



AFFILIATION AGREEMENT *

This AGREEMENT entered into on this _____ day of _____ 20____

BETWEEN

Hereinafter referred to as "THE AFFILIATE"

AND

STOCKTON UNIVERSITY
101 Vera King Farris Drive Galloway, New Jersey 08205-9441

Hereinafter referred to as "THE UNIVERSITY"

CONTRACT NUMBER _____

** This form can be used for credit Internships*

WITNESSETH:

WHEREAS, THE AFFILIATE's business operations include the following:

;

WHEREAS, THE UNIVERSITY conducts courses of study in the field of:

The "Program; and

WHEREAS, it is deemed desirable by the parties hereto to enter into a mutual contract and AGREEMENT for furnishing the students in the Course of Study with experience at THE AFFILIATE;

NOW, THEREFORE, in consideration of the stipulations and conditions contained herein, it is mutually agreed that:

1. **TERM:** This AGREEMENT shall become effective immediately and shall continue unless terminated as hereinafter provided.
2. **INTERNSHIP/PRACTICUM PROGRAM/SERVICE LEARNING:** THE AFFILIATE shall send THE UNIVERSITY a written description of the educational experience and supervision procedures that THE AFFILIATE plans to utilize (the "Placement") which shall include specific duties, requirements of such student pursuant to rotation. The students of the Program will start their Placement experience as determined by mutual AGREEMENT. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of:

_____ for THE UNIVERSITY and the following official(s) of THE AFFILIATE:

_____.

3. THE AFFILIATE will furnish the students of the Program with experience in the following field of study:

It is understood that the student will be supervised by an AFFILIATE representative who meets State licensing and other regulations in his/her field (if applicable to THE AFFILIATE and/or job Description) and has a minimum of _____ year(s) experience in this field. The Placement will include opportunities for student participation in a variety of areas which may include:

_____ ;
administration, management and/or research to the extent feasible. At the end of the Placement, the supervising affiliate representative shall prepare an evaluation of each student's performance, using forms provided by THE UNIVERSITY, and promptly return the completed evaluation to THE UNIVERSITY.

4. THE AFFILIATE will provide any special equipment needed to serve THE AFFILIATE'S clients and, if necessary, will provide reasonable storage space for the Program's students' equipment (**if applicable**),
5. THE AFFILIATE will name a representative to serve as student supervisor and faculty or professional staff liaison. This affiliate representative will review all selected student assignments to coordinate the service schedule of THE AFFILIATE.
6. THE AFFILIATE will grant permission to THE UNIVERSITY'S faculty or professional staff members to supervise and work with students in the Program who are rendering services to THE AFFILIATE and recognizes THE UNIVERSITY has sole authority for the teaching of the students; nevertheless, the ultimate responsibility for and authority over AFFILIATE'S services shall continue to rest with THE AFFILIATE.
7. **ORIENTATION:** THE AFFILIATE shall provide to all participating students an orientation relating to their responsibilities, including any emergency procedures, reporting requirements, and student emergency contacts. If students are placed in a clinical setting, the orientation shall include their responsibilities under regulations issued by the Department of Health and Human Services to implement the Health Insurance Portability and Accountability Act of 1996 ("HIPAA" Regulations) and regulations issued by the Occupational Health and Safety Administration ("OSHA") relating to blood borne pathogens. THE AFFILIATE will explain to the students their objectives, policies and program information in accordance with The Joint Commission ("TJC") and NJ Department of Health and Human Services (**if applicable**). At the request of THE AFFILIATE, THE UNIVERSITY will require that participating students attend orientation sessions offered by THE AFFILIATE on HIPAA Regulations, OSHA Regulations, TJC Regulations and other state and federal mandates relating to the student's placement.
8. **NURSING CLINICAL AGENCIES:** Where applicable, Nursing Clinical Agencies, in compliance with New Jersey Administrative Code Title 13 Law and Public Safety, Chapter 37 New Jersey Board of Nursing, shall adhere to the following in all nursing clinical contracts:
 - A. Every nursing program shall provide clinical experiences through an affiliation with a clinical affiliate or agencies that are licensed by a governmental affiliate or accredited by a nationally recognized accrediting body.
 - B. There shall be a written agreement between the nursing program and the clinical affiliate. The agreement shall be signed and adhered to by the parties and shall include provisions for:
 - 1) Review of the terms of the agreement;
 - 2) Notice of termination of the agreement by either party at least 120 days prior to termination;
 - 3) Faculty and professional staff responsibility for student education;
 - 4) Collaboration between faculty and clinical affiliate personnel in selecting clinical experiences;
 - 5) Joint annual evaluation of the effectiveness of the clinical experience, with input from students; and
 - 6) A faculty or professional staff to student ratio of at least one faculty member for every 10 students.

