**TRAINING AFFILIATION AGREEMENT**

(Updated 5/08/16)

WHEREAS, Yale University [hereinafter “Yale”], through its Department of Psychiatry, wishes to provide educational experiences to graduate students both in the Department and through its affiliated institutions; and

WHEREAS, [INSERT NAME] [hereinafter the “SCHOOL”] desires to place its graduate students at Yale for such educational experiences; and

WHEREAS, the purpose of this AGREEMENT is to guide and direct the parties respecting their affiliation, working arrangements, and agreements in furtherance thereof to provide high-quality learning experiences for students of the SCHOOL.

WHEREAS, neither party intends for this AGREEMENT to alter in any way its respective legal rights or its legal obligations to any third party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

# Responsibilities of the SCHOOL

* 1. The SCHOOL will designate an educational representative for each student placed at Yale.
	2. The SCHOOL will refer to Yale only those students that the SCHOOL deems qualified to participate in an educational experience at Yale.
	3. The SCHOOL will retain ultimate responsibility for the education and assessment of its students.
	4. The SCHOOL will advise all students assigned to Yale regarding the confidentiality of patient/client records and patient/client information imparted during the training experience. The SCHOOL will also advise all students that the confidentiality requirements survive the termination or expiration of this AGREEMENT.
	5. The SCHOOL will require all participating students to maintain health insurance and provide proof of health insurance to the SCHOOL**.** Yale may request the student provide proof of health insurance prior to beginning of the training experience.
	6. The SCHOOL will require all participating students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with the SCHOOL. If applicable, Yale shall notify the student of any requests for evidence of criminal background check or immunization.
	7. The SCHOOL will advise students that they are required to comply with YALE rules, regulations, and procedures**.**

 8. The SCHOOL warrants and represents that it provides occurrence-based liability insurance or self-insurance for its students with limits of at least $1,000,000 per occurrence and $3,000,000 annual aggregate. However, if the SCHOOL is a public entity entitled to governmental immunity protections under applicable state law, then the SCHOOL shall provide occurrence-based liability coverage in accordance with any limitations associated with the applicable law; but the SCHOOL shall provide such insurance with limits of at least $1,000,000 per occurrence and $3,000,000 annual aggregate in the event governmental immunity protections are determined by a court of competent jurisdiction to not apply. If requested by Yale, the SCHOOL shall provide a certificate of insurance demonstrating coverage for students completing an educational experience at Yale.

# Responsibilities of Yale

* 1. YALE has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur.
	2. Yale agrees to comply with applicable state and federal workplace safety laws and regulations.
	3. YALE will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory learning. While in YALE’s facilities, students will have the status of trainees, but only those limited rights afforded to them as set forth in this Agreement. The students are not to replace YALE staff; and, are not to render unsupervised patient care and/or services. YALE and its staff will provide such supervision of the educational activities as is reasonable and appropriate to the circumstances and to the student’s level of training.
	4. Yale staff will, upon request, assist the SCHOOL in the assessment of the learning and performance of participating students by completing assessment forms provided by the SCHOOL and returned to the SCHOOL in a timely fashion.
	5. Yale will provide for the orientation of SCHOOL’s participating students as to Yale’s rules, regulations, policies, and procedures.
	6. To the extent Yale generates or maintains educational records related to the participating student, Yale agrees to comply with the Family Educational Rights and Privacy Act (FERPA) to the same extent as such laws and regulations apply to the SCHOOL and shall limit access to only those employees or agents with a need to know.
	7. Upon request, Yale will provide proof that it maintains liability insurance in an amount that is commercially reasonable.
	8. Yale will provide written notification to the SCHOOL promptly if a claim arises involving a student. Yale and the SCHOOL agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.
	9. Yale will resolve any situation in favor of its patients’ welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed. Yale will notify the SCHOOL’S representative if such an action is required.
	10. Yale shall identify an educational representative from among its professional staff who will communicate and cooperate with the SCHOOL’s representative.

# Mutual Responsibilities

* 1. For each student placed by the SCHOOL at Yale, a Placement Description will be completed prior to the beginning of the educational experience and cosigned by the Student, the Yale Primary Supervisor, and the School’s Educational Representative. The Placement Description will include, but not be limited to the following: start and end dates, schedule, Yale location, planned educational activities, and supervision to be provided by Yale.
	2. The parties will work together to maintain an environment of high quality patient care and or research. At the request of either party, a meeting or conference will promptly be held between the SCHOOL and YALE representatives to resolve any problems.
	3. The SCHOOL and Yale will not discriminate against any applicant or student because of age, creed, gender identity, national origin, race, sex, sexual orientation or any other basis protected by law.
	4. Neither the SCHOOL nor Yale will allow any patient, clinical, and/or research information to be removed from Yale and its affiliated institutions or to be used for any non-Yale purpose without the express written consent of Yale and any institution in which the learning takes place.
	5. The SCHOOL and YALE share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal “lessons” conveyed by individuals who interact with the student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences. YALE shall require its faculty and staff members who interact with students to adhere to the expectations set forth in Exhibit A, and communicate student violations to the SCHOOL. The SCHOOL agrees to require its students to adhere to the expectations set forth in Exhibit A.
	6. YALE may immediately remove from the premises and retains the right to suspend or terminate any student’s participation at YALE. YALE will immediately notify the appropriate office of the SCHOOL if such an action is required and the reasons for such action. The SCHOOL may terminate a student’s participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. The SCHOOL will notify YALE if such action is required.

