

Affiliation Agreement

This AFFILIATION AGREEMENT (“Agreement”) is made and entered into as of the _____ day of _____, 2021 between Keith & Associates, Inc. an Oklahoma corporation, having a principal place of business 115 W. 3rd Street, Tulsa, Oklahoma 74103 (“Keith”) and _____ having a principal place of business at _____ (“Affiliated Facility”).
(street) (city) (state) (zip)

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 Keith Interns enrolled in the Keith and Associates Distance Dietetic Internship (KADDI). This Affiliation Agreement will establish a cooperative relationship between Keith 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 KADDI program in a safe and responsible manner.

TERMS

THEREFORE, in consideration of the mutual promises and agreements contained in this Affiliation Agreement, Keith 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 Keith 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, ethnicity, sex, age, religion, pregnancy, sexual orientation, gender identity, genetic information, disability, national origin or status as a U.S. Veteran pertaining to any experiences during the Dietetic Internship.
- c. Keith 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. Keith faculty and the staff of the Affiliated Facility agree to maintain communication, 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 Keith and 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. Interns are not employees of either Keith and Associates Inc. 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.
- g. 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 Keith and the Affiliated Facility.
- h. If the Affiliated Facility is a HIPAA Covered Entity pursuant to HIPAA regulations, the Keith 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.
- i. If the Affiliated Facility is a HIPAA Covered Entity, it is agreed that Keith is not a "Business Associate" of the Affiliated Facility as that term is defined by HIPAA and its accompanying regulations. Neither Keith 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 Keith and Associates Distance Dietetic Internship program is considered part of "health care operations" under HIPAA Regulations, 45 CFR §164.501.
- j. 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 KEITH FACULTY

- a. Keith 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. Keith faculty will 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, Keith faculty shall notify the Affiliated Facility and decisions may be made that prevent the Intern from direct patient/client/employee access.
- c. Keith 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 Keith and Associates Distance Dietetic Internship 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 Keith 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. Keith 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 Keith 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, Keith 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 an 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 Keith faculty using the forms described in II.d.
- 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 if it has an 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 Keith, 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 Keith and Associates Distance Dietetic Internship program.



IV. **EFFECTIVE DATE, MODIFICATION, AND TERMINATION**

- a. This agreement shall be effective _____ for a term of one (1) year and will automatically renew for consecutive one year terms unless earlier 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 Oklahoma, which shall be the forum for any lawsuits arising from and incident to this Affiliation Agreement.
- b. The Affiliated Facility agrees that Keith may use the name and location of its facility in informational materials and posted on the Keith and Associates Distance Dietetic Internship website in order to provide information regarding potential precepting locations to prospective applicants.
- c. The contact persons for any notices required by this Affiliation Agreement are as follows:

For Keith: Patti Landers (918) 585-3045

For Affiliated Facility: _____

IN WITNESS WHEREOF, the authorized representatives of Keith and the Affiliated Facility have caused this Affiliation Agreement to be executed on the date listed with the representative's signature.

Affiliated Facility: _____

Signature: _____

Printed Name: _____

Title: _____

Keith and Associates Distance Dietetic Internship

Signature: _____

Sandra Keith

President

Date: _____