For further information, please visit <http://www.njconsumeraffairs.gov/laws/nursingregs.pdf>

9. Criminal Offender Record Information (“CORI”). To the extent THE AFFILIATE elects to require a CORI check prior to commencement of a student’s participation in the Program, (i) THE AFFILIATE shall provide reasonable advance written notice of such requirement and a copy of its screening form to THE UNIVERSITY, (ii) THE UNIVERSITY shall inform the student that completion of the CORI check is a prerequisite to his/her participation in THE AFFILIATE’S program, (iii) the student shall be responsible for initiating and obtaining a CORI check and shall notify THE UNIVERSITY of any results that would disqualify the student from participation in the Program. THE AFFILIATE agrees to (i) use reasonable efforts and diligence to maintain the confidentiality of the information contained in any CORI check, (ii) comply with provisions of the Family Educational Rights and Privacy Act (FERPA) and any other applicable federal or state privacy statute.

10. **CONFIDENTIAL INFORMATION:**

A. THE UNIVERSITY shall keep private and confidential all records of THE AFFILIATE in its possession. THE AFFILIATE may list below any additional concerns, if any, regarding access to confidential information that THE UNIVERSITY may be privy to and shall not, except with the written consent of THE AFFILIATE or as lawfully directed, disclose the contents of such records or such information:

B. THE AFFILIATE will instruct and inform the students and THE UNIVERSITY of the confidential nature of all THE AFFILIATE records and of all medical and personal information.

C. Each party agrees to hold the other party’s confidential information in confidence. Each party will exercise its best efforts to safeguard each other’s confidential information. Such precautions will be at least as great as those that either party takes to protect its own confidential information. Each party will disclose the other party’s confidential information to its employees or consultants only as a need-to-know basis and subject to the confidentiality obligations imposed here. When confidential information is no longer necessary to perform any obligation under any of the AGREEMENT, it will be, at the option of the owning party, returned to its owner or destroyed. This provision shall survive termination of this AGREEMENT.

D. If subject to Health Insurance Portability and Accountability Act of 1996 (HIPAA), THE AFFILIATE shall at all times ensure that it maintains compliance with HIPAA Regulatory compliance and shall include the erasure and deletion of all personal and confidential information contained on all personal computers and drives prior to disposal or disposition as required by the Department of Defense. U.S. Department of Defense 5220-22-17 Standard.

E. THE AFFILIATE shall adhere to the requirements of the Family Educational Rights and Privacy Act (FERPA) USC §1232 et. seq. to the extent it maintains any student records and comply with the New Jersey Open Public Records Act (OPRA).

11. **INTERNSHIP/PRACTICUM/SERVICE LEARNING PARTICIPANTS:** THE UNIVERSITY will give notice to THE AFFILIATE of the number of and names of all students whom it intends to have enter this INTERNSHIP/PRACTICUM/SERVICE LEARNING program at least two weeks, if possible, prior to the commencement of any session/semester. THE AFFILIATE will then notify THE UNIVERSITY of its ability to accommodate for the number of students at least two weeks from the date on which THE AFFILIATE is notified of the number of students.

12. **AFFILIATION AGREEMENT:** It is agreed by the parties that THE UNIVERSITY may publish THE AFFILIATE’S name as being affiliated with THE UNIVERSITY.

13. It is agreed that, in connection with this AGREEMENT, THE UNIVERSITY and/or its students rendering service at and for THE AFFILIATE shall at all times not be considered employees or agents of THE AFFILIATE. Therefore, THE UNIVERSITY and/or students rendering services to THE AFFILIATE shall be solely responsible for compliance with Federal, State, and local laws, regulations, and orders now or hereinafter in effect related to taxes, unemployment insurance, social security, workers compensation, disability, and all deductions and withholding of payments required by present or future laws or regulations.

