

UConn HEALTH

Contract for Student Experience

Academic Year 2017-2018

This Agreement made the _____ day of _____, by and between UCONN HEALTH 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)

Division: ☐ School of Medicine ☐ School of Dental Medicine
☐ John Dempsey Hospital ☐ UConn Medical Group
☐ Institutional Support (i.e. IT, Campus Planning)

Location/s: _____

Student Role: _____

Time period requested: _____ (maximum of 1 year)

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 select one of the options listed below)

___ Student experience with on-site host/preceptor/manager

___ Student experience with off-site faculty and on-site UConn Health host/preceptor/manager; and

It is the intent of the Agency to collaborate with the affiliating agency to meet the educational needs of the student:

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 student experience. In that file, this signed contract will be held. The signed contract and Verification of Health Requirements, School Sponsored Form 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, and if the student is less than 18 years of age, a signed parental permission form, Safety Clearance for Minors and General Safety for Minors 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 as well as complete a UConn Health Background Information Sheet.

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 UConn Health (UConn Medical Group/UConn Health Partners, UConn Health 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 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 in accordance with the state of Connecticut's record retention policy.

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 the Verification of Health Requirements form that the health requirements* have been completed (listed herein).

Health Requirements for an Unpaid Educational School Sponsored Experience:

- Documentation of vaccination with two doses of live measles and mumps vaccines (MMR) administered at least 28 days apart (one vaccine must be documented after 1980) or documented immunity by positive laboratory titers for measles and mumps or birth before January 1, 1957.
- Documentation of vaccination with one dose of live rubella (at least one MMR) **or** an immune laboratory titer.
- Evidence of a non-reactive PPD or a negative quantiferon gold test **within the past year** or documentation of treatment and resolution of active TB or documentation of an absence of symptoms and a negative chest x-ray after a positive PPD or positive quantiferon gold test.
- Documentation of two doses of varicella vaccine or laboratory evidence of immunity to varicella or history of previous varicella disease or herpes zoster diagnosed by a health care provider.
- Completion of a Hepatitis B vaccination series with documentation of immunity based upon a positive Hepatitis B Surface antibody titer.
- Documentation of adult Tdap
- Up to date influenza immunization

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. The Agency will ensure that the appropriate HIPAA training is completed and the appropriate paperwork is completed.

d. Criminal Background Check by Student

The Student must pass a Criminal Background Check. Failure to disclose any prior conviction(s) 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.

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, UConn Health 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: _____

Attention: _____

If to /Agent: _____

Attention: _____

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 _____.

Affiliating Agency Name

Non-Discrimination

(a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "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; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "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; (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent 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 Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do 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).

(b) (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, gender identity or expression, 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; and 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, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the 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 the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the 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 Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (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 Connecticut General Statutes § 46a-56. 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 projects.

(c) 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.

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

(e) The Contractor shall include the provisions of subsection (b) of this Section 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 Connecticut General Statutes §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.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (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 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 Connecticut General Statutes § 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 Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph 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 Connecticut General Statutes § 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.

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.

For A School Of Medicine Student Experience <u>For the Agency</u> Please indicate full Address below:	<u>For the Affiliating Agency</u> Please indicate full Address below:
Name: Bruce T. Liang, M.D., F.A.C.C. Title: Dean, School of Medicine Signature: _____ Date: _____ Preceptor/Host/PI Name: Title: Signature: _____ Date: _____	Name: Title: Address Signature: _____ Date: _____ Name: Title: Address Signature: _____ Date: _____

For A School of Dental Medicine Student Experience <u>For the Agency</u> Please indicate full Address below:	<u>For the Affiliating Agency</u> Please indicate full Address below:
Name: R. Lamont MacNeil, D.D.S., M.D.S. Title: Dean, School of Dental Medicine Signature: _____ Date: _____ Preceptor/Host/PI Name: Title: Signature: _____ Date: _____	Name: Title: Address Signature: _____ Date: _____ Name: Title: Address Signature: _____ Date: _____

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

For A John Dempsey Hospital Student Experience <u>For the Agency</u> Please indicate full Address below:	<u>For the Affiliating Agency</u> Please indicate full Address below:
Name: YŠŌŷ [I-NăŠy a . !Σ a { Title: ! āă2ŌŷI-ŰŠ ±ŷŌŠ tNŠăŷŔŠŷŰ 72N . dzăŷŶŠăă I-yŔ !yŌŷffI-NĚ {ŠNŌŷŌŠă Signature: _____ Date: _____ Preceptor/Host/PI Name: Title: Signature: _____ Date: _____	Name: Title: Address Signature: _____ Date: _____ Name: Title: Address Signature: _____ Date: _____

For A University Medical Group Student Experience <u>For the Agency</u> Please indicate full Address below:	<u>For the Affiliating Agency</u> Please indicate full Address below:
Name: Denis Lafreniere, M.D. Title: Medical Director UConn Medical Group Signature: _____ Date: _____ Preceptor/Host/PI Name: Title: Signature: _____ Date: _____	Name: Title: Address Signature: _____ Date: _____ Name: Title: Address Signature: _____ Date: _____

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

For A Institutional Support Student Experience For the Agency Please indicate full Address below:	<u>For the Affiliating Agency</u> Please indicate full Address below:
Name: Carolle Andrews Title: Chief Administrative Officer Signature: _____ Date: _____ Preceptor/Host/PI Name: Title: Signature: _____ Date: _____	Name: Title: Address 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, 5/10, 8/10, 11/10, 5/11, 9/11, 11/11, 5/12, 5/13, 10/13, 2/14, 5/14, 5/15, 11/15