

## AGREEMENT FOR DIETETIC INTERNSHIP PROGRAM

This Agreement for Dietetic Internship Program (“Agreement”), is entered into and effective as of April 6, 2020, (the “Effective Date”) by and between St. Cloud Hospital, a Minnesota non-profit organization located in Saint Cloud, Minnesota (“SCH”) and \_\_\_\_\_ (“Intern”).

### RECITALS

- A. SCH has established and conducts the St. Cloud Hospital Dietetic Internship Program (the “Program”) which has candidacy status for Accreditation Council for Education in Nutrition and Dietetics (“ACEND”).
- B. The Intern has determined an Internship in the Program at SCH to be beneficial.
- C. SCH has agreed to support the educational goals and objectives of the Program as defined by SCH in accordance with the ACEND and is willing to make SCH’s and designated facilities’, resources, and teaching staff (“Program Faculty”) available to Program interns pursuant to the terms of this Agreement.
- D. SCH, individually and through its affiliates, has certain facilities available for clinical experiences and desires to provide such facilities for educational purposes in the preparation of Program interns.
- E. Upon execution of this Agreement, including any exhibits, Intern shall be permitted to enter upon the premises of SCH and its affiliate sites in accordance with the provisions of this Agreement.

NOW THEREFORE, in consideration of the mutual agreements set out below, the parties agree as follows:

#### 1. **Term.**

This Agreement will remain in effect for the period of the Program commencing on October 19<sup>th</sup> 2020, and continuing in full force through July 2021 (full time interns) or December 2021 (part time interns), unless earlier terminated pursuant to the terms of this Agreement.

**[Use this paragraph if Full-time]** Intern is expected to complete all Program rotations and requirements during this 38-week period. If circumstances arise such that Intern will require additional time to complete the Program, the Internship Director shall be advised of the circumstances along with a request for an extension. Any extension of time will require approval by the Internship Director. Under no circumstances should the maximum length of time for completion of the Program exceed 57 calendar weeks from the commencement of the Program, including any time Intern was absent.

**[Use this paragraph if part-time]** Intern is expected to complete all Program rotations and requirements during this 60-week period. If circumstances arise such that Intern will require additional time to complete the Program, the Internship Director shall be advised of the circumstances along with a request for an extension. Any extension of time will require approval by the Internship Director. Under no circumstances should the maximum length of time for completion of the Program exceed 90 calendar weeks from the commencement of the Program, including any time Intern was absent.

## **2. Responsibilities of SCH.**

- A. SCH has ultimate responsibility for the quality of care given to patients. Program curriculum needs shall not override SCH's patient care responsibilities.
- B. The Internship Director and Internship Manager at SCH shall serve as the primary points of contact and supervisors of the Intern.
- C. SCH will be responsible for:
  - a. Planning, directing and evaluating the Intern's learning experience and evaluating the Intern's performance.
  - b. Selecting students to participate in the Internship Program and assigning them to available positions.
  - c. Selection and evaluation of affiliate sites and preceptors within the Program in accordance with Dietetic Internship Site Selection Policy. Maintaining documentation to assure that each Intern is in compliance with required health and patient safety standards attached as Exhibit 1. The parties recognize SCH has the sole discretion and right to change Exhibit 1 based on SCH policy, industry changes or as patient care needs dictate.
  - d. The safety and quality of care provided to its patients by students who are participating in the Program.
  - e. Providing, the use of available clinical facilities and resources, including, but not limited to locker or other storage space for Interns for their coats, library resources, and lounge facilities.
  - f. Conducting an orientation to SCH for Interns related to policies, procedures, rules and regulations prior to the start of the Internship Program.
  - g. Providing instructions to Interns concerning the care of patients of SCH, the operation of SCH, and Intern activities as they directly or indirectly affect the care of the patients of SCH and the operation of SCH.

- h. Complying with OSHA standards for the protection of Interns as workers of SCH from exposure to blood borne pathogens.
      - i. Providing and maintaining professional liability insurance covering bodily injury and property damage to third parties as necessary to insure against any claim or claims for damages under the Agreement.
- D. SCH assumes no obligation for:
  - a. Transportation
  - b. Meals
  - c. Housing
  - d. Health Insurance
  - e. Dental Insurance
- E. SCH shall communicate with Intern concerning any unanticipated incident or occurrence that might arise due to Intern's performance. Intern shall cooperate and assist SCH in its investigation of said incident.
- F. **Nondiscrimination.** SCH agrees it will prohibit discrimination and ensure equal opportunities in the Program regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state or local laws or regulations.

