

EDUCATIONAL AFFILIATION AGREEMENT

This Educational Affiliation Agreement by and between Rutgers, The State University of New Jersey, an instrumentality of the State of New Jersey, a public entity, on behalf of its Rutgers Biomedical and Health Sciences (“RBHS”)-School of Health Professions (“University”) for the education of students in the Department of {**Department Name**}, and {**Contract Party Name**} (“Facility”).

The University offers instruction in selected allied health disciplines. As part of each Program, University seeks relevant, supervised experiences in clinical practice settings. The purpose of this Educational Affiliation Agreement is to identify the mutual responsibilities and expectations of the University and the clinical Facility.

1. General Information.

- A. The Facility will accept students in the University’s {**Name of Department, Name of Program**}, for clinical instruction in {Name of Program}. This Educational Affiliation Agreement shall commence on the Effective Date (as defined below).
- B. The period of time for each student’s clinical education or independent study project shall be agreed upon in writing by the University and Facility at least one month before the beginning of the clinical education Program.
- C. The number of students eligible to participate in the clinical education Program or independent study projects shall be mutually determined by agreement of the parties and may be altered by mutual agreement.
- D. There shall be no discrimination against any employee engaged in the work required to produce the services and programs covered by this Educational Affiliation Agreement, or against any applicant for such employment because of race, creed, color, national origin, nationality, ancestry, age, sex (including pregnancy and sexual harassment), marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information liability for military service, or mental or physical disability, including AIDS and HIV related illnesses or their belonging to any category now or later protected by law. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Facility shall insert a similar provision in all subcontracts.
- E. The parties to this Educational Affiliation Agreement do hereby agree that the provision of *N.J.S.A. 10:2-1 through 10:2-4*, dealing with discrimination in

employment on public agreements, and the rules and regulations promulgated pursuant thereto, as the same may be amended or modified, are hereby made a part of this Educational Affiliation Agreement and are binding upon them.

- F. The University will not be obligated to compensate the Facility for any of the activities, services, or facilities provided for in this Educational Affiliation Agreement.
- G. The University and the Facility do not consider the student an employee of the Facility, but a student in the clinical education or independent study phase of his/her professional education.
- H. Under this Educational Affiliation Agreement, both the University and the Facility shall continue to be autonomous and shall be governed independently by their respective governing bodies and administrations except insofar as this Educational Affiliation Agreement specifically states to the contrary.

2. Responsibility of the University.

- A. The University shall provide the basic academic preparation of the students through classroom instruction and laboratory practice, and will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum. The University shall also provide each student with instruction in infection control and safety procedures applicable to their clinical practice and patient contact.
- B. The University will designate a Clinical Coordinator to plan and evaluate with designated Facility personnel the clinical education Program as outlined in Section 1 above.
- C. The University will provide to appropriate personnel at the Facility a list of University students to receive clinical training at the Facility and will update such list as necessary.
- D. The University will promptly consider any reasonable request by the Facility for withdrawal of students for sufficient and good cause.
- E. The University shall provide the staff of the Facility's clinical department with opportunities to participate in the development of specific educational objectives for each student experience as well as in the joint planning and evaluation of these experiences.
- F. Liability Insurance:

1. The University shall provide for professional and general liability coverage insuring the School and its faculty, students and employees performing activities under this Agreement. Professional Liability coverage is provided through a Program of Self-Insurance providing limits of coverage of not less than \$1,000,000/\$3,000,000 on an occurrence type basis and general liability coverage with limits of \$2,000,000/\$5,000,000 on an occurrence basis is provided through an insured program. The University, its faculty, students and employees are subject to liability pursuant to the terms and provisions of the State of New Jersey Tort Claims Act, NJSA 59:1-1, et seq. through 59:12-3. School assumes any all obligations for its employees that are required pursuant to the Workers Compensation Laws of the State of New Jersey through self-funding.

2. Nothing stated in this Educational Affiliation Agreement shall be construed to imply indemnification of any party by the University.

3. Responsibility of the Facility.

A. The Facility shall provide clinical instruction and supervision of the students by personnel qualified in **{Name of Applicable License or Certification or Degree}** who meet the standards of recognized professional accrediting agencies or state agencies and the stated objectives of the University. The Facility shall designate in writing to the University the name and professional academic credentials of staff members participating in the clinical education program.

B. Designated Facility personnel and the University's Clinical Coordinator for the **{Name Program(s)}** shall jointly plan and evaluate the clinical experience.

