

## **PRIORITY NUTRITION CARE LLC**

### **AFFILIATION AGREEMENT**

This Agreement is entered into by and between **PRIORITY NUTRITION CARE LLC**, located in Hingham, MA ("**THE SPONSOR**"), which provides a program of supervised practice in the area of Nutrition and Dietetics ("**THE INTERNSHIP PROGRAM**") and located in City, State ("**THE AFFILIATED INSTITUTION**"). **THE SPONSOR and AFFILIATED INSTITUTION** hereby agree as follows:

#### **1. PURPOSE.**

The purpose of this Agreement is to allow DIETETIC INTERNS from THE INTERNSHIP PROGRAM to use the facilities of THE AFFILIATED INSTITUTION to integrate theory learned in their didactic programs with practice and to develop abilities and skills through planned and supervised experience (supervised practice). It is agreed by the parties that a program of supervised experiential education (the "Program") shall be conducted for DIETETIC INTERNS of THE INTERNSHIP PROGRAM under the following terms and conditions:

#### **2. AFFILIATED INSTITUTION OBLIGATIONS:**

- 2.1 Provide a liaison person who shall be responsible for coordinating the supervised experience with designated representatives of THE INTERNSHIP PROGRAM.
- 2.2 Retain responsibility for information given to the DIETETIC INTERNS.
- 2.3 Arrange to provide emergency health care for DIETETIC INTERNS for any illness or injury while on the AFFILIATED INSTITUTION'S premises at the closest emergency room (if necessary) and, only with the Intern's consent, notify the Program of any care given to the Intern. Costs incurred shall be responsibility of the DIETETIC INTERN.

2.4 Consult with THE INTERNSHIP PROGRAM in the event a DIETETIC INTERN's behavior or skills indicate a problem. THE AFFILIATED INSTITUTION reserves the right to require that a DIETETIC INTERN be terminated from assignment for cause at THE AFFILIATED INSTITUTION. Moreover, THE AFFILIATED INSTITUTION reserves the right to require any DIETETIC INTERN to immediately leave THE AFFILIATED INSTITUTION's premises if THE AFFILIATED INSTITUTION determines in its discretion that the continued presence of such DIETETIC INTERN on THE AFFILIATED INSTITUTION's premises threatens patients, residents, clients, staff, visitors or the policies of THE AFFILIATED INSTITUTION. THE AFFILIATED INSTITUTION will immediately notify THE INTERNSHIP PROGRAM of such an occurrence.

2.5 Reserve the right to limit the number of DIETETIC INTERNS accepted for experience in a specific area. The number of DIETETIC INTERNS who can be accepted for the Program for any given period of time shall be determined by THE AFFILIATED INSTITUTION and will be dependent upon its philosophy, available space, DIETETIC INTERN or client population, and qualified staff. The experience period will be the amount of time agreed upon in advance by THE INTERNSHIP PROGRAM and THE AFFILIATED INSTITUTION.

2.6 Provide an orientation to the DIETETIC INTERN(S) assigned to THE AFFILIATED INSTITUTION, including instruction on the relevant policies and procedures of THE AFFILIATED INSTITUTION, including the department to which the DIETETIC INTERN is assigned. THE AFFILIATED INSTITUTION further agrees to provide the same information, training, and protection to the DIETETIC INTERNS in matters of health and safety as it provides to its employees in compliance with the standards set by the Occupational Safety and Health Administration (OSHA) and applicable law.

2.7 THE AFFILIATED INSTITUTION shall not offer full-time employment to any DIETETIC INTERN currently enrolled in THE INTERNSHIP PROGRAM pursuant to this Agreement if such employment would materially interfere with or terminate the DIETETIC INTERN's enrollment in THE INTERNSHIP PROGRAM unless consented to by THE INTERNSHIP PROGRAM in writing, which consent shall not be unreasonably withheld.

2.8 Give the DIETETIC INTERNS appropriate and timely evaluation and feedback concerning their achievement, and provide THE INTERNSHIP PROGRAM with timely reports of such evaluations, typically at the midpoint and end of a rotation or at the end of a rotation.

2.9 Carry and maintain Professional Liability Insurance in an amount of at least \$1,000,000 per occurrence and at least \$3,000,000 aggregate, covering the services to be rendered by Preceptors under this agreement.

### **3. PRIORITY NUTRITION CARE'S OBLIGATIONS:**

3.1 Be fully approved/licensed or accredited and, upon request, to submit proof to THE AFFILIATED INSTITUTION of said accreditation, and to maintain this accreditation throughout the term of the Agreement.

3.2 Assign DIETETIC INTERNS to THE AFFILIATED INSTITUTION who have been adequately prepared for a rotation in the assigned area. THE INTERNSHIP PROGRAM shall inform THE AFFILIATED INSTITUTION of the level of training the DIETETIC INTERNS have received prior to this placement.

3.3 Furnish THE AFFILIATED INSTITUTION with current information about its curriculum, competencies (CRDs) and learning activities prior to the start of each DIETETIC INTERN's supervised practice experience.

