**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 and SCHOOL have an interest in supporting educational programs and in working cooperatively with other institutions dedicated to public service and educational endeavors; and

WHEREAS, AFFILIATE and SCHOOL agree that patient care can best be achieved and facilitated when a stimulating educational environment is maintained; and

WHEREAS, it is in the interest of AFFILIATE to participate in the training and education of future providers in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [**IDENTIFY AREA OF STUDY**] (hereinafter, the “Program”) to help meet the needs of the state of New Jersey.

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. **Term** . This Agreement shall continue from the Effective Date above unless either party gives written notice of termination to the other party at least ninety (90) days prior to the desired termination date.

2. **Rules and Regulations**.SCHOOL shall require each of its students to be aware of, and abide by, AFFILIATE’s accreditation standards including, in part\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ as well as the practices, rules, policies, and procedures of AFFILIATE.

3. **Discipline**. SCHOOL shall have full responsibility for conducting any student disciplinary proceedings in accordance with its own rules and regulations. Notwithstanding the above, AFFILIATE reserves the right to terminate the participation of any student at AFFILIATE’s facilities, upon request of AFFILIATE, if AFFILIATE has determined that the student fails to abide by the practices, rules, policies, or procedures of AFFILIATE or in any way threatens to impair the delivery of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ services to AFFILIATE’s patients.

4. **Educational Records**. SCHOOL shall maintain all educational records and reports relating to the participation by individual students at AFFILIATE in accordance with applicable laws and regulations, and AFFILIATE shall have no responsibility to maintain any records. In the event of pending litigation involving such records, those records shall be maintained until a resolution of the legal action is reached. AFFILIATE will refer all requests for information respecting such records to SCHOOL.

5. **Health Status/Background Checks**. SCHOOL shall ensure that all students placed at AFFILIATE have received relevant immunizations, a recent tuberculosis skin test, screening for PPD, current physical, proof or immunity to childhood communicable diseases, background checks, including without limitation criminal background checks and any required child abuse clearances conducted in accordance with the applicable laws and regulations of New Jersey, have qualifying health status to work directly with patients where applicable, and any other information reasonably requested by AFFILIATE from time to time.

6. **Students Assigned**. SCHOOL shall assign only those students who have satisfactorily completed the required course of study for the current rotation and who meet AFFILIATE’s and SCHOOL’s standards of health and ability. SCHOOL and AFFILIATE shall annually agree upon the number and schedule for such students.

7. **Patient Confidentiality**. SCHOOL shall ensure that all its students placed at AFFILIATE have been educated as to the concepts of privilege and confidentiality in a hospital or community-based practice as well as executing and complying with the terms and conditions contained in Attachment A.

8. **Training**. AFFILIATE shall provide a community-based clinical training rotation for SCHOOL’s students which meets the mutually agreed upon clinical objectives designed for the educational experience of such students.

9. **Supervision and Patient Care**. AFFILIATE shall provide supervision of all patient care activities and shall have full responsibility and authority over AFFILIATE’s administration and patient care.

10. **Medical Records**. To the extent applicable, prior to the end of a student’s rotation at AFFILIATE, SCHOOL shall require each student to complete the medical records of all patients for whom the student provided care. Failure to complete such medical records in a timely manner and in accordance with AFFILIATE’s medical records policy may preclude student from: *(i)* receiving a written evaluation; and *(ii)* participating in any other rotation at AFFILIATE.

11. **Facilities**. SCHOOL’s students may not have access to AFFILIATE’s facilities for any reason other than clinical instruction unless permission has been obtained from appropriate AFFILIATE personnel in advance.

12. **Independent Contractor**. SCHOOL shall notify each student that: *(a)* he/she shall not be deemed to be an employee of AFFILIATE for purposes of compensation, fringe benefits, workers’ compensation, unemployment compensation, minimum wage laws, income tax withholding, social security or any program because of participation in this educational experience; *(b)* each student is placed with AFFILIATE as a part of an academic curriculum and those duties performed by the student are not performed as an employee, but in fulfillment of these academic requirements; and *(c)* the student shall not, at any time, replace or substitute for any employee of AFFILIATE.

