



## AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (this "Agreement") is made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date") by and between STOCKTON UNIVERSITY (the "University") and \_\_\_\_\_ (the "Affiliate").

### RECITALS

**WHEREAS**, the University is a New Jersey public institution of higher education that offers a number of degree programs in a variety of health disciplines (collectively, the "Academic Programs").

**WHEREAS**, as part of the Academic Programs, the University requires its students ("Students") to obtain clinical experience and training ("Clinical Program").

**WHEREAS**, the Affiliate desires to make its facilities available to the University and Students for Clinical Programs in the Academic Programs and at locations identified and described on Exhibit A, which may be amended by the parties from time to time.

**WHEREAS**, the parties wish to define their respective responsibilities in the planning and implementation of the Clinical Program portion of the Academic Programs.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, the parties, each intending to be legally bound hereby, agree as follows:

**1. Educational Goals and Objectives.** The parties shall mutually agree to establish educational goals and objectives for the Clinical Program portion of the Academic Program. Such goals and objectives shall be consistent with those necessary for the University to be eligible for accreditation by the appropriate governing body or council on accreditation. The parties further agree that they will (a) collaborate in the development of schedules and assignments for the Students participating in the Clinical Program; and (b) implement coordinated planning and evaluation of the educational affiliation described in this Agreement through ongoing communications between the parties.

**2. Responsibilities of Affiliate.**

2.1 Responsibilities. Affiliate shall be responsible for the following:

(a) To provide Students with learning experiences during the Clinical Program, including practice and/or observation, interdisciplinary collaboration, rounds, staff conferences,

in-service, and such other learning experiences with respect to each Academic Program as identified in Exhibit A, which may be revised and updated from time to time;

(b) To allow Students and the University's faculty members and/or professional staff ("Faculty Members") access to the Affiliate's clinical facilities, library, cafeteria, and parking (the "Facilities"), in connection with the Clinical Program, and provide a safe and secure place for Students to store personal items;

(c) To provide Students an orientation on their responsibilities under the Clinical Program; the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"); applicable regulations issued by Occupational Safety and Health Administration ("OSHA"); the Facilities; the Affiliate's policies and procedures, and any emergency procedures and contacts;

(d) To provide Students all necessary safety equipment required at the clinical site including, but not limited to, masks, safety glasses and other Personal Protective Equipment ("PPE"), and any other special equipment that is required for the Clinical Program and, if applicable, reasonable storage space for such equipment;

(e) To provide Students and Faculty Members a copy of the Affiliate's administrative policies and procedures;

(f) To comply with Occupational Safety and Health Administration with respect to Students while participating in the Clinical Program;

(g) To permit Faculty Members to supervise Students at the Affiliate during the Clinical Program;

(h) To maintain its health facility licensure as required by applicable law and meet criteria for accreditation as established by The Commission on Accreditation of Allied Health Education Programs, or other appropriate accrediting agency, as applicable; and

(i) To designate a representative of the Affiliate acceptable to the University as a clinical education supervisor ("Clinical Supervisor") who will be responsible to coordinate and direct the Students' clinical experience, provide a planned supervised clinical program, and evaluate and report on each Student's performance at the end of each rotation on an evaluation form provided by the University.

2.2 Medical Treatment of Students. If a Student requires emergency medical treatment while on site at the Affiliate, then the Affiliate will provide such emergency care as is provided to its employees. If the Affiliate does not have the resources to provide emergency care, the Affiliate will refer the Student to the nearest emergency department. With the exception of emergency medical treatment, the Affiliate will assume no other responsibility for the medical treatment of Students while on site at the Affiliate. Students are responsible for their respective health care costs if medical care or treatment is necessary.

2.3 Patient Care. Students will be under the direction, supervision, and control of the Affiliate with respect to their relationship with Affiliate's patients and employees. Affiliate may set standards and establish reasonable rules and regulations that may govern the conduct of all Students rotating at Affiliate. Affiliate shall provide supervision of all patient care services and activities and will have sole responsibility and control over all aspects of patient care.