3.4 Assign DIETETIC INTERNS to THE AFFILIATED INSTITUTION who have been instructed to act in a professional manner and to conform to the rules and regulations of THE AFFILIATED INSTITUTION, and who have agreed to do so.

3.5 Require its DIETETIC INTERNS to maintain professional liability insurance in an amount of at least \$1,000,000 per occurrence and at least \$3,000,000 aggregate.

3.6 Warrant and represent that each DIETETIC INTERN conforms to the health status standards set forth by THE AFFILIATED INSTITUTION, including all immunizations required by THE AFFILIATED INSTITUTION and which health status standards have been provided to THE SPONSOR in advance of each DIETETIC INTERN's rotation at THE AFFILIATED INSTITUTION.

3.7 Notify the liaison person at THE AFFILIATED INSTITUTION of any known communicable disease contracted by a DIETETIC INTERN up to three (3) weeks after the supervised practice experience has ended.

3.8 Inform DIETETIC INTERNS of THE AFFILIATED INSTITUTION's confidentiality and privacy requirements.

3.8.1 Instruct each DIETETIC INTERN to respect and preserve the confidential nature of THE AFFILIATED INSTITUTION's confidential or proprietary information that is not known to the public. THE INTERNSHIP PROGRAM will not conduct or make any formal or informal survey, research, inquiry or other study relating in any way to THE AFFILIATED INSTITUTION, its patients, its clients, its staff or its programs without first obtaining review by and written approval of THE AFFILIATED INSTITUTION. No records of THE AFFILIATED INSTITUTION, including but not limited to patient, financial, or other proprietary business records, shall be removed from the premises by any DIETETIC INTERN under any circumstances. All such records shall be and remain the sole property of THE AFFILIATED INSTITUTION.

3.9 Recognize, where applicable, that THE AFFILIATED INSTITUTION, as a covered entity (as defined in the HIPAA Regulations), must comply with the regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended from time to time, and as promulgated at any time during the term of this Agreement (collectively, the "HIPAA Regulations"), with respect to the privacy and security of "protected health information" (as defined in the HIPAA Regulations) created, transmitted, maintained or received by THE AFFILIATED INSTITUTION ("PHI"). THE INTERNSHIP PROGRAM agrees to assist THE AFFILIATED INSTITUTION to comply with, and will ensure that the DIETETIC INTERN comply with and assist THE AFFILIATED INSTITUTION to comply with, the HIPAA Regulations in connection with the performance of its/their obligations under this Agreement. THE INTERNSHIP PROGRAM shall ensure that the DIETETIC INTERN use appropriate safeguards to

prevent use or disclosure of PHI except as authorized hereunder, and to notify THE AFFILIATED INSTITUTION of any such unauthorized use or disclosure promptly upon becoming aware thereof. THE INTERNSHIP PROGRAM shall ensure that each DIETETIC INTERN agrees to abide by all policies and procedures implemented by THE AFFILIATED INSTITUTION to ensure its compliance with the HIPAA Regulations, and that each DIETETIC INTERN complies with THE AFFILIATED INSTITUTION and THE AFFILIATED INSTITUTION's medical staff policies and procedures regarding patient privacy and confidentiality.

3.10 Withdraw any DIETETIC INTERN from the Program whose progress, achievement or adjustment does not appear to justify his/her continuing with the Program. Wherever possible, such withdrawal shall be planned cooperatively by THE INTERNSHIP PROGRAM and THE AFFILIATED INSTITUTION.

3.11 Inform DIETETIC INTERNS of THE AFFILIATED INSTITUTION's policy that DIETETIC INTERNS wear identification badges as requested by THE AFFILIATED INSTITUTION. To instruct the DIETETIC INTERNS in regard to proper dress code expected of them by THE AFFILIATED INSTITUTION.

3.12 Limit use of the name of THE AFFILIATED INSTITUTION to brochures and publications that list affiliations of THE INTERNSHIP PROGRAM when describing THE INTERNSHIP PROGRAM's programs, and to obtain prior written consent for all other written references to THE AFFILIATED INSTITUTION.

3.13 Provide a liaison person who shall be responsible for coordinating the supervised experience with designated representatives of THE AFFILIATED INSTITUTION.

3.14 Inform DIETETIC INTERNS that they shall at all times abide by the policies and procedures established and communicated by THE AFFILIATED INSTITUTION.

3.15 Warrant and represent that each DIETETIC INTERN has current health insurance coverage, which shall remain in effect throughout their assignment to THE AFFILIATED INSTITUTION.

3.16 Ensure that each Dietetic Intern complies with AFFILIATED INSTITUTION's requirements for immunizations, tests, and required education including but not limited to: (a) an annual health examination, (b) Proof of TB skin test (Mantoux) within previous 12 months, repeated annually, If known skin test positive, baseline chest x-ray, annual symptom screen and repeat CXR if annual symptom review is positive. (c) Proof of immunization or immune titers to Rubella, Rubella and Varicella, (d) proof of Tetanus, Diptheria, and Acellular Pertussis (Tdap) immunization, (e) proof of Hepatitis B vaccine, and (f) proof of annual Influenza vaccination, or declination statement for (b)-(f).