13. **Insurance**. The liability of Rowan 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.

Rowan 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.

Rowan University 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. Certificates of insurance will be provided upon request.

14. **Indemnification**. Affiliate shall indemnify, defend and hold the SCHOOL, their respective trustees, directors, officers, agents and employees harmless from and against any and all liabilities, suits, actions, claims, demands, damages, losses, expenses and costs of every kind and character, including defense cost and legal fees, suffered or incurred by or asserted or imposed against the party seeking indemnification and resulting from, connected with, or arising out of any negligent or wrongful act or omission of the indemnifying party or any other agent or employee of the indemnifying party occurring at any time during the term of this Agreement. This section shall survive the expiration or termination of this Agreement.

15. **Confidentiality**. SCHOOL agrees that any information and documents including, without limitation, data, educational materials, medical records, materials relating to business, protocols, guidelines, pricing, strategies, compensation levels, financial information, trade secrets, and technology (collectively, the “Confidential Information”) concerning AFFILIATE, its patients, affiliates, employees, agents, or representatives that are submitted under this Agreement or which SCHOOL becomes aware of during the course of its performance hereunder are confidential and proprietary to AFFILIATE. SCHOOL shall hold all Confidential Information in the strictest confidence and shall protect all Confidential Information with the same degree of care that it exercises with respect to its own proprietary information and in accordance with any and all applicable laws and regulations and AFFILIATE’s policies and procedures. SCHOOL shall obtain no proprietary rights (directly or indirectly) in or to any such materials. SCHOOL shall not disclose the Confidential Information to any third party without the prior written consent of AFFILIATE unless required by law in which event SCHOOL will promptly notify AFFILIATE of such request*.*Upon the expiration or termination of this Agreement, for any reason, SCHOOL shall promptly turn over and return to AFFILIATE all Confidential Information (in whatever form or media) or upon the written direction of AFFILIATE, destroy the Confidential Information. It is acknowledged by the Parties that SCHOOL is a public research institute subject to the Open Public Records Act.

16. **Name and Logo**. No party shall use the other’s name or logo in any descriptive or promotional literature or communication of any kind without the other’s prior written approval.

17. **Publications**. Students must obtain prior written approval of AFFILIATE and SCHOOL before publishing any material relating to the program experience.

18. **Exclusivity**. This Agreement is not intended to conflict with or affect any existing or future affiliation between the parties and institutions not a party to this Agreement. This Agreement is not exclusive.

19. **Compliance**. SCHOOL shall comply with applicable: (***(i)*** Federal False Claims Act (31 U.S.C. § 3729-3733); ***(ii)*** Federal Program Fraud Civil Remedies Act (31 U.S.C. § 3801-3812); ***(iii)*** New Jersey Medical Assistance and Health Services Act (N.J.S. 30:4D-17(a)-(d), 30:4D-7.h, 30:4D-17(e)-(i), and 30:4D-17.1.a)); ***(iv)*** Health Care Claims Fraud Act (N.J.S. 2C:21-4.2, 4.3, and N.J.S 2C:51-5) -17(a)-(d); ***(v)*** New Jersey Consumer Fraud Act (N.J.S. 56:8-2, 56:8-3.1, 56:8-13, 56:8-14, and 56:8-15); ***(vi)*** Conscientious Employee Protection Act (N.J.S. 34:19-1 et seq.); ***(vii)*** New Jersey False Claims Act (N.J.S. 2A:32C-1 et seq.); ***(viii)*** OSHA, CDC regulations, Fair Labor Standards Act, Title VII of the Civil Rights Act of 1964, the AgeDiscrimination in Employment Act, the Americans with Disabilities Act, the Family and Medical Leave Act, Medicare and Medicaid billing and referral regulations, employment laws and regulations; ***(ix)*** accreditation standards such as those set forth by The Joint Commission or the Commission on Accreditation of Rehabilitation Facilities; ***(x)*** requirements imposed under any city, state, federal, foundation, or other award, contract, or grant; ***(xi)*** requirements to secure and maintain permits, licenses, and certifications as required by federal, state, or local authorities; and ***(xii)*** reasonable policies and procedures including, without limitation, anti-discrimination and sexual harassment policies. With respect to *(i)* – *(vii)* of this section, SCHOOL warrants to AFFILIATE that it is aware of such laws and regulations and has disseminate the same to its employees, agents, contractors, and representatives.

