

Adams State College
School of Business

MASTER INTERNSHIP AGREEMENT

THIS MASTER INTERNSHIP AGREEMENT is entered into by and between the Board of Trustees of Adams State College for the use and benefit of Adams State College, School of Business (hereinafter, "College" or "ASC") and _____ (hereinafter, "Agency"), effective as of the Start Date recited herein below. In consideration of the mutual promises and obligations set forth herein, the Parties hereby agree as follows (all information must be complete):

INTERN/STUDENT NAME: _____

AGREEMENT START DATE: _____ **END DATE:** _____

TERMS AND CONDITIONS

1. **Definitions.** The following definitions apply.
 - a. "Internship" means a program of study as part of College course or degree requirements, conducted in cooperation with the Agency, whereby Interns receive supervised experience and instruction in a professional setting.
 - b. "Site Supervisor" means that person employed or retained by the Agency as responsible for the development and administration of the Internship affiliation with the College.
 - c. "Intern" means a person enrolled in the College who is to perform the Internship.
 - d. "College Supervisor" means the person employed or retained by the College who is responsible for the development and administration of this Internship affiliation with the Agency.

2. **Purpose.** As part of the College's educational requirements or as required for the award of a degree in particular areas of study, students must complete supervised experience, such as this Internship.

3. **Term.** The term of the Agreement shall be from the date written above to the End Date set forth hereinabove, and may be extended by mutual written agreement of the Parties. Upon mutual written consent of the College and the Agency, revisions to the Agreement may be made effective either at the beginning of or during a contract year. Either party shall have the absolute right to terminate this Agreement with or without cause upon thirty (30) days prior written notice to the other party. However, any termination or expiration of this Agreement shall be effective only at the end of a specific academic period, or upon full completion of the program curriculum for Students, or as other provisions for termination contained herein may allow.

4. The Agency's Obligations.

- a. To enter into an "Individual Internship Agreement" with each student selected for an internship appointment.
- b. During the internship period, to employ each Intern for a minimum number of hours and weeks, as required by the curriculum.
- c. During the internship period, to utilize Interns in several task areas, as required by the curriculum.
- d. To provide an appropriate orientation to the Intern concerning the facilities and the rules, policies and procedures of the Agency, including, but not limited to: HIPAA, safety and security issues.
- e. The Agency reserves the right to modify planned tasks during the internship period, as may be required by changes in the Agency's circumstances. However, the Agency will make every reasonable effort to ensure that the Intern is employed in a responsible position with exposure to multiple tasks and situations.
- f. To provide quality supervision of the Intern during the internship program and to report periodically to the College Supervisor on the Intern's performance, as may be mutually agreed.
- g. **Learning Contract and Supervisor's Evaluation:** In addition to completing work as agreed upon between Intern and Agency, the Intern will have a curriculum of coursework designed to further his/her learning experience. The Intern is required to complete a Learning Contract with the Site Supervisor that articulates learning objectives. The Agency or Site Supervisor will evaluate the performance of the Intern using forms required by the College.
- h. To hold ASC harmless for any actions taken by the Intern during his/her participation in the internship program and in the course of Intern's employment with Agency.
- i. Agency will advise College in a timely manner of any serious deficiency noted in an assigned student's performance. In such event, the Agency and College will attempt to devise a plan by which the student may be assisted in achieving the stated objectives of the educational program. Agency has the right to require College to withdraw any student whose health or performance is a detriment to patient, client or patron well being or to the achievement of the objectives of the affiliation. Agency may immediately remove from the premises any student who poses an immediate threat or danger to personnel or property or for unprofessional behavior.
- j. When employing an Intern with hourly wages, to provide the Intern with accident/injury insurance coverage under the Agency's Worker's Compensation, Employer's Liability, and general and/or Professional Liability policies just as it would any new employee performing similar work.
- k. The Agency may require a criminal background investigation before the student can commence the internship. If a criminal background investigation is required, the College Supervisor and the student need to be informed. The cost of the investigation will be paid by the Agency.

