



# University of Connecticut Health Center

## *Correctional Managed Health Care*

### **Contract for Student Experience**

*Academic Year 2009-2010*

This agreement made the \_\_\_\_\_ day of \_\_\_\_\_, by and between University of Connecticut Health Center (UCHC), Correctional Managed Health Care (CMHC), having its place of business at 263 Farmington Avenue, in the town of Farmington and the State of Connecticut, herein known as the "Agency", and \_\_\_\_\_, whose place of business is at: \_\_\_\_\_ herein referred to as the "affiliating agency".

**Whereas, the request for affiliation placement is for: (please circle on of the options listed below)**

1. **CMHC student experience with on-site faculty.**
2. **CMHC student experience with off-site faculty and on-site CMHC preceptor.**

**The student experience placement will take place at the correctional facility specified in Appendix D and will continue for up to one year from the date indicated below:**

**Date Contract Begins:** \_\_\_\_\_ – 9/29/10  
*(Insert today's date)*

Whereas, it is the intent of the Agency to collaborate to meet the educational needs of the affiliation individual:

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

#### **1. Agency Responsibilities:**

##### **a. Confidential Information**

The Agency will maintain a file for each educational experience. In that file, this signed contract will be held. The signed contract and appendices (if required) will verify that the following requirements have been met: the health requirements have been met, and in the

case of a student, that the required documents are being held at the student's school, and completion of appropriate orientation through the Connecticut Department of Corrections (CDOC) and the University of Connecticut Health Center (UCHC).

**b. CDOC Documentation**

The Agency will provide those who elect to affiliate with CMHC, the State of Connecticut Department of Correction (CDOC) Volunteer Services application form (attached). Once approved CDOC background clearance is obtained, affiliates are required to participate in the CDOC Volunteer Orientation. General topics include security/safety issues, and fire safety.

**c. Orientation for Students**

The Agency will determine what will be included in the Student Orientation based on compliance, regulatory requirements, and organizational initiatives. Generally, topics will include general safety issues, infection control, hazardous materials, OSHA bloodborne pathogen and tuberculosis education, review of compliance and regulatory requirements, and HIPAA training as appropriate for the student's role.

**d. Emergency Medical/Care**

The Agency will provide **EMERGENCY** care to the student who becomes ill during his/her student experience, similar to care which would be given to any visitor. The individual will be financially responsible for that care.

**d. Patient Care Authority**

The Agency retains authority for defining and directing all patient care activity.

**e. Non-Discrimination**

The Agency agrees and warrants that in the performance of this agreement it will not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religious creed, age, marital status, sexual orientation, national origin, ancestry, sex, physical or mental disability in any manner prohibited by the laws of the United States or the State of Connecticut.

**f. Withdrawal of Student by Agency**

The Agency may withdraw an individual from the affiliation experience for reasons of health, unacceptable practices or performance or if, in the opinion of the Agency the individual's continued participation in the program is detrimental to the individual, any inmate-patient, member of the Agency or CDOC staff.

**g. Retention of Records**

The Agency will maintain Records for the duration of 7 years.

**2. Student/Affiliating Agency Responsibilities**

**a. Educational Experience**

The student who is having an educational experience may have direct or "hands on" experience during their experience at CMHC. The nature of the experience will be identified prior to the onset of the experience.

**b. Compliance with Agency's Rules by Student/Affiliating Agency**

- i) The Student/Affiliating Agency will comply with all rules and regulations of the Agency.
- ii) The Student agrees to withdraw from the program immediately at the request of the Agency.
- iii) The Affiliating Agency will ensure that all students follow the guidelines for the identified student experience, specifically observations versus "hands-on"

**c. Compliance with Agency's Health Requirements by Student**

The Student/Affiliating Agency agrees to verify to the Agency through completion of Form A (as appropriate) that the health requirements\* have been completed (listed herein).

