AFFILIATION AGREEMENT ADDENDUM

 This Affiliation Agreement Addendum (“Addendum”) is made by and between Community Health Center, Inc., a 501(c)(3) tax-exempt nonprofit corporation organized and existing under the laws of the State of Connecticut (“CHC”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Educational Institution”). This Addendum is entered into on this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_ 20\_\_\_\_ and is intended to be an addendum to and a part of the agreement signed by the parties on \_\_\_\_\_\_\_\_\_\_\_\_\_ (“Agreement”).

# **Addendum Governs:**  To the extent that there is any conflict between this Addendum and the Agreement or any of its attachments or exhibits, the terms of this Addendum shall govern.

# **Immunizations.** The Educational Institution represents that each student and faculty member participating in the internship or externship program has provided documentation indicating that the student and/or faculty has had a history of measles vaccine or blood titer indicating immunity, annual PPD test, hepatitis B vaccine or blood titer indicating immunity (or provided a written statement of refusal as required by CHC policy) and an annual influenza vaccination. Further, the Educational Institution agrees to provide copies of such documentation upon CHC’s request. The Educational Institution understands that CHC may refuse to accept any student for whom there is no evidence of completion of immunization requirements acceptable to CHC.

# **Notification of Program Requirements:** The Educational Institution shall submit to CHC, at least thirty (30) days prior to commencement of the internship or externship program, a description of the types of clinical or fieldwork experiences needed, the dates during which such experiences will be needed, and the number of students expected to participate in the program. The Educational Institution shall inform CHC as soon as practicable of any changes in information previously provided to CHC regarding the program. Certain CHC programs require that CHC interview and accept students prior to participating in the program and CHC retains its right to deny participation in the program if, in CHC’s sole discretion, the student does not meet CHC’s requirements or expectations.

# **Termination of Agreement or Withdrawal of Students from the Program:** CHC may terminate the Agreement immediately by providing oral or written notice to Educational Institution if CHC determines, in its sole discretion, that continued participation in this Agreement presents a risk to the health, safety or well-being of CHC’s patients or staff. Additionally, the Educational Institution shall withdraw immediately a student or faculty from the clinical or fieldwork area due to health, performance, or other reasons upon the request of CHC if CHC determines, in CHC’s sole discretion, that such student’s or faculty’s continued participation in the clinical or fieldwork program is detrimental to the student, faculty, and/or CHC’s operations, patients or staff.

# **Benefit of the Students/No Employment Relationship:**  CHC offers the internship or externship program to provide clinical and/or fieldwork experience solely for the benefit of the students. The Program does not displace regular employees. Educational Institution shall inform students that participation in the internship or externship program does not guarantee or entitle students to employment at CHC. Both the Educational Institution and CHC acknowledge that neither students nor faculty will be considered employees or agents of CHC.

# **Assigning Grades:** Educational Institution shall be solely responsible for assigning final course grades to the Students.

# **Orientation and In-Service Training:** CHC shall provide orientation for any Educational Institution faculty regarding CHC, including policies, procedures, rules and regulations with which Educational Institution’s faculty and students must comply. When necessary or relevant, CHC shall also provide formal training on its electronic health record to assigned students, who shall not be allowed to start a clinical experience until completing the training. CHC shall also provide on-site orientation to the site, organization, and safety. The Educational Institution shall verify that it trained the student on subject matters consistent with the placement needs. At a minimum, such training shall include, but is not limited to, CPR, HIPAA and OSHA-specific training.

# **Background Checks:** The Educational Institution shall advise its students that they may be required to provide CHC with evidence that they have completed a criminal background check or other type of background check to meet CHC’s requirements. CHC may refuse to accept for participation in a program any student for whom satisfactory evidence of completion of such required checks has not been provided to CHC.

# **Insurance/Responsibility for Conduct.** The Educational Institution shall provide comprehensive general liability and professional liability insurance for each participating student in an amount satisfactory to CHC and shall provide proof of such insurance upon request. The Educational Institution agrees to be responsible for the negligence of its faculty and students.

# **Indemnification.** Each party hereto will defend, indemnify and hold harmless the other party, the other party's affiliates and their respective trustees, officers, directors, agents, contractors and employees from any and all third party claims, actions, demands, judgments, losses, costs, expenses, damages and liabilities (including reasonable attorneys' fees, court costs and other expenses of litigation), relating to acts or omissions of the other party and/or the other party’s faculty, students, employees, agents, or contractors which relate in any way to this Agreement.

# **Confidential Information:** All participating students must sign CHC’s confidentiality statement before the student may begin his or her participation in the program. That statement is attached here as **Exhibit A**. When at CHC pursuant to this Agreement, students and faculty shall be considered members of CHC’s workforce (as defined in 45 CFR §160.103) solely for the purpose of defining such individuals’ roles in relation to using and disclosing protected health information at CHC in compliance with the Health Insurance Portability and Accountability Act and its regulations (“HIPAA”).

# **Compliance with CHC Rules:** The Educational Institution will instruct and ensure that its students and faculty comply with all policies, procedures, rules and regulations of CHC. Upon CHC’s request, the Educational Institution shall withdraw from the program any student or faculty who fails to comply with CHC’s policies, procedures, rules or regulations.

# **Compliance with Law:** Both parties agree to comply with all applicable laws, ordinances, rules, regulations and orders of all governmental authorities having jurisdiction over the activities within the scope of this Agreement. In the event there is a change in the law that has a material effect on the legality of any provision of this Agreement, the parties agree to engage in good faith negotiations to address the change in the law. The party requesting good faith negotiations must provide written notice to the other party. After engaging in good faith negotiations, if the parties cannot agree to amend this Agreement to address the change in law within sixty (60) days of the notice, either party may terminate this Agreement without penalty by providing the other party thirty (30) days’ written notice of termination.

# **Emergency Medical Care:** CHC shall provide emergency medical care only to students and/or faculty who become ill or who are injured while on duty at CHC or arrange for transportation to an acute care facility. CHC shall not be responsible for the cost of emergency care. The Educational Institution, faculty and/or student shall be responsible for the cost of such care.

# **Worker’s Compensation:** The Educational Institution and CHC agree that CHC is not responsible for any Workers Compensation or disability claim filed by a student or faculty.

# **Governing and Applicable Law:** This Agreement, notwithstanding any provisions therein to the contrary, is being delivered and is to be construed (both as to validity and performance), governed, and enforced in accordance with the laws of the State of Connecticut. Any suit, action, or other legal proceeding arising out of or related to this Agreement must be brought in a state or federal court located in Connecticut.

IN WITNESS WHEREOF, the parties hereto acknowledge this Addendum as executed and each of the undersigned hereby warrants that he/she has been and is, on the date of this Addendum, authorized to carry out and execute this Addendum.

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| **COMMUNITY HEALTH CENTER, INC.**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name: Margaret Flinter, PhD, APRNTitle: Senior VP/ Clinical DirectorDate: | **EDUCATIONAL INSTITUTION**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name: Title: Date: |

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