20. **Sanctioned Persons**. SCHOOL represents and warrants to AFFILIATE that it and any of its students, agents, employees, officers, and representatives providing services under this Agreement:***(a****)* are not “sanctioned persons” under any federal or state program or law; ***(b****)* have not been listed in the current Cumulative Sanction List of the Office of Inspector General for the United States Department of Health and Human Services for currently sanctioned or excluded individuals or entities; ***(c)*** have not been listed on the General Services Administration’s List of Parties Excluded from Federal Programs; ***(d)*** have not been convicted of a criminal offense related to health care; ***(e)*** have not been listed on the United States Department of Treasury, Office of Foreign Assets Control’s Specially Designated Nationals and Blocked Persons List; and ***(f)*** are not excluded, unlicensed, uncertified, or otherwise debarred or suspended by the: *(1)* New Jersey Treasurer, *(2)* New Jersey Division of Consumer Affairs, *(3)* New Jersey Department of Human Services, *(4)* New Jersey Department of Children and Families, *(5)* New Jersey Department of Health and Senior Services, *(6)* Delaware Health and Social Services Division of Developmental Disability, or *(7)* Pennsylvania Departments of Health or Human Services. SCHOOL shall immediately notify AFFILIATE in the event that SCHOOL is no longer able to make such representations and warranties. Without limitation to any other rights and remedies under this Agreement, afforded by law, or in equity, AFFILIATE may terminate this Agreement, without penalty, with five (5) days written notice, in the event that AFFILIATE has determined that SCHOOL is in breach of this provision.

21 **Applicable Law**. This Agreement shall be deemed to have been made and shall be construed and interpreted by the courts of, and in accordance with the laws of the State of New Jersey, without regard to its conflict of law provisions.

22. **Change of Law**. Notwithstanding anything contained herein to the contrary, either party may notify the other in writing of its intention to terminate this Agreement if at any time any federal, state or local government law, regulation or policy, or the policies of any material third party payor, or interpretations of the foregoing given by a reputable health care attorney, by virtue of this Agreement, cause either party to fail to comply with any such law, regulation, policy or interpretation or shall materially impair (impairment being considered in the legal compliance, operational or financial sense) the continuing validity and/or effectiveness of any material provision hereof. This termination will become effective only if the parties in good faith are unable to agree, within thirty (30) days after receipt of notice of such impairment, upon a modification to this Agreement that will bring the Agreement into compliance with the law, regulation or policy at issue.

23. **Non-Discrimination**. Neither AFFILIATE nor SCHOOL shall discriminate in the performance of this Agreement because of race, color, sex, sexual orientation, age, religion, handicap, marital status, national origin, or any other legally protected class in violation of any applicable federal, state or local law or regulation.

24. **Assignment**. Neither party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other party. Any such assignment is expressly prohibited and shall be deemed null and void. Notwithstanding the foregoing, AFFILIATE shall be permitted to assign its rights and obligations under this Agreement to any other person, entity, or organization affiliated with Bancroft Neurohealth without the consent of SCHOOL.

25. **Severability**. If any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, or the parties determine any provision to be in conflict with any applicable federal, state or local law or regulation, then the remaining provisions of this Agreement shall be unaffected thereby and shall remain in full force and effect.

26. **Authority**. Each party represents that it has the authority to enter into and be bound by this Agreement.

27. **Entire Agreement**. This Agreement together with all exhibits, attachments, and schedules attached hereto: *(a)* constitutes the binding agreement between the parties and shall inure to the benefit of, and be binding upon, the permitted successors and assigns of the parties; and *(b)* represents the entire agreement between the parties and supersedes all prior or contemporaneous agreements, express or implied, oral or written, relating to the subject matter contained herein.

