



DIVISION OF STUDENT AFFAIRS
UNIVERSITY OF CONNECTICUT
Affiliation Agreement

This Affiliation Agreement (herein “the Agreement”), effective _____, 2008, is entered into between the University of Connecticut Student Health Services (herein “SHS”) and [Out-of-State Institution] (herein “University.”). In consideration of the promises and the mutual covenants, agreements and undertakings hereinafter set forth, it is hereby AGREED:

1. PHILOSOPHY, OBJECTIVE, NOTICE AND TERM OF THE AFFILIATION

1.1 Philosophy and Objectives of the Program. The objectives of the Program are to: 1) prepare Students for future employment and/or careers through job exposure and work experiences; 2) increase independent skills; and 3) increase knowledge of and access to community resources.

1.2 Planning of Program.

1.2.1 For courses that enroll Students who have not received a license as a registered nurse, the University shall be responsible for the planning, implementation, and execution of all educational aspects of the Students’ clinical experience.

1.2.2 For courses that enroll Students who have received a license as a registered nurse, the University shall be responsible for the planning of all educational aspects of the Students’ clinical experience. The implementation and execution of all educational aspects of the Students’ clinical experience shall be the collaborative responsibility of the University instructor (the “Faculty”) and an employee of the SHS who gives practical experience and training to the Student (the “Preceptor”).

1.3 Notice of Program. The University shall submit to the SHS, at least thirty (30) days prior to commencement of the Program, a description of the types of clinical experiences needed by the 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. The University shall inform the SHS as soon as practicable of any changes in information previously provided to the SHS regarding the Program.

1.4 Term, Amendment and Termination of Agreement. This Agreement shall be effective as of the date written above and continue in effect for one year, at which time both parties may renew the Agreement upon mutual written consent effectuated 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 SHS 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.

2. SHS RESPONSIBILITIES

2.1 Experience. The SHS will accept, on mutually agreed upon terms, Students from the University for clinical experience. The SHS shall provide the opportunity for qualified non-licensed Students to perform clinical work under the supervision of Faculty provided by the University in accordance with the terms of this

Agreement. The SHS shall be responsible for the supervision, instruction, grading, or education of the non-licensed Students, but shall at all times retain authority and responsibility for the delivery of patient care. Licensed Students will perform clinical work under the supervision of the Preceptor.

2.2 Equipment and Use of Facilities. The SHS shall provide equipment and supplies necessary for the administration of care by Students as determined by SHS.

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

2.4 Required In-services. The SHS will provide mandatory in-services to Students and Liaisons in advance of the first experience. Mandatory in-services will include general safety, infection control, blood borne pathogens, TB, fire safety, hazardous materials, and use of electrical equipment.

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

3. STUDENT/UNIVERSITY RESPONSIBILITIES

3.1 Insurance. During the term of this Agreement, the University shall maintain professional liability insurance in the amount of two million dollars (\$2,000,000) per occurrence for each of their respective students, staff, employees or agents who are participating in the clinical experience. The University will add SHS as an additional insured; submit proof of insurance through a certification of insurance that demonstrates policy limits.

3.2 Compliance with SHS Rules. University agrees to comply with all applicable federal, state and legal laws as well as with the rules and regulations of the SHS. The University will enforce Student compliance with any and all instructions of SHS personnel.

3.3 Confidential Information. The University will exercise its best efforts to safeguard any confidential material or information connected with the SHS or any of its patients. The University shall make reasonable efforts to enforce compliance by Students and Faculty with SHS policy on confidentiality.

3.4 Withdrawal of Students from the Program. In any situation in which, in the sole opinion of the SHS, a patient's welfare may be adversely affected and/or the student has violated federal, state, local law and/or the student has violated the SHS rules, the SHS may take immediate corrective measures including removing a student from a clinical assignment or requesting that a student leave a patient care area, without prior consultation with the University – but shall notify the University immediately thereafter of the action(s) taken and the reasons for the action(s) taken. The University shall withdraw any Student from the SHS and the Program due to health, performance, or other reasons if such Student's continued participation in the program is detrimental to the Student and/or SHS. In any other situation not involving violation of law or SHS policy and/or patient welfare in which a student is not performing satisfactorily in SHS's opinion, resolution shall involve mutual agreement of the Parties.

3.5 Health Insurance, Immunizations and Physical.

3.5.1 The University and the SHS agree that (i) it shall be the responsibility of the students to provide payment or adequate health insurance coverage prior to commencing his/her participation in the Program and that (ii) University and SHS agree that the SHS is not responsible for any Workers' Compensation or disability claim filed by a Student or Faculty, pursuant to Section 5.4 below.

3.5.2. The University will provide the SHS with evidence that Students and Faculty meet the Facilities requirements for immunization, which requirements include one poliomyelitis booster following immunization and tetanus booster within ten (10) years. The Students and Faculty are required to submit documentation of: 1) a varicella titer; 2) a positive titer for rubella, rubeola, Hepatitis B, or received the vaccine, or in the case of Hepatitis B, provide a written statement of refusal as required by the Facilities policy and; 3) annual PPD test (with chest X-ray for positive reaction). The University will provide the SHS with evidence that Students have completed a satisfactory physical exam.

