

UNIVERSITY OF BRIDGEPORT
Fones School of Dental Hygiene
FIELD SITE AFFILIATION AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into on this first day of August, 2018, by and between UNIVERSITY OF BRIDGEPORT, located at 60 Lafayette Street, Bridgeport, CT, 06604 and the SUNY BROOME COMMUNITY COLLEGE ("Field Site"), located at P.O. Box 1017, Binghamton, NY 13902.

RECITALS

WHEREAS, the University of Bridgeport seeks to partner with field sites for educational field experiences for the students enrolled in the Master of Science in Dental Hygiene program at the University of Bridgeport (the "Students");

WHEREAS, field experiences shall include the Field Site's student education program conducted at the Field Site ("Field Experience Program");

WHEREAS, the Field Site is willing to make available its educational and professional resources to such Students; and

WHEREAS, the school and the Field Site mutually desire to contribute to the education and professional growth of the University of Bridgeport Student.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth it is understood and agreed upon by the parties hereto, as follows:

I. TERM AND TERMINATION

This Agreement shall commence as of August __, 2018 and shall continue for a period of one (1) year (the "Initial Term"). Upon expiration of the Initial Term of this Agreement, this Agreement and the Term shall renew for successive one (1)-year periods (each a "Renewal Term"). Notwithstanding the foregoing, the sum of all Renewal Terms shall be limited to nine (9) years and either party may terminate this Agreement for any reason or no reason, upon thirty (30) calendar days' prior written notice to the other party. In the event of termination before any participating Student(s) has completed the then-current term, such Student(s) shall be permitted to complete the then-current term subject to the applicable terms of this Agreement, which shall survive until the date of such completion.

II. UNIVERSITY OF BRIDGEPORT RESPONSIBILITIES

A. University of Bridgeport shall be responsible for the assignment of Students to the Field Site. University of Bridgeport agrees to refer to the Field Site only those Students who have completed the required prerequisite course of study as determined by University of Bridgeport.

B. University of Bridgeport shall provide a Field Education Coordinator (the "Field Education Coordinator") who will act as a liaison between the school and the Field Site. The Field Education Coordinator will be responsible for maintaining communication with the Field Site including, but not limited to:

(1) Confirming any contact information for Student to the Field Site Program Coordinator, as defined below, prior to the Student assignment; and

(2) Supplying the Field Site, in writing, with information regarding the Student's current level of academic preparation as may be required by the Field Site.

C. University of Bridgeport shall provide an approved Instructor (the "Instructor") who will serve as the academic course instructor and field experience instructor for the educational experience. The Instructor will have responsibilities including, but not limited to:

(1) Communicating with the Preceptor relating to the Student's educational experience at the field site;

(2) Evaluating student academic and field work relating to the educational experience at the field site.

D. University of Bridgeport shall in writing provide the Field Site with information regarding the particular requirements relating to Field Experience Programs including required hours and supervision requirements.

E. University of Bridgeport maintains, and for the entire Initial Term and all Renewal Terms shall continue to maintain, professional liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate and general liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence.

III. FIELD SITE RESPONSIBILITIES

A. When available, the Field Site shall assign a staff member to serve as the coordinator for the Field Experience Program at the Field Site (the "Field Site Program Coordinator"). The Field Site Program Coordinator shall be responsible for:

(1) Planning and coordinating the education arrangements between the Field Site, the Student and University of Bridgeport;

(2) Serving as a liaison between the Field Site and University of Bridgeport; and

(3) Developing and administering an orientation program for Student which will familiarize the Student with the Field Site and all applicable policies and procedures.

B. The Field Site shall assign a qualified staff member having the appropriate and required credentials to serve as the preceptor (the "Preceptor") for each Student. The Field Site shall provide planned and regularly scheduled opportunities for educational supervision and consultation by the Preceptor. The Program requires supervision specifically by the Preceptor and may not be delegated. Preceptors are responsible for providing role modeling, direct patient supervision, professional interactions, and sharing expertise and experience. Preceptors are expected to voice concerns when student behaviors are in question or patient safety is of issue. Preceptors shall provide instruction and field services in accordance with the Field Experience dental hygiene program. The Preceptor shall work with the Instructor to review and evaluate the Students in the Field Experience Program which encompasses projects, lectures, clinical participation, and student/faculty interactions.

C. The Field Site shall provide field learning experiences for the Student that are planned, organized and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines.

D. Field Site shall provide Student with an orientation familiarizing student with all applicable State and Federal laws and regulations that pertain to practice at the Field Site, including those pertaining to Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which govern the use and/or disclosure of individually identifiable health information.

E. Field Site shall assure that the Student practices within the guidelines of any applicable professional ethics codes. Field Site shall provide resources to Student for exploring and resolving any ethical conflicts that may arise during field training.

F. The Preceptor shall complete, with the Instructor and Student, all written evaluations of the Student's performance according to the timeline established by University of Bridgeport. Evaluations will be submitted to the Field Education Coordinator.

G. The Field Site Program Coordinator or assigned Preceptor shall promptly notify the Field Education Coordinator of any problem or difficulty arising with a Student and a discussion shall be held either by telephone or in person to determine the appropriate course of action. The Field Site will, however, have final responsibility and authority to dismiss any Student from the Field Experience Program.

