**STUDENT AFFILIATION AGREEMENT**

BETWEEN ROWAN UNIVERSITY AND \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

This Student Affiliation Agreement (“Agreement”) is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_, 2019 (the “Effective Date”) by and between Rowan University (hereinafter, “SCHOOL”) a public research institute located at 201 Mullica Hill Road, Glassboro, NJ 08028 and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereinafter, “AFFILIATE”) located at \_\_\_\_\_\_\_\_\_\_\_\_\_.

# **WITNESSETH**

WHEREAS, AFFILIATE is a school district established under N.J.S.A. 18A:46-29, et seq. with authority to provide for the education and treatment of disabled children, as set forth therein; and

WHEREAS, SCHOOL is a post-secondary educational institution, full licensed to provide a course of education, including provision for Field and Student Teaching Experience, Physical Therapy, Nursing, Social Work, TOSD, etc. (the “Program”); and

WHEREAS, AFFILIATE has the ability, through its certified personnel, to assist THE SCHOOL in the conduct of the Program through supervision of Program participants, observation of their performance of certain clinical experiences according to the educational objectives of the Program, and consultation with representatives of THE SCHOOL regarding the success of Program participants in achieving such educational objectives; and

WHEREAS, THE SCHOOL and AFFILIATE desire to enter into this Agreement to set forth their respective rights and obligations in the conduct of the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

**1. RECITALS**

The recitals contained in the foregoing preamble are fully incorporated herein by this reference.

**2. TERM**

This Agreement shall be effective from the date of its execution, including all attached Schedules, and thereafter from year-to-year unless terminated by either party in accordance with the provisions herein.

**3. ADMISSION**

THE SCHOOL shall provide AFFILIATE with at least thirty (30) calendar days’ prior written notice of any student it proposes to participate in the Program, as well as providing AFFILIATE with any Specific Conditions to that student’s clinical experience as provided in Paragraph 4b below. AFFILIATE shall attempt to accommodate all prospective Program participants; however, if AFFILIATE is not able to accommodate any prospective Program participant because of factors, such as proposed Specific Conditions to that student’s Program participation or other circumstances resulting in an inability by certified personnel of AFFILIATE to oversee that Program participation, AFFILIATE shall so notify THE SCHOOL in writing as soon as possible after receipt of such notice. In that event, AFFILIATE shall not be obligated to provide services to that student as a Program participant.

THE SCHOOL will assign to the Program only those students who meet THE SCHOOL’S AND AFFILIATE’S standards of maturity, health, fitness and ability. THE SCHOOL will only assign students whose courses and experiences as determined by both THE SCHOOL and AFFILIATE demonstrate that the student can safely and effectively practice in the clinical setting at AFFILIATE. THE SCHOOL shall require that students pass a pre-entrance and annual physical examination, which shall include tests for rubella and tuberculosis, and proof of routine immunizations. Prior to commencement of the Program, each Program participant shall provide AFFILIATE with written evidence of a recent negative result of a Mantoux Tuberculin Test. If requested by AFFILIATE, THE SCHOOL shall provide health status information prior to the commencement of the Program or at any other time during the conduct of the Program upon reasonable request.

Prior to commencement of the Program, all Program participants shall be required to complete and to submit to AFFILIATE, in acceptable form, a Non-Employee Application (Schedule ‘B’ attached hereto), a Volunteer Participation Agreement (Schedule ‘C’ attached hereto) and a Certification of Criminal History (Schedule ‘D’ attached hereto).

All Program participants shall be provided by AFFILIATE with copies of any written policies relevant to the Program, including, specifically, the requirement that each Program participant maintain the confidentiality of all pupil records to which the participant may have access under the Program.

**4. CONDUCT OF THE PROGRAM**

**a. General Conditions**

(i) Representatives of AFFILIATE and THE SCHOOL shall establish common educational objectives for all Program participants, methods for implementation of those educational objectives, and procedures for communicating such implementation to representatives of THE SCHOOL and Program participants. Such General Conditions shall form a part of this Agreement and be attached hereto as Schedule ‘A’.

(ii) The parties shall cooperate to evaluate the Program and to cooperate with each other in completing forms required by professional accrediting associations. AFFILIATE representatives shall provide general information on each Student’s clinical performance and any deficiencies, pursuant to a format to be agreed upon by the parties. However, THE SCHOOL shall be responsible for the determination of the student’s progress towards meeting the goals of the Program and completion of all Program documentation.