4. SHARED RESPONSIBILITIES

4.1 Instruction and Supervision.

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

b. For students who do have a license as a registered nurse in the state where the SHS is located, the Faculty in cooperation with an identified Preceptor employed by the SHS or with privileges at the SHS will develop a plan of learning experiences. The Preceptor will provide day to day supervision and evaluation. The Faculty and Preceptor will jointly evaluate the Students' performance.

4.2 Evaluations. SHS personnel will consult at least once each year with the University's Department Head for the purpose of evaluating the Program at the SHS.

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

5. 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 SHS at the address set forth below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to SHS	If to _____
University of Connecticut	_____
Student Health Services	_____
231 Glenbrook Road, U-2011	_____
Storrs, CT 06269-2026	_____
Attn: _____	Attn: _____

5.2 Prohibition Against Assignment. This Agreement may not be assigned by either party.

5.3 Accommodations for Persons with Disabilities. The University of Connecticut will make a reasonable accommodation to the physical or mental limitations of students with disabilities. Students who are seeking an accommodation are solely responsible for identifying themselves in a timely manner. Students seeking an accommodation should contact the Center for Students with Disabilities.

Center for Students with Disabilities
233 Glenbrook Road, Unit 4174
Wilbur Cross Building, Room 201

Storrs, CT 06269-4174
Voice: 860-486-2020
TDD: 860-486-2077
Fax: 860-486-4412

5.4 Worker's Compensation. University and SHS agree that the SHS is not responsible for any Workers' Compensation or disability claim filed by a Student or Faculty. The SHS and the University agree that the students are not employees of the SHS or 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 SHS and the University shall indemnify each other for their own employees' withholding taxes, Workers' Compensation, and other employment-related taxes.

6. REQUIRED PROVISIONS - STATE OF CONNECTICUT

6.1. The University of Connecticut is authorized to enter this Agreement under provisions of Sections 10a-104 and 10a-108 of the General Statutes of the State of Connecticut.

6.2 Claims. The University 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 University 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.

6.3 Indemnification. The University shall indemnify and hold harmless the SHS and the State of Connecticut, including any agency or official of the State of Connecticut from, and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from its negligent acts or omissions in connection with the performance of this Agreement.

6.4 Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.

6.5 Nondiscrimination. This Agreement is exempt from the requirement of mandatory state nondiscrimination contracting language pursuant to a CHRO Opinion letter, dated September 11, 2007, exempting all contracts between UConn and out-of-state facilities used for the purpose of student affiliation agreements.

6.6 Governors' Executive Orders 3, 17, 16 and 7C. For the purpose of this Section the word "Parties" is substituted for and has the same meaning and effect as if it read "SHS and University" and the word "University" is substituted and has the same meaning and effect as if it read "SHS".

This Agreement is subject to the provisions of **Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971**, and, as such, this Agreement may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The Parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The University agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

This Agreement is subject to the provisions of **Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973**, and, as such, this Agreement may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The Parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

This Agreement is subject to the provisions of **Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999**, and, as such, the Agreement may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. Sixteen. The Parties to this Agreement, as part of the consideration hereof, agree that

(a) The University shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in (b):

(b) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

(c) The University shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site.

(d) The University shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The University shall insure and require that all employees are aware of such work rules.

(e) The University agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain provisions (a) through (d) of this Section.

This Agreement is subject to the provisions of **Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006**. The Parties to this Contract, as part of the consideration hereof, agree that

(a) The State Contracting Standards Board ("Board") may review this contract and recommend to the state contracting agency termination of this contract for cause. The State contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means:

(1) A violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes or

(2) Wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

(b) For purposes of this Section, "contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to

recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.

6.7 Entire Agreement. This Agreement is the entire agreement between the SHS and the University and supersedes and rescinds all prior agreements relating to the subject matter hereof. The SHS indicates it has read and freely signed this Agreement, which shall take effect as a sealed instrument. The SHS further certifies that the terms of this agreement are legally binding and its duly authorized representative has signed this agreement after having carefully read and understood the same, of their own free will.

6.8 Power to Execute. The individual signing this Agreement on behalf of the University certifies that s/he has full authority to execute the same on behalf of the University and that this Agreement has been duly authorized, executed and delivered by the University and is binding upon the University in accordance with its terms.

IN WITNESS WHEREOF, the SHS and the University execute this Agreement as of the effective date first written above.

SHS:
(Insert name)

UNIVERSITY OF CONNECTICUT
Student Health Services

By:
(Print Name)

By:
(Print Name)

Title: _____

Title: _____

In-State Affiliation Agreement
Rev. June 5, 2009

EXHIBIT "A"
SEEC NOTICE FORM 11

NOTICE TO EXECUTIVE BRANCH STATE UNIVERSITIES AND PROSPECTIVE STATE UNIVERSITIES OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state Universities and prospective state Universities of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

No state University, prospective state University, principal of a state University or principal of a prospective state University, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

State Universities and prospective state Universities are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a University. Any state University or prospective state University which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state University, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state University, shall result in the contract described in the state contract solicitation not being awarded to the prospective state University, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State University Contribution Ban."