H. If available, the Field Site agrees to provide emergency health care services for the Student for illnesses or injury on the same basis as that which is provided to Field Site employees. With the exception of emergency care, the Students are responsible for providing for their own medical care needs.

I. The Field Site shall ensure adequate workspace for the student and shall permit the use of instructional resources such as the library, procedure manuals, and client records as required by the Field Experience Program.

J. The Field Site maintains professional liability insurance (or comparable coverage under a program of self-insurance) with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate and general liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence. The Field Site shall provide University of Bridgeport with proof of coverage.

IV. STUDENT RESPONSIBILITIES

A. The Student shall provide their own transportation to and from the Field Site as well as any meals or lodging required during the field experience.

B. The Student shall agree to abide by the rules, regulations, policies and procedures of the Field Site as provided to Student by the Field Site during their orientation at the Field Site and shall abide by the requirements of the applicable nurse practice act.

C. The Student shall agree to comply with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which govern the use and/or disclosure of individually identifiable health information.

D. The Student shall arrange for and provide to Field Site any required information including, but not limited to, criminal background checks, health information, verification of certification and/or licensure, insurance information and information relating to participation in federally funded insurance programs.

E. The Student, as a licensed dental hygienist, shall be instructed that they are required to purchase and maintain a policy of professional liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. Student shall provide the Field Site with proof of coverage upon request.

V. MUTUAL RESPONSIBILITIES

A. FERPA. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the parties acknowledge and agree that the Field Site has an educational interest in the educational records of the Student participating in the Program and to the extent that access to Student's records are required by the Field Site in order to carry out the Field Experience Program.

B. HIPAA. The parties agree that:

(1) The Field Site is a covered entity for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any regulations and official guidance promulgated thereunder (collectively, "HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH") (together referred to as the "HIPAA Privacy Regulations");

(2) to the extent that Student are participating in the Field Experience Program:

(a) Student shall be considered part of the Field Site's workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not be construed to be employees of the Field Site;

(b) Student shall receive training by the Field Site on, and subject to compliance with, all of Field Site's privacy policies adopted pursuant to the Regulations; and

(c) Student shall not disclose any Protected Health Information, as that term is defined by 45 CFR §164.105, to which a Student has access through Program participation that has not first been de-identified as provided in 45 CFR §164.514(a);

(3) University of Bridgeport will never access or request to access any Protected Health Information held or collected by or on behalf of the Field Site that has not first been de-identified as provided in 45 CFR §164.514(a); and

(4) No services are being provided to the Field Site by University of Bridgeport pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 45 CFR §160.103.

C. The Field Site and University of Bridgeport will promote a coordinated effort by evaluating the Program annually, planning for its continuous improvement, making such changes as are deemed advisable and discussing problems as they arise concerning this affiliation.

D. The Field Site and University of Bridgeport agree that their relationship created by this Agreement is that of independent contractors and that not term or condition of this Agreement shall, or shall be construed to, create an employment, joint venture, partnership or any relationship between Field Site and University of Bridgeport other than that of an independent contractor.

E. The Field Training Program is for the educational benefit of the student and is implemented in order to provide Student with practical hands on training in his or her field of study. Student shall not be an employee of Field Site and shall not displace any Field Site employee. Accordingly, Student shall not receive any benefits of employment, including without limitation, wages, salary, workers compensation coverage, or fringe benefits of any kind.

F. The Field Site and University of Bridgeport agree that Student will have access to their respective programs and facilities without regard for race, color, sex, age, religion or creed, marital status, disability, national or ethnic origin, socioeconomic status, veteran status, sexual orientation or other legally protected status.

G. The terms and conditions of this Agreement may be amended by written instrument executed by both parties.

H. This Agreement is nonexclusive. The Field Site and University of Bridgeport reserve the right to enter into similar agreements with other institutions.

I. Reserved.

J. Any notice required hereunder shall be in writing and sent by certified or registered mail, return receipt requested and shall be deemed given upon deposit thereof in the U.S. mail (postage prepaid).

If to the Field Site: Maureen Hankin, RDH, MPH
Chairperson, Dental Hygiene Department
SUNY Broome Community College
P.O. Box 1017
Binghamton, NY 13902

If to the University: Marcia Lorentzen, RDH, EdD
Dean
Fones School of Dental Hygiene
University of Bridgeport
126 Park Avenue
Bridgeport, CT 06604

With a copy to: Carolyn Linsey
Office of General Counsel
Wahlstrom 8th floor
University of Bridgeport
126 Park Avenue
Bridgeport, CT 06604

K. Each party agrees to indemnify and hold harmless the other from all loss or liability resulting from the acts or omissions of the respective party and/or its employees arising out of the performance or the terms and conditions of this Agreement.

L. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. The parties agree to submit to the jurisdiction of the federal and state courts in the State of Connecticut for resolution of any disputes arising hereunder.

M. This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings, oral or written, of any nature whatsoever, between the parties with respect to the subject matter hereof.

N. The Parties agree to electronically exchange the signed agreement, which shall have the same full force and effect as an original.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, effective the date first above written:

SUNY Broome Community College

By: Francis L. Battisti
(Signature)

Printed Name: FRANCIS L. BATTISTI

Title: Ex. V.P. & CAO

Date: 7-27-18

University of Bridgeport

By: Stephen Healey
(Signature)

Printed Name: Stephen Healey

Title: Provost

Date: 8/15/2018