28. **Amendment**. No amendment or modification to this Agreement shall be effective unless the same is in writing, signed by the parties to be charged.

29. **Waiver**. The waiver of a breach of any of the terms hereof shall not be deemed a waiver of any subsequent breach or default whether of the same or similar nature and shall not in any way affect the other terms hereof. No waiver shall be valid or binding unless in writing and signed by the parties.

30. **Notices**. Any notice required to be provided under the terms and provisions of this Agreement shall be in writing, and shall be deemed to be delivered when deposited in the United States mail or national delivery service such as UPS or Federal Express, postage prepaid, certified mail, return receipt requested, and addressed to the respective party at the address set forth below, or any such address as may specify by written notice given to the other party in the manner specified herein:

 AFFILIATE:
Attn: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [**INSERT CONTACT NAME AND MAILING ADDRESS**]

 With Copy To:

SCHOOL: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [**INSERT CONTACT NAME AND MAILING ADDRESS**]

 And

 General Counsel

 Attn: Melissa Wheatcroft

 201 Mullica Hill Road

 Glassboro, NJ 08028

Notwithstanding the above either party may also provide notice by personal delivery.

#### 31. **Cooperation Regarding Claims**. The parties agree to reasonably cooperate in assisting each other and their duly authorized employees, agents, representatives and attorneys, in investigating, defending or prosecuting incidents involving potential claims or lawsuits arising out of or in connection with the services rendered pursuant to this Agreement. This paragraph shall be without prejudice to the prosecution of any claims which any of the parties may have against each other and shall not require cooperation in the event of such claims, or in the event that the parties’ interests are otherwise adverse to one another in any action.

32. **Jointly Drafted**. This Agreement shall be deemed to be jointly drafted by both parties and, in the event of a dispute, shall not be construed against or in favor of either party on account of its participation in the drafting hereof.

33. **Counterparts**. Provided that all parties hereto execute a copy of this Agreement, this Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Executed copies of this Agreement may be delivered by facsimile transmission or other comparable means.

[Signatures page follows]

**IN WITNESS WHEREOF**, this Agreement has been executed by each party’s duly authorized representative in multiple originals.

**AFFILIATE SCHOOL**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Attachment “A”**

**Statement of Confidentiality, HIPAA Minimum Necessary Consent and Responsibility**

I understand and agree to comply with the terms of the Student Affiliation Agreement, as amended from time to time (the “Agreement”), by and between Bancroft NeuroHealth (“Affiliate”) and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[**INSERT CONTRACTOR’S FULL CORPORATE NAME**] (“School”) to receive training and experience in \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Program”). As Consideration for allowing me to participate in the Program at Affiliate:

1.      I understand that my role as a participant in the Program is contingent upon compliance with all policies and rules of Affiliate.  In addition, I understand that I am required to keep confidential patient protected health information.  I recognize and acknowledge that during the course of my participation in the Program, I may become aware of such private and confidential information and that I have access to such information as part of the Program and for educational and training purposes only.  I agree to keep this information confidential forever and not to use or disclose it to others, including all members of the School’s workforce, and its entities, patients and family members, unless there is a need to know and I am otherwise authorized by: *(a)* Affiliate; *(b)* Affiliate’s policies and procedures; *(c)* the patient (for that patient's specific information); or *(d)* where appropriate, as required by law.  I understand that I must comply with Affiliate’s policies and procedures, including but not limited to those regarding protected health information under HIPAA laws and regulations and I acknowledge that I have been trained in the appropriate uses and disclosures of protected health information as they relate to my specific role as a participant in the Program.

2.      I will respect all property belonging to Affiliate and I will be responsible for the cost of repairing or replacing any property damaged or destroyed by me.

3.      I certify that I have no preexisting conditions that would preclude or adversely affect me from being in any clinical areas or participating in the Program.  I am aware of Affiliate’s safeguards against the introduction of infection and I am not aware that I have any infectious disease.

The undersigned, intending to be legally bound, has reviewed this Statement of Confidentiality, HIPAA Minimum Necessary Consent and Responsibility, and agrees to abide by same.

Student Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Student Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Name of School: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_