2.4 Insurance. Affiliate will maintain for itself, its employees and agents, (a) general liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate and (b) professional liability insurance for itself, each of its own physicians and professional employees participating in the Clinical Program, in an amount not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate, or a program of self-insurance. Affiliate will provide certificates of insurance evidencing such coverage to the University upon request.

### **3. Responsibilities of the University.**

3.1 Responsibilities. University shall be responsible for the following:

(a) To plan and administer the educational programs for the Students, including that portion of the Academic Program that relates to Clinical Program;

(b) To prepare Students through classroom instruction, clinic, and laboratory practice, as applicable for each Academic Program, for Clinical Program at the Facility;

(c) To review the qualifications of each Student rotating at Affiliate prior to participation in the Clinical Program to ensure that the Student is fully qualified to assume and carry out the requirements of the Clinical Program;

(d) To assure that each Student rotating at Affiliate is either a United States citizen or has a valid visa;

(e) To determine the schedule of student assignments and to only assign Students who have satisfactorily completed the academic portion of their respective Academic Programs;

(f) To establish the clinical education objectives of each Clinical Program and to communicate the same to the Clinical Supervisor. The University shall provide Faculty Members who will plan and evaluate the Clinical Program, in conjunction with the Clinical Supervisor;

(g) To provide Faculty Members who are qualified for direct and/or indirect instruction and evaluation of the Students. Such Faculty Members shall be responsible for the overall supervision of the Students at the Facilities;

(h) To advise Students and Faculty Members of their responsibility for complying with the Affiliate's applicable policies and procedures.

### 3.2 Immunizations and Background Checks.

(a) If the Affiliate requires proof of immunizations prior to commencement of a Student's participation in a Clinical Program, the Affiliate will provide prior written notice to the University of the required immunizations. The University will provide, or will cause the Students to provide, to Affiliate evidence of such immunization prior to commencement of the Clinical Program. The Affiliate agrees that immunization health records shall be governed by and be in accordance with HIPAA and any other applicable federal or state laws governing the protection of health information.

(b) If the Affiliate requires a criminal background check prior to commencement of a Student's participation in a Clinical Program, the Affiliate will provide prior written notice to the University and any applicable screening form. The University will inform the Student that completion of the criminal background check is a condition to participation in the Clinical Program, and the University will provide, or will cause the Student to provide, to Affiliate a copy of the Student's criminal background check. The Affiliate agrees to maintain the confidentiality of the information contained in the criminal background check.

3.3 Confidential Information. The University shall advise Students and Faculty Members that, during their participation in the Clinical Program at Affiliate, they may have access to information and documents, including data, educational materials, medical records, materials relating to business, protocols, guidelines, pricing, strategies, compensation levels, financial information, trade secrets, and technology regarding or concerning Affiliate (collectively, the "Confidential Information"). The University agrees that it shall advise and educate Students and Faculty Members on their obligation to maintain all Confidential Information in strict confidence at all times during the course and after the termination of this Agreement and to neither use nor disclose any Confidential Information to which they have access, other than as expressly permitted by Affiliate. At the expiration or termination of a Student's or Faculty Member's Clinical Program at Affiliate or of this Agreement, the University agrees that it will advise Students and Faculty Members to return or destroy all written or otherwise Confidential Information in accordance with Affiliate's instructions.

3.4 Records. The University shall maintain all educational records and reports relating to Students participating in Clinical Programs, including records prepared by Affiliate. Affiliate will refer all requests for information respecting such records to the University.

3.5 Insurance. The University will maintain professional liability insurance for each of the Students and Faculty Members participating in the Clinical Program in an amount not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate. The University will provide certificates of insurance evidencing such coverage to the Affiliate upon request. The University is protected by the New Jersey Tort Claims Act and does not maintain general liability insurance.

