

EDUCATION AFFILIATION AGREEMENT
Between
SUNY BROOME COMMUNITY COLLEGE and
THE FONES SCHOOL OF DENTAL HYGIENE, UNIVERSITY OF BRIDGEPORT
For Internship Assignment at SUNY Broome Community College.

This AGREEMENT (the "Agreement") is made by and between the University of Bridgeport, Fones School of Dental Hygiene, located at 126 Park Avenue, Bridgeport, Connecticut, (hereinafter referred to as the "University") and SUNY Broome Community College (hereinafter referred to as the "Field Site"), located at P.O. Box 1017, Binghamton, NY 13902.

WHEREAS, the University desires to establish an internship experience as part of its education of students (whether one or more, hereinafter called the "Students") enrolled in its Bachelor of Science in Dental Hygiene program; and

WHEREAS, the Field Site, in the interest of furthering the educational objectives of the University, desires to serve as a site for the internship program;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth below, the parties agree as follows:

RESPONSIBILITIES OF THE UNIVERSITY:

It is agreed the University will:

1. Accept responsibility for the Student's academic preparation for this internship placement and to assign only those students who have satisfactorily completed the required course of study.
2. Request that each Student provide documentation of updated health and immunization status to minimize risk of infection to patients and dental personnel, in addition to other documents as required by the Field Site. Such documentation will be delivered directly by the Student to the Field Site prior to internship commencing.
3. Educate Student regarding his/her role at Field Site and of the general expectations that will be placed upon him/her. Expectations are as follows:
 - (a) To carry out daily assignments.
 - (b) To complete the assigned tasks, including after-hours responsibilities.
 - (c) To report on time each day of the scheduled assignment.
 - (d) To observe and follow all policies and regulations of Field Site and its affiliates.
4. Designate an education coordinator to work in conjunction with the supervisor designated by Field Site in the preparation prior to sending Students to Field Site; *e.g.*, determining the appropriate period of the internship assignment, and identifying the goals and objectives for the experience should be met through the planned internship.
5. Provide to Field Site at least six weeks' notice in the event cancellation of internship assignment is necessary.

6. Affirm and warrant upon request that it does not discriminate against any person or group of persons in any manner prohibited by the laws of the United States or of the State of Connecticut.
7. Upon request, provide an up-to-date written description of the curriculum and syllabus governing the internship assignment, in collaboration with input from Field Site.
8. Request and maintain documentation that participating Student maintain in good standing all licenses, certifications, permits and other approvals necessary to perform the obligations under this Agreement.
9. If appropriate and necessary, remove a Student from the Field Site at the Field Site's request, or if the University determines the Student is unsuitable to continue in the internship assignment.
10. Maintain for its student a policy of professional and general liability insurance, with a single limit of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate throughout his/her participation in the internship assignment. The University will provide Field Site upon request a certificate of insurance confirming the foregoing professional and general liability coverage prior to participation in the internship assignment and shall promptly notify the Field Site of any and all changes in insurance coverage.

RESPONSIBILITIES OF FIELD SITE:

It is agreed Field Site will:

1. Provide for the Students, insofar as possible, selected internship experiences designed to focus on and correlate with the theory and concepts acquired in their academic education in accordance with the terms of this Agreement. Field Site retains at all times the authority and responsibility for the delivery of patient care.
2. Provide the Student with necessary orientation, administrative guidelines, procedures, and other information deemed appropriate to the conduct of the internship assignment.
3. Maintain administrative and professional supervision/responsibility of Students insofar as their presence affects the operation of Field Site and/or the direct or indirect care of patients.
4. Communicate with the University when and if the Student is not meeting the expectations of the internship assignment.
5. Plan and implement internship assignments, as required by and in consultation with representatives of the University, and evaluate the performance of the Student in accordance with the criteria established by University, and in consultation with Faculty.
6. Provide to the University at least six weeks written notice prior to the internship assignment if cancellation is necessary.
7. Designate a Field Education Coordinator (the "Field Education Coordinator") who will act as a liaison with the University's education coordinator to prepare in advance of placing Students at the Field Site; *e.g.*, determining the appropriate period of the internship assignment, and striving to meet the goals and objectives for the experience.

8. Promptly notify University if a Student's performance is not meeting expectations or if there are any other problems.
9. Affirm and warrant upon request that it does not discriminate against any person or group of persons in any manner prohibited by the laws of the United States or of the State of Massachusetts.
10. The Field Site is self-insured. The Field Site will provide the University upon request a certificate of insurance confirming professional and general liability coverage prior to participation in the internship assignment and shall promptly notify the University of any and all changes in insurance coverage.

