**Daemen College**

**Clinical Fieldwork Agreement**

This Agreement is made this day **\_\_\_\_\_\_\_\_\_\_** by and between **DAEMEN COLLEGE**, with offices in Amherst, New York ("College") and **\_\_\_\_\_\_\_\_\_\_\_\_\_** (Supervised Practice Site).

**R E C I T A L S :**

**WHEREAS**, the College offers a Dietetic Internship Program (DI)

**WHEREAS**, a requirement of the DI program is that the student must participate in and successfully complete several supervised practice experiences in order to graduate; and

**WHEREAS**, the Supervised Practice Site has an interest in the development of qualified Registered Dietitian Nutritionists (RDNs) and is willing to provide supervised practice of students enrolled in the College's DI program.

**NOW THEREFORE**, the College and the Supervised Practice Site agree as follows:

I.                    **General**.

A.   The College will assign to the Supervised Practice Site student(s) who are enrolled in the College's DI program to fulfill the requirement of internships as required by the program. The specific requirements and objectives of each clinical internship experience is contained in the Dietetic Internship Handbook.

B.  The Supervised Practice Site agrees to accept the assigned students and provide them clinical experience that meets the specific requirements and objectives of the College's DI curriculum.

C.  The dates of each internship shall be mutually agreed upon by the parties.

D.  That in implementing and enforcing this Agreement, neither the College nor the Supervised Practice Site will discriminate against any student on the basis of sex, race, color, age, religion, national origin, marital status or disability.

E. The parties agree that the students who are assigned to a Supervised Practice Site under this Agreement are not employees of the Supervised Practice Site for any purpose, and are not entitled to any wages, employee benefits, or other compensation from the Supervised Practice Site by virtue of their participation in this clinical program. It is understood that in no case shall participating students replace employees of the Supervised Practice Site.

F. The College will designate an employee as the DI Program Director.

G. The Supervised Practice Site will designate one of its employees as the Preceptor to work with the Program Director and have overall responsibility for the conduct of the clinical program.

H.  The Preceptor assigned by the Supervised Practice Site with the responsibility of training and evaluating students under this Agreement shall be considered Adjunct Faculty of the College during the term of this Agreement, but are not employees of the College for any purpose or entitled to any remuneration from the College. Such individuals shall remain at all times employees or independent contractors of the Supervised Practice Site.

I. There shall be no publication of any material relative to the clinical field work experience by either party, their employees, agents and students unless approved in advance for release by both the College and the Supervised Practice Site. Neither party shall use the other's name or service mark which is reasonably likely to suggest that the parties are affiliated beyond this Agreement.

J. During training at the Supervised Practice Site, students will be under the jurisdiction and supervision of Supervised Practice Site officials for training purposes and will follow Supervised Practice Site rules. Students will be expected to conduct themselves in a professional manner such that their attire and their appearance conform to the accepted standards of the Supervised Practice Site.

II.                 **Responsibility of College**.

A. Develop, organize and implement the DI program curriculum to meet the criteria of the New York State Education Department and essentials of ACEND for an approved education program.

B. Assign to the Supervised Practice Site only those students who have satisfactorily completed the prerequisite portion, if any, of the curriculum.

C. Maintain all student academic records.

D.  Furnish the Preceptor with fieldwork assignments and such other records as may be necessary for an effective learning experience in the fieldwork setting.

E. Require each student to carry health insurance covering accident and sickness and provide documentation of this coverage to the Supervised Practice Site prior to the beginning of the internship.

F. Hold students responsible for adhering to time schedules, policies and procedures of the Supervised Practice Site.

G Respond promptly to inquiries, concerns or reasonable requests of the Preceptor.

H.  Advise students to respect and preserve the confidential nature of all information relating to patients at the Supervised Practice Site.

I. Notify the Supervised Practice Site of any cancellation or change of assigned students as soon as the College is aware of such an occurrence.

J.  Enforce the rules and regulations governing students that are mutually agreed upon by the College and the Supervised Practice Site.

III.               **Responsibilities of the Supervised Practice Site**.

A. Provide supervised experience for assigned students within the Supervised Practice Site's scope of service, which will allow the most appropriate learning experience and the completion of assignments.

B. Provide experience, as feasible, in multidisciplinary team participation that would permit students to appreciate the role of other members of the health care team.

C. Provide emergency medical care for students as necessary. The usual and customary billing procedure will apply in such cases.

D. Provide a confidential area for student/supervisor conferences.

E. Notify the College of cancellation of space for students. Except in unusual circumstances, such cancellations should not occur within two months of the beginning of an assigned student's fieldwork.

F. Maintain complete records on each student's performance and provide an evaluation to the College on forms provided by the College immediately following the completion of the student's fieldwork and to discuss jointly with the College Coordinator any student problem arising during the course of the clinical experience. The Supervised Practice Site has the right to dismiss any student whose condition or conduct jeopardizes the well being of the patients/clients or employees of the Supervised Practice Site after prior consultation with the Program Director.

G.  Upon reasonable request, permit the inspection of the clinical facilities, services available for clinical experiences, student records and such other items pertaining to the program by the College or agencies charged with the responsibility for accreditation of the curriculum.

H. Supervised Practice Site shall not assign, transfer, or contract for the furnishing of services to be performed under this Agreement without the written approval of the College.

I. Notwithstanding any other provision of this Agreement, the Supervised Practice Site remains responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.

IV.  **Governing Law**.

This Agreement shall be governed by and construed under the laws of the State of New York, which shall be the forum for any lawsuit arising from or incident to this Agreement.

V.   **Severability**.

In the event one or more clauses of this Agreement are declared illegal, void or unenforceable, that shall not affect the validity of the remaining portions of this Agreement.

VI.  **Waiver**.

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from the Agreement shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Agreement unless specifically agreed in writing.

VII.  **Term of Agreement**.

A. This Agreement shall be effective when executed by both parties for a period of 5 year(s) and may be renewed for additional terms upon the exchange of a simple letter agreement signed by both parties referencing this Agreement.

B.   Either party shall have the right to terminate this Agreement upon three (3) months written notice to the other; however, said termination shall not occur at a time when a student remains engaged in the clinical education experience at the Supervised Practice Site.

DATED:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DAEMEN COLLEGE**

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*Michael S. Brogan, DPT, Ph.D., Vice President for Academic Affairs and Dean of the College*

**SUPERVISED PRACTICE SITE**

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_