

**AFFILIATION AGREEMENT FOR INTERNSHIP EDUCATION  
OF KINESIOLOGY AND SPORT SCIENCE STUDENTS (non-paying internship)**

The agreement, made and entered this **20<sup>th</sup> day of August, 2020**, by and between **Perris Union High School District** (herein after referred to as the **Internship Site**) and Youngstown State University Kinesiology and Sport Science (herein after referred to as the **University**) by and through their duly authorized administrators.

WHEREAS, the **Internship Site** provides capability for learning experiences and recognizes the professional responsibility of assisting in the teaching of **University** students and is interested in providing assistance to the **University** in its curricula, and

WHEREAS, the **University** is currently conducting a program granting an undergraduate degree in Exercise Science and desires to obtain the assistance of **Internship Site** in furthering **University's** education objectives, and

WHEREAS, the **University** and the **Internship Site** mutually desire to promote excellence in the provision of professional service, exercise science education and research, and to contribute to the professional growth and competence of students enrolled in the **University** professional education program, and

Now, THEREFORE, in consideration of the mutual promises and covenant hereinafter set forth, it is mutually understood and agreed upon by the parties hereto, as follows:

**I. MUTUAL RESPONSIBILITIES**

- A. The **Internship Site** will accept students selected by the **University** and agreed upon by the **Internship Site** for a period of practical/clinical education. The nature of the experience shall be arranged by both the **Internship Site** and its Internship Coordinator, and the **University** and its University Internship Coordinator in Exercise Science.
- B. The time periods and number of students assigned during any one practical/clinical training period will be mutually agreed upon by the **University** and the **Internship Site**.
- C. The **Internship Site** and the **University** agree to be responsible for any negligent acts or negligent omissions by or through itself or its agents, employees, and contracted servants and each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from one to the other.
- D. The **Internship Site** shall, at its sole cost and expense, carry and maintain a professional liability (Insurance) plan of protection. Such protection will provide minimum bodily injury and/or death limits of liability of not less than \$1,000,000 per occurrence with a \$3,000,000 annual aggregate limit. Such coverage shall also include property damage liability in the amount of \$1,000,000 per occurrence.

The **University** shall, at its sole cost and expense carry and maintain a professional liability (Insurance) plan of protection for Exercise Science students. Such protection will provide minimum bodily injury and/or death limits of liability of not less than \$1,000,000 per occurrence with a \$3,000,000 annual aggregate limit. The obligations of this section shall continue beyond the termination or expiration of this Agreement.

- E. The **University** and **Internship Site** will be mutually responsible for providing students with information regarding the policies, rules and regulations of each **Internship Site** and for advising students of their responsibilities to abide by such policies, rules and regulations while assigned to the **Internship Site**.
- F. The **University** maintains the privilege of visiting the **Internship Site** before, after and/or during the practical/clinical education periods at times that are mutually convenient.
- G. The **University**, faculty, students and the **Internship Site** personnel will collaborate to assure: quality and continuity of care for practical/clinical site clients and attainment of learning objectives.

- H. The **University** and **Internship Site** shall not discriminate against any student on the basis of race, color, age, religion, sexual orientation, national origin, disability, or identify as a disabled veteran.
- I. **University** and **Internship Site** agree that they shall abide by all applicable federal, state and local laws, rules, regulations and executive orders in effect as of the date of the Agreement, and as they may change or be amended from time to time.
- J. Each party agrees that no student in the internship education program will be deemed to be an employee of the **Internship Site**, nor will the **Internship Site** be liable for the payment of any wage, salary, or compensation of any kind for services provided by the student. Further, no student will be covered under the **Internship Sites'** worker's compensation, social security, or unemployment compensation programs.
- K. The assigning of student grades for clinic education is solely the responsibility of the **University**. The University Internship Coordinator, however, use information gathered from the Internship site supervisor's evaluation forms, and any other information gathered about the student's professional Internship behavior, including, but not limited to phone conversations with the **Internship Site** and or Internship site visits.
- L. The **University** and the **Internship Site** shall collaborate to determine the necessity to remove any student from his/her assignment at the **Internship Site**; if a student's actions, lack of action, or gross violation of the internship site polices places clients, patients, or employees in an unsafe environment. The **Internship Site** shall inform the **University's** Internship Coordinator to initiate this process which follows established **University** guidelines for removal of a student. However, final determination for the removal of a student will be at the sole discretion of the **Internship Site**.