#### **4. Mutual Responsibilities.**

##### **4.1 Responsibilities.**

(a) The parties agree that they will: (a) collaborate in the development of schedules and assignments for the Students; and (b) implement coordinated planning and evaluation of the affiliation through ongoing communication between the parties. At least four (4) weeks prior to start of any session or semester, the University will notify the Affiliate of the number and names of the Students who will participate in a Clinical Program. At least two (2) weeks from the date of the University notice, the Affiliate will provide notice to the University of the Affiliate's approval to accept the Students for such session or semester.

(b) The University and the Affiliate shall assure the Clinical Program is conducted, and Students are required to conduct themselves, in accordance with (a) The Commission on Accreditation of Allied Health Education Programs; (b) all applicable policies, procedures, rules and regulations of Affiliate; (c) full observance of all appropriate and professional conduct; (d) full cooperation with other health care professionals; and (e) safe and effective patient care under supervision commensurate with the Students' level of advancement and responsibility.

(c) Both parties shall inform one another, in writing, of the following: changes in Academic Program, changes in the availability of learning opportunities, and staff changes affecting either academic preparation or the Clinical Program.

(d) Forms required by the appropriate professional accrediting associations(s) will be completed and exchanged between the parties as necessary, and such information as is reasonably requested by either party for such purpose will be supplied by the other in a timely manner.

4.2 Discrimination. Neither party will discriminate based upon race; creed; color; national origin; ancestry; age; sex; marital status; familial status; affectional or sexual orientation; atypical heredity, cellular, or blood trait; genetic information; liability for training and service in the Armed Forces of the United States; or disability.

4.3 Indemnification. To the extent permitted by law, each party shall indemnify and hold the other party, its officers, directors, employees, students and agents, harmless from and against any and all claims, demands, suits, liabilities, judgments, losses, damages, costs, and expenses of every kind and character (including but not limited to reasonable attorney's fees and defense costs) incurred by, or asserted or imposed against the party seeking indemnification resulting from, in connection with, or arising out of (a) any breach of this Agreement by the indemnifying party, or (b) any act, omission, or negligence of the indemnifying party, its officers, directors, employees, Students and agents.

4.4 Patient Confidentiality. The University and the Affiliate acknowledge that the Affiliate is a "covered entity" as defined in the privacy regulations promulgated pursuant to HIPAA. To the extent Students and Faculty Members have access to protected health information

(“PHI”), as such term is defined under HIPAA, due to their participation in the Clinical Program at the Affiliate, it is agreed that for HIPAA compliance purposes only, such Students and Faculty Members are deemed to be part of the Affiliates “workforce” and involved in the Affiliate’s “healthcare operations,” as such terms are defined in HIPAA. The Students and Faculty Members shall be subject to the Affiliate’s policies and procedures governing the use and disclosure of PHI. The parties further agree that the Affiliate’s responsibilities related to the Clinical Program contemplated by this Agreement do not constitute a business associate relationship under HIPAA.

4.5 Student Confidentiality. The Affiliate shall comply with the requirements of the Family Educational Rights and Privacy Act (“FERPA”) to the extent it maintains any student records.

4.6 Discipline; Removal. The University shall have sole responsibility for conducting any Student disciplinary proceedings in accordance with the University’s policies and procedures. Notwithstanding the above, Students or Faculty Members who fail to comply with the Affiliate’s policies, procedures, rules or regulations or in any way threaten or impair the delivery of Affiliate’s health services may be removed from participation in the Clinical Program. If the Affiliate determines to remove a Student or Faculty Member from participation in a Clinical Program, the Affiliate shall notify the University in writing within twenty-four (24) hours. The parties will determine jointly if and when a Student or Faculty Member who has been removed may be permitted to return.

4.7 Use of Name. No party shall use the other party’s name, insignia, or symbols, or any variations or combination thereof, or the name of any trustee, employee or student for any purpose whatsoever, without the other party’s prior written approval.

