



University of Connecticut Health Center

University of Connecticut Health Center

Student Contract for School Sponsored Program

2009-2010

This Agreement made the _____ day of _____, by and between THE UNIVERSITY OF CONNECTICUT HEALTH CENTER 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

_____, located at:
_____ herein referred to as the "Affiliating Agency".

WHEREAS, the request for student placement is for: (please indicate the location and time period being requested)

1. Location: _____
2. Time period requested: _____ – 9/29/10 (maximum of 1 year)
(Insert today's date)

The student experience will be (check one)

- **Observational** – The observer will maintain an observational status, specifically he/she will have no direct or “hands-on” contact with patients, blood and/or body fluid, or radioactive material.
- **Internship** – The individual who is affiliating may have direct or “hands-on” experience. This must be identified prior to the onset of the experience and any additional paperwork and orientation must be completed prior to the beginning of the experience; and

WHEREAS, the request for student placement is for (please circle one of the options listed below)

1. Student experience with on-site host/preceptor/manager
2. Student experience with off-site faculty and on-site UCHC host/preceptor/manager; and

WHEREAS, it is the intent of the Agency collaborates to meet the educational needs of the student:

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

1. Agency Responsibilities:

a. Confidential Information

The Agency will maintain a file for each student experience. In that file, this signed contract will be held. The signed contract and Form A (if required) will verify that the health requirements have been met, and that the required documents are being held at the student's school. All students are required to sign the Agency confidentiality statement, which will be held in the file (see Form B), and if the student is less than 18 years of age, a signed parental permission form (see Form F), Safety Clearance for Minors (see Form G) and General Safety for Minors (see Form H) will be maintained in the file. In addition, all students are required to complete the appropriate HIPAA Privacy and Security training and sign the appropriate paperwork (see Forms C & D) as well as complete a UCHC Background Information Sheet (see Form E).

b. Orientation for Students

The Agency will provide a general orientation (either live or in the form of a Self Learning Package), including safety training to all students. If bloodborne pathogen training is required for the student experience at the University of Connecticut Health Center (UConn Medical Goup/UConn Health Partners, UCHC School of Dental Medicine), arrangements must be made with the Agency to ensure that the training has been completed prior to the onset of the experience. If prior training has not occurred or on recommendation of the Office of Research Safety, arrangements for training must be made with the Agency to ensure that the training is completed prior to the onset of the student experience.

The Agency will determine what will be included in the Student Orientation based on compliance and regulatory requirements and organizational initiatives. Generally, topics will include general safety issues: fire safety, infection control, hazardous materials, OSHA bloodborne pathogen and tuberculosis education, use of electrical equipment, Code Blue Management.

c. 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 student 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 patient or member of the Agency Staff.

g. Retention of Records

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

2. Student/Affiliating Agency Responsibilities

a. 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"

b. 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 1st series. When the titer is negative, evidence of 2nd series of 3 doses **and** titer after that.

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

c. 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).

d. 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).

e. Planning of Educational Program

The Affiliating Agency will assume full responsibility for 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.

f. 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.

g. 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).

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). 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.

<u>For the Agency</u> Please indicate full Address below:	<u>For the Affiliating Agency</u> Please indicate full Address below:
Name: <u>Dr. Cato T. Laurencin</u> Title: Vice President for Health Affairs <u>Dean of the School of Medicine</u> 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