



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
Fax 797-4566

July 10, 2013

Mayor Mark D. Boughton
City Council
155 Dee Hill Ave
Danbury, CT 06810

Re: Student Affiliation Agreement with WCSU

Dear Mayor Boughton and Members of the City Council:

The Health & Human Services Department requests that City Council 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 student's 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 SCSU and the City of Danbury Corporation Council's Office. If you have any questions please do not hesitate to call me at 203-797-4625.

Sincerely,


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

All City Services 311
Eviction Prevention 797-4565
Information-Referral 797-4569

Dial 2-1-1 for all
Connecticut Services!

Emergency Shelter 796-1661
Em. Shelter Fax 796-1660
WIC Program 797-4638



RESOLUTION

CITY OF DANBURY, STATE OF CONNECTICUT

_____ A.D. 2013

RESOLVED BY THE CITY COUNCIL OF THE CITY OF DANBURY

WHEREAS, The City of Danbury ("City") and Western Connecticut State University ("WCSU") wish to renew 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 continue 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 for a new period of three (3) years, a 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 1st day of July, 2013, by and between Western Connecticut State University, having an address at 181 White Street, Danbury, CT 06810 (hereinafter the "University"), and Danbury Health/Human Serv, with a principal place of business at 155 Deer Hill Av, Danbury, CT, 06810 (hereinafter the "Institution" or the "Contractor").

WHEREAS, the University offers a program in nursing leading to awarding of bachelors and masters degrees; and

WHEREAS, the University desires to provide supervised clinical experience and instruction to its nursing students (hereinafter the "Students"); and

WHEREAS, the Institution, in the interest of furthering the educational objectives of the University, desires to make its facilities available to the Students for such experience and instruction; and

WHEREAS, the University is authorized to enter into the 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. Term and Termination of Agreement. This Agreement shall become effective only as of the date of signature by the Agency's authorized officials and, where applicable the date of approval by the Office of the Attorney General (OAG) or the date first written above, whichever is later, and shall continue in effect for 3 years. Thereafter, if permitted by law, this Agreement may be renewed for successive one-year terms by the mutual written consent of the parties, and where applicable the OAG. Either party may terminate this Agreement at any time without cause by giving thirty (30) days' written notice to the other party.

2. Clinical or Fieldwork Experience. The Institution shall provide the opportunity for qualified Students of the University to perform clinical work under the supervision of faculty provided by the University in accordance with section 5 (Instruction and Supervision) of this Agreement (hereinafter the "Clinical Program"). The Institution shall not be responsible for the supervision, instruction, grading, or education of the Students but shall at all times retain authority and responsibility for the delivery of patient care.

3. Planning of Educational Program. The University shall be responsible for the planning, implementation and execution of all educational aspects of its nursing program, including the Students' clinical nursing experience and instruction and the requirements for matriculation, promotion and graduation.

9-3

4. Philosophy and Objectives of the Clinical Program. The University will convey to Institution personnel information about the philosophy and objectives of the Clinical Program.

5. Instruction and Supervision. The University shall provide faculty personnel (hereinafter the "Faculty") who will coordinate the teaching and supervision of Students assigned to the Institution. Faculty shall collaborate with the Institution to plan and implement individual Student assignments. Faculty may consult with Institution personnel as appropriate in conducting evaluations of Student performance. The Institution shall be responsible for assigning Students to clinical areas and patients.

OR (if a preceptor is to be provided)

The Institution shall provide an individual preceptor (hereinafter the "Preceptor") who shall be responsible for planning and implementing individual Student Assignments, and for evaluating Student performance in accordance with criteria developed by the University. The University shall provide faculty (hereinafter the "Faculty") for the purpose of tracking Student progress and for consultation with the Institution, as necessary. The Faculty shall be solely responsible for assigning final course grades to the Students.

6. Notification of Program Requirements. The University shall submit to the Institution at least thirty (30) days prior to commencement of the Clinical Program a description of the types of clinical experiences needed, the dates during which such experiences will be needed, and the number of Students expected to participate in the Clinical Program. The University shall inform the Institution as soon as practicable of any changes in information previously provided to the Institution regarding the Clinical Program.

7. Equipment and Use of Facilities. The Institution shall provide equipment and supplies necessary for the administration of care by the Students, suitable space for conferences connected with the Students' clinical instruction, and locker rooms or equivalent space for use by Students and Faculty. Students and Faculty may use the Institution's cafeteria during their clinical experience at their own expense.

8. Orientation for Faculty and Students. The Institution shall provide orientation for Faculty regarding relevant Institution information, including policies, procedures, and rules with which Faculty and Students must comply. The University shall provide such orientation to Students.

9. Compliance with the Institution Rules. The University will instruct its Students and Faculty to comply with all rules and regulations of the Institution. Upon the Institution's request, the University shall withdraw from the Clinical Program any Student or Faculty member who fails to comply with the Institution's rules and regulations.

10. Confidential Information. The University will instruct Students, Faculty, and University personnel not to disclose any confidential material or information connected with the Institution or any of its patients.

The University recognizes and acknowledges that by participation of students and/or faculty in the Clinical Program at the Institution, the University, its employees or agents, shall have access to the protected health information of the Institution's patients, as defined by the HIPAA Privacy Rule (42 CFA Parts 160 and 164)(hereinafter "Privacy Rule"). The University will advise the Students that they will be expected to comply with all of the Institution's policies relating to confidentiality, privacy and security, complete any training required by the Institution related thereto, and, if requested by the Institution, sign a confidentiality agreement.

