

**THE SAGE COLLEGES  
UNPAID INTERNSHIP AGREEMENT**

This AGREEMENT is made between \_\_\_\_\_ (the “Facility”) and The Sage Colleges, Troy, New York (the “College”), and is effective as of \_\_\_\_\_.

WITNESSETH:

WHEREAS, the Facility is a for-profit business; and

WHEREAS, the Facility and the College are mutually desirous of providing for the establishment, direction and operation of a/an nutrition fieldwork experience (the “Fieldwork”) to aid in the education of dietetic intern Students of the College (the “Interns”).

NOW, THEREFORE, IT IS MUTUALLY AGREED THAT:

1. THE FIELDWORK.

- a. The Facility and the College shall determine the maximum number of Interns who may participate in the Fieldwork, the length of the Fieldwork, and the experiences for such Interns, including a statement of criteria for participation.
- b. The Facility and the College shall each appoint a representative who shall serve as the contact person with respect to the development, coordination and implementation of the Fieldwork (the “College Representative” and the “Facility Representative”).
- c. The Facility Representative and the College Representative shall determine the facilities and resources that will be made available to the Interns by the Facility and the dates and times in which such facilities and resources may be used.
- d. The Facility Representative and the College Representative will institute a plan for periodic conferences for the purpose of evaluating the effectiveness of the Fieldwork.

2. COLLEGE RESPONSIBILITIES.

- a. The College will place in the Fieldwork only those Interns who are registered in The Sage Colleges, Program of Dietetic Internship, and who have successfully completed any appropriate prerequisite courses and/or other educational experience.
- b. The College will select and assign the Interns, who shall not be subject to any employment recruitment process or screening by the Facility.

- c. The College will inform the Facility of the level of training each student has received and will provide current information regarding the student's educational goals.
- d. The College shall determine the expectations and requirements for Fieldwork participation, and award academic credit for the Intern's successful completion of the Fieldwork.
- e. The College shall provide the Facility Representative with copies of applicable curricula.
- f. The College shall notify the Facility of any changes in the academic curriculum.
- g. The College shall provide time and opportunity for orientation of Facility personnel to the Dietetic Internship Program of the College.
- h. The College shall notify the Facility when there is a change in the staffing of Academic Fieldwork Coordinator.
- i. The College's assignment of Interns to the Facility for practical experiences shall be for a pre-determined period of time, which shall not be extended.
- j. The College shall contact the supervising instructor during the affiliation to discuss student performance.
- k. The College shall have the right to remove an Intern from the Fieldwork at any time, in accordance with the College's policies.
- l. The College shall ensure that all Interns obtain and maintain health insurance covering accidents and sickness with such companies and with such terms and limits as the College shall reasonably require.
- m. The College shall ensure that all Interns obtain and maintain personal professional liability insurance in the amount of \$1,000,000/ \$3,000,000 with such companies and with such terms and limits as the College shall reasonably require.
- n. The College shall ensure that all Interns are aware of and have complied with the Facility's policies regarding the need for any health screenings, vaccinations, criminal background checks and/or other Facility requirements prior to the commencement of the Fieldwork.
- o. The College shall provide the Facility with student information, medical/immunization records, professional liability insurance information, health insurance information (including names of insurance companies and policy numbers), and any other forms required by the Facility, at least one month prior to the start of the affiliation.

- p. The College will ensure that each Intern will sign a notice, in a form attached hereto as **Exhibit A**, prior to starting their internship, and will provide a signed copy of each Intern's notice to the Facility.
- q. The College will inform all Interns that they are responsible for:
  - i. following the Facility's rules, regulations, policies and procedures;
  - ii. paying all applicable expenses, including without limitation meals, laundry of uniforms, medical expenses, transportation and books; and
  - iii. providing the Facility with records of the Intern's immunizations and/or other medical tests as may be required by the Facility.

3. FACILITY RESPONSIBILITIES.

- a. The Facility will make available to Interns its facilities and staff as the Facility determines reasonable and appropriate to provide opportunities for educational experience related to the Fieldwork.
- b. The Facility will provide a variety of learning experiences appropriate to the setting. The experiences and skills taught to the Interns shall build upon their academic experience, apply generally to the field of nutrition, and shall not be specifically limited to the Facility's practice or operation.
- c. The Facility, in coordination with the Academic Fieldwork Coordinator, will plan and implement a/an nutrition education program for the Interns that meets the specific objectives of the experience.
- d. The Interns shall not perform routine work such as filing or other clerical work, or otherwise assist in the operations of the Facility.
- e. The Interns will not replace, substitute for, or augment the work of paid employees of the Facility. The hours and workload of the Facility's employees will not be reduced as a result of any Intern's experience Fieldwork.
- f. Each Intern's experience Fieldwork shall be for a fixed period which shall be established in advance and shall not be extended.
- g. The Facility shall not use any Intern's experience Fieldwork as a trial period to determine whether s/he is suitable for employment. Each Intern will be specifically advised that s/he should have no expectation of being hired by the Facility as an employee.
- h. The Facility shall maintain full responsibility for any patient care throughout the term of the Fieldwork.

