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CITY OF DANBURY
HEALTH & HUMAN SERVICES DEPARTMENT
155 DEER HILL AVENUE, DANBURY, CONNECTICUT 06810

Central Health Office
203 - 797-4625
Fax 796-1596

Social Services Office
203 - 797-4569
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Mayor Mark D. Boughton
City Council
155 Deer Hill Avenue
Danbury, CT 06810

March 30, 2010

Re: Student Education Affiliation Agreement, WCSU

Dear Mayor Boughton and Members of the City Council:

The Health & Human Services Department requests that City Council review and approve the attached Resolution that allows the City of Danbury to enter into collaboration with Western Connecticut State University (WCSU). The attached Student Education Affiliation Agreement (SEAA) would provide WCSU students access to work with clients at the Homeless Shelter and provide WCSU supervised clinical field work experience as part of their instruction and education program. This agreement would provide valuable clinical services for our clients as well.

The SEAA was developed in collaboration with WCSU and the City of Danbury Corporation Council's office. If you have any questions please do not hesitate to call me at 797-4625.

Sincerely,



Scott T. LeRoy MPH, MS
Director of Health & Human Services



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A.D. 2010

RESOLVED BY THE CITY COUNCIL OF THE CITY OF DANBURY

WHEREAS, The City of Danbury ("City") and Western Connecticut State University ("WCSU") wish to enter into a Student Education Affiliation Agreement; and

WHEREAS, the City recognizes that WCSU desires to provide supervised clinical or other fieldwork experience and instruction as part of its educational program; and

WHEREAS, the City, in the interest of furthering the educational objectives of WCSU, desires to make its facility at 41 New Street available to WCSU students for such educational experience; and

WHEREAS, the Agreement contains terms and conditions which make such educational experience available to WCSU students.

NOW THEREFORE, BE IT RESOLVED THAT the City through its City Council, hereby authorizes Mayor Mark D. Boughton to execute the Student Education Affiliation Agreement and related documents and furthermore to take all such actions necessary for the accomplishment of the purposes hereof.

STUDENT EDUCATION AFFILIATION AGREEMENT

This Student Education Affiliation Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2010, by and between Western Connecticut State University, located at 181 White St., Danbury, CT (hereinafter the "School") and the City of Danbury, Health & Human Services Department, located at 155 Deer Hill Avenue (hereinafter the "Institution" or the "contractor").

WHEREAS, the School desires to provide supervised clinical or other fieldwork experience and instruction as part of its education program for its students (the "Students"); and

WHEREAS, the Institution, in the interest of furthering the educational objectives of the School, desires to make its facilities at 41 New Street available to the Students for such experience; and

WHEREAS, the School is authorized to enter into this Agreement pursuant to Section 10a-89 of the Connecticut General Statutes;

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

1. **Clinical Experience:** The Institution shall accept, in accordance with the terms of this agreement, Students from the School for participation in a clinical experience (the "Program"). The Institution shall provide the opportunity for qualified Students to perform clinical work under the supervision of a preceptor to be provided by the School (the "Preceptor") in accordance with the terms of this Agreement.
2. **Planning of Education Program:** The School shall be responsible for the planning, implementation, and execution of all educational aspects of the Program including the requirements for matriculation, promotion and graduation.
3. **Philosophy and Objectives of the Program:** The School shall convey to the Institution's personnel information about the philosophy and objectives of the Program.
4. **Instruction and Supervision:** The Preceptor shall be responsible for planning and implementing individual Student assignments, for supervising Students while performing those assignments and for evaluating Student performance in accordance with criteria developed by the School. The School shall provide faculty for the purpose of tracking Student progress and for consultation with the Institution as necessary (the "Faculty"). The Faculty shall be solely responsible for assigning final course grades to the Students.

The Institution shall assist with the planning and implementation of clinical assignments, in consultation with representatives of the School. The Institution shall maintain administrative and professional supervision of the Students insofar as their

presence affects the operation of the Institution and/or the direct or indirect care of clients and shall retain at all times the authority and responsibility for the delivery of client care.