The parties agree that the Students will be considered to be part of the Institution's "workforce," as defined by the Privacy Rule, for purposes of accessing, using or disclosing PHI while participating in the Clinical Program. The parties further agree that this "workforce" designation shall be solely for purposes of complying with Privacy Rule requirements and will not create any type of agency or employee relationship between the Student and Institution. Any and all provisions in this Agreement related to the independent status of participating students remain in full force and effect.

11. Withdrawal of Students from the Clinical Program. The University shall withdraw a Student from the Clinical Program at the Institution upon the request of the Institution if the Institution determines that because of health, performance, or other reasons such Student's continued participation in the Clinical Program is detrimental to the Student and/or any patient of the Institution.

12. Required In-Service Training. The University shall provide the Institution with evidence of mandatory in-service training having been provided to Students and Faculty in advance of the first clinical experience. Mandatory in-service training will address general safety, infection control, OSHA regulations, blood borne pathogens, TB, fire safety, hazardous materials, and the use of electrical equipment.

13. Immunizations and Physical Examination. The University shall advise its Students and Faculty that they will be required to provide the Institution with evidence that they meet the Institution's requirements for immunization, which requirements include rubella, history of measles or blood titer, annual PPD test, history of chicken pox or blood titer, and tetanus booster within ten (10) years. In addition, the University shall advise its Students and Faculty that they will be required to provide the Institution with evidence that they have received the hepatitis B vaccine or provide a written statement of refusal as required by Institution policy. The University shall further advise its Students that they will be required to provide the Institution with evidence that they have completed a satisfactory physical examination. The Institution may refuse to accept into the Clinical Program any Student for which evidence of completion of a satisfactory physical exam is not provided.

OR (if the preceding is unacceptable to the Institution)

The University represents to the Institution that it has been provided documentation by each Student participating in the Clinical Program which indicates that the Student has undergone a physical examination by a licensed physician and has had immunization for rubella, history of measles or blood titer, annual PPD test, history of chicken pox or blood titer, tetanus booster

within ten (10) years and hepatitis B vaccine (or provided a written statement of refusal as required by Institution policy). The University understands that the Institution may refuse to accept for participation in the Clinical Program any Student for which evidence of completion of a physical examination acceptable to the Institution is not provided.

14. Background Checks: The University shall advise its Students that they will have to undergo a criminal background check before commencing the Clinical Program at the Institution. The Institution understands and agrees that the criminal background checks will be performed by Employers Reference Source, Inc. ("ERS"), a contractor engaged by the Connecticut League for Nursing ("CLN"), or subsequent contractor, and that the results thereof will be shared by the CLN directly with the Institution. The Institution further understands and agrees that the background check performed by ERS on each Student will consist of the following:

- Social Security number verification;
- Search of criminal records maintained in the State of Connecticut;
- Search of criminal records maintained in any state in which the Student has lived during the past five (5) years;
- Search of criminal records maintained by the federal government;
- Search of records maintained by the Office of the Inspector General; and
- A Homeland Security Search.

The University understands and agrees that the Institution may refuse to accept into the Clinical Program any Student on the basis of the result of his or her criminal background check.

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

16. Insurance. The University shall provide for each Student comprehensive general liability and malpractice insurance in an amount satisfactory to the Institution. The University agrees to be responsible for the negligence of its Faculty and Students in accordance with and to the extent by the provisions of Chapter 53 of the Connecticut General Statutes.

17. Evaluations. Appropriate Institution personnel shall meet at least once each year with the head of the University's nursing program for the purpose of evaluating the Clinical Program.

18. Student Education Records: The Institution acknowledges that it may be given access to education records in the course of performing its obligations pursuant to this Agreement. The Institution acknowledges that such information is subject to the Family Educational Rights and Privacy Act ("FERPA") and agrees that it will utilize such information only to perform the services required by this Agreement and for no other purpose. The Institution further agrees that it will not disclose such information to any third party without the prior written consent of the student to whom such information relates.

19. Indemnification. The Institution shall indemnify and hold harmless the University, the State of Connecticut, and the Board of Trustees for the Connecticut State University System from and against all costs, claims, damages, and/or expenses, including reasonable attorney's fees, arising hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any intentional, reckless or negligent act or omission of the Institution or its employees, agents or subcontractors.

20. Students and Faculty Not Employees or Agents. Both the University and the Institution acknowledge that neither Students nor Faculty will be considered employees or agents of the Institution.

21. 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.

22. 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.

23. 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 University 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: Mark D. Boughton
Danbury Health/Human Serv
155 Deer Hill Av
Danbury, CT 06810

If to the University:

Attention: Dr. Catherine Rice, Chair
Department of Nursing
Western Connecticut State University
181 White Street
Danbury, CT 06810

24. Prohibition Against Assignment. This Agreement may not be assigned by either party without the prior written consent of the other party.

25. Accommodations for Persons with Disabilities. In the event that a Student, a Faculty member or another University employee requests accommodations for a disability beyond those accommodations that are currently available at the Institution, and provided that the University determines that such accommodations should be provided, the University shall be responsible for making any arrangements necessary to effectuate the additional accommodations.

26. 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.

EXECUTIVE ORDERS Nos. 3, 17, 16,

27. Executive Orders. This Agreement may be subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. 3 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. At the Contractor's request, the University shall provide a copy of these orders to the Contractor.

28. Sovereign Immunity. Notwithstanding any provisions to the contrary contained in this agreement, it is agreed and understood that the State of Connecticut shall not be construed to have waived any rights or defenses of sovereign immunity which it may have with respect to all matters arising out of this agreement.

29. Professional Standards. In rendering services under this Agreement, the Institution shall conform to high professional standards of work and business ethic. The Institution warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this Agreement, the Institution agrees to provide to the University in a good and faithful manner,