



DIETETICS PROGRAMS AFFILIATION AGREEMENT

THIS DIETETICS PROGRAMS AFFILIATION AGREEMENT (the "Agreement") is made and entered into as of 5/15/2021 ("Effective Date") between Utah State University ("University"), having an office at 1445 Old Main Hill, Logan, UT 84322 and Broken Arrow School District ("Facility"). University and Facility each may be referred to herein as a "Party" or collectively as the "Parties."

WHEREAS, the purpose of this Agreement is to guide and direct the Parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality learning experiences for University's students studying dietetics.

WHEREAS, neither Party intends for this Agreement to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Responsibilities of University.

1.1. Student Preparation. The University will use reasonable efforts to prepare students selected for participation ("Participants") in the experiential learning program at the Facility ("Program").

1.2. Education Responsibility. The University will retain general responsibility for the education of Participants. The University will provide the Facility with current copies of curriculum objectives and course descriptions associated with the Program. The University will maintain applicable academic accreditation(s) during the Term. If requested by the Facility, the University will provide credentials and contact information of faculty associated with the Program.

1.3. Confidentiality. The University will advise all Participants assigned to the Facility regarding the confidentiality of Facility's records and/or information. The University will also advise all Participants that confidentiality duties are ongoing.

1.4. Compliance. The University will advise Participants that they are required to comply with Facility dress codes, rules, regulations, policies, and procedures.

1.5. Performance Evaluations. The University will provide instruction and resources to the Facility's staff with respect to the performance evaluation of all Participants.

1.6. Insurance. The University carries insurance through the State Risk Manager of the State of Utah up to the limits required by the State Risk Manager and applicable law. Nothing in the Agreement shall require the University to carry different or additional insurance, and any obligations of the University contained in the Agreement to name a party as additional insured shall be limited to naming such party as additional insured with respect to University's negligent acts or omissions. The University warrants that its insurance provides: general liability insurance with limits of \$1,000,000 per occurrence and \$3,000,000 general aggregate; and professional liability insurance for Participants with limits of \$1,000,000 per occurrence and \$3,000,000



aggregate. If requested by the Facility, the University will provide the Facility with a certificate of such insurance.

2. Responsibilities of Facility.

2.1. **Learning Environment.** The Facility has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur for Participants. Therefore, the Facility will provide Participants with access to appropriate resources for Participant education including: a) access to students at the Facility in an appropriately supervised environment, in which the Participants can complete the University's curriculum; b) Participant security badges or other required security access to nutrition services and student areas as applicable; c) access and required training for Participants in the proper use of computer programs as applicable; d) computer access; e) some secure storage space for personal items of student when at the Facility; and f) access to a private break room, if necessary.

2.2. **Responsible for Students.** The Facility will retain full responsibility for care of its students and will maintain administrative and professional supervision of Participants insofar as their presence and Program assignments affect the operation of the Facility and its care, direct and indirect, of students. The responsibility of the Facility for students should not diminish or preclude opportunities for Participants to undertake educational opportunities under appropriate supervision.

2.3. **Performance Evaluations.** The Facility will assist the University in the evaluation of the learning and performance of Participants by completing and returning in a timely manner using University-provided evaluation forms.

2.4. **Orientation.** The Facility will provide for the orientation of Participants as to the Facility's rules, regulations, procedures, and policies of the Facility along with any other of Facility's expectations for the Participants.

2.5. **Supervision.** The Facility will provide qualified and competent staff members in adequate number for the instruction and supervision of Participants.

2.6. **Emergency Care.** In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e. needle stick) while at the Facility, the Facility will (a) notify the University of such an event and (b) provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that Facility does not have the resources to provide such emergency care, Facility will refer such Participants to the nearest emergency facility. The student will be responsible for any charges thus generated.

2.7. **Student Records.** Facility, its employees, agents and representatives shall maintain in confidence student files and personal information and limit access to only those Facility employees or agents with a need to know. The Facility agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), to the same extent as such laws and regulations apply to the University. For the purposes of this Agreement, pursuant to FERPA, University hereby designates Facility as a school official with a legitimate educational interest in



the educational records of the student(s) who participate in the Program to the extent that access to the records is required by Facility to carry out the Program.