3.17 Represent and covenant that it will comply with all applicable federal and state statutes and regulations, and THE AFFILIATED INSTITUTION's commitment to conduct its business in compliance with THE AFFILIATED INSTITUTION's ethical standards and business policies, as communicated to THE INTERNSHIP PROGRAM by THE AFFILIATED INSTITUTION.

3.18 Perform a criminal background check and drug and substance screen of each DIETETIC INTERN assigned to THE AFFILIATED INSTITUTION and review the results of said background check and screen prior the start of the DIETETIC INTERN's Program.

#### **4. JOINT OBLIGATIONS. Both THE INTERNSHIP PROGRAM and THE AFFILIATED INSTITUTION**

**agree as follows:**

4.1 This Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, association or joint venture between THE SPONSOR, THE INTERNSHIP PROGRAM, THE AFFILIATED INSTITUTION and the DIETETIC INTERN, but is rather an Agreement by, and between, independent contractors. THE INTERNSHIP PROGRAM and its DIETETIC INTERNS shall not be entitled to reimbursement of any kind or nature for any services provided to employees of THE AFFILIATED INSTITUTION.

4.2 The DIETETIC INTERNS of THE INTERNSHIP PROGRAM are not employees of THE AFFILIATED INSTITUTION. They are not eligible for Worker's Compensation in case of any injury, and shall not be compensated by THE AFFILIATED INSTITUTION for their services nor shall they be eligible for any so-called employee benefits provided by THE AFFILIATED INSTITUTION to its employees.

4.3 The Affiliated Institution and the Internship Program acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act (FERPA) and that student permission generally must be obtained before THE INTERNSHIP PROGRAM may release any specific student data to any other party.

4.4 Not to discriminate unlawfully on the basis of race, sex, color, creed, national origin, sexual orientation, religion, handicap, age or disability.

**5. TERM AND TERMINATION.**

The term (the "Term") of this Agreement shall commence on the signing date of the final signature on page 7 of this Agreement and extend until terminated by either party upon at least thirty (30) days prior written notice, provided that the termination of this Agreement will not impair the completion of the assignment of any DIETETIC INTERN then assigned to THE AFFILIATED INSTITUTION.

**6. NOTICES; CONTACTS.**

All notices permitted or required hereunder may be sent by regular mail, email or by facsimile to the addresses noted below, and the parties shall contact each other to discuss important issues at the telephone numbers listed below.

If to THE SPONSOR:

Priority Nutrition Care LLC

P.O. Box 148

Hingham, MA 02043

[Internship@PriorityNutritionCare.com](mailto:Internship@PriorityNutritionCare.com)

781-264-6877

Attention: Chief Executive Officer

If to THE AFFILIATED INSTITUTION: (Please complete)

**Name of Institution:**

**Address:** Address

**City, State, Zip:** City, State, Zip

**Email:** Amanda.Reilly@k12.sd.us

**Telephone:** Telephone

**Attention:** Amanda Reilly

Either party may change the address for notice by notifying the other party, in writing, of the new address.

## 7. MISCELLANEOUS.

7.1. **Section Headings.** The section headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

7.2. **Governing Law.** This Agreement shall be construed under, and governed in accordance with, the laws of the state in which the AFFILIATED INSTITUTION is located. The invalidity or unenforceability of any provision herein shall not affect the validity of enforceability of any other provision.

7.3. **Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party, provided, however, that the Parties may assign this Agreement (and the rights and duties hereunder) to another entity that either controls the assigning Party or is under common control with the assigning Party, or buys all or substantially all of the assets of the assigning Party, without obtaining the prior written consent of the non-assigning Party.

7.4. **Entire Agreement.** This Agreement supersedes all previous contracts or agreements between

the parties with respect to the subject matter hereof, and constitutes the entire agreement between the parties.

7.5 Amendments. This Agreement may be amended only in writing and signed by an authorized representative of each party.

7.6 Invalidity of Particular Provisions. If any term or provision of this Agreement, or any application thereof, to any person or circumstance shall to any extent be invalid or unenforceable the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforceable to the fullest extent by law.

7.7 Execution. This Agreement and any amendments thereto shall be executed in duplicate copies by any official of the parties specifically authorized and each duplicate copy shall be deemed an original but both duplicate originals shall together constitute one and the same instrument.


IN WITNESS WHEREOF, each of the parties has caused its duly appointed representatives to execute this Agreement on its behalf. The individuals who sign this Agreement on behalf of THE AFFILIATED INSTITUTION and THE SPONSOR below are duly authorized to execute this Agreement on behalf of the respective entities.

**THE AFFILIATED INSTITUTION**

\_\_\_\_\_  
By: Amanda Reilly  
Title:

\_\_\_\_\_  
Date

**THE SPONSOR**

  
\_\_\_\_\_  
By: Anne S. Manion MBA, RD, LDN  
Title: Chief Executive Officer

12/10/2020  
Date