5. The College's Obligations.

- a. To recommend for placement in the internship program only those students who have earned a satisfactory record and have met the minimum requirements established by ASC in the School of Business, Health Administration Program and business internship program.
- b. To advise the Intern during the search process and to assist the Intern in identifying an internship placement that meets the educational requirements of the internship.

- c. To provide the Agency with copies of current course outlines, course objectives, curriculum philosophy, and a list of faculty and their respective qualifications when requested.
- d. To extend to the authorized representatives of the Agency an open invitation to visit the School of Business at ASC to consult with faculty and students.
- e. To assist the Agency in the selection of students for the internship program with the student's knowledge and consent.
- f. To have a representative of the School of Business at ASC available to the Agency for assistance and consultation in administering the internship program.
- g. To advise students of their responsibilities regarding participation in the internship program, including enrollment in the required internship course during the period of this Internship Agreement, expected professional conduct, and the requirement to follow rules and standards set by the Agency and ASC.
- h. ASC agrees that it will advise each student that he or she may be subject to a requirement that a criminal background investigation be conducted before the student can commence the internship.
- i. To require students to sign a release form either stating they have health insurance coverage through a qualified insurance carrier or that the Intern accepts full responsibility for any medical costs which may be incurred during the term of the internship. If Agency requires that students have health insurance coverage as a prerequisite to employment, Agency will inform the College Supervisor, who will advise the Intern that such coverage must be obtained and proof of coverage provided to Agency prior to starting work.
- j. To inform Interns of their responsibility to provide any transportation, meals, and lodging related to the internship.

6. Joint Obligations.

- a. In compliance with federal law, including the provisions of Title IX of the Education Amendment of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, the parties hereto will not discriminate on the basis of race, sex, religion, age, disability, or military service in its administration of its policies, programs, or activities; its admissions policies; other programs; or employment.
- b. That this Master Internship Agreement must be completed and approved BEFORE any student begins his/her internship.
- c. That there may be meetings of representatives of both ASC and the Agency as often as such meetings are needed to coordinate and improve the program, and at the convenience of both parties.
- d. That there will be ongoing, open communication between ASC and the Agency to ensure understanding of the expectations and roles of both parties in providing the internship experience for students.
- e. ASC and the Agency will determine the number of students assigned to the Agency and the length of each assignment.
- f. ASC and Agency agree that no money will be paid by either party to the other under the terms and conditions of this Agreement and that the mutual benefits contained herein constitute sufficient consideration. The parties to this Agreement intend that the relationship contemplated by this Agreement is that of independent entities working in mutual cooperation. The Parties hereto are not partners, agents, nor principals of one another. The College staff and Interns shall not act as the Agency's agents or representatives in any capacity, and shall not make any commitments on behalf of the Agency.
- g. ASC faculty, staff, and students will not be considered employees for any purpose, and will not hold themselves as employees or agents of Agency or otherwise make any

representation or commitment on behalf of Agency; nor will Agency staff be considered employees of ASC for any purpose, and will not hold themselves out as employees or agents of ASC or otherwise make any representations or commitments on behalf of ASC. Agency will in no way be required to provide any pecuniary benefits, salaries, wages, or fringe benefits to faculty, staff or students of ASC, and likewise, ASC will in no way be required to provide such pecuniary benefits to employees or agents of Agency.

Notwithstanding the foregoing, if Agency is a "covered entity" within the meaning of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Intern shall be deemed a member of the Agency's workforce in accordance with 45 C.F.R. § 160.103 at all times while performing the Internship duties and activities for the Agency. The Agency shall be responsible for providing appropriate training and direction to the Intern concerning the confidentiality of the Agency's protected health information under HIPAA. The College will take reasonable measures to protect the confidentiality of any protected health information used or disclosed to the Intern for educational purposes.

