

STUDENT EDUCATIONAL AFFILIATION AGREEMENT FOR RN TO BSN

This AGREEMENT entered into this 2nd day of October 2019 by and between the UNIVERSITY OF BRIDGEPORT, a specially chartered nonstock corporation with an office at 126 Park Avenue, Bridgeport, Connecticut (hereinafter referred to as the "University") and Norwalk Community College located at 188 Richards Ave, Norwalk Ct 06854, (hereinafter referred to as the "Facility").

WHEREAS, University has a program which provides education and training for Registered Nurses ("Students") to obtain a Baccalaureate Degree;

WHEREAS, Facility is willing to offer Students experience and instruction to facilitate their educational program;

WHEREAS, the University and Facility have agreed that the University shall plan the educational aspects of the program (hereafter "Program") and the Facility will retain responsibilities for its services and/or patient care;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, the parties hereto agree as follows:

ARTICLE I UNIVERSITY RESPONSIBILITIES

§1.01. Curriculum Planning and Execution. The above-described Program will permit Students who have completed certain required courses to gain experience at the Facility. The University shall be responsible for the educational planning and evaluation of the Student's experience at the Facility.

§1.02. Faculty Liaison. The University shall assign Faculty member(s) ("Faculty") to serve as liaison with the Facility with regard to the Students' experience. The Faculty will interpret the educational goals of the Program and the Students' needs as relates to his or her experience at Facility. The Faculty shall be responsible for evaluating Students' progress in the Program and assigning grades.

§1.03. Background Screening. The University will cooperate with Facility requirements and procedures for Student background checks and will notify Students that Facility may refuse to accept a Student based upon result of background check.

§1.04. Relationship of Students and Faculty to Facility. The University agrees that under no circumstances is any Student or Faculty an employee of the Facility. Notwithstanding the foregoing, the Students, when engaged at the Facility in this Program shall be considered members of the Facility's workforce (as 45 CFR 160.103 defines a workforce) solely for the purpose of defining the Students' role in relation to using and disclosing the Facility's Personal Health Information in compliance with HIPAA. No student or Faculty of the University shall receive or be entitled to receive any compensation from the Facility in connection therewith. With regard to Faculty, the

University shall be exclusively responsible for the payment of all wages and any benefits and shall be exclusively responsible for the filing of all necessary documents, forms and returns pertinent thereto.

§1.05. Records and Reports. The University shall keep all records and reports regarding the Student's progress and participation in the Program, and the University shall not be entitled to examine any patient charts or other Facility records without the express written consent of the Facility.

§1.06. Health Records of Students. Upon request of the Facility, the University will request that the student provide evidence of a recent physical examination, testing for tuberculosis, testing for any other diseases that Facility may require, and list of current immunizations, and will provide the foregoing documentation to Facility.

§1.07. Confidentiality. The University will provide training to Students and instruct them to comply at all times with Facility's policies pertaining to the Health Insurance Portability and Accessibility Act of 1996, as amended, and the regulations promulgated thereunder. The University will instruct Faculty to comply with the Facility's confidentiality policies.

§1.08. Medical Care and Treatment. The University shall be responsible for informing all Students to be enrolled in the Program that they shall be individually responsible for their own medical care and treatment, except to the extent any emergency care may be provided by Facility at Student's expense.

§1.09. Indemnification. The University shall indemnify and hold the Facility harmless up to the limits of its insurance coverage from any material breach of this Agreement and from any and all loss, cost or expense incurred by the Facility in connection with any negligent or willful acts or omissions by University while engaged in the Program, including, without limiting the generality thereof, any claims paid or expenses incurred in connection with the defense of any claim that may be made against the Facility with respect to any such acts or omissions, including any attorneys' fees incurred in connection therewith.

§1.10. Insurance. The University will provide for each student in the Program and Faculty member's malpractice insurance, with coverage in the minimum amount of \$1,000,000 per occurrence and \$3,000,000 aggregate and upon request will provide Facility with evidence of such coverage before the start of the Program

ARTICLE II FACILITY RESPONSIBILITIES

§2.01. Assignment of Preceptor and Scheduling. The Facility shall make available to Students, under the supervision of a Preceptor assigned by Facility, assigned elected learning experiences in nursing as prescribed by the objectives of the University's

curriculum plan. The Facility shall coordinate scheduling with the Student in accordance with the Facility's needs.

§2.02. Assignment of Preceptor. The Facility shall designate one or more qualified registered nurse(s) with minimum baccalaureate degree and two years' experience to serve as preceptor for a Student and to facilitate and guide the Student's learning experience in accordance with criteria developed by University. The Preceptor will submit documentation of credentials upon request of University. Notwithstanding the foregoing, the Faculty will continue to monitor Student progress and performance, and be responsible for assignment of Student grades.

§2.03. Patient Care and Safety. The Facility shall retain ultimate responsibility for its services and for the safety, treatment and care of all patients.