## II. UNIVERSITY RESPONSIBILITIES

- A. The **University** shall coordinate plans with **Internship Site** to make practical/clinical learning experiences available to their students.
- B. The **University** shall, as mutually agreeable to the parties, provide information as to the:
  - a) The expected learning objectives for the student
  - b) The types of experiences to be provided to the student
  - c) Number of hours of service required by the student
  - d) The types of student evaluations to be completed by the Internship site and means of completing them.
- C. The **University** reserves the right to terminate a student from any internship program for any reason. The **University** reserves the right to withdraw a student from his/her assigned internship education experience at the **Internship Site** when in the **University's** judgment the internship experience does not meet the needs of the student.
- D. If a student's actions or lack of action or gross violation of the internship site policies places patients or employees in an unsafe environment, the internship site can impose immediate temporary or permanent withdrawal of the student from the Facility.
- E. The **Internship Site** will inform the University and its students of any of the following information it deems relevant to internship education, including:
  - 1. The need to verify a negative tuberculin test and/or a negative chest x-ray taken within the specified time frame, prior to the internship affiliation.
  - 2. The risk of occupational acquired Hepatitis B infection. Having understood this risk, the students will provide to the **University** documentation of initiation of Hepatitis B infection, having understood this risk the students will provide to the **University** documentation of initiation of Hepatitis vaccine or a declination form.
  - 3. Students must accept the responsibility of Health Insurance coverage, and may need to provide verification to the **Internship Site**.
  - 4. Students will assume the responsibility for providing transportation to and from the **Internship Site** during periods of internship education affiliation.

5. The student will need to abide by the existing rules, regulations, policies, and procedures of the **Internship Site**, during the Internship affiliation.
6. The University will educate students in providing proof of a current (within prior 12 months) BCI (Bureau of Criminal Investigation) and FBI (fingerprinting) background check prior to beginning the Internship or non-Internship affiliation.
7. The Health Insurance Portability and Accountability Act (HIPAA).

#### IV. INTERNSHIP SITE RESPONSIBILITIES

- A. The **Internship Site** shall provide Internship education-learning experiences, which are planned, organized, and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines.
- B. The **Internship Site** will provide applicable policies and procedures to the **University**, and to the student, to which the students shall be expected to adhere, during periods of Internship assignment and while on facility premises.
- C. The **Internship Site** shall be responsible for the facilitation of the student's professional growth through work with clients/patients, educational assignments, and the use of facilities, equipment and supplies to meet the objectives of Internship training.
- D. Students shall perform services for clients/patients only when under the supervision of a registered, licensed or certified exercise physiologist or professional of equivalent standing. Students shall perform assignments and participate in client/patient assessments, training sessions, clinics, staff meetings and in-service educational programs at the discretion of their supervisor(s) as designated by the **Internship Site**. Students are trainees, not employees of the **Internship Site**, and are not to replace **Internship Site** staff.
- E. The **Internship Site** shall on reasonable request, permit the inspection of its Internship facilities, services available for Internship experiences, student records, and such other items pertaining to the Internship education program as may be relevant, by representatives of the **University** or agencies, or both, charged with responsibility for approval of the facilities or accreditation of the curriculum.
- F. The **Internship Site** shall be responsible for the submission of required reports in accordance with **University** procedures and for informing the **University** of significant staff or administrative changes in the Internship education program(s).
- G. The **Internship Site** agrees to arrange emergency health care for illnesses or injuries resulting from the Internship Assignment. Payment for health services will be covered by the student's on their health insurance.
- H. Except in emergencies, the **Internship Site** shall not grant leaves of absence from regular duties to students during their Internship placements, without prior approval from the **University**.
- I. The staff of the **Internship Site** will maintain current student records in accordance with the **University** program guidelines. After completion of the Internship affiliation, such records will be transferred to and maintained by the **University**.
- J. The **Internship Site** acknowledges that student educational records are protected by the Family Educational Rights and Privacy Act (FERPA), and that it may be necessary to obtain student permission before releasing student data to any party except the **University**. The **Internship Site** will abide by the provisions of FERPA with respect to any request for student information by any party except the **University**.

#### IV. TERMS OF AGREEMENT

- A. The terms and conditions of the Agreement may be amended by written instrument executed by both parties. The terms of any exchange of funds between the **University** and the **Internship Site** shall be provided for in an amendment of this Agreement.
- B. The term of this Agreement shall be for five years from the day and year first written above and may be renewed every two years through execution by both parties of a Renewal Letter. Either party may terminate this Agreement by a written notification giving a three-month period of advance notice. Should notice of termination be given, students assigned to the **Internship Site** shall be allowed to complete any previously scheduled Internship assignment then in progress at the **Internship Site**.

Notice of termination to the **University** shall be directed to:

Nicole Mullins, PhD  
 Internship Coordinator  
 Department of Kinesiology and Sport Science  
 307 Beeghly Center  
 Youngstown State University  
 Youngstown, Ohio 44555  
[nmullins@ysu.edu](mailto:nmullins@ysu.edu)

With copy to:

Dean  
 Bitonte College of Health and Human Services  
 Youngstown State University  
 One University Plaza  
 Youngstown, Ohio 44555

This contract shall supersede any and all prior contracts between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and warrant that they are officially authorized to so execute for their respective parties to the contract.

**YOUNGSTOWN STATE UNIVERSITY**

**INTERNSHIP SITE**

\_\_\_\_\_  
 Provost Date

\_\_\_\_\_  
 Supervisor / Director / Owner Date

\_\_\_\_\_  
 VP for Finance and Business Operations Date