2.8. Liability Insurance. If requested by the University, the Facility will provide proof that it maintains liability insurance in commercially reasonable amounts.

2.9. Claims. The Facility will provide written notification to the University promptly if a claim arises involving a student.

2.10. Incidents. The Facility will resolve any situation in favor of its students' welfare. When an incident or problem occurs involving a Participant, the Facility may restrict or remove the Participant from the situation or restrict such Participant to the role of observer until the incident can be resolved by the Facility. The Facility will notify the University's representative if such an action is required.

3. Mutual Responsibilities.

3.1. Collaboration. The Parties will work together to maintain a high-quality educational environment where student needs are paramount. At the request of either Party, a meeting or conference will promptly be held by the Parties' respective coordinators, as set forth below, to resolve any problems or develop any improvements in the operation of the internship.

University-

Name: Dietetic Internship Director

Phone Number: 435-497-4230

Email: dietetic.internship@usu.edu

Facility-

Name: Emily McNally

Phone Number: [REDACTED]

Email: epeterson@baschools.org

The contact person within the organization may be changed from time to time as needed by providing the other Party with written notice of the change.

3.2. Background Checks, Immunizations, and Other Requirements. If applicable, the Facility shall notify the University of any required criminal background checks, immunizations, drug tests, or any other requirements (i.e. CPR training, fingerprints, food handler permit, physical exam, etc.). When so informed, the University will inform and assist Participants in obtaining the requirements. Unless provided by the Facility, the costs associated with any such requirement will be paid by the student.

3.3. Student Removal. The Facility may request the removal of any student whom the Facility determines is not performing in accordance with its applicable administrative policies, procedures, rules, and/or regulations. Such request must be in writing and must include a statement of the reason or reasons why the Facility desires to have the student removed. The student must be afforded by the University an opportunity to respond in writing to the statements. However, Facility may immediately remove from the premises any student who poses an immediate threat or danger to personnel or to the quality of medical services, or for unprofessional behavior. The Facility will notify the appropriate office of the University if such an action is required. The University may terminate a student's participation when, in its sole discretion, further participation by the student would no longer be appropriate. The University will notify the Facility if such action is required.



3.4. **Expenses.** Expenses incurred for normal activities in accordance with this Agreement shall be covered by the Party incurring the cost, except when otherwise prearranged in writing.

3.5. **Non-Discrimination.** Neither University nor Facility will discriminate in any way based on race, color, religion, sex, national origin, age, genetic information, sexual orientation or gender identity/expression, disability, status as a protected veteran, or any other status protected by local, state, or federal law.

3.6. **Compliance with the Law.** The University and Facility shall comply with all applicable federal and state laws, including FERPA and the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and rules and regulations promulgated thereunder.

4. Term and Termination. This Agreement will commence as of the Effective Date and will continue for five (5) years or until terminated. This Agreement may be terminated at any time and for any reason by either Party upon not less than ninety (90) days prior written notice to the other Party. Should notice of termination be given under this Section, Participants scheduled with Facility prior to the termination date will be permitted to complete any previously scheduled Program at Facility.

5. Employment Disclaimer. Participation in the Program will not afford Participants status as employees or agents of the Facility or University for any purpose. The Parties agree that Participants will not be entitled to receive any compensation or employment benefits from Facility, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. Facility will not be required to purchase any form of insurance for the benefit or protection of any student of the University. The Parties agree that in compliance with HIPAA, if an student has access to protected health information of the Facility, then such student shall be considered a member of the Facility's "workforce" as that term is defined by 45 CFR 160.103.

6. Liability. Each Party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by such Party or its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said Party under this Agreement. Neither Party shall be liable for any special, consequential, lost profit, expectation, punitive or other indirect damages in connection with any claim arising out of or relating to this Agreement, whether grounded in tort (including negligence), strict liability, contract, or otherwise.