§2.04. Background Screening. The Facility shall notify the Student of any background screening it requires of Students and shall agree upon a schedule and procedures for accomplishing same in a timely manner. The Facility reserves the right to decline to accept any Student based upon background screening result consistent with applicable law.

§2.05. Removal of Students. The Facility shall have the right to remove any Student if he/she proves unacceptable to the Facility for reasons of health or patient safety, inadequacy of performance, or violation of Facility rules and regulations by notifying the Dean of the School of Nursing in writing. The Facility will promptly notify the Dean of the School of Nursing regarding any concerns regarding any Student.

§2.06. Orientation. The Facility shall provide an orientation of Facility policies and procedures, or shall make copies of policies and procedures available to Students.

§2.07. Emergency Medical Care and Treatment. The Facility shall be responsible for providing or arranging emergency medical care and treatment, in the event a Student suffers an injury or illness at the Facility requiring immediate care.

§2.08. Indemnification. The Facility shall indemnify and hold University harmless from any material breach of this Agreement and from any and all loss, cost or expense incurred by the University, its employees, students or agents, in connection with any negligent or willful acts or omissions by Facility or any of the Facility's employees or agents, including, without limiting the generality thereof, any claims paid or expenses incurred in connection with the defense of any claim that may be made against the University, its employees, Students or agents, with respect to any such acts or omissions, including any attorneys' fees incurred in connection therewith. The provisions of this Section 2.08 shall survive the termination of this Agreement.

§2.09. Insurance. The Facility shall maintain and upon request shall provide University with evidence of general liability and malpractice insurance covering Facility and/or its employees or other agents in reasonable amounts before the start of the Program. The provisions of this Section 2.09 shall survive the termination of this Agreement.

ARTICLE III
GENERAL PROVISIONS

§3.01. **Effective Date.** This Agreement shall become effective upon signing and shall remain in effect until terminated by either party in accordance with Section 3.04.

§3.02. **Amendments.** This Agreement may not be modified or amended except by written agreement signed by both parties.

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

§3.04. **Termination.** This Agreement may be terminated by either party upon written notice to the other at least ninety (90) days prior to the effective date of termination; provided, however, that every effort will be made to allow any Student already assigned to complete his or her clinical experience at Facility.

§3.05. **Notices.** Any communication required to be given under this Agreement shall be in writing addressed to the parties as set forth below:

Facility:

Norwalk Community College
188 Richards Ave
Norwalk CT 06604

University:

Stephen Healey, PhD, Provost University of Bridgeport
Wahlstrom Library, Room 726
126 Park Avenue
Bridgeport, CT 06604
ATTN: Lillian Nash, Executive Secretary
nash@bridgeport.edu

§3.06. **Non-discrimination.** The Facility warrants that in performing this Agreement, it will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, gender, sexual orientation, genetic information or national origin in any manner prohibited by the laws of the United States or applicable state law.

§3.07. **Compliance with Law:** The parties agree to comply with all applicable state and federal laws and regulations, including, without limitation, any applicable provisions of 20 USC 1232g, commonly referred to as the Family Educational Right to Privacy Act or FERPA (hereinafter "FERPA"). To the extent to which the Facility

obtains or creates educational records of the Students, the Facility shall comply with FERPA in handling such records.

§3.08. Confidential Information. The University and Facility both recognize that in participating in the Program, it may be privy to confidential information of the other party to which it would not otherwise be exposed (the "Confidential Information"). Confidential Information shall not include any information generally available to the public other than as a result of a disclosure caused by the breach of this provision. At all times during the term of this Agreement and thereafter, both parties shall hold the Confidential Information in strictest confidence and not disclose it to any person, except and only insofar as: (i) may be necessary for required financial or tax reporting purposes; (ii) to a legal or financial consultant retained by a party, provided such legal or financial consultant agrees in advance to be bound by the confidentiality provisions of this Agreement; (iii) is required by law, judicial process or order, provided that prior to any disclosure compelled by force of law or judicial process, the disclosing party shall provide the other party with timely notice, in writing, of the requested disclosure and a reasonable opportunity to object to such disclosure; (iv) as is required by a licensing or accrediting body and (v) as may be necessary to enforce the provisions of this Agreement.

§3.09 Severability. If any portion of this Agreement shall be held to violate any law or regulation, the invalidity of such specific provision shall not invalidate any other provision of this Agreement which shall remain in full force and effect and the parties shall nevertheless exercise their best efforts to accommodate this Agreement to such provisions of law or regulations and to thereby effectuate the terms and intent of this Agreement in compliance with the requirements of law and regulation.

§3.11 Governing Law. This Agreement shall be governed by the laws of the State of Connecticut.

IN WITNESS WHEREOF, the parties named herein have caused this Agreement to be executed by their duly authorized representatives.

FACILITY

By: Carol [Signature]
Title: Interim Director Nursing + Allied Health
Date: 10-3-19

UNIVERSITY OF BRIDGEPORT

By: [Signature] 11/8/2019
Title: **Stephen Healey, Ph.D.**
Provost and Vice President
Date: **for Academic Affairs.**
University of Bridgeport