14. INSURANCE COVERAGE:

A. THE UNIVERSITY purchases professional malpractice insurance for participating students in the following programs: Health sciences (including nursing, community health, audiology, speech pathology) physical therapy, occupational therapy, drug and alcohol counseling, social work and criminology. THE UNIVERSITY participates in the State of New Jersey's self-funded risk retention program. THE UNIVERSITY does not carry separate public liability insurance but manages risks through the State's Program and is accorded certain statutory immunities under the terms and provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., New Jersey Contractual Liability Act N.J.S.A. 59:13-1 et seq. and the New Jersey Charitable Immunity Act, N.J.S.A. 2A:53A-7 et seq.

B. THE AFFILIATE will procure and maintain comprehensive general liability insurance and professional liability insurance or Professional Malpractice Insurance sufficient to protect THE UNIVERSITY from any liability arising out of the professional obligations performed pursuant to the requirements of this AGREEMENT; or a program of self-insurance reasonably satisfactory to THE UNIVERSITY covering THE AFFILIATE and its respective officers, trustees, agents, servants, and employees from and against any and all damages, claims, suits, liabilities, costs, and expenses involving counsel fees, arising out of acts or omissions by THE AFFILIATE'S employees while performing within the scope of their responsibilities and duties as participants in the program.

15. **INDEMNITY:** THE AFFILIATE shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey, THE UNIVERSITY, its Board, employees, and agents from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from this AGREEMENT. THE AFFILIATE'S breach of its obligations of confidentiality; and, THE AFFILIATE'S indemnification obligation are not limited by, but are in addition to the insurance obligations contained herein. THE UNIVERSITY as a State entity under and subject to the provisions of N.J.S.A. 18A:64-82, with noted exceptions is prohibited from providing indemnification. Any agreement signed on behalf of the State of New Jersey by a State official shall be subject to all of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., and the availability of appropriations.

16. **RENEWAL PROVISION:** This contract shall renew itself automatically from year-to-year unless either party gives at least thirty (30) days written notice to the other party that the AGREEMENT is to terminate on a given date. All written notices affecting the AGREEMENT termination must be delivered by certified or registered mail. The date of deposit of any notice in the U.S. Post Office with all postage prepaid shall be deemed the date of delivery thereof.

17. **NON-DISCRIMINATION:** No person shall, on grounds of race, color, creed, national origin, nationality, ancestry, age, sex/gender (including pregnancy), marital status, civil union status, domestic partnership status, familial status, religion, affectional or sexual orientation, gender identity or expression, atypical hereditary, cellular or blood trait, genetic information, liability for service in the Armed Forces of the United States or disability be excluded from participation in or denied benefits of The Program. N.J.S.A. 10: 5-31 et seq.

18. **SEXUAL HARASSMENT POLICY:** THE AFFILIATE shall have in place a sexual harassment policy. The student shall be provided with a copy of the policy and procedures for reporting any incident of any kind of sexual harassment as defined by the Equal Employment Opportunity Commission Guidelines.
19. **MODIFICATIONS:** This AGREEMENT may be modified or amended by mutual consent of the parties. Any such modifications or amendments shall be in writing, signed by both parties, attached, and become part of this AGREEMENT.
20. **INTEGRATION CLAUSE:** This AGREEMENT and any attached addenda constitute the entire agreement between THE AFFILIATE and THE UNIVERSITY.
21. **SEVERABILITY:** If any provision of this AGREEMENT is held to be invalid or unenforceable for any reason, this AGREEMENT shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision(s).
22. **CAPTIONS:** The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this AGREEMENT.
23. **GOVERNING LAW:** As a public entity established by, and subject to, the laws of the State of New Jersey, THE UNIVERSITY cannot consent to foreign laws or jurisdiction. As such, this AGREEMENT shall be governed and construed in accordance with the laws of the State of New Jersey, in the courts of the State of New Jersey without regard to the principles of conflicts of law.
24. **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, including OSHA and CDC guidance, for operations during the COVID-19 pandemic and that, prior to commencement of the educational 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 Personal Protective Equipment (PPE) associated with the risk level of the work to be performed by the students as recommended by the CDC, and (c) provide students with all required PPE associated with the risk level of the work to be performed by the students as recommended by CDC.

IN WITNESS WHEREOF, this AGREEMENT has been duly executed and signed by:

STOCKTON UNIVERSITY

AFFILIATE

Signature

Signature

Name

Name

Title

Title

Date

Date