ADDITIONAL TERMS OF THE AGREEMENT:

1. Term: This Agreement shall be entered into on the first day of March, 2018 when executed by both parties for a period of two years and will be automatically renewed annually unless either party terminates in writing at least ninety (90) days in advance of the anniversary date of this Agreement.
2. Termination: If at any time either party wishes to terminate this Agreement without cause, a written notice must be submitted to the other party at least ninety (90) days prior to the date of the desired termination. Either party may terminate this Agreement at any time for cause by giving seven (7) days written notice to the party in breach of the Agreement. The Field Site may request in writing that a Student be immediately removed if it believes that that his or her participation under this Agreement may be putting the health and safety of Field Site's staff and participants at risk.
3. Modification: This Agreement may be revised or modified by written amendment signed by both parties.
4. Confidentiality: During and after the term of affiliation with Field Site, the University, including without limitation its Students and Faculty, will not directly or indirectly disclose or make available to any person, firm, corporation, association or other entity, for any reason or purpose whatsoever, or use or cause to be used in any manner adverse to the interests of Field Site, any medical, financial, administrative or other confidential business or patient information, including both open and closed patient records, except as required by law and to the extent such information is patient-identifiable, University may only use or disclose such information to the extent Field Site is permitted to do so.
5. Reasonable Accommodations: In the event that a student meets the requirements applicable to students set forth in the "responsibilities of the University" section of this Agreement, but nevertheless requires reasonable accommodation, the Field Site will assist the University in providing such reasonable accommodation provided that (i) it does not interrupt Field Site operations, (ii) there is no safety threat to patients, staff and other students, (iii) the University assumes any and all special costs whatsoever associated with the accommodation, and (iv) the University provides and pays for any personnel who must accompany the student or provide transportation.
6. Relationship of the Student to the Field Site: The Students participating in the internship assignment at Field Site shall not be considered employees or agents of Field Site. The Students shall not be eligible for any employee benefits of Field Site. Notwithstanding the foregoing, the Internship Students, when engaged at the Field Site as part of this

internship experience, shall be considered members of the Field Site'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 Field Site's protected health information in compliance with HIPAA.

7. Compliance with Law: Both parties shall perform their obligations under this Agreement in accordance with all applicable state, federal, and local laws, regulations, and ordinances, including the Family Educational Right to Privacy Act ("FERPA").

To the extent that the Field Site obtains or creates educational records of the Students, the Field Site shall comply with FERPA in handling such records.

The University shall direct Students to comply with the policies and procedures of the Field Site, including HIPAA. The Field Site shall retain sole responsibility for HIPAA training, compliance, and supervision, insofar as Students' direct and indirect care implicates administrative and professional HIPAA requirements.

8. Non-Assignment: This Agreement may not be assigned without the prior written consent of both parties.
9. Governing Law: This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Connecticut and any applicable Federal laws.
10. Notice: Notices given under this Agreement must be in writing and hand-delivered, sent by U.S. mail or overnight courier service to the following address :

If to the Field Site:

Maureen Hankin, RDH, MPH
Director, Dental Hygiene Department
SUNY Broome Community College
P.O. Box 1017
Binghamton, NY 13902

If to University:

Marcia Lorentzen, RDH, MSED, EdD
Dean, Fones School of Dental Hygiene
University of Bridgeport
60 Lafayette Street
Bridgeport, CT 06604

11. No Waiver: The waiver or breach of this Agreement shall not be considered a continuing waiver or a waiver of any subsequent breach of either the same or any other provision of this Agreement.
12. Indemnification for Negligent or Wrongful Acts or Omissions

Each party shall be responsible for its own acts and omissions and the acts and omissions of its employees, agents, officers, directors, and affiliates. A party shall not be liable for any claims, demands, actions, costs, expenses and liabilities, including reasonable attorneys' fees, which may arise in connection with the failure of the other party or its employees, officers, directors, agents or affiliates to perform any of their obligations under this Agreement.

13. Severability: If any term of this Agreement is found to unenforceable or contrary to law, it shall be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

14. Entire Agreement: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

SUNY Broome Community College

By: 

(Signature)

Printed Name: Francis Battisti, Ph.d

Title: EVP/CAO

Date _____

University of Bridgeport

By: 

(Signature)

Printed Name: Dr. Stephen Healey

Title: Provost

Date 8/15/18

Approved as to form

By 

BROOME COUNTY
ATTORNEY'S OFFICE