

## 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 07103 for the clinical education of BSN and MSN Students in the Department of Rutgers, School of Nursing and County of Passaic d/b/a Passaic County Department of Health Services ("Facility"), 930 Riverview Drive #250, Totowa, New Jersey 07512.

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.

### 1. General Information.

- A. The Facility will accept students in the University's **Rutgers, School of Nursing**, for clinical instruction in the **BSN and MSN 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 and University 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 both parties.

- 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 provide to appropriate personnel at the Facility a list of University students to receive clinical training at the Facility and will update such list as necessary.
- D. The University will promptly consider any reasonable request by the Facility for withdrawal of students for sufficient and good cause.
- E. The University shall provide the staff of the Facility's clinical department with opportunities to participate in the development of specific educational objectives for each student experience as well as in the joint planning and evaluation of these experiences.
- F. **Liability Insurance:**
  - 1. The University shall provide for professional and general liability coverage insuring 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. Both liability coverages are governed by the terms and provisions of the State of NJ Tort Claims Act, N.J.S.A. 59:1-1, et seq. School assumes any and all obligations for its employees that are required pursuant to the Workers Compensation and Disability Laws of the State of New Jersey through self-funding.

2. Upon request, the University shall send evidence of the insurance policies required herein to the Office of the Passaic County Counsel. Failure to maintain the insurance policies required herein during the term of this Clinical Affiliation Agreement or to furnish a certificate of insurance upon request shall constitute cause for termination.

3. Nothing stated in this Clinical Affiliation Agreement shall be construed to imply indemnification of any party by the University.

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 and the University's Clinical Coordinator for the **School of Nursing** shall jointly plan and evaluate the clinical experience.

C. The Facility shall provide immediate emergency health care to the faculty, if any, and 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 facilities.

E. Liability Insurance:

1. The Facility shall either obtain and maintain at its own expense during the term of this Clinical Affiliation Agreement, and any renewal thereof, a liability policy including professional and general liability, insuring the Facility and its employees, staff, and agents against any and all claims for bodily injury or death and property damage resulting from the performance of services by the Facility, its employees, staff, and agents under this Clinical Affiliation Agreement. Such policy

shall protect the Facility, its employees, staff, and agents against claims arising against the Facility, its employees, staff, and agents with limits of not less than \$1,000,000 with respect to injury or death to any one person and not less than \$3,000,000 in the aggregate.

2. Upon request, the Facility shall send evidence of the insurance policies required herein to Rutgers University—School of Nursing. Failure to maintain the insurance policies required herein during the term of this Clinical Affiliation Agreement or to furnish a certificate of insurance upon request 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, 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.
- H. Nothing stated in this Clinical Affiliation Agreement shall be construed to imply indemnification of any party by the Facility.

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: <http://academicaffairs.rutgers.edu/rutgers-biomedical-and-health-sciences-policies>
- 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: <http://academicaffairs.rutgers.edu/rutgers-biomedical-and-health-sciences-policies>. Students shall also comply with all applicable New Jersey Department of Health regulations.

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. If a student did not complete a background check at the time of admission or prior to the student's enrollment in clinical coursework, the student shall submit to a criminal background check at the student's and/or the University's expense. If requested, the student shall provide a copy of the criminal background check.
- B. The University 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: <http://academicaffairs.rutgers.edu/rutgers-biomedical-and-health-sciences-policies>

6. Term of Clinical Affiliation Agreement.

- A. The term of this Clinical Affiliation Agreement shall run from **January 01, 2024** (the "Effective Date") until **January 01, 2026**. This Clinical Affiliation Agreement shall thereafter be automatically renewed for periods of one (1) year unless either party hereto shall notify the other party in writing not less than ninety (90) 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.  
Chief of Staff  
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 – Administration and Student Affairs  
Rutgers University – School of Nursing  
110 University Avenue, Ackerson Hall, Suite 102

Newark, New Jersey 07111

**To the Facility:**

Dr. Charlene W. Gungil  
Passaic County Department of Health Services  
930 Riverview Drive #250  
Totowa, New Jersey 07512

**With a copy to:**

Nadege D. Allwaters, Esq.  
Office of the Passaic County Counsel  
401 Grand Street, Room 214  
Paterson, New Jersey 07505

- B. For any renewal to be valid and binding, it must be approved by resolution of the Board of County Commissioners of the County of Passaic.
- C. This Agreement shall only be amended by an instrument in writing signed by both parties and effective as of the date stipulated therein.
- D. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. Counterparts.

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.

12. 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.

13. Severability.

If any provision of this Agreement is declared illegal, unenforceable, or ineffective by a court of competent jurisdiction, such provision shall be deemed severable, and all other provisions shall remain valid and binding on both parties.

14. Assignment.

Neither party shall assign any interest, benefit, and/or obligation, whether by assignment or novation, to a third-party without the other party's written consent. Any purported assignment without the other party's written consent will be declared null or void.

15. Waiver.

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

16. Force Majeure.

If performance of either party under this Agreement becomes impossible due to Force Majeure, such party's performance will be excused until such time as the Force Majeure even has ended and all facilities and operations have been repaired and/or restored.

17. Headings.

The headings in this Agreement are included for reference only and are not intended to define and/or limit the scope of any provision of this Agreement.

18. Entire Agreement.

This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understanding, inducements, or conditions, express or implied, written, or oral, between the parties.

19. Authority.

By the signatures below, the parties execute this Agreement and confirm they are mutually bound by and fully authorized and empowered to enter into and bind their organization by the provisions contained herein.

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.

**PASSAIC COUNTY DEPARTMENT  
OF HEALTH SERVICES**

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

**Recommended By:**

Name: Dr. Charlene W. Gungil  
(Please print or type)

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

Title: Health Officer and Director

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

**Recommended By:**

Kyle D. Warren, PhD  
(on behalf of) Linda Flynn, PhD, RN, FAAN, Dean - School  
of Nursing

Signature:  \_\_\_\_\_  
DocuSigned by:  
PCAD302510884P...

Senior Vice-Dean – Administration and Student Affairs

Date: 12/18/2023

**Approved By:**

Name: Pasquale Lepore  
(Please print or type)

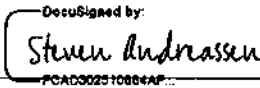
Signature: \_\_\_\_\_

Title: Director, Board of County  
Commissioners of the County of Passaic

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

**Approved By:**

Steven Andreassen, Esq.

Signature:  \_\_\_\_\_  
DocuSigned by:  
PCAD302510884P...

Chief of Staff, RBHS Office of the Chancellor

Date: 12/18/2023