



NEW HAVEN PUBLIC SCHOOLS

Dina Natalino
Supervisor of College & Career Pathways

MEMORANDUM

Date: March 11, 2022

To: Finance & Operations Committee; Patricia DeMaio

From: Dina Natalino

Re: Yale New Haven Hospital Virtual Career Awareness Agreement

Attached is the Yale New Haven Hospital Virtual Career Awareness Program abstract and agreements. This opportunity for our New Haven Public School students will allow high school students to earn a salary for attending virtual career courses in lieu of the on-site internships that have been offered in past years, due to Covid precautions. The funding for student salaries will come from Yale New Haven Hospital (see attached agreements), and the organization of the program will be done as a collaboration with the Office of College & Career Pathways. The Virtual Career Awareness Program will expose students to multiple career pathways offered at Yale New Haven Hospital based on different levels of training and degrees. This opportunity will support students in determining which pathway best matches their interest, and assist with decisions around post-secondary planning.

The Student Affiliation Agreement (attached) is what Yale New Haven Hospital provides to the colleges, universities, and high schools that may place interns or have clinical placements on our campus. It states all of the requirements, including health screening, required vaccinations, vaccination records, Yale's required policy to uphold the principle of confidentiality (HIPPA), etc. and how students will not be accepted unless they comply with Yale's requirements and students can be released for failure to comply with the stated policies. These policies are for the employees, volunteers, interns and independent contractors.

The Student Affiliation Agreement covers the Yale New Haven Hospital, Virtual Career Awareness Program and our traditional Yale New Haven Hospital, School to Career Internship Program. While this Student Affiliation Agreement covers this program, it will also cover the general requirements for placing any New Haven High School students on a Yale New Haven Hospital campus.

The goal of the Virtual Career Awareness Program, and attached agreements, is to expose students to multiple career pathways, while strengthening the collaboration between New Haven Public Schools and Yale New Haven Hospital. Our Office of College & Career Pathways will continue to grow and connect students with opportunities to assist with post-secondary planning and viable employment. This collaboration will also provide ongoing career planning support for accepted students by Yale New Haven Hospital career counselors.

STUDENT EDUCATIONAL AFFILIATION AGREEMENT

This **AGREEMENT** entered into as of February 4, 2022, by and between **NEW HAVEN BOARD OF EDUCATION** (hereinafter referred to as the "**School**") and **YALE NEW HAVEN HOSPITAL, INC.**, on behalf of its itself and its affiliates listed in Exhibit A (hereinafter referred to as the "**YNHHS Site**").

WHEREAS, the School has a program for educating and training students and/or the YNHHS Site offers a program to support student or workforce development; and

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

WHEREAS, the YNHHS Site, in the interest of furthering the educational objectives of the School and in furtherance of its own educational and charitable missions, desires to permit its facilities to be used in conjunction with the training of Students; and

WHEREAS, both parties wish to provide Students enrolled at the School with educational experiences at the YNHHS Site.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises herein contained, the parties hereto agree as follows:

1. **Curriculum Planning and Execution.** The School shall establish an experiential learning program whereby Students enrolled at the School who have completed certain required classroom courses and/or any other criteria established by the School shall be eligible to participate in experiential learning programs at the YNHHS Site (the "**Program**"). The School shall be responsible for the planning, implementation and execution of all educational aspects of the Program, including but not limited to the requirements for matriculation, promotion and graduation. The School shall provide all textbooks and program materials used in the Program, if applicable. The YNHHS Site will provide the program framework and activities to the School upon the School's request.
2. **Faculty/Faculty Mentors.** [CHECK ONE]
 - Faculty on Site.** The School shall provide members of the faculty of the School (the "**Faculty**") for the teaching and supervision of Students assigned to the YNHHS Site. Faculty shall be responsible for planning and implementing individual Student assignments, for directly supervising Students while performing those assignments, and for evaluating and grading Student performance. Faculty may consult with YNHHS Site personnel as appropriate in conducting evaluations of Student performance. The School shall conform to the YNHHS Site's policy regarding the ratio of Students to Faculty, if applicable.
 - No Faculty on Site.** The YNHHS Site shall provide an on-site preceptor, who will coordinate with the faculty member(s) assigned by the School to serve as a liaison between the on-site YNHHS preceptor and the School (the "**Faculty**"). The School shall conform to any YNHHS Site's policy regarding the ratio of Students to Faculty, if applicable. Faculty shall be solely responsible for evaluating and grading the Students' performance, including but not limited to assignment of a final course grade to Students if/when necessary.
3. **Selection of Students for Program.** The YNHHS Site shall have the right in its sole discretion to approve all students selected for participation in the Program, and the School shall submit all required information (including but not

