

**IN-STATE STUDENT EDUCATIONAL TRAINING**

**AFFILIATION AGREEMENT**

**BY AND BETWEEN**

**THE UNIVERSITY OF CONNECTICUT**

 **AND**

Click to Enter Name of Facility

**TERM**

**From:** Click Here to Select Start Date **To:** Click Here to Select End Date

This Affiliation Agreement (the “Agreement") is made by and between the University of Connecticut, a constituent unit of the State of Connecticut System of Higher Education (the "University") and Click to Enter Name of Host Facility or Health Care Institution (the “Facility”).

**WHEREAS,** the University offers programs that require clinical experience; and

**WHEREAS,** the University desires to provide supervised clinical experience and instruction to its students enrolled in said program (hereinafter the “Students”); and

**WHEREAS,** the Facility, in the interest of furthering the educational objectives of the University, is willing to make its facilities available to the Students for such experience and instruction; and

**WHEREAS,** the University and the Facility mutually desire to establish a clinical education program at the Facility for the Students (the “Program”); and

**WHEREAS,** the University is authorized to enter this Agreement under provisions of Sections 10a-104 and 10a-108 of the General Statutes of the State of Connecticut;

**NOW THEREFORE,** in consideration of the promises and the mutual covenants, agreements and undertakings hereinafter set forth, it is hereby AGREED:

1. **Philosophy and Objectives of the Program** The objectives of the Program are to:

a. prepare Students for future employment and/or careers through job exposure and work experiences;

b. increase independent skills; and

c. increase knowledge of and access to community resources.

1. **TERM, AMENDMENT AND TERMINATION OF AGREEMENT**

The term of this Agreement shall be effective as of the dates written above. Prior to the end of this term, the parties may renew the Agreement by an amendment to this Agreement executed by both parties. Such desire to renew shall be conveyed in writing at least sixty (60) days prior to the end of the termination date. Either the Facility or the University may terminate this Agreement at any time without cause by giving one hundred and twenty (120) days written notice to the other party. Should notice of termination be given under this Section, Students already scheduled to train at Facility will be permitted to complete any previously scheduled clinical assignment at Facility.

1. **HOST FACILITY RESPONSIBILITIES**

3.1 Experience. The Facility will accept, on mutually agreed upon terms, Students from the University for educational training experience.

a. The Facility shall provide the opportunity for qualified **non-licensed** Students to perform educational training under the supervision of Faculty provided by the University in accordance with the terms of this Agreement. The Facility shall not be responsible for the supervision, instruction, and/or educational training of the non-licensedStudents, but shall at all times retain authority and responsibility for the delivery of patient care.

b. **Licensed** Students will perform educational training under the supervision of an employee of the Facility who gives practical experience and training to the Student (the “Preceptor”).

3.2 Equipment and Use of Facilities. The Facility shall provide equipment and supplies necessary for the administration of care by Students; space for conferences connected with Student instruction; phone access; and secured locker room or equivalent space for use by Students and Faculty. Students and Faculty may use the Facility cafeteria during the training experience.

3.3 Orientation for Faculty and Students. The Facility shall provide Faculty and Students with relevant Facility information, including policies, procedures, and rules for which Faculty and Students must comply.

3.4 Emergency Medical Care. The Facility will provide emergency medical care to Students and/or Faculty who become ill or who are injured while on duty at the Facility. The cost of such care shall be the responsibility of the individual receiving it.

3.5 Student Education Records. The Facility acknowledges that it may be given access to student education records in the course of performing its obligations pursuant to this Agreement. The Facility acknowledges that such information is subject to the Family Educational Rights and Privacy Act (“FERPA”) and agrees that it will utilize such information only to perform the services required by this Agreement and for no other purpose. The Facility further agrees that it will not disclose such information to any third party without the prior written consent of the Student to whom such information relates.

1. **UNIVERSITY RESPONSIBILITIES**

4.1 Planning. The University shall be responsible for the planning and execution of its Students’ educational training experience.

* 1. Experience Description. The University shall submit to the Facility, at least thirty (30) days prior to commencement of the Program, a description of the types of training experiences needed by its Students, the dates during which such experiences will be needed, the number of Students expected to participate in the Program, and the names, professional credentials, and evidence of current licensure of Faculty who will supervise the Students.

4.3 Insurance. During the term of this Agreement, the University shall maintain professional liability insurance covering each student for his or her acts or omissions while participating in student curriculum activity at the Facility. A Certificate of Insurance will be provided to the Facility, indicating State professional liability coverage.

4.4 Compliance with Facility Rules. The University will advise Students and Faculty that they will be expected to comply with all rules and regulations of the Facility and with instructions received from Facility personnel.

4.5 Confidential Information. The University will advise its Students, Faculty, and University personnel that they must not disclose any confidential material or information connected with the Facility or any of its patients, except as required by federal or State law, including the Connecticut Freedom of Information Act (FOIA). The University shall also advise its Students and Faculty that they must comply with the Facility’s policy on confidentiality. The University shall make reasonable efforts to enforce compliance by Students and Faculty with the Facility’s policy on confidentiality.

4.6 Withdrawal of Students from the Program. The University shall withdraw any Student from the Facility at the Facility’s request, if the Facility determines that due to health, performance, or other reasons, such Student's continued participation in the program is detrimental to the Student, the Facility, and/or the Facility’s patients or personnel.

4.7 Immunizations and Physical. If required, the University will provide the Facility with evidence that Students and Faculty meet the Facility’s requirements for immunization and/or physical examination. The University understands that the Facility may refuse to accept for participation in the Program any Student for which evidence of compliance with immunization requirements and/or completion of a physical examination acceptable to the Institution cannot be provided.