4.8 Representations and Warranties. Affiliate represents and warrants that it is in compliance with all federal, state and local laws, regulations, executive orders, protocols and guidance for operations during the COVID-19 pandemic and that, prior to commencement of the Clinical Programs, Affiliate will (a) provide to Students Affiliate’s specific rules and regulations for operations during the COVID-19 pandemic, (b) instruct Students on the specific COVID-19 operating practices and the proper use of PPE associated with the risk level of the work to be performed by the Students, and (c) provide Students with all required PPE associated with the risk level of the work to be performed by the Students.

## **5. Term and Termination.**

5.1 This Agreement shall commence as of the Effective Date and continue for a period of three (3) years. Thereafter, this Agreement shall automatically renew for additional one-year terms, unless terminated as provided in Section 4.2. This Agreement shall amend, supersede and replace any existing agreements between the parties for clinical programs.

5.2 This Agreement may be terminated by either party, with or without cause, upon ninety (90) days’ written notice to the other party. In the event of termination, the parties agree to take reasonable steps, as appropriate, to complete all Clinical Programs at the Affiliate in effect at the time of notice of termination. This Agreement also may be terminated at any time by mutual consent of the parties.

6. **Status.** No Student, Faculty Member, employee or agent of the University shall, for any purpose, be deemed an employee of Affiliate. It is further understood that Students assigned to Affiliate are not entitled to any compensation for participation in a Clinical Program. Affiliate shall not be responsible for any workers' compensation, unemployment, disability, or similar benefits for such Students.

7. **General Provisions.**

7.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to subject matter hereof, and all prior discussions, agreements or understandings, whether verbal or in writing, are hereby merged into this Agreement.

7.2 **Amendment.** This Agreement may be amended at any time by mutual consent of the parties, provided that any amendment shall be in writing and signed by representatives of both parties. Additional terms specific to each Academic Program or additional locations of the Affiliate shall be detailed in writing and included in Exhibit A to this Agreement.

7.3 **Compliance with Laws.** The parties agree to perform their respective obligations hereunder in compliance with all applicable federal, state, and local laws and standards.

7.4 **Relationship Between Parties.** This Agreement shall not be construed to create any joint venture, partnership, employment or other agency relationship between University and Affiliate. Nothing in this Agreement shall be construed to prohibit either party from entering into other affiliation arrangements for the conduct of their programs.

7.5 **Notices.** Any notice to be provided under the terms of this Agreement shall be sent by certified or registered mail or by national overnight delivery service to the following contacts for each party:

<p><u>If to Affiliate:</u></p>          <p>Attn:</p>	<p><u>If to STOCKTON UNIVERSITY:</u> Stockton University School of Health Sciences 101 Vera King Farris Drive Galloway NJ 08205 ATTN.: Dean, School of Health Sciences</p>
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7.6 **Choice of Law.** This Agreement shall be interpreted and controlled by the laws of the State of New Jersey, without regard to its conflict of law provisions. Any and all claims or disputes between the Affiliate and the University arising out of or relating to the Agreement shall be commenced in the New Jersey courts located in Atlantic County, New Jersey, or the federal courts located in the State of New Jersey. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Each party will be responsible for their own attorney fees, regardless of who is the prevailing party.

7.7 Assignment. No assignment or transfer of this Agreement by either party, in whole or in part, whether by operation of law or otherwise, may be made without the prior written consent of the other party; provided, however, that either party shall have the right to assign to an entity that is controlled by, under common control with, or that controls that party.

7.8 Severability. If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.

7.9 Counterparts. This Agreement may be executed in any number of counterparts, and by facsimile or electronic signature, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Affiliation Agreement to be executed by their duly authorized representatives as of the Effective Date.

**AFFILIATE:**

**STOCKTON UNIVERSITY:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Brent L. Arnold, PhD, ATC, FNATA  
Dean, School of Health Sciences

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A**

**ACADEMIC PROGRAMS and LOCATIONS**

Occupational Therapy, Physical Therapy, Speech-Language Pathology,  
Nursing, Exercise Science or Public Health