- h. Both parties recognize that they are bound to comply with the Family Educational Rights and Privacy Act ("FERPA" or "Buckley Amendment") in the handling of educational records of students enrolled in their programs. It is also understood and recognized that employees and agents of each party will need to have access to the educational records maintained by the other party in properly administering their duties and obligations under this Agreement and to the individual students. It is also agreed that each party will thoroughly orient their employees and agents of their obligations under FERPA and will maintain their practices in strict accordance with the requirements of that Act. Neither party will be permitted to authorize any further disclosure of educational records of students of the other party to persons or entities not a party to this Agreement without first having received permission of the other party and having obtained assurances that the other party has fully complied with the provisions of FERPA. Any permitted disclosure to persons or entities not a party to this Agreement will be under the conditions that no further disclosure by such parties will be permitted.
- i. The parties hereto understand and agree that liability for any claims for injuries to persons or property arising out of the acts or omissions of the College, its agents or employees or students will be controlled and limited by the provisions of CRS 24-10-101, *et seq.*. The provisions of this Affiliation Agreement will be controlled, limited and otherwise modified by the above-cited laws. Nothing herein shall be construed as a waiver or limitation upon governmental and sovereign immunities conferred by law. In the event of a breach of this Agreement by either party, the sole remedy of the non-breaching party shall be Agreement termination pursuant to section 3.10, and neither party shall, under any circumstances, be liable to the other for any money damages, expenses, or attorney fees.
- j. Any amendments to this Agreement will be effective only if in writing and signed by the parties hereto.
- k. This Agreement will become effective on the date set forth first above, and will remain in effect for a period of five years thereafter, or as other provisions for termination contained herein may allow. In the event this Agreement is not renewed for a subsequent term or is otherwise terminated as contemplated herein, students of ASC who are participating in the clinical learning experiences at Agency at the time of termination will be allowed to complete such clinical learning experience at Agency for the then current school semester under the terms and conditions herein set forth unless failure to terminate an existing clinical learning program would create an unreasonable risk of harm to any person.
- l. Neither party to this Agreement will be deemed to be in violation of this Agreement if it is, or reasonably determines it is, prevented from performing any of its duties or obligations for any reason beyond such party's control, including, without limitation,

- flood, storm, strikes, acts of God or the public enemy or statute, ordinance, regulation, rule or action or any applicable governmental entity.
- m. Either party may terminate this Agreement during its term as follows:
 - (A) For breach, and that party seeking to terminate the Agreement will provide the other party written notice of the alleged cause. The alleged breaching party will have thirty (30) calendar days after receipt of notice to remove the cause or cure the breach. If the cause is removed or the breach cured within that 30-day period, the Agreement will remain in force and effect. In the event the cause is not removed or the breach is not cured within the 30-day period, the party providing notice may thereafter terminate the Agreement.
 - (B) Without cause, this Agreement may be terminated at any time for convenience by either party hereto upon ninety (90) days' written notice given in accordance with the Notice provision of this Agreement. The parties will make every reasonable effort to permit student interns whose fieldwork assignment with Agency has commenced, or is scheduled to commence, to complete the assignment despite Agreement termination, and so long as such assignments remain in effect, all provisions of this Agreement shall remain in effect as to such students.
 - n. The invalidity or unenforceability of any provision of this Agreement will not affect the the validity of any other provision.
 - o. Any headings used herein are for convenience only and do not limit or expand this Agreement.
 - p. No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other breach of this Agreement, whether of a similar or dissimilar nature.
 - q. Any provisions of this Agreement creating obligations extending beyond the term of this Agreement will survive the expiration or termination of this Agreement, regardless of the reason for termination.
 - r. Either party may assign its rights or obligations hereunder without the prior written approval of the other; provided, however, that such an assignment may be made only to an entity which is directly or indirectly, wholly owned or controlled by the same entity as the assigning party.
 - s. This Agreement contains the entire understanding of the parties and supersedes any and all previous agreements.

ACCEPTED AND AGREED:

AGENCY:

ADAMS STATE COLLEGE

Representative Name (Printed)

Dr. Kurt Keiser
Department Chair, School of Business

Signature

Signature

Date

Date

MASTER INTERNSHIP AGREEMENT COMPANY CONTACT INFORMATION:

Agency: _____

Contact Name: _____

Address: _____

Phone: _____ Fax: _____

E-mail: _____