4.8 Background Checks and Drug Screening. The University understands that all Students placed in the Facility may be required to have obtained a satisfactory criminal background check and/or drug screening in accordance with University policies and procedures. The parties agree that the results of the background checks and/or drug screening will be provided directly to the Facility for review and evaluation. The parties understand and agree that the Students will be responsible for paying the cost of obtaining all background checks and/or drug screening required and the University agrees that it will so inform the Students.

* 1. The University shall inform the Facility as soon as practicable of any changes in information previously provided to the Facility regarding the Program.
1. **SHARED RESPONSIBILITIES**

5.1 Instruction and Supervision.

 a. For students **who do not have a Connecticut license**, the University shall provide Faculty for teaching and supervision of participating Students assigned to the Facility. Faculty shall be responsible for planning and implementing individual Student assignments, and for evaluating and grading Student performance. Faculty may consult with Facility personnel as appropriate in conducting evaluations of Student performance. The Faculty and the Facility shall jointly be responsible for assigning Students to training areas and patients.

 b. For students **who do have a Connecticut license**, the Faculty, in cooperation with an identified Preceptor employed by the Facility or with privileges at the Facility, will develop a plan of learning experiences. The Preceptor will provide day-to-day supervision and evaluation and the Faculty and Preceptor will jointly evaluate Student performance.

5.2 Required In-Services. The Select One will provide mandatory in-services to Students and Faculty in advance of the first experience. Mandatory in-services will include general safety, infection control, OSHA blood borne pathogens, TB, fire safety, hazardous materials, and use of electrical equipment.

5.3 Program Evaluation. Facility personnel will consult at least once each year with the appropriate University department head for the purpose of evaluating the Program at the Facility, in an effort to continually provide an appropriate learning environment for the participating Students.

5.4 Students and Faculty Not Employees or Agents. Both the Facility and the University acknowledge that neither Students nor Faculty are to be considered employees or agents of the Facility.

5.5 Insurance. Each party to this Agreement agrees to procure and maintain at its own cost all such insurance cover as would be usual or prudent for a comparable institution to maintain in respect of the activities carried on by that party pursuant to this Agreement and to provide evidence of such insurance to the other party on that party’s reasonable request.

5.6 Use of Name; Publication. The Facility shall allow the University to list the name of the Facility as an affiliated institution in catalogs, brochures and correspondence, subject to prior written approval by the Facility of such use, in the Facility’s sole discretion. The University shall notify Students that they must obtain prior written approval from the University and from the Facility before publishing any material relative to the Program or the Facility.

1. **GENERAL PROVISIONS**

6.1 Notices. Any notice required to be given pursuant to the terms of this Agreement shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to the University or Facility at the address set forth below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to the University: University of Connecticut

 School/Department of Enter School/Dept. Name

 Storrs, CT 06269-2026

 Attn: Enter Name of Dean, Dean

If to the Facility: Enter Facility Name

 Enter Street Address

 Enter Town, State & Zip Code

 Attn: Enter Contact Name

6.2 Prohibition against Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

6.3 Accommodations for Persons with Disabilities. In the event that a Student or a member of the Faculty or another University employee requires accommodation for a disability beyond those accommodations that are currently available at the Facility, the Facility shall be responsible for making any arrangements necessary to effectuate the additional accommodation.

6.4 Worker’s Compensation. The University and the Facility agree that the Facility is not responsible for any Workers’ Compensation or disability claim filed by a Student or Faculty. The Facility and the University agree that the students are not employees of the Facility or the University and are not covered by Workers’ Compensation. The Faculty are employees of the University and are covered accordingly under Workers’ Compensation. With respect to employee compensation for services provided in connection with this Agreement, the Facility and the University agree each shall be responsible their own employees’ withholding taxes, Workers’ Compensation, and other employment-related taxes.

**7. REQUIRED PROVISIONS – STATE OF CONNECTICUT. References in this section 7 to "contract" shall mean this Agreement and references to "Contractor" shall mean the Facility.**

* 1. Claims. The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or The University of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
	2. Indemnification. The Contractor hereby indemnifies and shall defend and hold harmless the State of Connecticut, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, monetary loss, interest, attorneys’ fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement, including those arising out of injury to or death of Contractor’s employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any intentional, reckless or negligent act or omission of the Contractor or its employees, agents or subcontractors.
	3. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws.
	4. Nondiscrimination. Each party agrees, as required by sections 4a-60 and 4a-60a of the Connecticut General Statutes, not to discriminate against any person on the basis of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such party that such disability prevents performance of the work involved. Each party agrees to comply with all applicable federal and state of Connecticut nondiscrimination and affirmative action laws, including, but not limited to, sections 4a-60 and 4a-60a of the Connecticut General Statutes.
	5. Executive Orders. This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it.
	6. Power to Execute. The individual signing this Agreement on behalf of the Facility certifies that s/he has full authority to execute the same on behalf of the Facility and that this Agreement has been duly authorized, executed and delivered by the Facility and is binding upon the Facility in accordance with its terms.
	7. Entire Agreement. This Agreement is the entire agreement between the Facility and the University and supersedes and rescinds all prior agreements relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

**Enter Facility Name UNIVERSITY OF CONNECTICUT**

Click here to enter text. Click here to enter text.

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| --- | --- | --- | --- |
| Signature: |  | Signature: |  |
| Print Name | Click here to enter text. | Print Name | Click here to enter text. |
| Title | Click here to enter text. | Title | Click here to enter text. |
| Date |   | Date |   |

University Approved Template rev. 10/09/2019