limited to names of the Students, the dates of the Program and the names of the assigned Faculty, as applicable) at least thirty (30) days prior to the commencement of each Program.

4. **Relationship of Students and Faculty Mentors to YNHHS Site.** The School agrees that, under no circumstances, is any Student or Faculty considered an agent or employee of the YNHHS Site and the School shall be exclusively responsible for the payment of any wages, salaries, fringe benefits, background checks, professional liability insurance premiums, and licensing fees. This provision does not preclude a Student or Faculty from working at the YNHHS Site outside of the Program.
5. **Compliance with YNHHS Rules and Regulations.** Students (and Faculty, if they will come on-site during the Program) must comply with all rules and regulations of the YNHHS Site during the Program. Students (and Faculty, if they will come on site during the program) will not be permitted to participate in the Program without completing mandatory in-service training on health and safety, confidentiality and such other topics as the YNHHS Site may require.
6. **Health of Students and Faculty Mentors.** The School acknowledges that all Students (and Faculty, if they will come on-site during the Program) must be in good health when assigned to the Program. One month prior to the commencement of each Program, the School will require each Student and on-site Faculty to provide documentation demonstrating that they have completed a satisfactory physical examination, have met the YNHHS Site's requirements for immunization (which requirements include, but may not be limited to, coronavirus (Covid-19) and flu vaccinations, rubella, mumps, history of measles or blood titer, PPD test, history of chicken pox or blood titer, hepatitis B vaccine or a written statement of refusal, and tetanus booster within ten (10) years), and do not carry any disease which could jeopardize the health of the YNHHS Site's patients. The YNHHS Site may refuse to accept for participation in the Program any Student or Faculty for whom satisfactory evidence of health status and immunization history cannot be provided.
7. **Insurance.** At no cost to the YNHHS Site, School shall maintain (or shall cause Students to maintain) malpractice and general liability insurance with limits of liability of at least \$1,000,000 per claim and \$3,000,000 in the aggregate. For the sake of clarity, the aforementioned insurance shall be inclusive of liability issues covered by basic cyber liability coverage for Students' actions and omissions (and those of Faculty, if they will come on site during the Program). In the event School maintains coverage limits below the cyber risk and privacy coverage requirements stated in the foregoing, School agrees that its financial responsibility for liability that otherwise would be covered under a basic cyber risk and privacy policy continues. In addition, the School shall provide Faculty with workers' compensation insurance with statutory limits of liability. The School and/or the Students and Faculty, upon the request of the YNHHS site, shall demonstrate evidence of such insurance to the YNHHS Site. School shall ensure that the YNHHS Site is notified thirty (30) days prior to any material change to, or cancellation of, such policies of insurance during the term of this Agreement. The YNHHS Site shall, likewise, maintain malpractice and general liability insurance with limits of at least \$1,000,000 per claim and \$3,000,000 in the aggregate and cyber risk and privacy coverage with limits of at least \$1,000,000 covering the actions and omissions of its employees, as well as workers' compensation insurance with statutory limits of liability covering its employees.
8. **Confidentiality.**
 - A. The School understands that the YNHHS Site is bound by the privacy and security regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and will instruct all Students and Faculty to comply with all applicable policies regarding the use and disclosure of protected health information. The School shall be responsible for ensuring that Students and Faculty respect and

safeguard the confidentiality of all patient information and medical records of which they become aware. The School shall not be entitled to examine any patient charts or other medical records without the express written consent of the YNHHS Site.

- B. YNHHS Site agrees to notify School prior to the release to third parties of any student records in their possession so that the School can make a determination as to whether or not the release is in compliance with the Family Education Rights and Privacy Act ("FERPA") of 1974, 20 U.S.C., Section 1232g, and other governing laws.

