

**IN-STATE STUDENT EDUCATIONAL TRAINING**

**AFFILIATION AGREEMENT**

**BY AND BETWEEN**

**THE UNIVERSITY OF CONNECTICUT**

 **AND**

Click to Enter Name of Facility

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 “Host Agency”).

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

**WHEREAS,** the Host Agency, in the interest of furthering the educational objectives of the University, is willing to make its facilities available to the Students and, if applicable, the University’s faculty (the “Faculty”) for such experience and instruction; and

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

1. **TERM AND TERMINATION OF AGREEMENT**

This Agreement is effective upon execution by both parties and will continue indefinitely or until terminated. This Agreement may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, Students already scheduled to train at the Host Agency will be permitted to complete any previously scheduled clinical assignment at the Facility.

1. **HOST AGENCY RESPONSIBILITIES**

2.1 Experience. The Host Agency will accept, on mutually agreed upon terms, Students from the University for educational training experience.

1. The Host Agency will provide clinical student, and faculty if applicable, access to appropriate resources for clinical student education including, but not limited to, access to the Host Agency’s patients in an appropriately supervised environment, in which the Students can complete the University’s Program.
2. The Host Agency has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur.
3. The Host Agency will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While participating in the Program, Students will have the status of trainees and are not to render unsupervised patient care and/or services. All services rendered by Students must have educational value and meet the goals of the Program.
4. The Host Agency and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the Student’s level of training.

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

2.3 Emergency Medical Care. The Host Agency 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. In the event that HOST AGENCY does not have the resources to provide such emergency care, HOST AGENCY will refer such student to the nearest emergency facility and the cost of such care shall be the responsibility of the individual receiving it.

2.4 Student Education Records. The Host Agency acknowledges that it may be given access to student education records in the course of performing its obligations pursuant to this Agreement. The Host Agency 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 Host Agency 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**

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

* 1. 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, if applicable, the names, professional credentials, and evidence of current licensure of Faculty who will supervise the Students.

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

3.4 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 Host Agency 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.

3.5 Withdrawal of Students from the Program. The University shall withdraw any Student from the Host Agency at the Facility’s request, if the Host Agency 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.

1. **SHARED RESPONSIBILITIES**

4.1 Instruction and Supervision. The University will provide qualified and competent individuals in adequate number for the instruction, assessment, and supervision of Students participating in the Program. The Host Agency will provide qualified and competent staff members in adequate number for the instruction and supervision of Students participating in the Program.

4.2 Evaluation. Host Agency 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.

4.3 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. 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 Host Agency, indicating State professional liability coverage.

4.4 Background Checks, Immunizations and Physical. The University will, upon request, require all participating Students to have completed an appropriate criminal background check, and to have documented appropriate immunizations and/or physical examination on file with the University. The Host Agency shall notify the University of its requirements of an appropriate criminal background check, required immunizations and/or physical examination. The University will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to the Facility’s policies and practices, and that the cost of any such test will be paid by the student.

1. **GENERAL PROVISIONS**

5.1 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 Host Agency 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 Host Agency: Enter Facility Name

 Enter Street Address

 Enter Town, State & Zip Code

 Attn: Enter Contact Name

5.2 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.

5.3 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 Host Agency, the Host Agency shall be responsible for making any arrangements necessary to effectuate the additional accommodation.

5.4 Students and Faculty Not Employees or Agents. Both the Host Agency and the University acknowledge that neither Students nor Faculty are to be considered employees or agents of the Host Agency. With respect to employee compensation for services provided in connection with this Agreement, the Host Agency and the University agree each shall be responsible their own employees’ withholding taxes, Workers’ Compensation, and other employment-related taxes. The University and the Host Agency agree that the Host Agency is not responsible for any Workers’ Compensation or disability claim filed by a Student or Faculty.

5.5 State of Connecticut Standard Terms and Conditions. Mandatory State of Connecticut terms and Conditions are hereby incorporated by reference and made available on-line at, as of the date of execution of this agreement, at <https://uconncontracts.uconn.edu/wp-content/uploads/sites/458/2019/09/State-Terms-Conditions-Affiliation-Agreements-revised-09.17.2019.pdf>.

5.6 Entire Agreement. The Parties understand and agree that this Agreement and its attachments or amendments (if any) constitute the entire understanding between the Parties and supersede all other verbal and written agreements and negotiations by the Parties relating to the services under this Agreement. This Agreement may be amended only by written agreement of the Parties, executed by the Parties’ authorized representatives and in compliance with all other regulations and requirements of law.

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. 09/17/2019