(iii) THE SCHOOL shall assume full responsibility for disciplining any student who fails to meet any requirement of the Program. Upon written notice to THE SCHOOL and to the Program participant, AFFILIATE may terminate any participant in the Program at any time for reasonable cause, including circumstances under which it is determined in the sole discretion of AFFILIATE that a participant has continually failed to comply with Program conditions as a result of which his/her continuing participation in the Program represents a risk to the well-being of service recipients under the Program or seriously impairs the ability of AFFILIATE to provide educational services and treatment to its students and other recipients of services. If either THE SCHOOL or AFFILIATE requests that a particular student withdraw from the Program, THE SCHOOL shall be solely responsible for assuring that the student ceases to participate in the Program. Additionally, AFFILIATE may take any steps necessary to terminate that student’s access to AFFILIATE’S facilities.

(iv) THE SCHOOL shall be responsible for informing its students of their obligations under this Agreement, including their obligation to act prudently and reasonably within the limits of their knowledge, experience and training. THE SCHOOL shall also inform the students that they remain students of THE SCHOOL while they are at AFFILIATE. Therefore, the ultimate responsibility for the educational services and treatment provided to AFFILIATE students or other recipients resides with AFFILIATE and its staff, and THE SCHOOL’S students and faculty shall act accordingly.

(v) No services shall be provided to AFFILIATE students or other recipients of services, and there shall be no interaction otherwise with AFFILIATE students or other recipients of services, except under the direct supervision of certified personnel of AFFILIATE. Any service provided by a Program participant to any AFFILIATE student or other service recipient shall be terminated immediately, at any time, upon the direction of AFFILIATE certified personnel supervising such service.

(vi) Students are responsible for their own transportation to and from AFFILIATE.

(vii) If students are unable to attend scheduled activities for any reason whatsoever, they shall notify the appropriate persons at AFFILIATE and THE SCHOOL.

(viii) Students shall respect all property belonging to AFFILIATE, and THE SCHOOL shall be responsible to repair or replace any property damaged or destroyed by students.

(ix) AFFILIATE may require students to adhere to fixed training schedules, to wear attire acceptable to AFFILIATE, and to follow any directions regarding the manner of personal interaction while participating in the Program.

(x) AFFILIATE shall orient and adequately inform Program participants regarding any rules, policies, procedures, or customs of AFFILIATE.

(xi) All Program participants shall be informed by THE SCHOOL of the advisability of their obtaining separate health insurance coverage, at their own expense, during their participation in the Program since no health benefits will be made available through AFFILIATE.

(xii) Program participants shall have no affiliation with AFFILIATE, except as specifically described in this Agreement, and specifically shall not be considered as employees of AFFILIATE and shall not be entitled through AFFILIATE to any compensation or other employee benefits, including either health insurance or workers’ compensation coverage.

**b. Specific Conditions**

Any Specific Conditions applicable to a specific Program participant are attached hereto as Schedule E, including written acknowledgement of the Program participant of the terms of this Agreement, including any such Specific Conditions.

**5. RELATIONSHIP BETWEEN AFFILIATE AND THE SCHOOL**

Through execution of this Agreement, AFFILIATE has formed no affiliation with THE SCHOOL and has incurred no obligations beyond those specifically set forth in this Agreement. AFFILIATE assumes no liability to THE SCHOOL or to any Program participant regarding that participant’s achievement of any educational objectives through participation in the Program.

**6. INSURANCE**

The liability of THE SCHOOL and its employees shall be subject to all the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., (“Act”) the New Jersey Contractual Liability Act, N.J.S.A. 59-13-1 et seq., and the availability of appropriations.

THE SCHOOL does not carry public liability insurance but the liability of the State and the obligation of the State to be responsible for tort claims against the State or its employees are covered under the terms and provisions of the Act.  The Act also creates a special self-insurance fund and provides for payment of claims under the Act against the State or against its employees, for whom the State is obligated to indemnify against tort claims which arise out of the performance of their duties.

THE SCHOOL will provide its students participating in this program with professional liability and general liability coverage with independent policy limits of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate per year. Coverage will extend to activities performed under this agreement. AFFILIATE is to be named as an additional insured on the General Liability policy, solely with respect to this Agreement. Certificates of insurance will be provided upon request.

