

(DATE)

(FACILITY NAME)

(NAME OF FACILITY SIGNATORY)

(FACILITY ADDRESS INFORMATION)

RE: Professional Services Agreement

This agreement between (FACILITY) and Rutgers-The State University of New Jersey, School of Health Professions (Rutgers-SHP) outlines the professional services to be rendered by the (SHP PROGRAM NAME) faculty members specified below at either your facilities or the Rutgers – (SHP CAMPUS).

Subject to continuation of funding allocated to this project, the following are the specific terms of agreement relative to the (PROGRAM NAME) services to be rendered by Rutgers-SHP (PROGRAM NAME) faculty members at either (FACILITY NAME) sites or the Rutgers-(SHP CAMPUS):

1. Period of Agreement: _____

2. Description of professional service to be rendered:

TERM OF CONTRACT

3. The term of this contract shall begin on (DATE) and shall expire (DATE). The parties may extend this contract for an additional term by mutual written agreement.

4. Information re: Rutgers-SHP (PROGRAM NAME) faculty members:
Name and Location:

(FACULTY NAME)

(TITLE)

(PROGRAM)

Rutgers-The State University of New Jersey

(ADDRESS)

5. Information regarding contact individual at contracting institution:

(NAME OF FACILITY SIGNATORY)

(TITLE)

(FACILITY ADDRESS)

6. Payment for professional services

Payment will be made based on the professional service fee schedule below.

Payment will be submitted by (FACILITY NAME) directly to Rutgers-SHP to the attention of:

Rutgers, School of Health Professions
Attention Finance Office,
65 Bergen Street
SSB, Suite 110
Newark, NJ 07101-1709

7. Licensure and Insurance

a. General Liability Insurance Clause – Non-Clinical Services

Rutgers-SHP 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.

b. Workers' Compensation

Rutgers – SHP provides workers' compensation coverage for its employees through a self-insurance program in accordance with the terms and provisions of N.J.S.A. 34:15-1 et seq.

- c. (FACILITY NAME) shall hold and continue to hold all necessary unrestricted licenses, permits, certifications or approvals required by State and Federal laws and regulations and shall not be listed by the OIG and/or GSA from participating in federal healthcare, research, or other grant programs.

8. 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 following 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 faculty physicians to refer patients to the Facility, nor will the University track any referrals made by any University faculty physicians, nor will any compensation paid by the University to any University faculty physicians performing services under this Agreement be related to the volume or value of referrals by such University faculty physicians 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 that an employee of the other party has or probably has violated the Anti-Kickback Statute, the Stark Law or the 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.

Contracted By:

Accepted By:

Name _____ Date _____
Title: _____
Facility: _____

Kathleen Bramwell, MBA _____ Date _____
Senior Vice Chancellor
Rutgers Biomedical and Health Sciences

Recommended By:

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