

**UNIVERSITY OF CONNECTICUT
NEAG SCHOOL OF EDUCATION**

CLINICAL AFFILIATION AGREEMENT

This Agreement entered into this _____ day of _____ by and between the NEAG SCHOOL OF EDUCATION at the University of Connecticut, Storrs, Connecticut 06269, herein known as the "The School" and

(Facility)

(Address)

herein known as the "Facility."

WHEREAS, The School and Facility desire to affiliate in a Clinical Education Program (Program) for the purpose of educating Neag School of Education Athletic Training students, and

WHEREAS, The School is authorized to enter this Agreement under provisions of Sections 10A-104 and 10A-108 of the General Statutes of the State of Connecticut

NOW, THEREFORE, the parties hereto agree as follows:

TERM AND TERMINATION OF AGREEMENT

1. This Agreement shall be effective as of the date written above written and continue in effect for one year, at which time both parties may renew the Agreement upon mutual written consent. Such renewal shall be conveyed in writing at least sixty (60) days prior to the end of the termination date.

NOTICE

2. The School shall submit to the Facility, 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 observe in the Program and all contact information for the Director of Entry-Level Athletic Training Education and Clinical Coordinator for the Athletic Training Education who oversees the clinical education program of the School.

CLAIMS

3A. The Facility agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or The School arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Facility 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.

3B. The School agrees to have each student complete a written waiver to the effect that the Facility is not responsible for loss or damage to student personal property while on Facility premises.

INDEMNIFICATION

4. Each party to the agreement assumes sole responsibility for any liabilities or claims that may be made by anyone for injuries to persons or damages to property resulting from the acts or omissions of the party, its employees or servants. Any claim against the University of Connecticut shall be filed with the State of Connecticut Commissioner of Claims, pursuant to Chapter 53 of the Connecticut General Statutes."

INSURANCE

5. During the term of this Agreement, the School shall maintain professional liability insurance covering each student for his or her acts or omissions while participating in student curriculum activity at the Facility.

INSTRUCTION & SUPERVISION

- 6A. The School will select the clinical students to be eligible for admission to the Facilities program, taking due cognizance of the preferences of the students and of the Facility. The number of students assigned and the inclusive dates of the assignment periods will be reached by mutual agreement.
- 6B. The Facility will provide a clinical instructor who is a board certified by a CAATE approved medical association (BOC, AMA, APTA, APAA, etc) within “Good Standing” and with at least one year of clinical experience. The clinical instructor will complete all necessary evaluations of students’ performance.
- 6C. Students will comply with Facility policies, rules, and regulations while participating in the educational program of that agency; and any student who violates these will be withdrawn by The School upon request of the Facility.
- 6D. The School will withdraw upon recommendations of the Agency any student who shall fail to meet the requirements of the educational program. In such a situation, withdrawal will occur after consultation involving the student, Director, Athletic Training Education and Director, Entry Level Athletic Training Education, representatives of the Facility, the School’s Department Head, And the Dean of the Neag School of Education. In the event that the problems cannot be resolved to the mutual satisfaction of the parties involved, the student may appeal to a representative from the Office of the Dean of the Neag School of Education.
- 6E. The Facility agrees not to utilize or expect students to perform service work or to engage them in employment before or during their clinical experience at the Facility.

APPEALS

7. The student has the right to appeal the decision of withdrawal by submitting a written request to the Associate Dean of the Neag School of Education.

UNIVERSITY LIAISON

8. The Clinical Coordinator of the Academic Program of the Neag School of Education of The School will act as Liaison between the Facility and the School. The Facility and the Program of the School will designate faculty to coordinate the program. Faculty from the Program of the Neag School of Education will communicate through telephone and on-site visits to consider questions and problems which may arise in connection with this affiliation. An on-site visit can be requested by either party as necessary.

GRADES

9. The faculty of the Program of The School is responsible for submitting final grades for student transcripts.

STUDENT EVALUATION

- 10A. The Facility is responsible for insuring that there is timely written documentation of the evaluation of the student.
- 10B. The Facility will provide whatever educational facilities, equipment and materials they deem feasible for the clinical education of student.

GOVERNING LAW

11. This agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.

TUITION FEES

12. The student is responsible for payment to The School of the usual Tuition and Fees as paid by all School students, and payment to the Facility of any fees charged by that Facility for the educational program, housing, and/or food.

STUDENT HEALTH CARE/PHYSICAL EXAMINATIONS

- 13A. The School will require students to undergo health examinations prior to the time of their clinical assignment in accordance with the policies of the University Health Services.
- 13B. The School will insure that students will carry a Health Insurance Plan while participating in the Program. The minimum coverage shall be that as stated in policy for students of The School.
- 13C. Any medical expenses incurred by the student while participating in the Program of the Facility will be assumed by that student.

REQUIRED STATE LANGUAGE

14. NON-DISCRIMINATION:

Contractor agrees to comply with the provisions of Sec. 4a-60 of the Connecticut General Statutes:

Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

a. For the purposes of this section, "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 Conn. Gen. Stat. subsection 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. For purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities. For purposes of this Section, "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.

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, mental retardation 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, 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 Conn. Gen. Stat. subsections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. subsections 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 they relate to the provisions of this section and section 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 Conn. Gen. Stat. subsection 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. The Contractor agrees to follow these provisions: The contractor agrees and warrants that in the performance of the agreement 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; 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; 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 of the general statutes; 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 of the general statutes.

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 Section 46a-56 of the general statutes; 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.

Contractor agrees to comply with the provisions of Sec. 4a-60a of the Connecticut General Statutes:

(a) The Contractor agrees to the following provisions: (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 advising the labor union or worker's 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 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) of the General Statutes

(b) 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 related to the provisions of this section and section (46a-56). If the contract is a public works contract, the Contractor agrees and warrants that they will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. (c) The Contractor shall include the provisions of subsection (a) 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 the subcontractor, vendor or manufacturer unless exempted by regulations or orders of the

Commission. The contractor shall take such action with respect to any 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.

EXECUTIVE ORDERS:

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

(e) The CONTRACTOR 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.

c. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment _ [SEEC Form 11].

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

Facility: _____
(School)

Signature: _____

Name: _____

Title: _____
(Athletic Director, Vice/Principle)

Facility: _____
(Clinic, Hospital)

Signature: _____

Name: _____

Title: _____
(Business Manager/ Owner)

Facility: University of Connecticut – Neag School of Education

Signature: _____

Name: Thomas DeFranco

Title: Dean

AGENCY CERTIFICATION

I _____ certify that I am the _____
(Attestor)* (Title)

of the Contractor named under this document; that _____ who
signed

(Athletic Director, Vice/ Principle, Business Manager **Name**)

this document on behalf of said Contractor was then the _____
(Athletic Director, Vice/ Principle, Business Manager **Title**)

of said Contractor; that said document was duly signed for and on behalf of said contractor by authority of its governing
body

and is within the scope of its legal powers. IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of
said

Contractor this _____ day of _____.

(Attestor signature)

Name

Title

***Note: Please note the attestor is the individual at this clinical site who verifies the name, title and signature of the contractor signing this document.**