**7. TERMINATION**

a. Either AFFILIATE or THE SCHOOL may terminate this Agreement without cause, by giving written notice to the other party specifying a date of termination at least thirty (30) calendar days following the day the notice is sent. Furthermore, either party may terminate this Agreement upon five calendar (5) days’ notice if the other party has breached any of the terms or conditions set forth herein if such breach is not cured within such five (5) calendar day period.

b. The cancellation of this Agreement by AFFILIATE without just cause pursuant to Paragraph 7a above shall not affect the ability of any existing Program participant to complete the Program if such participation is commenced on or before the date of termination. Nevertheless, this sub-paragraph shall not apply in the event the termination occurs as a result of breach of this Agreement by THE SCHOOL as provided in Paragraph 6 above.

**8. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement by and between the parties hereto with respect to each party’s rights and responsibilities contemplated herein, superseding all prior understandings or agreements between the parties.

**9. WAIVER/MODIFICATION**

Failure by AFFILIATE or THE SCHOOL to insist upon or enforce any of their rights hereunder shall not constitute a waiver thereof, and nothing shall constitute a waiver of either party’s right to insist upon strict compliance with the provisions hereof. No oral modification hereof shall be binding upon the parties, and any modification shall be in writing and signed by the parties.

**10. JURISDICTION**

In any action or proceeding brought hereunder or in respect hereof, the parties consent to the personal judicial jurisdiction of the Superior Court of New Jersey, Atlantic County.

**11. APPLICABLE LAW**

This Agreement shall be governed by and construed under the substantive laws of the State of New Jersey, excluding choice of law rules thereof.

**12. COMPLIANCE WITH LAW AND ACCREDITATION**

**a) Security and Privacy:** While performing its duties and obligations under this Agreement, the parties shall, and shall cause their employees, physicians, students, agents, and subcontractors to comply with all laws and regulations that apply to the confidentiality and security of AFFILIATE students and other service recipients as governed by the federal Health Insurance Portability and Accountability Act of 1996 as amended (‘HIPAA”), 42 U.S.C. 1171 et seq. and regulations issued under it, which are now in force or which may subsequently be in force. The parties agree that if necessary, they shall amend this Agreement to comply with or effectuate HIPPA and the regulations issued under it. Each student, who participates in the Program under this Agreement, shall be required by AFFILIATE to sign a Statement of Confidentiality and HIPAA consent and Responsibility Form (“Statement”) attached hereto as Schedule F, as it may be amended from time to time or similar documentation and comply with any of AFFILIATE'S training requirements regarding HIPAA. A copy of the signed Statement shall be provided to the Principal or Program Supervisor for each student.

**b) Accreditation:** AFFILIATE shall comply with the accreditation and professional standards of the Council on Accreditation (COA) and shall cooperate with THE SCHOOL in any manner reasonably requested, in connection with any effort undertaken by THE SCHOOL to obtain accreditation from COA or any other like body.

**c) Warranty:** The parties to this Agreement represent and warrant that neither they nor any of their personnel who provide services under this Agreement, either directly or indirectly or through subcontractors, have been suspended, excluded from participation in or penalized by Medicaid, Medicare or any other state or federal reimbursement program.

**d) Non-Discrimination:** Neither party shall unlawfully discriminate among students covered by this Agreement on the basis or race, color, national origin, gender, age, creed, religion, marital status, sexual orientation, veteran status, physical or mental handicap or disability, or any legally protected factor; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in an of itself preclude the student’s effective participation in the Program.

**13. SEVERABILITY**

If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be deemed invalid or unenforceable, then and in such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to whom or to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and enforceable thereto to the fullest extent permitted by law.

**14. NO ASSIGNMENT**

Neither party may sell, transfer, assign, or otherwise convey its rights or obligations under this Agreement without the prior written consent of the other, which consent shall not be unreasonable withheld.

**15. NOTICES**

All notices or other communications required or permitted under this Agreement, unless otherwise stated, shall be deemed duly given if in writing and delivered personally or sent by reputable overnight courier service (with package tracking capability) or certified mail, return receipt requested, first-class postage prepaid, addressed as follows:

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| --- |
| If to AFFILIATE: |

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| If to THE SCHOOL: |

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this day and year first above written.

ATTEST:

By:

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

Date

ATTEST: ROWAN UNIVERSITY

By:

James A. Newell

Provost

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

Date