



## Bullitt County Public Schools

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Shepherdsville, Kentucky 40165

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[www.bullittschools.org](http://www.bullittschools.org)

To: Mr. Keith Davis, Superintendent

From: Jennifer Wooley, Director of Human Resources *JW*

Date: February 13, 2018

RE: Item for February Board Agenda

Attached please find an Affiliation Agreement with Wellness Workdays Dietetic Internship, Inc. (WWDI). They would like to place a WWDI intern in Bullitt County Schools for clinical experiences and/or field placements.

Eric Farris reviewed and approved the Agreement. I recommend that we enter into this Agreement as we partner to build strong teachers for our students. Please contact me if you have any questions or concerns.

*OK to Feb.  
B. S. P. W.*



## AFFILIATION AGREEMENT

This Affiliation Agreement is entered into between Wellness Workdays Dietetic Internship, Inc. ("WWDI") located at 21 Fottler Road, Hingham, MA 02043 with the Board of Education of Bullitt County ("Affiliated Facility") located at 1040 Highway 44E, Shepherdsville KY 40165.

### 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 a WWDI intern. This Affiliation Agreement will establish a cooperative relationship between WWDI 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 WWDI Program in a safe and responsible manner.

### TERMS

THEREFORE, in consideration of the mutual promises and agreements contained in this Affiliation Agreement, WWDI 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 WWDI 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, sex, age, religion, sexual orientation, gender identity, disability, national origin or status as a U.S. Veteran pertaining to any experiences during the Dietetic Internship.
- c. WWDI 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. WWDI faculty and the staff of the Affiliated Facility agree to maintain communications, 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 WWDI, the Board, 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. WWDI agrees to indemnify and hold harmless the Affiliated Facility, the Board, 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 WWDI or any of its agents, officers, or employees.
- g. Interns are not employees of either WWDI or the Affiliated Facility and are not entitled to wages, any employee benefits or other compensation from either party.



- h. 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 WWDI and the Affiliated Facility.
- i. In accordance with HIPAA regulations the WWDI 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.
- j. It is agreed that WWDI is not a "Business Associate" of the Affiliated Facility as that term is defined by HIPAA and its accompanying regulations. Neither WWDI 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. WWDI is considered part of "health care operations" under HIPAA Regulations, 45 CFR §164.501.
- k. Either party may require the immediate withdrawal of any Intern from the clinical area whose conduct has a detrimental effect on students or personnel of the Affiliated Facility.

## II. RESPONSIBILITIES OF WWDI FACULTY

- a. WWDI faculty will require the assigned Interns to comply with the rules and regulations that 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 WWDI staff in the amounts of \$1 million individual and \$3 million aggregate using an "A" rated company.
  - v. Professional liability insurance coverage is maintained by the WWDI intern in the amounts of \$1 million individual and \$3 million aggregate using an "A" rated company.
  - vi. Providing documentation of any health screening reports, immunizations, criminal background checks, liability insurance coverage (including a Declaration Page reflecting that the Affiliated Facility has been specifically named an "Additional Insured" on the applicable liability insurance policy) or similar documentation for the WWDI intern as requested by the Affiliated Facility.
- b. The WWDI 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.
- c. WWDI 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 WWDI Intern 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 customer service 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, WWDI and the Intern.
- b. The Affiliated Facility shall maintain full administrative and supervisory responsibility for the quality of care given students and staff 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 students/clients/employees. The Affiliated Facility shall assure that it complies with all legal requirements applicable to its relationship with the intern.
- c. If the Affiliated Facility is in the "for-profit" private sector, then the Affiliated Facility shall comply with the U.S. Department of Labor's (DOL) Guidelines under the Fair Labor Standards Act (FLSA) concerning unpaid interns:
  - (1) The internship, even though it may include actual operation of the facilities of the Affiliated Facility, will be similar to training that would be given in an educational environment;
  - (2) The internship experience will be for the benefit of the intern;
  - (3) The intern will not displace regular employees, but may work under close supervision of existing staff;
  - (4) The Affiliated Facility will derive no immediate advantage from the activities of the intern;
  - (5) The intern will not necessarily be entitled to a job with the Affiliated Facility at the conclusion of the internship; and
  - (6) The Affiliated Facility will confirm that the intern understand that the intern is not entitled to wages for the time spent in the internship.

The DOL guidelines listed above do not apply to an Affiliated Facility that is part of a state or local government agency, a private non-profit food bank, or other non-profit charitable organizations.
- d. 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."
- e. 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 WWDI faculty using the forms described in Section I. c. above.
- f. 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.
- g. In the event of an emergency, or other health care or medical needs, the Intern may be treated in the Affiliated Facility emergency department, if one is available. 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.
- h. Upon reasonable request by WWDI, 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 Dietetic Internship Program.

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

- a. This agreement shall be effective upon approval by the Board of the Affiliated Facility and extend through \_\_\_\_\_[date] unless otherwise terminated by one of the parties. Subsequent annual renewals shall require approval of the Board of the Affiliated Facility.



- 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 Commonwealth of Kentucky, which shall be the exclusive forum for any disputes or lawsuits arising from or incident to this Affiliation Agreement when WWDI is a party to such dispute or lawsuit; however, any disputes between the Affiliated Facility and an intern, or other disputes where WWDI is not a party in interest shall be governed by the law of the state where the Affiliated Facility is located and subject to the local forum in such state.
- b. The contact persons for any notices required by this Affiliation Agreement are as follows:

**For WWDI:**

Wellness Workdays Dietetic  
Internship, Inc.  
Attn: Debra Wein  
21 Fottler Road  
Hingham, MA 02043  
(781) 741 – 5483

**For AFFILIATED FACILITY:**

Board of Education of Bullitt  
County  
Attn: Angela Voyles, School  
Food Service Director  
1040 Hwy 44E  
Shepherdsville KY 40165  
502-869-8000



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

AFFILIATED FACILITY: BOARD OF EDUCATION OF BULLITT COUNTY

\_\_\_\_\_  
Name (Signature)

Date: \_\_\_\_\_

Deborah Atherton, Board Chair  
(Printed Name)

Title

\_\_\_\_\_  
Name (Signature)

Date: \_\_\_\_\_

Dr. Keith Davis, Superintendent  
(Printed Name)

Title

Wellness Workdays Dietetic Internship, Inc.:

\_\_\_\_\_  
Debra Wein MS, RDN, LDN, CWPD  
Wellness Workdays Dietetic Internship, Inc. Program Director

Date: \_\_\_\_\_