

CLINICAL AFFILIATION AGREEMENT

This Clinical Affiliation Agreement by and between **Rutgers, The State University**, an instrumentality of the State of New Jersey, a public entity, on behalf of its **Rutgers Biomedical and Health Sciences (“RBHS”) - Rutgers School of Nursing (“University”)**, 65 Bergen Street, Newark, New Jersey 07107 for the clinical education of **BS in Nursing, MSN, Post Master’s Certificate, Doctoral, or Anesthesia Students** and **Union Township Public Schools (“Facility”)** 2369 Morris Avenue, New Jersey 07083.

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 Clinical Affiliation Agreement is to identify the mutual responsibilities and expectations of the University and the clinical Facility. University and Facility may be referred to herein as “parties” collectively or “party” individually.

1. General Information.

- A. The Facility will accept students in the University’s **Rutgers, School of Nursing, BS in Nursing, MSN, Post Master’s Certificate, Doctoral, or Anesthesia Programs** for clinical instruction in the **BS in Nursing, MSN, Post Master’s Certificate, Doctoral, or Anesthesia Programs**. This Clinical 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 Clinical 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 Clinical 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 Clinical 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 Clinical 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 Clinical 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 Clinical 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 have full responsibility for the planning and the execution of the curriculum for its students including the administration, and curriculum content
- D. University faculty will collaborate with Facility personnel in selecting clinical experiences. University faculty will provide oversight and evaluation of all students.
- E. For prelicensure students, the University will maintain a student to instructor ratio not to exceed 10 to 1.
- F. The University will provide to the appropriate personnel at the Facility a list of University students to receive clinical training at the Facility and will update such list as necessary.
- G. The University will promptly consider any reasonable request by the Facility for withdrawal of students for sufficient and good cause.

H. The University shall provide the staff of the Facility's clinical department with opportunities on an annual basis to participate in the development of specific educational objectives for each student experience as well as in the joint planning and evaluation of the effectiveness of the clinical experience, with input from students.

I. Liability Insurance:

1. University shall be responsible for its own negligent acts or omissions or those of its officers, agents, students, or employees to the full extent allowed by law. University shall maintain at its' own cost throughout the term of this Clinical Affiliation Agreement, a policy or policies of insurance covering general liability claims with minimum limits of \$3,000,000 per occurrence and \$5,000,000 in the aggregate, and covering professional liability claims with minimum limits of \$1,000,000 per claim and \$3,000,000 in the aggregate.

3. Responsibility of the Facility.

A. The Facility shall provide clinical instruction and supervision of the students by personnel qualified in **Nursing** 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 shall jointly plan and evaluate the clinical experience.

C. The Facility shall provide immediate emergency health care to the faculty, if any, 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. Facility shall be responsible for its own negligent acts or omissions or those of its officers, agents, students, or employees to the full extent allowed by law. Facility shall maintain at their own cost throughout the term of this Agreement, a policy or policies of insurance covering general liability claims with minimum limits of \$3,000,000 per occurrence and \$5,000,000 in the aggregate, and covering professional liability claims with minimum limits of \$1,000,000 per claim and \$3,000,000 in the aggregate.

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 Clinical Affiliation Agreement. Any failure to furnish such material or to keep such insurance coverage in full force and effect during the term of this Clinical 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 Rutgers University – Rutgers School of Nursing, 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.
- G. The facility is prohibited from using the Rutgers name, or any part thereof, its logo or symbol, or names of Rutgers components, without prior approval by the Rutgers University Department of University Relations.
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://policies.rutgers.edu/B.aspx?BookId=12209&PageId=459581&Search=Student%20Accident%20and%20Health%20Insurance%20>
 - 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/B.aspx?BookId=11922&PageId=459239&Search=student%20health%20>
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 Clinical 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://rutgershealth.org/sites/default/files/2022-09/rbhs-policy-101-1-4.pdf>