7. Miscellaneous

7.1. **Choice of Law and Venue.** The Agreement will be governed by the laws of the State of Utah, without regard to conflicts of laws principles. Venue for any lawsuits, claims, or other proceedings between the Parties relating to or arising under the Agreement shall be exclusively in the State of Utah.

7.2. **Government Records and Management Act.** Facility acknowledges that University is a governmental entity subject to the Utah Government Records Access and



Management Act, Utah Code section 63G-2-101 et seq., as amended ("GRAMA"); that certain records within University's possession or control, including without limitation, the Agreement (but not including (i) proprietary software or (ii) materials to which access is limited by the laws of copyright or patent), may be subject to public disclosure; and that University's confidentiality obligations shall be subject in all respects to compliance with GRAMA. Pursuant to Section 63G-2-309 of GRAMA, any confidential information provided to University that Facility believes should be protected from disclosure must be accompanied by a written claim of confidentiality mid a concise statement of reasons supporting such claim. Notwithstanding any provision to the contrary in the Agreement, University may disclose any information or record to the extent required by GRAMA or otherwise required by law, and to University's employees, attorneys, accountants, consultants and other representatives on a need to know basis; provided, that such representatives shall be subject to confidentiality obligations no less restrictive than those set forth in the Agreement.

7.3. Governmental Immunity. Facility further acknowledges that University is a governmental entity under the Governmental Immunity Act of Utah, Utah Code section 63G-7-101 et seq., as amended (the "Act"). Nothing in the Agreement shall be construed as a waiver by University of any protections, rights, or defenses applicable to University under 1the Act, including without limitation, the provisions of Section 63G-7-604 regarding limitation of judgments. It is not the intent of University to incur by contract any liability for the operations, acts, or omissions of Facility or any third party and nothing in the Agreement shall be so interpreted or construed. Without limiting the generality of the foregoing, and notwithstanding any provisions to the contrary in the Agreement, any indemnity obligations of University contained in the Agreement are subject to the Act and are further limited only to claims that arise directly and solely from the negligent acts or omissions of University. Any limitation or exclusion of liability or remedies in the Agreement for any damages other than special, indirect or consequential damages, shall be void and unenforceable.

7.4. Notice. Any payment, notice, or other communication required or permitted to be given to either party hereto shall be in writing and shall be deemed to have been properly given and effective: (a) on the date of delivery if delivered in person during recipient's normal business hours; or (b) on the date of attempted delivery if delivered by courier, express mail service or first-class mail, registered or certified. Such notice shall be sent or delivered to the respective addresses listed below (which addresses may be updated by providing written notice to the other Party, as needed):

University-

Utah State University Dietetic Internship
920 W. LevoY Dr.
Taylorsville, UT 84123
email: dietetic.internship@usu.edu

Facility-

Broken Arrow School District
701 S. Main St.
Broken Arrow, OK 74012
email: epeterson@baschools.org

7.5. Assignment. Neither party may assign, transfer, or otherwise dispose of its rights, interests, or duties hereunder, in whole or in part, to any third party without prior written approval from the other Party.



7.6. Relationship of Parties. In assuming and performing the obligations of this Agreement, the Parties are each acting as independent parties, and neither shall be considered or represent itself as a joint venture, partner, agent or employee of the other.

7.7. Amendment and Supplement. Any amendment and/or supplement of this Agreement shall come into force only after a written agreement is signed by both Parties. The amendment and supplement duly executed by both Parties shall be part of this Agreement and shall have the same legal effect as this Agreement.

7.8. Merger. This Agreement embodies the entire understanding of the Parties and supersedes all previous communications, representations, or understandings, either oral or written, between the Parties relating to the subject matter thereof.

7.9. Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement shall be determined to be invalid or unenforceable under any controlling body of the law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining provisions herein.

IN WITNESS THEREOF the Parties have caused this Agreement to be duly executed on their behalf by a duly authorized representative as of the Effective Date set forth above.

UTAH STATE UNIVERSITY

FACILITY

By: _____
Print Name: Lacie Peterson
Title: Dietetic Internship Director
Date: _____

By: _____
Print Name:
Title:
Date: _____