- i. The Facility will allow Interns, at their own expense, to use any available cafeteria and/or snack bar facilities of the Facility.
- j. The Facility shall maintain applicable general and professional liability insurance coverage in such amount and under such terms as may be required by applicable law and shall, upon request, provide copies of certificates of such insurance coverage to the College.
- k. The Facility will provide or arrange for emergency health care to Interns in case of accident or sudden illness occurring at the Facility, at the expense of the Intern.
- l. The Facility shall arrange for and provide close supervision of Interns by persons designated by the Facility who have the requisite knowledge and experience to supervise students in the Dietetic Internship program.
- m. The Facility shall advise the College of changes in personnel, operation or policies which materially relate to the Fieldwork and/or an Intern's participation.
- n. The Facility will provide the College and all Interns with copies of, or other reasonable access to, the Facility's current policies and procedures with which Interns must comply.
- o. The Facility will provide Interns with an appropriate orientation, which includes training on HIPAA privacy policies and procedures with respect to protected health information.
- p. The Facility will allow on-site visits by College representatives upon prior notice during normal working hours. The Facility will permit reasonable inspection by organizations and individuals responsible for accrediting or regulating the College and will cooperate in supplying non-privileged information reasonably required to assist the College in maintaining accreditation.
- q. The Facility may immediately suspend, and/or require the College to withdraw, any Intern from the Fieldwork if, in the discretion of the Facility, the Intern poses a risk of harm to the Facility's patients, employees, contractors, visitors, or other Interns. If reasonably possible, such suspension or withdrawal will be implemented cooperatively by the Facility and the College.
- r. The Facility will evaluate the performance of Interns at least two times during the rotation (preferably at the midpoint of the rotation and during the final week), and will return the completed written evaluation to the College within one week of the end of the affiliation.
- s. The Facility will provide ongoing opportunities for formal and informal verbal feedback to the Interns regarding performance.

- t. The Facility will notify the College when student's performance is deficient and is not improving or when the student's level of performance may result in safety concerns for patient care.
- u. The Facility will provide the College with information/forms as required by the College and the New York State Education Department, and any applicable accreditation council for the Interns' field of education.

4. GENERAL PROVISIONS

- a. Term and termination. The term of this Agreement will begin on \_\_\_\_\_ and will continue for a period of one (1) year(s), and shall automatically renew for additional one (1) year terms, unless terminated by either party. Either party shall have the right to terminate this Agreement, with or without cause, following ninety (90) days' written notice by registered mail to the other party. However, termination shall not be effective with respect to those Interns enrolled in the Fieldwork at the time of the notice of termination until such Interns have completed their scheduled rotation at the Facility.
- b. Supervision. The Facility and the College agree that during the period when Interns are enrolled in the Fieldwork at the Facility, the Interns will be under the supervision and control of the Facility and will adhere to the Facility's policies and procedures regarding health care delivery and the Interns' role in delivering same.
- c. Indemnification. The College will indemnify and hold the Facility harmless from and against any and all costs, expenses, losses, claims, damages, and/or liabilities (including, but not limited to, reasonable attorneys' fees) directly arising from the negligent acts or omissions of the College, or of its faculty or staff while on the premises of the Facility. The Facility shall indemnify, defend and hold the College harmless from and against any and all costs, expenses, losses, claims, damages, and/or liabilities (including, but not limited to, reasonable attorneys' fees) arising from or relating to the negligent acts or omissions of the Facility, its officers, agents or employees, including, but not limited to, those relating to client care. In no event, however, shall either party be liable to the other party for any punitive, special, exemplary, or consequential damages of any kind or nature. This Section shall survive termination or expiration of this Agreement for any reason.
- d. No Wages or Fees. No cash payment of any kind shall be provided to or received by the College, Interns, or the Facility for participation in this Agreement. As set forth more fully in the attached notice to each Intern, no Intern shall receive or be entitled to any wages for his or her internship.
- e. Status of Parties. The parties agree that Interns participating in the education Fieldwork are not the employees or agents of the Facility or the College, nor are they entitled to any benefits from the Facility or the College, including but not limited to workers' compensation, unemployment insurance coverage, health benefits (except as herein above provided), coverage or any other benefits provided by the Facility or the College

to its employees. Each Intern's agreement to this status will be confirmed in the attached notice.