C. The Facility shall provide immediate emergency health care to the faculty, if any, and students in any instance of injury or illness at the expense of the faculty or the student. The Facility shall also orient the student to the infection control and safety procedures at the Facility that are applicable to their clinical rotation.

D. The Facility will permit faculty, if any, and students to utilize the parking/library facilities. The Facility will permit faculty, if any, and students to utilize the Facility's cafeteria at their own expense.

E. Liability Insurance:

1. The Facility shall either obtain and maintain at its own expense during the term of this Educational Affiliation Agreement, and any renewal thereof, a liability policy including professional and general liability, insuring the Facility and its employees, staff, and agents against any and all claims for bodily injury or death and property damage resulting from the performance of services by the Facility, its employees, staff, and agents under this Educational Affiliation Agreement or provide a program of self-insurance as described below. Such

policy shall protect the Facility, its employees, staff, and agents against claims arising against the Facility, its employees, staff, and agents with limits of not less than \$1,000,000 with respect to injury or death to any one person and not less than \$3,000,000 in the aggregate. Should such policy or policies be made on a claims made basis, the Facility shall assume liability for all future claims presented with regard to the performance of services by the Facility, its employees, staff, and agents in accordance with this Educational Affiliation Agreement. Should the Facility provide this coverage through a program of self-insurance, the University reserves the right to review with Facility the nature of its self-insurance program, and to evaluate the adequacy of funding such program and to either approve or disapprove such program, as it pertains to this Affiliation Agreement.

2. The Facility shall furnish the University with evidence that it has complied with the requirements for liability coverage. Two (2) certificates of such insurance shall be furnished to the University prior to the effective date of this Educational Affiliation Agreement. Any failure to furnish such material or to keep such insurance coverage in full force and effect during the term of this Educational Affiliation Agreement shall constitute cause for termination.

- F. Every patient receiving health services shall be treated with the understanding of the patient and where necessary, of the patient's parents or guardian, that he/she will be involved in the teaching program for students of the University under the guidance of the teaching staff of the School of Health Professions, and supervised by the supervisory personnel of the Facility. The Facility shall assume the responsibility of obtaining any necessary consent, and/or issuing any necessary notices, to a patient or a patient's parents or guardian.

4. Responsibilities of the Students.

- A. Students of the University shall, at all times, follow the rules and regulations established by the Facility, and shall do so under the specific instruction of supervisory personnel of the Facility.
- B. Each student shall provide evidence that his/her own health care is covered in the event of sickness or accident by appropriate insurance policy. The University shall advise and direct its students that students are required to comply with the RBHS policies on "Student Accident and Health Insurance." See the Policy at: <https://academichealth.rutgers.edu/sites/default/files/2022-09/rbhs-policy-101-1-25.pdf>
- C. The University shall advise and direct its students that students are required to comply with the RBHS policies on "Student Immunizations and Health Requirements." See the Policy at: <https://policies.rutgers.edu/10-3-13-currentpdf>

5. Criminal Background Checks for Students.

- A. If the Facility requires evidence of criminal background checks for students engaged in training at the Facility, the Facility agrees that it will either permit University students to participate in training pursuant to this Educational Affiliation Agreement based on the University's statement that a criminal background check with outcome deemed acceptable by the University was completed either at the time of admission or prior to the student's enrollment in clinical coursework, or conduct its own criminal background check on each student at the Facility's sole expense.
- B. The School shall advise and direct its students that students are required to comply with the University's policies on "Criminal Background Checks for Accepted Applicants for Admission to RBHS Schools and Educational Programs and for Currently Enrolled Students." See the Policy at: <https://academichealth.rutgers.edu/sites/default/files/2022-09/rbhs-policy-101-1-5.pdf>

6. Term of Educational Affiliation Agreement.

- A. The term of this Educational Affiliation Agreement shall run from **{Date}** (the "Effective Date") until **{Date}**. This Educational Affiliation Agreement shall thereafter be automatically renewed for periods of one (1) year unless either party hereto shall notify the other party in writing not less than ninety (90) days prior to the termination of this Educational Affiliation Agreement that either party wishes not to renew this Educational Affiliation Agreement. Such written notice shall be sent by facsimile or overnight mail through a courier with a reliable system for tracking delivery to the addresses set forth below:

To the University:

Steven Andreassen
Chief of Staff
Rutgers, The State University of New Jersey
65 Bergen Street, Suite 1441
Newark, New Jersey 07103

With a copy to:

Jeffrey DiGiovanni, PhD
Dean, Rutgers-School of Health Professions
65 Bergen Street, Suite 124
Newark, New Jersey 07107-3001

To the Facility:

{Name}
{Title}
{Organization}
{Address}
{City, State, Zip}

- B. It is understood and agreed that the parties to this Educational Affiliation Agreement may revise or modify this Educational Affiliation Agreement by written amendment when both parties agree to such amendment.
- C. Upon early termination of this Educational Affiliation Agreement, a student currently receiving clinical training shall be provided with a reasonable amount of time to complete his or her clinical education.

