



AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (“Agreement”) is made this _____ day of _____ 20___, by and between **Marywood University**, Scranton, Pennsylvania, a nonprofit, religious and educational organization incorporated under the laws of the Commonwealth of Pennsylvania (the “UNIVERSITY”) and _____ (the “FACILITY”) with a business address of _____.

PURPOSE: The purpose of this Agreement is to provide clinical experience on the premises of the FACILITY for dietetic students of the UNIVERSITY.

The UNIVERSITY agrees:

1. To assign to the COMPANY/PERSON only those students who meet UNIVERSITY’S and COMPANY/PERSON’S standards of maturity, health, fitness and ability.
2. University will assign only student’s whose courses and experiences shall be considered necessary by UNIVERSITY and COMPANY/PERSON for safe and effective practice in the clinical setting at COMPANY/PERSON.
3. To provide as a program director a registered dietitian who shall oversee the assignment, instruction and evaluation of students assigned to the COMPANY/PERSON.
4. To provide the COMPANY/PERSON with the name(s) of the student(s) and guidelines/curricula/forms necessary for the experience prior to the arrival of the student(s) and to notify the COMPANY/PERSON of any change in schedule or assignments as soon as possible.
5. To present evidence that all students assigned to the COMPANY/PERSON carry professional liability insurance which is in effect at the beginning of and at all times during the clinical affiliation.
6. To present evidence that each student has on record a current physical examination, which is acceptable to the COMPANY/PERSON, and require students to maintain adequate health insurance throughout the clinical rotation, proof of which shall be furnished to the Facility upon request.
7. That the COMPANY/PERSON will not be responsible for any financial remuneration to the students, faculty, or program director.

The FACILITY agrees:

1. To provide the students with a general orientation to the philosophy, purposes, and services of the COMPANY/PERSON.
2. That the educational experiences provided by the COMPANY/PERSON will be free of charge to the UNIVERSITY and student(s).

Both parties agree:

1. That the UNIVERSITY and COMPANY/PERSON personnel involved in the program will communicate at least once a month to review and discuss the program.
2. That major changes in the UNIVERSITY'S program or the services of the COMPANY/PERSON, which may affect the student's learning experience, shall be communicated to the other party as soon as possible.
3. That student(s) shall be subject to the rules, regulations, policies, and procedures of the COMPANY/PERSON at all relevant times.
4. That a student shall not under any circumstances place, put or write any patient identifiers in any academic document.
5. Students will not divulge or communicate in any manner any of the patients' health information. At all relevant times, students will protect any and all health information and treat it as strictly confidential.
6. That neither party will discriminate on the basis of race, creed, color, sex, national or ethnic origin or age in reference to this program.

TERM

This Agreement shall be effective from _____ to _____ and thereafter from year-to-year unless terminated by either party in accordance with the provisions herein.

TERMINATION

Termination for Convenience. Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least ninety (90) days' prior written notice.

Termination for Breach. Notwithstanding the ninety (90) day notice provision, either party may terminate this Agreement, at any time, if the other party materially breaches this Agreement or fails to meet the requirements of The Joint Commission or credentialing agency but only if such failure shall have continued for a period of ten (10) days after receipt of written notice of the breach by the other party. In the event of termination, the parties shall cooperate and use their best efforts to avoid any disruption in patient care and make all reasonable efforts to allow students to complete clinical experiences in progress.

Involuntary Termination. This Agreement terminates immediately if a party's license or permit to operate expires or is revoked, repealed, suspended or placed on probation by Medicaid, Medicare or any other governmental or accrediting agency.

INDEMNIFICATION

Marywood hereby indemnifies and holds Facility harmless from and against liability, losses, damages, claims, causes of action, costs or expenses (including reasonable attorneys' fees) which directly arise out of the negligence or intentional acts or omissions of University, its students, employees or agents.

Facility hereby indemnifies and holds Marywood harmless from and against liability, losses, damages, claims, causes of action, costs or expenses (including reasonable attorneys' fees) which directly arise out of the negligence or intentional acts or omissions of Facility, its employees or agents.

MISCELLANEOUS PROVISIONS

(a) **Confidentiality.** Each party agrees not to disclose the other party's confidential information to any person other than employees or Students who have a need to know the information in order to perform their obligations under this agreement.

(b) **Independent Contractor.** The parties agree that their relationship is at all times that of independent contractors, and not that of an employee, partner, agent or joint venturer.

(c) **Advertising.** No party shall use the other's name or logo in any descriptive or promotional literature or communication of any kind without the other's prior written approval.

(d) **Assignment.** Neither party may assign or delegate this Agreement or any interest herein or responsibility hereunder without prior written consent of the other party.

(e) **Waiver.** Failure by either party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provisions nor of the right of that party to enforce each and every provision.

(f) **Severability.** If any provision of this Agreement is as a matter of law unenforceable, then such provision shall be deemed to be deleted and this Agreement shall otherwise remain in full force and effect.

(g) **Entire Agreement.** Both parties agree that this Agreement represents the entire understanding of the parties with respect to the subject matter covered and supersedes and nullifies any previous agreements regarding the subject matter covered between the parties.

(h) **Amendments.** Any additional responsibilities, obligations, or duties undertaken by either party in connection with the performance of this Agreement shall be detailed in writing, must be signed by authorized representatives of both parties, and attached as an addendum to this Agreement.

(i) **Captions.** The captions to the sections in this Agreement are included for convenience only and are not intended to and shall not be deemed to modify or explain any of the terms of this Agreement.

(j) **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to principles of choice of law. Any dispute arising from this agreement shall be instituted only in the Court of Common Pleas of Lackawanna County.

NOTICES

All notices or other communications required or permitted under this Agreement, unless otherwise stated, shall be deemed duly given if in writing and delivered personally or sent by reputable overnight courier service (with package tracking capability) or certified mail, return receipt requested, first-class postage prepaid, addressed as follows:

If to FACILITY: _____

And a copy to: _____

If to Marywood: Micheline Orłowsky, RDN/LDN
 Dietetic Internship Director
 Marywood University
 2300 Adams Avenue
 Scranton, Pennsylvania 18509

And a copy to: Shelby Yeager
 Dean of CHHS
 Marywood University
 2300 Adams Avenue, LAC 200
 Scranton, Pennsylvania 18509

Notices will be deemed given on the date of delivery. Either party may change its notice address by giving the other ten (10) days prior written notice of such change.

IN WITNESS WHEREOF, the parties hereto have caused this Affiliation Agreement to be accepted the day and year first written above.

FACILITY: _____

MARYWOOD UNIVERSITY

By: _____

By: _____

Lisa Lori, J.D.

Print: _____

Title: _____

Title: President

Date: _____

Date: _____