**\*Health Requirements for Affiliation Experience**

- Evidence of 2 measles and mumps immunizations if born on or after January 1, 1957 (1 Vaccine must be documented after 1980) **and** documented immunity by positive laboratory titers for measles and mumps.
- Evidence of current immunization for rubella **and** an immune laboratory titer.
- Evidence of non-reactive PPD (not more than 6 months old) or documentation of treatment and resolution of active TB episode or documentation of a negative chest x-ray after a positive PPD.
- Documentation of current varicella (chickenpox) titer or verbal history of varicella; **and** documentation of a positive immunity by laboratory titer.
- Documentation of acceptance or declination of Hepatitis B Immunization **and** a positive titer after 1<sup>st</sup> series. When the titer is negative, evidence of 2<sup>nd</sup> series of 3 doses **and** titer after that.

The Student(s) will complete the orientation requirements prior to commencing the student experience.

**d. Confidential Information**

The Student will take appropriate action to ensure that the confidentiality of all information including the medical records, regarding any of the Agency's clients or operations is maintained by signing the confidentiality statement (see Form B). The Agency will ensure that the appropriate HIPAA training is completed and the appropriate paperwork is completed (see Forms C & D).

**e. Criminal Background Check by Student**

The Student must pass a Criminal Background Check. Failure to disclose could be grounds for removal and/or denial of student experience. The Agency will not issue an ID badge without a completed Background Information Sheet (See Form E).

**f. Planning of Educational Program**

The Affiliating Agency will assume full responsibility for the planning and implementation of the education program, including programming, administration, materials, curriculum content, faculty appointments, faculty administration, and the requirements for matriculation, promotion, and graduation.

**g. Course Description/Outcomes of Clinical Experience**

The Affiliating Agency shall provide a course description, with expected student outcomes of the clinical experience.

**h. Provision of Qualified Instructions**

The Affiliating Agency will provide qualified instructors for teaching and appropriate supervision of students assigned to the Agency for educational experience that are considered “**on-site faculty supervised**” experiences. The affiliate will make contact and coordinate with “**on-site CMHC preceptors**”. The affiliating agency will maintain an updated CV on each of its faculty who supervises students on-site at the Agency on an annual basis.

i. For “**on-site faculty student experiences**”: The faculty will be responsible for planning and implementing individual student assignments, and for evaluating and grading the student’s performance. Faculty may consult with Agency personnel as appropriate in conducting evaluations of student performance.

ii. For “**off-site faculty student experiences**”: The on-site CMHC preceptor will communicate with faculty regarding planning and implementation of individual student assignments, and will provide input toward the evaluation of the student’s performance.

**i. Planning the Student’s Schedule**

The Affiliating Agency will have the responsibility for planning the schedule of the student affiliation experience in collaboration with the agency.

**j. Accommodations for Persons with Disabilities**

The Affiliating Agency will assume responsibility for making arrangements necessary to effectuate any additional accommodation, beyond those accommodations currently available at the Agency, which may be required by students, faculty or other school personnel who may require accommodations for a disability.

**k. Indemnification**

The Affiliating Agency shall indemnify, defend and hold harmless the Agency, the State of Connecticut, the University of Connecticut, The University of Connecticut Health Center and its/their officers, employees and agents from any and all claims, damages, liabilities, costs and expenses, including without limitation attorney's fees arising out of, or caused by the negligent or intentional acts or omissions of the Student. (not applicable for State of CT universities or colleges).

**l. Compliance With Agency Rules and Regulations**

The Affiliating Agency will take appropriate action to ensure that all students and faculty comply with all rules and regulations of the Agency. The affiliate will withdraw any student from the affiliation area when the student is unacceptable to the Agency for

reasons of health, unacceptable practices or performance or, in the opinion of the agency or the school, the student's continued participation in the program is detrimental to the student, any inmate-patient, member of the Agency or CDOC staff. The affiliate agrees to withdraw any student from the program immediately at the request of the Agency.