### 3. Responsibilities of Intern.

- A. Intern must have satisfactorily completed a baccalaureate degree in Dietetics from an ACEND accredited program prior to commencement of the Program.
- B. Intern is responsible for:
  - a. Following SCH policies, procedures, customer service standards and code of conduct or the policies, procedures, customer service standards and code of conduct of any affiliate site where Intern participates during a rotation.
  - b. Adhering to SCH's dress code, or the dress code of any affiliate site where Intern participates during a rotation.
  - c. Providing Intern's own transportation and living arrangements.
  - d. Wearing SCH or affiliate site issued identification badges while working at SCH or affiliate site.
  - e. Providing documentation as required by SCH (Driver's License, Social Security Card, etc.)
  - f. Complying with the requirements of Exhibit 1.
- C. Intern agrees that the internship is for a limited term at the end of which Intern will have completed an internship in dietetic nutrition, subject to Intern's completing of all program requirements, from a nationally accredited program. Intern agrees that SCH, its

employees, residents, preceptors and all representatives of SCH make no guarantee for future employment with SCH or its affiliates.

- D. Intern agrees to pay SCH program fees in the amount of \$9,475 for Intern's participation in the Program. Intern agrees to pay \$5,000 by June 1, of the year the internship starts and the remaining \$4,475 by October 1 of the same year.
- E. Intern shall procure and maintain health insurance coverage throughout the duration of the Program. Any expenses associated with health insurance coverage shall be the sole responsibility of Intern.
- F. Intern acknowledges that the Program or SCH will not be responsible for the cost of personal textbooks, professional memberships, personal journal or other publication subscriptions, travel, food, lodging, vehicle expenses, or any other personal expense.

4. **HIPAA.** Solely for the purposes of defining Intern's role in relation to the use and disclosure of SCH's patient's protected health information, Intern will be considered a member of SCH's workforce, as that term is defined in 45 CFR 160.103. Intern is not, and shall not be construed to be, an employee of SCH. Intern shall cooperate with SCH in complying with its obligations as a HIPAA covered entity, including but not limited to, complying with its policies and procedures under the HIPAA Privacy Regulations, 45 CFR parts 160 and 164, as amended from time to time.

5. **Emergency Medical Care and Infectious Disease Exposure.**

- a. Any emergency medical care available at SCH will be available to Intern. Intern will be responsible for charges attributable to their individual emergency medical care.
- b. An Intern who is injured or becomes ill while at SCH shall immediately report the injury or illness to SCH and receive treatment, as needed and available, at SCH as a private patient or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness shall be the sole responsibility of the Intern who receives the treatment and not the responsibility of SCH.
- c. SCH shall follow, for Intern exposure to an infectious disease at SCH during the Internship, the same policies and procedures SCH follows for its employees. Any costs incurred related to the exposure shall be paid by Intern.
- d. An Intern who contracts an infectious disease during the period of time they are participating in the Program must report the fact to SCH. Before returning to SCH the Intern must submit proof of recovery to SCH if requested.

6. **Responsibility for SCH Patients.** SCH retains full responsibility for the quality of health care given to patients of SCH. SCH is responsible for the administrative and professional supervision of Interns to the extent that their presence at SCH affects, directly or indirectly, the care of patients of SCH. SCH has ultimate control over all persons involved in the Program and may prohibit any Intern from caring for any patient of SCH if SCH believes such patient's health is endangered by such care.

7. **Liability.** Intern hereby waives any and all rights, claims and causes of action that it may have against SCH arising out of or resulting from injury or death during Interns participation in the Program, except as caused by the gross negligence or criminal act of SCH or any employee or agent of SCH.

8. **Financial Considerations.** SCH assumes no responsibility for the cost of meals, uniforms, housing, parking or health care needs of Interns who are participating in the Program. SCH is not required to reimburse Intern for any services rendered to SCH or its patients/residents pursuant to this agreement.

9. **Removal of Interns from Program.** CentraCare shall have the right to remove any Intern from the Program at SCH if that Intern in any way violates, contravenes, ignores, neglects, abuses or otherwise disregards the accepted standards of SCH. Such a decision to request removal of an Intern from the Program is in the sole discretion of SCH, and shall not be subject to consideration or reconsideration by any other person or entity.

10. **Relationship.** Nothing in the Agreement is intended or will be construed to constitute a partnership between, or joint venture by, SCH and Intern or to constitute either SCH or Intern as the agent of the other. Interns who participate in the Program are not employees of SCH.

11. **Notices.** All notices permitted or required to be given under this Agreement must be in writing and will be considered sufficiently made or given on the date of mailing if sent to the other party by certified, United States mail, addressed to it at the address set forth below, or to such other address as it will designate by written notice similarly given, to the other party:

If to Intern: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to SCH: St. Cloud Hospital Dietetic Internship Program  
Attn: Dona Anderson  
1406 Sixth Avenue North  
St. Cloud, MN 56303

12. **General.** This agreement contains the entire agreement between the parties, superseding any and all prior oral or written agreements or understandings pertaining to the subject matter hereof. This agreement may be amended or modified only by a written instrument signed by both of the parties. No waiver of any breach or default will be deemed a waiver of any subsequent breach of default. This agreement will be governed by, and construed and enforced in accordance with, the laws of the State of Minnesota.

**ST. CLOUD HOSPITAL**

**INTERN**

By: \_\_\_\_\_  
Mark Thompson  
Section Director, Medical Specialties

By: \_\_\_\_\_  
(Print Name) \_\_\_\_\_

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

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