Approved

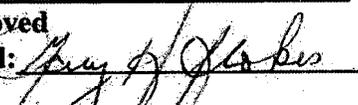
Signed: 

Title: Purchasing Director

Date: 3-7-16

UNIVERSITY OF DELAWARE

Approved

Signed: 

Title: Gary H. Stokes, ARM, AMIM  
Director, Risk Management

Date: 2/29/16

Signed: Andrea Lombardi

Title: Principal Purchasing Assistant

Date: 3/7/16