**m. Pre-Affiliation Paperwork and Orientation Package**

The Agency will provide pre-affiliation paperwork and orientation package to the Affiliating Agency. The Affiliating Agency will ensure completion of pre-affiliation paperwork (pre-affiliation verification of affiliation held student documents form) and orientation prior to commencing the affiliation experience. (See Appendix C)

**n. Professional Liability Insurance**

The Affiliating Agency shall provide professional liability insurance including professional liability coverage, without limits not less than \$1,000,000 per claim and \$3,000,000 in the aggregate for students and faculty while participating in the program at the Agency and present evidence of such coverage prior to the first class meeting date.

**3. No Compensation to Student from Agency**

Both the Agency and the Affiliating Agency acknowledge that the student cannot be paid by the Agency for duties while in his/her role as affiliating individual at the Agency.

**4. Use of Students' Photographs by Agency**

The Agency may, on occasion, take photographs in which the student may be included. The photographs are the property of the Agency, and the student gives permission to reproduce for publication any photos taken.

**5. Term and Termination of Agreement**

The Agreement shall be effective as of the date first written above and shall continue in effect for one (1) year. Thereafter, if permitted by applicable law, this Agreement may be renewed for successive one-year terms by the mutual written consent of the parties. Either party may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other party.

**6. Students Not Employees or Agents**

Both the Agency and the Affiliating Agency acknowledge that the Affiliating Agency's Students shall not be considered employees or agents of the Agency.

**7. Governing Law**

The validity, construction, performance and effect of this Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws, and any question arising under this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.

**8. Claims Against the State**

The Affiliating Agency agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Affiliating Agency further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

**9. Entire Agreement and Amendment**

This Agreement is the entire agreement between parties and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Agreement may be amended only in writing signed by both parties.

**10. 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 Agency or the Affiliating 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 Affiliating Agency:

If to the Agency:

Attention: \_\_\_\_\_ University of Connecticut  
Health Center

\_\_\_\_\_

**11. Prohibition Against Assignment**

This Agreement may not be assigned by either party without the prior written consent of the other party.

**12. Non-discrimination.** References in this section to “Contract” shall mean this Contract and references to “Contractor” shall mean \_\_\_\_\_.

(Insert vendor name)

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action-equal opportunity

employer” in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other Contract or understanding and each vendor with which such Contractor has a Contract or understanding, a notice to be provided by the commission advising the labor union or workers’ representative of the Contractor’s commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

(b) If the Contract is a public works Contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) “Minority business enterprise” means any small Contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. “Good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(d) Determination of the Contractor’s good faith efforts shall include but shall not be limited to the following factors: The Contractor’s employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(f) The Contractor shall include the provisions of section (a) above in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such

direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other Contract or understanding and each vendor with which such Contractor has a Contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56.

(h) The Contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a Contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(i) For the purposes of this entire Non-Discrimination section, "Contract" includes any extension or modification of the Contract, "Contractor" includes any successors or assigns of the Contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Contract" does not include a Contract where each Contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but

not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

### **13. Executive Orders**

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; 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 made a part of the Agreement as if they had been fully set forth in it. This Agreement may also be subject to Executive Order 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. These Orders can be found on the Executive Order page of the Governor's website ([www.ct.gov/governorrell](http://www.ct.gov/governorrell)). The Agency shall provide a copy of the Orders to the Affiliating Agency upon request.

**14. Statutory Authority:**

Connecticut General Statutes 4a-52a, 10a-104, 10a-108, 10a-114a, and 10a-151b provide the University of Connecticut with authority to enter into contracts in the pursuit of its mission.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

<b><u>For the Agency*</u></b> <b>Please indicate full Address below:</b>	<b><u>For the Affiliating Agency</u></b> <b>Please indicate full Address below:</b>
Name: Robert L. Trestman, M.D., Ph.D Title: Executive Director University of Connecticut Health Center Correctional Managed Health Care  Signature: _____  Date: _____	Name: Title: Address  Signature: _____  Date: _____
Name (preceptor/host/PI): Title:  Signature: _____  Date: _____	Name: Title: Address  Signature: _____  Date: _____

Developed: 6/95

Reviewed: 7/04, 7/05, 4/08

Revised: 7/04, 7/05, 6/06, 6/07, 8/07, 4/08, 4/09, 10/09