



{INSERT DATE}

{INSERT FACILITY NAME AND ADDRESS} (the “Facility”)

DEAR {INSERT NAME}

This letter (“Educational Affiliation Agreement”) is to confirm the supervised clinical experience to be conducted at the Facility for students in the Rutgers Biomedical and Health Sciences {INSERT NAME OF RBHS PROGRAM}.

The number of students, their dates and hours will be scheduled in agreement with you or your designee and {INSERT NAME OF RBHS PROGRAM FACULTY}.

I. **STUDENT OBJECTIVES:** The Student’s objectives for the clinical experience are to:

1. {INSERT OBJECTIVES}
- 2.
- 3.

II. **RESPONSIBILITY OF THE PARTIES:**

- A. The Facility shall provide clinical instruction and supervision of Students by personnel qualified in {Name Program(s)} who meet the standards of recognized professional accrediting agencies or state agencies and the stated objectives of the University. Designated Facility personnel and the University’s Program faculty shall jointly plan and evaluate the clinical experience.
- B. The University and the Facility do not consider Students an employee of the Facility, but a student in the clinical education or independent study phase of his/her professional education.
- C. The Facility shall assume the responsibility for giving notice to patients and, where necessary, to the patient’s parents or guardian of participation by Students in the teaching program and for obtaining any necessary consent for treatment from the patient and, where necessary, from the patient’s parents or guardian.

III. **INSURANCE:**

- A. Rutgers, The State University of New Jersey 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 all obligations for its employees that are required pursuant to the Workers Compensation Laws of the State of New Jersey through self-funding.

- B. Nothing stated in this letter shall be construed to imply indemnification of any party by the University.
- C. The Facility shall provide for professional and general liability insurance coverage of its employees, staff and agents subject to limits of liability of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate and, also, shall provide Rutgers with a confirming certificate of insurance naming Rutgers as certificate holder.

IV. **TERM**

- 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.

V. **COMPLIANCE:**

- 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.

Sincerely yours,

Jeffrey J. DiGiovanni, PhD
Dean, Rutgers – School of Health Professions

{NAME OF FACILITY ADMINISTRATOR}

{NAME OF SITE SUPERVISOR, IF APPLICABLE}

Steven Andreassen
Chief of Staff, Rutgers-RBHS

Date: _____