6. Indemnification.

- A. *Indemnification by University.* To the fullest extent allowed by law, University shall, during the term of this Clinical Affiliation Agreement, indemnify and hold Facility and its employees, agents, directors, officers and affiliated corporations and their respective officers, directors and employees (individually and collectively, the "Facility Indemnitees") harmless from all legal liability, injury or damage, including reasonable attorney's fees, costs and expenses for bodily injuries, public liabilities, and property damage (individually a "Claim" and collectively, "Claims") arising out of the negligent acts of any University students and/or employees in connection with the **BS in Nursing, MSN, Post Master's Certificate, Doctoral, or Anesthesia Programs** and the activities set forth in this Clinical Affiliation Agreement; provided, however, that University will not indemnify or hold the Facility Indemnitees harmless for any Claims arising from the negligence or willful misconduct of a Facility Indemnatee and further provided, however, that Claims shall be brought in accordance with the timeliness and notice requirements of the New Jersey Tort Claims Act. This indemnification provision shall survive the termination or expiration of this Clinical Affiliation Agreement for Claims that arose while this Clinical Affiliation Agreement was in effect.
- B. *Indemnification by Facility.* To the fullest extent allowed by law, Facility shall, during the term of this Clinical Affiliation Agreement, indemnify and hold University and its students, employees, agents, directors, officers and affiliated corporations (including schools, institutes, and centers) and their respective students, officers, directors and employees (individually and collectively, the "University Indemnitees") harmless from all Claims arising out of the negligent acts of any Facility employee in connection with the **BS in Nursing, MSN, Post Master's Certificate, Doctoral, or Anesthesia Programs** and the activities set forth in this Clinical Affiliation Agreement; provided, however, that Facility will not indemnify or hold University Indemnitees harmless for any Claims arising from the negligence or willful misconduct of a University Indemnatee. This indemnification provision shall survive the termination or expiration of this Agreement for Claims that arose while this Clinical Affiliation Agreement was in effect.
- C. *Tort Claims Act.* University is an institution of higher education created and operated pursuant to laws of the State of New Jersey and is constituted as an instrumentality of the State of New Jersey. All tort claims against University, its employees, and its students are governed by the terms and provisions of the New Jersey Tort Claims Act,

N.J.S.A. 59:1-1 et seq. (“NJTCA”), including the requirement for filing a Notice of Tort Claim.

7. Term of Clinical Affiliation Agreement.

- A. The term of this Clinical Affiliation Agreement shall run from **November 10, 2025** (the “Effective Date”) until **November 10, 2027**. This Clinical Affiliation Agreement shall thereafter be automatically reviewed and renewed for periods of one (1) year unless either party hereto shall notify the other party in writing not less than one hundred twenty (120) days prior to the termination of this Clinical Affiliation Agreement that either party wishes not to renew this Clinical 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, Esq.
Vice Chancellor and Chief of Staff, Rutgers Health
Office of the RBHS Chancellor Rutgers University
65 Bergen Street
Newark, New Jersey 07103

With a copy to:

Kyle D. Warren, PhD
Senior Vice Dean, School of Nursing
Associate Vice Chancellor, Rutgers Health
Rutgers University - School of Nursing
110 University Avenue, Ackerson Hall, Suite 102
Newark, New Jersey 07111

To the Facility:

Dr. Gerry Benaquista
Superintendent of Schools
Union Township Public Schools
2369 Morris Avenue
Union, New Jersey 07083

- B. It is understood and agreed that the parties to this Clinical Affiliation Agreement may revise or modify this Clinical Affiliation Agreement by written amendment when both parties agree to such amendment.

- C. Upon early termination of this Clinical Affiliation Agreement, a student currently receiving clinical training shall be provided with a reasonable amount of time to complete his or her clinical education.

8. Insertion of Law.

It is the intent and understanding of the parties to this Clinical Affiliation Agreement that each and every provision required by law to be inserted in this Clinical 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 Clinical 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.

9. Choice of Law and Venue.

This Clinical 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 Clinical 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.

10. Warranties.

- A. The undersigned warrants and represents that this Clinical 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 Clinical 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.

11. 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.

12. Counterparts; Entire Agreement.

This Clinical 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. This Agreement constitutes the entire agreement between the parties respecting the subject matter hereof and supersedes any and all prior agreements, understandings or commitments, written or oral, between the parties hereto concerning the subject matter hereof. Both parties acknowledge that they have had an opportunity to review the terms of the Agreement.

13. 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 Clinical Affiliation Agreement to be executed by their duly authorized representatives as of the dates written below.

UNION TOWNSHIP PUBLIC SCHOOLS

**RUTGERS, THE STATE UNIVERSITY OF
NEW JERSEY, ON BEHALF OF ITS
RUTGERS BIOMEDICAL AND HEALTH
SCIENCES - SCHOOL OF NURSING**

Recommended By:

Name: _____
(Please print or type)

Name: Kyle D. Warren, PhD
(on behalf of) Angela Starkweather, PhD, ACNP-BC,
FAANP, FAAN, *Dean - School of Nursing*

Signature: _____

Signature: _____

Title: _____

Title: Senior Vice Dean, School of Nursing
Associate Vice Chancellor, Rutgers Health

Date: _____

Date: _____

Approved By:

Name: _____
(Please print or type)

Name: Steven Andreassen, Esq.

Signature: _____

Signature: _____

Title: _____

Title: Vice Chancellor and Chief of Staff, Rutgers Health

Date: _____

Date: _____