

## AFFILIATION AGREEMENT

(Students under supervision of XXX)

AGREEMENT made this first day of MONTH, YEAR by and between XXX,, hereinafter called the Agency, and WAYNE STATE UNIVERSITY, College of Liberal Arts and Sciences, Detroit, Michigan, hereinafter called the University.

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 education at the Agency of students enrolled in the University's Coordinated Dietetics Program.

### IT IS THEREFORE AGREED AS FOLLOWS:

1. Education Program. The University shall, in consultation with representatives of the Agency, plan and administer the education program for its students at the Agency and shall assume the following responsibilities.
  - A. The University shall provide the Agency with its overall plan for the use of supervised practice facilities at least two months prior to the commencement of the academic year. The plan shall include details of the University's educational program at the Agency, including the objectives, approximate number of students for each term, dates, times, and levels of each student's academic preparation. The University shall modify its educational program as necessary to accommodate the reasonable requirements of the agency.
  - B. The University will provide the names of students as soon as possible after registration for each semester, but in no event later than one week before the beginning of the supervised practice experience program at the Agency.
  - C. The University agrees to provide pre-supervised practice instruction to each student, in accordance with standards mutually agreeable to the University and the Agency, and to present for supervised practice experience at the Agency only those students who have satisfactorily completed the pre-supervised practice instructional program.
  - D. The University shall instruct all of its students assigned to the Agency with regards to compliance with all rules, regulations, policies and procedures of the Agency, including but not limited to those relating to the confidentiality of the patient and Agency records and information, and to the responsibility and authority of the medical, nursing, and administrative staff of the Agency over patient care and Agency administration. The University shall instruct all of its students that Agency identification badges must be worn at all times students are in the Agency. Failure to abide by the Agency rules, regulations, and procedures is reasonable grounds for removing a student from the program.
  - E. The University shall maintain all medical records and reports relating to the educational program completed by the individual students at the Agency, and the Agency shall have no responsibility respecting the same other than those agreed upon reports from supervised practice preceptors which are necessary to the University's monitoring of student progress. The timing and nature of such reports shall be described in the plan specified in section 1A of this agreement. The Agency shall refer all requests for information respecting such records to the University. The University agrees to comply with all applicable statutes, rules and regulations respecting the maintenance of the release of information from such

- records and to hold harmless, defend, and indemnify the Agency from and against any costs related to or arising from maintenance and release of such records.
- F. The University shall instruct each student to provide the Agency with evidence that the student has passed a physical examination of a scope and within time periods satisfactory to the Agency, and such evidence shall indicate that at the time of the physical examination the student was free from contagious disease as nearly as could be ascertained by such examination. The University shall inform each student of the importance of having in force a policy of health insurance to defray the cost of hospital and medical care of any illness or injury that might be sustained while the student is participating in any supervised practice field work, and also shall inform each student of the substantial monetary liability that the student might incur as a result of failure to have insurance in force.
- G. The University shall have full responsibility for the conduct of any student disciplinary proceedings and shall conduct the same in accordance with all applicable statutes, rules, regulations and case law. The University will defend, indemnify and hold the agency harmless from any and all claims and costs arising out of or related to exercise of this responsibility, including attorney fees.
- H. No provision of this Agreement shall prevent the Agency from refusing to accept any student who has previously been removed from or relieved of responsibilities for cause by the Agency, or who would not be eligible to be employed at the Agency. The Agency shall notify the University in writing of its refusal to accept a student and the basis therefore.
- (i) The Agency may submit a written request to the University for the withdrawal of any student from the program for any reasonable cause, and the University shall immediately comply with such request. The written request from the Agency shall set forth the basis for removal.
- (ii) In the event the University does not agree with the Agency's refusal to accept a student or request for withdrawal of a student, it shall promptly (in any event not later than five working days after receipt of the written notice or request from the Agency) provide the Agency with a written statement setting forth the basis for any such disagreement.
- (iii) The Agency will defend, indemnify and hold the University harmless from any and all claims and costs arising from the Agency's request for the withdrawals of or refusal to accept any student to which the University provided its timely written statement of disagreement, provided that the Agency 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; and further provide that the University shall promptly notify the Agency of any such claim, provide the Agency with an opportunity to defend, and provide the Agency with all reasonable assistance, except financial, in making such defense. No settlement of any such claim as it relates to the University shall be effected without the consent of the Agency.
2. Supervised Practice Program. The Agency shall plan and administer all aspects of supervised practice at the Agency and shall assume the following responsibilities:
- A. The Agency shall provide qualified supervision of University students during their supervised practice experience. Agency supervisory personnel may, in its