- f. HIPAA Compliance. Interns shall be deemed to be volunteer members of the Facility's "workforce" for purposes of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and all corresponding laws and regulations. The College is not a Business Associate of the Facility. The Facility shall not disclose protected health information to the College for any purpose, including Intern evaluations, unless such disclosure is pursuant to a HIPAA-compliant authorization.
- g. Severability. If for any reason, any provision of this Agreement is held invalid, such invalidity will not affect any other provision of this Agreement not held so invalid, and each such other provision will, to the full extent consistent with law, continue in full force and effect.
- h. Notice. Any notice required to be sent to the parties under this Agreement will be sent certified mail, return receipt requested, and addressed as follows:

To the College:     The Sage Colleges  
                          Nutrition Department  
                          Michelle Morgan, MS, RDN, Dietetic Internship Director  
                          65 1<sup>st</sup> Street  
                          Troy, NY 12180  
                          (518) 244 - 4598  
                          Morgam1@sage.edu

To the Facility:     \_\_\_\_\_

                          Site Name

                          \_\_\_\_\_

                          Contact Person and Title

                          \_\_\_\_\_

                          Address

                          \_\_\_\_\_

                          City, State, Zip

                          \_\_\_\_\_

                          Phone

                          \_\_\_\_\_

                          E-mail

- i. Nonexclusive Agreement. This Agreement is not exclusive. The Facility reserves the right to offer a cooperative education Fieldwork to students of other educational institutions and the College has the right to offer its students cooperative education Fieldwork at other facilities.
- j. Nondiscrimination. Neither the Facility nor the College will discriminate against any person because of race, color, religion, sex, marital status, sexual orientation, age,

veteran status, handicap, disability, national origin, or other legally protected characteristic.

- k. Entire Agreement; Modification and Waiver. This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all of the parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

IN WITNESS WHEREOF, this Agreement has been executed for the dates set forth below.

For: SITE NAME

For: THE SAGE COLLEGES

\_\_\_\_\_  
[Name]  
[Title]

\_\_\_\_\_  
Rick Barthelmas, VP of Finance & Treasurer  
The Sage Colleges

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
[Name]  
Facility Representative

READ AND ACCEPTED:

\_\_\_\_\_  
Michelle Morgan, MS, RDN  
Nutrition Department Representative

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

**EXHIBIT A**

**NOTICE OF UNPAID INTERNSHIP  
AT A FOR-PROFIT BUSINESS**

I, \_\_\_\_\_, (name of student) acknowledge and agree as follows:

1. I am being placed by The Sage Colleges (“Sage”) at \_\_\_\_\_ (the “Business”) for an unpaid internship in the field of \_\_\_\_\_, related to my educational program at Sage.
2. My unpaid internship will commence on \_\_\_\_\_, 201\_, and end by no later than \_\_\_\_\_, 201\_, and not exceed approximately \_\_\_\_\_ hours per week.
3. I understand that I will not be considered an employee of either the Business or Sage, for purposes of federal and state minimum wage laws or for any other purpose.
4. I understand that I will not receive or be entitled to receive any wages or benefits from either the Business or Sage as a result of my unpaid internship at the Business.
5. I have voluntarily accepted this unpaid internship to further my knowledge, training and experience in the field of \_\_\_\_\_.
6. I have not been offered or promised employment at the Business during or after the conclusion of my unpaid internship, and I have no expectation that I will receive an offer of employment from the Business.
7. In the event that I receive any offer of employment, during or after the conclusion of my unpaid internship, from either the Business or from any other prospective employer, I will be free to either accept or reject that offer.



8. My unpaid internship at the Business is not a “trial period” for the purpose of considering me as a prospective employee. I have no obligation, and no entitlement, to remain at the Business on any terms, after my unpaid internship ends.
9. I have been advised by Sage to consult with counsel or an advisor of my choosing prior to signing this notice.
10. My signature below confirms that I have read and understand the terms set forth in this Notice, and voluntarily agree to these terms.

Name of Student-Intern: \_\_\_\_\_

Signature of Student-Intern: \_\_\_\_\_

Date: \_\_\_\_\_, 2017