

GERONTOLOGY INTERNSHIP AFFILIATION AGREEMENT

This GERONTOLOGY INTERNSHIP AFFILIATION AGREEMENT (“Agreement”) is entered into on the _____ day of _____, 20____, by and between the University of Southern California, acting through its Leonard Davis School of Gerontology, whose principal place of business is 3715 McClintock Avenue, Los Angeles, California 90089-0191 (hereinafter called the “University”), and [Site Name] _____, whose principal place of business is [Address] _____ (hereinafter called the “Site”).

Recitals

WHEREAS, the University has an undergraduate and graduate curriculum in Gerontology and an internship is a required and integral component of those curricula; and

WHEREAS, the University desires the cooperation of Site in implementing an internship program in Gerontology at Site and training University students in the practical application of Gerontology (“Internship Program”); and

WHEREAS, Site will benefit from the contributions of the students participating in the Internship Program; and

WHEREAS, Site wishes to assist the University in implementing the Internship Program;

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, the University and the Site enter into this Agreement on the terms and conditions set forth below.

The University Rights and Responsibilities

1. To establish the educational objectives for the Internship Program and to implement the Internship Program pursuant to these objectives.
2. To assign students to Site who meet the University’s requirements and qualifications to participate in the Internship Program.
3. To appoint a University faculty or staff member as “Internship Director” to administer the University’s responsibilities related to the Internship Program and to oversee the students’ internship experience at Site.
4. To establish and maintain ongoing communication with the Preceptor, as defined below, regarding the Internship Program.
5. To notify the Preceptor, at a time mutually agreed upon, of the University’s planned schedule of students’ assignments, including the names of the students, level of academic preparation, and length and dates of the internship experiences.
6. To inform students that they are to obtain and maintain adequate health insurance coverage during the time that students participate in the Internship Program and to provide evidence of such coverage to Site, at Site’s reasonable request.

7. To ensure that all students participating in the Internship Program at Site will have and maintain professional liability insurance coverage in the amounts set forth below.
8. To direct the assigned students to comply with the existing pertinent rules and regulations of the Site and all reasonable directions given by qualified Site personnel.
9. To assume responsibility for providing grades to the students in connection with the Internship Program.
10. To inform Site in the event that a student withdraws from the Internship Program or otherwise is unable to complete the Internship Program.

Site Rights and Responsibilities

1. To cooperate with University in establishing and implementing the Internship Program at Site.
2. To provide one (1) qualified Site supervisor (“Preceptor”) for each student participating in the Internship Program. Selection of Preceptor will be mutually agreed upon by the University and the Site prior to the commencement of each internship. Preceptor will be responsible for the supervision of students at all times while students are at the Site. Preceptor’s responsibilities include the following:
 - Orient the student to the Site;
 - Assist the student in gaining access to information and data required for the tasks and responsibilities to be completed by the student;
 - Monitor student’s attendance;
 - Meet with student at regular intervals;
 - Submit a final evaluation report of the student’s activities; and
 - Any other responsibilities mutually agreed upon by the parties.
3. To provide field experiences in accordance with the mutually agreed upon goals and objectives of the Internship Program. On-site visits will be arranged when feasible and/or upon request by the University. Site shall advise the University of any changes in its personnel, operation, or policies that may materially affect the students’ field experiences or the Internship Program at Site.
4. To ensure that students are given duties commensurate with their skills and experience.
5. To provide the physical facilities, resources, equipment, and all other items necessary to operate the Internship Program at Site, including use of library facilities, reasonable work, and storage space.
6. To determine the number of students which it can accommodate during a given period of time and notify the University promptly prior to the commencement of the Internship Program.
7. To provide the assigned students with a copy of the Site’s existing pertinent rules and regulations with which the students are expected to comply.
8. To make available, whenever reasonably necessary, emergency health care for the assigned students, the cost of which shall be borne by the students.

9. To request the University to withdraw a student from the Internship Program at Site when student's performance is unsatisfactory to Site or student's behavior is disruptive to Site or its patients. Site shall state its reasons for requesting a student withdrawal in writing to the Internship Director. It is understood that except as set forth in paragraph 10 below, only the University can withdraw a student from the Internship Program at Site.
10. To immediately remove from the Site any student who poses an immediate threat or danger to personnel or the quality of services provided at Site. Preceptor shall notify the Internship Director prior to removing the student.
11. To comply with all applicable federal, state, and local laws, ordinances, rules, and regulations regarding the operation of the Internship Program, including laws, rules and regulations concerning the confidentiality of student records.
12. To comply with all applicable requirements of any accreditation authority and to permit the authorities responsible for accreditation of University's curriculum to inspect the facilities, services, and other items provided by Site for purposes of the Internship Program.
13. To comply with all federal, state, and local laws and ordinances concerning human subject research if students participate in a research program as part of a research team.
14. To retain full responsibility for ensuring that (i) all patient care services and procedures performed by students comply with applicable federal, state, and local laws, rules and regulations; (ii) students are appropriately credentialed to perform each such service and procedure in accordance with Site rules and regulations, and (iii) all necessary consents are obtained prior to the furnishing of any clinical services by students.
15. To retain full responsibility for the care of patients at Site and maintain administrative and professional supervision of students insofar as their presence affects the operation of Site and/or the direct and indirect care of patients.