# Term and Termination

This AGREEMENT is effective upon execution and will continue indefinitely or until terminated. This AGREEMENT may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, students already scheduled to train at YALE will be permitted to complete any previously scheduled educational assignment at YALE.

# Employment Disclaimer

The students participating in the program will not be considered employees or agents of Yale or the SCHOOL for any purpose. Students will not be entitled to receive any compensation from YALE or any benefits of employment from YALE, including but not limited to, health care or workers’ compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. YALE will not be required to purchase any form of insurance for the benefit or protection of any student of the SCHOOL.

# Health Insurance Portability and Accountability Act.

Students participating in clinical and/or research training pursuant to this Agreement are members of Yale’s workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of “health care operations” and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to Yale and, as stated in paragraph E, above, does not establish an employment relationship.

# No Agency Relationship Between the Parties.

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

# Assignment

This Agreement will not be assigned by either party without the prior written consent of the other.

# Governmental Immunity

If the SCHOOL is a public entity entitled to protections of governmental immunity under applicable law, it is specifically understood and agreed that nothing contained in this paragraph or elsewhere in this AGREEMENT will be construed as: an express or implied waiver by the SCHOOL of its governmental immunity or of its state governmental immunity; an express or implied acceptance by SCHOOL of liabilities arising as a result of actions which lie in tort or could lie in tort in excess of the liabilities allowable under the applicable governmental immunity laws; or, a pledge of the full faith and credit of a debtor contract; or, as the assumption by the SCHOOL of a debt, contract, or liability of Yale.

# No Special Damages

In no event shall either party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages.

# Notices

All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, addressed as indicated below:

# School

# (Insert)

**Yale University**

Director of Clinical Training in Psychology

300 George Street, Suite 901

New Haven, CT 06511

(203) 785-2090

psychsec@yale.edu

# No Payments

No payments shall be made between the parties or to the students in connection with this Agreement.

# Severability

The invalidity of any provision of this AGREEMENT will not affect the validity of any other provisions.

# Headlines

Headlines in this AGREEMENT are for convenience only**.**

# Entire Agreement

This AGREEMENT contains the entire AGREEMENT of the parties as it relates to this subject matter and may be modified only through a written Amendment.

# Signatures

IN WITNESS WHERE OF, the parties have hereunto signed this AGREEMENT in their official capacities below.

**School**

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 Print Name Title

**Yale University**

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 Print Name Title

**Read & Acknowledged by (Yale training director):**

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 Print Name Title

# EXHIBIT A: TEACHER-LEARNER EXPECTATIONS

# RESPONSIBILITIES OF TEACHERS AND LEARNERS:

**Teachers should:**

* Treat students fairly and respectfully
* Maintain high professional standards in all interactions
* Be prepared and on time
* Provide relevant and timely information
* Provide explicit learning and behavioral expectations early in the educational experience
* Provide timely, focused, accurate and constructive feedback on a regular basis and thoughtful and timely evaluations at the end of the educational experience
* Display honesty, integrity and compassion
* Practice insightful (Socratic) questioning, which stimulates learning and self-discovery, and avoid overly aggressive questioning which may be perceived as hurtful, humiliating, degrading or punitive
* Solicit feedback from students regarding their perception of their educational experiences
* Encourage students who experience mistreatment or who witness unprofessional behavior to report the facts immediately

# Students should:

* Be courteous of teachers and fellow students
* Be prepared and on time
* Be active, enthusiastic, curious learners
* Demonstrate professional behavior in all settings
* Recognize that not all learning stems from formal and structured activities
* Recognize their responsibility to establish learning objectives and to participate as an active learner
* Demonstrate a commitment to life-long learning, a practice that is essential to professional practice
* Recognize personal limitations and seek help as needed
* Display honesty, integrity and compassion
* Recognize the privileges and responsibilities coming from the opportunity to work with patients in clinical settings
* Recognize the duty to place patient welfare above their own
* Recognize and respect patients‘ rights to privacy
* Solicit feedback on their performance and recognize that criticism is not synonymous with “abuse”

# Relationships between Teachers and Students

Students and teachers should recognize the special nature of the teacher-learner relationship, which is in part defined by professional role modeling, mentorship, and supervision.

Because of the special nature of this relationship, students and teachers should strive to develop their relationship to one characterized by mutual trust, acceptance and confidence. They should both recognize the potential for conflict of interest and respect appropriate boundaries.