7. Insertion of Law.

It is the intent and understanding of the parties to this Educational Affiliation Agreement that each and every provision required by law to be inserted in this Educational Affiliation Agreement shall be and is deemed inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through a mistake or otherwise, any such provision is not inserted or is not inserted in correct form, then this Educational Affiliation Agreement shall forthwith upon the application by either party be amended by such insertion so as to comply strictly with the law, without prejudice to the rights of either party.

8. Choice of Law and Venue.

This Educational Affiliation Agreement shall be deemed to have been executed in the State of New Jersey, and shall be governed by and construed, and the rights and obligations of the parties hereto shall be determined, in accordance with the laws of the State of New Jersey, without resort to the conflicts of laws principles of the State of New Jersey. The parties agree that any and all claims arising under this Educational Affiliation Agreement, or related thereto, shall be heard and determined either in the courts of the United States with venue in New Jersey or in the courts of the State of New Jersey.

9. Warranties.

- A. The undersigned warrants and represents that this Educational Affiliation Agreement has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey and that said laws have not been violated and shall not be violated as they relate to the procurement or performance of this Educational Affiliation Agreement by any conduct, including the paying or

giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly and indirectly, to any State employee, officer or official.

- B. The Facility warrants and represents that it is qualified by training and experience to perform the required services and programs in the manner and on the terms and conditions set forth herein.

10. Compliance Statement

- A. In the performance of their obligations under this Agreement, the parties will comply with all applicable laws and regulations. Without limiting the generality of the foregoing, the parties will observe and comply with the provisions relating to the federal Anti-kickback statute, set forth at 42 U.S.C. & 1320a-7b (b) (“Anti-Kickback Statute”), and the federal prohibition against physician self-referrals, set forth at 42 U.S.C. & 1395nn (“Stark Law”).
- B. Nothing contained in this Agreement will be construed to require any University Staff (as that term is defined herein) to refer patients to the Facility, nor will University track any referrals made by any University Staff, nor will any compensation paid by University to any University Staff performing services under this Agreement be related to the volume or value of referrals by such University Staff to the Facility and such compensation will be consistent with fair market value as determined in arms’-length transactions.
- C. In no event will any payments, grants, or other funding from the Facility to the University be based unlawfully, directly or indirectly, on the volume or value of referrals or other business generated between the parties.
- D. Notwithstanding anything to the contrary herein, all payments associated with this Agreement are intended to comply with the requirements of applicable New Jersey State Laws, such as the Codey Law, N.J. S. A & 45:9-22.4 et seq. (as it may be amended from time to time) and the regulations promulgated thereunder.
- E. Each party represents and warrants that it will not violate the Anti-Kickback Statute or the Stark law, with respect to the performance of its obligations under this Agreement.
- F. To the extent that the compliance office of a party to this Agreement receives a report or otherwise has knowledge of an allegation that an employee of the other party has or probably has violated the Anti-Kickback Statute, the Stark Law or Federal False Claims Act with respect to the performance of its obligations under this Agreement, and the party believes such information to be reasonably credible, such party will report the probable violation to the compliance office of the other party.

11. Counterparts.

This Educational Affiliation Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

12. Patient Confidentiality.

The parties shall keep all patient information confidential in accordance with all applicable federal and state laws and regulations including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as amended from time to time.

IN WITNESS WHEREOF, the parties hereto have caused this Educational Affiliation Agreement to be executed by their duly authorized representatives as of the dates written below.

FACILITY NAME

**RUTGERS, THE STATE UNIVERSITY
OF NEW JERSEY, ON BEHALF OF ITS
SCHOOL OF HEALTH PROFESSIONS**

Name: _____
(Please print or type)

Approved By:

Name: Steven Andreassen

Signature _____

Signature: _____

Title _____

Title: Chief of Staff

Date: _____

Date: _____

Approved By:

Recommended By:

Name: _____
(Please print or type)

Name: Jeffrey DiGiovanni, PhD

Signature: _____

Signature: _____

Title: _____

Title: Dean
Rutgers – School of Health Professions

Date: _____

Date: _____