General Provisions

1. Non-discrimination. The parties shall make no distinction or discriminate in any way among students covered by this Agreement on the basis of race, color, sex, creed, age, handicap, or national origin.
2. Coordination of Internship Program. The parties shall use reasonable efforts to establish the educational objectives for the Internship Program, devise methods for its implementation and continually evaluate to determine the effectiveness of the field experience.
3. Students Not University Employees. The parties hereto agree that the University's students are not to be considered employees or agents of either the University or the Site for any purpose, including Worker's Compensation or employee benefit program.
4. Insurance. Each party to this Agreement shall provide and maintain, at its own expense, a program of insurance or self-insurance covering its activities and operations hereunder. Such program of insurance or self-insurance shall include, but not be limited to, comprehensive general liability and professional liability. The general liability insurance shall have a minimum coverage of \$300,000 per occurrence and cost \$500,000 aggregate. The professional liability insurance shall carry a single limit coverage of not less than \$1,000,000 per occurrence and \$3,000,000

aggregate. Upon written request, either party shall provide the other with a certificate evidencing such coverage.

5. Term. This Agreement shall be effective for a period of one year when executed by both parties. This Agreement will be automatically renewed annually unless otherwise indicated in writing by one of the parties at least thirty (30) days prior to the end of the term, or unless terminated in accordance with paragraph 6 below.
6. Termination. This Agreement may be terminated by either party with or without cause upon thirty (30) days written notice, provided that all students currently enrolled in the Internship Program at Site at the time of notice of termination shall be given the opportunity to complete the Internship Program at Site.
7. Arbitration. All controversies, claims, and disputes arising in connection with this Agreement shall be settled by mutual consultation between the parties in good faith as promptly as possible, but failing an amicable settlement shall be settled finally by arbitration in accordance with the provisions of this paragraph. Such arbitration shall be conducted in Los Angeles, California, in accordance with the Commercial Arbitration Rules of the American Arbitration Association (“AAA”). The parties hereto hereby agree that the arbitration procedure provided for herein shall be the sole and exclusive method of resolving any and all of the aforesaid controversies, claims, or disputes. The costs and expenses of the arbitration, including without limitation, attorneys’ fees, shall be borne by the parties in the manner determined by the arbitrator. Legal action for (i) entry of judgment upon any arbitration award or (ii) adjudication of any controversy, claim or dispute arising from a breach or alleged breach of this paragraph may be heard or tried only in the courts of the State of California for the County of Los Angeles or the Federal District Court for the Central District of California. Each of the parties hereto hereby waives any defense of lack of in personam jurisdiction of said courts and agrees that service of process in such action may be made upon each of them by mailing it certified or registered mail to the other party at the address provided for in this Agreement. Both parties agree that the prevailing party shall be entitled to recover from the non-prevailing party reasonable expenses, including without limitation, attorneys’ fees.
8. No Agency. Both parties acknowledge that they are independent contractors, and nothing contained herein shall be deemed to create an agency, joint venture, franchise, or partnership relation between the parties, and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
9. Assignment. Neither party hereto shall have the right, directly or indirectly, to assign, transfer, convey, or encumber any of its rights under this Agreement without the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the University and Site.
10. Governing Law. This Agreement shall be construed in accordance with and all disputes hereunder shall be governed by the laws of the State of California.
11. Severability. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.

12. Notice. All notices to be given under this Agreement (which shall be in writing) shall be given at the respective addresses of the parties as set forth in the preamble to this Agreement, unless notification of a change of address is given in writing. Any notice required by this Agreement shall be deemed to have been properly received when delivered in person or when mailed by registered or certified first class mail, return receipt requested, or by Federal Express to the address as given herein, or such addresses as may be designated from time to time during the term of this Agreement.
13. Authority to Sign. The parties signing below are authorized and empowered to execute this Agreement and bind the parties to the terms and conditions contained herein.
14. No Third Party Beneficiaries. This Agreement shall not create any rights, including without limitation third party beneficiary rights, in any person or entity not a party to this Agreement.
15. No Waiver. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
16. Entire Agreement. This Agreement fully supersedes any and all prior agreements or understandings between the parties hereto or any of their respective affiliates with respect to the subject matter hereof, and no change in, modification of or addition, amendment or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
17. Patient Privacy. The parties hereto affirm their commitment to comply with federal and state law regarding the use and disclosure of protected health information. Each party agrees to comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder including without limitation the federal privacy regulations as contained in 45 CFR Part 164 (the "Federal Privacy Regulations") and the federal security standards as contained in 45 CFR Part 164 (the "Federal Security Regulations"). Each party will promptly report to the other any use or disclosure in violation of HIPAA, the Federal Privacy Regulations, or the Federal Security Regulations of a patient's Protected Health Information which was previously disclosed to that party under this Agreement. Nothing in this Section shall require either party to waive the attorney-client, accountant-client, or any other applicable legal privilege.
18. Limitation on Damages. Notwithstanding anything to the contrary contained in this agreement, to the maximum extent permitted by law, in no event will either party be responsible for any incidental, consequential, indirect, special, punitive, or exemplary damages of any kind, including damages for lost goodwill, lost profits, lost business or other indirect economic damages, whether such claim is based on contract, negligence, tort (including strict liability) or other legal theory, as a result of a breach of any warranty or any other term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance.

UNIVERSITY

The University of Southern California, acting through its
Leonard Davis School of Gerontology

By: _____ Date: _____
Mark Todd
Vice Provost for Academic Operations

By: _____ Date: _____
Maria Henke, MA
Associate Dean

SITE

Site Name:

By: _____ Date: _____
Name:
Title:

By: _____ Date: _____
Name:
Title:

Please Return this Affiliation Agreement to:

Anna Quyên Đỗ Nguyễn, MSG, OTD, OTR/L
Director of Internship Training
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