discretion, temporarily relieve a student from a specific assignment or require that such student leave an area or department pending a final determination of the future status of the student by the parties.

- B. The Agency shall cooperate with the University in the planning and conduct of the student's supervised practice experience, to the end that the student's supervised practice experience may be appropriate in light of the University's educational objectives.
- C. No provision of this agreement shall prevent any patient/client from requesting not to be a teaching patient/client or prevent any member of the Agency medical staff from designating any patient/client as a nonteaching patient/client.
- D. The Agency shall make available to students the use of its cafeteria, conference rooms, dressing rooms and library as available and as required by the educational program and without charge except for food consumed by the students.
- E. Students may use the emergency and outpatient services of the Agency for the medical care of themselves while they are participating in the educational program at the cost customarily charged to the general public for such services, if applicable at the site.

3. General Provisions. The parties mutually acknowledge and agree as follows:

- A. The University agrees that the 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 the University, and its employees pursuant to this Agreement. The Agency agrees that, except as provided in Section 1-H (iii) hereof, statutory and common law theories and principles on 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 the or its employees pursuant to this Agreement.
- B. The University shall require that each student maintain professional liability insurance with policy limits satisfactory to the Agency and the University.
- C. Each party shall be separately responsible for compliance with all laws, including antidiscrimination laws, which may be applicable to their respective activities under this program.
- D. Students of the University shall not be deemed to be employees of the agency for purposes of compensation, fringe benefits, workers' compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any other purpose, because of their participation in the educational program. Each student is placed with the agency to receive supervised practice experience as part of his or her academic requirements and are performed under supervision. At no time shall students replace or substitute for any employee of the agency. This provision shall not be deemed to prohibit the employment of any such student by the Agency under a separate employment agreement. The University shall notify each student of the contents of the paragraph.
- E. 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 the University and Agency.

- F. 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 Agency and University; without limiting the generality of the foregoing, no rights are intended to be created for any patient, student, parent or guardian of any student, employer or prospective employer of any student.
  - G. In performance of their respective duties and obligations under this Agreement, each party is an independent contractor, and neither is the agent, employee or servant of the other, and each is responsible only for its own conduct.
  - H. The Agency hereby agrees not to discriminate against any of its employees or applicants for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this agreement may be regarded as a material breach of this contract.
  - I. This Agreement constitutes the entire agreement between the parties, and all prior discussions, agreements and understandings, whether verbal or in writing, are hereby merged into this agreement.
4. Term of Agreement. This Agreement shall become effective as of **MONTH, DAY, YEAR** and shall continue thereafter until terminated by either party upon forty-five (45) days' written notice of termination; provided, however, that students then receiving instruction in any program shall be given an opportunity to complete the full program during that instructional period.
5. Notice. Any notice under this agreement shall be directed to:

Agency Contact: **SITE INFO HERE**

University Contact: Mary Width, M.S., R.D.  
Wayne State University  
Nutrition and Food Science Dept.  
3009 Science Hall  
Detroit, MI 48202

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

UNIVERSITY

AGENCY

\_\_\_\_\_  
BY Margaret E. Winters

\_\_\_\_\_  
BY

Provost & Senior Vice President for Academic Affairs

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

\_\_\_\_\_  
BY Pamela R. Galloway

\_\_\_\_\_  
BY

Assistant General Counsel

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

SAMPLE