9. **Medical Care and Treatment.** The School shall inform all Students to be enrolled in the Program that they shall be individually responsible for their own medical care and treatment, for which the YNHHS Site may require proof of insurance or other ability to pay.

10. **Accommodations for Persons with Disabilities.** In the event that Faculty or a Student requests accommodations for a disability in addition to those that are available at the YNHHS Site and 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.

11. **Patient Assignments and Student Schedules.** The YNHHS Site shall accept, in accordance with the terms of this Agreement, Students from the School for participation in the Program. The YNHHS Site shall have final approval of all assignments and Student schedules and may change, modify, or cancel such assignments and schedules without any prior notice and in its sole discretion, even if such changes result in cancellation of the Program for a particular term.

12. **Patient Care.** The YNHHS Site shall retain ultimate responsibility for all patient care. Students may be required, if appropriate given the nature of the Program, to make entries into patient medical records in accordance with the YNHHS Site's policies and procedures, but all such entries shall be subject to validation and change by the Faculty and/or YNHHS Site personnel.

13. **Removal of Students or Faculty Mentors.** The YNHHS Site shall have the right to remove any Student and/or Faculty if he/she proves unacceptable to the YNHHS Site for reasons of health or patient safety, inadequacy of performance, violation of rules and regulations, or otherwise, without notice and in the sole and absolute discretion of the YNHHS Site.

14. **General Provisions**

A. **Effective Date and Term.** This Agreement shall be effective as of the date first written above and shall continue in effect for a term of two (2) years unless terminated by either party. Upon the expiration of the initial two-year term, this Agreement shall automatically renew for successive one-year terms unless and until terminated in accordance with this provision.

B. **Termination.** This Agreement may be terminated by either party upon written notice to the other at least ninety (90) days prior to the effective date of termination provided, however, that the YNHHS Site shall have the right to exercise all of its rights set forth in Sections 11 and 13 without prior notice to the School, notwithstanding the fact that the result of such action cancels or terminates a Program for a particular term.

C. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party.

D. **Duties Upon Termination or Completion of Program.** In the event of the termination of this Agreement as set forth in Section 14(B), the removal of a Student as set forth in Section 14 or the completion of a Program, all Students and Faculty engaged in the Program (or, in the case of removal, the individual Student) shall no

longer provide services to patients at the YNHHS Site under this Program and shall return to the YNHHS Site any and all keys, uniforms, equipment and other property of the YNHHS Site in their possession.

- E. **Notices.** Any communication required to be given under this Agreement shall be in writing addressed to the parties as set forth below:

YNHHS Site:

- Bridgeport Hospital, 267 Grant Street, Bridgeport, CT 06610
- Greenwich Hospital, 5 Perryridge Road, Greenwich, CT 06830
- Lawrence + Memorial Hospital, Inc., 365 Montauk Avenue, New London, CT 06320
- LMW Healthcare, Inc., (d/b/a Westerly Hospital), 25 Wells Street, Westerly, RI 02891
- Northeast Medical Group, Inc., 99 Hawley Lane, 1st Floor, Stratford, CT 06614
- Yale New Haven Hospital, Inc., 20 York Street, New Haven, CT 06510

Attention: Cynthia Lowman, Career Counselor

With a copy to:

Yale New Haven Health Services Corporation
789 Howard Avenue, CB 230
New Haven, CT 06510
Attention: Senior Vice-President & General Counsel
Fax: 203-688-3162

School:

Attention: _____

- F. **Governing Law.** Both parties hereby agree that all disputes between the parties under this Agreement shall be subject to the jurisdiction of, and instituted and commenced within, exclusively, the venue of the defendant.

IN WITNESS WHEREOF, the parties named herein have caused this Agreement to be executed by their duly authorized representatives.

NEW HAVEN BOARD OF EDUCATION

By: _____
Name: _____
Title: _____
Date: _____

YALE NEW HAVEN HOSPITAL, INC.

By: Cynthia Lowman
Name: Cynthia Lowman
Title: Career Counselor
Date: March 11, 2022

Exhibit A

System Affiliate Site Location(s)

Yale New Haven Hospital, Inc., 20 York Street, New Haven, CT 06510