5. Notification of Program Requirements: The School shall submit to the Institution, at least thirty (30) days prior to commencement of the Program, a description of the types of clinical experiences needed, 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 School shall inform the Institution as soon as practicable of any changes in information previously provided to the Institution regarding the Program.

6. Orientation for Faculty and Students: The Institution shall provide orientation for Faculty regarding those Institution policies, procedures, and rules with which Faculty and Students must comply, as well as copies of administrative guidelines, procedures and other information deemed essential to the conduct of the clinical assignment. The Faculty, in turn, shall provide such orientation and materials to the Students.

7. Compliance with the Institution's Rules by Students and Faculty: The School shall instruct its Students and Faculty to comply with all rules and regulations of the Institution. Upon the Institution's request, the School shall promptly withdraw from participation in the Program any Student or any member of the Faculty who fails to comply with the Institution's rules and regulations.

8. Confidential Information: The School shall advise its Students and Faculty of their obligation to comply with the Institution's policies regarding the safeguarding of confidential information and advise them not to disclose any confidential material or information connected with the Institution or any of its clients in violation of such policies.

9. Withdrawal of Students from the Program: The School shall withdraw any Student from the Program due to health, performance, or other reasons if, in the opinion of the Institution, such Student's continued participation in the Program is detrimental to the Student and/or any client of the Institution.

10. Equipment and Use of Facilities: The Institution shall provide equipment and supplies necessary for the administration of care by the Students, space for conferences connected with the Students' clinical instruction, if available, and locker room or equivalent space for use by Students and Faculty, if available. The School shall provide a privacy screen for use by the Students while participating in the Program.

11. Emergency Medical Care: The School understands and acknowledges that medical care will not be available for Students and Faculty at the 41 New Street facility and that emergency medical care shall be provided to Students and/or Faculty who become ill or who are injured while on duty at the Institution by calling for emergency services. The School further understands and acknowledges that the cost of such care shall be the responsibility of the individual receiving it.

12. Insurance: During the term of this agreement, the School shall maintain professional liability insurance covering each Student and Faculty member for his or her acts or omissions while participating in student curriculum activity at the Institution.

13. Evaluations: Appropriate Institution personnel shall meet at least once each year with the School's Program department head for the purpose of evaluating the Program.

14. Accommodations for Persons with Disabilities: In the event that a Student or member of the Faculty requests accommodations for a disability in addition to those accommodations that are then available at the Institution, if the School determines that such additional accommodations should be provided, the School shall be responsible for making any arrangements necessary to provide those additional accommodations.

15. 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 in accordance with Section 19 hereof.

16. Students and Faculty Not Employees or Agents: The parties hereby acknowledge and agree that neither the Students nor the Faculty shall be considered employees or agents of the Institution.

17. 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 of this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.

18. Claims Against the State: The Institution 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 Institution further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

19. 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 Institution or the School at the address set forth below. The notice shall be effective on the date of delivery indicated on the return receipt.

If to the Institution:

Attention: Scott LeRoy, MPH, MS
Director of Health
Danbury Health and Human Services Department
155 Deer Hill Ave.
Danbury, Connecticut.

If to the School:

Attention: Karen Crouse
Chair – Nursing Department
Western Connecticut State University
181 White Street
Danbury, Connecticut 06810.

20. Prohibition Against Assignment: Neither this Agreement nor any right or obligation of either party hereunder may be assigned without the prior written consent of the other party.

21. Non-Discrimination: References in this section to the "contract" shall mean this Agreement.

(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 sections (a) and (b) 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).

22. Executive Orders Nos. 3, 17, 16, and 7C: This Agreement is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, all of which are incorporated into and are made a part of this Agreement as if they had been fully set forth in it.

23. Entire Agreement and Amendment: This Agreement is the entire agreement between the 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.

CITY OF DANBURY

By: _____

Its: _____

Date: _____

WESTERN CONNECTICUT STATE UNIVERSITY

By: _____

Its: _____

Date: _____