



CLINICAL AFFILIATION AGREEMENT

THIS AGREEMENT is entered into on _____ between FRANKLIN TOWNSHIP PUBLIC SCHOOLS, with an address at 1755 Amwell Road, Somerset, NJ 08873 (the “Facility”) and KEAN UNIVERSITY, located at 1000 Morris Avenue, Union, New Jersey 07083 (the “University”). The Facility and the University are each also referred to herein as a “Party” and are collectively referred to as the “Parties.”

WHEREAS, the University has undergraduate and graduate program in Social Work; and

WHEREAS, field work experience is a required and integral component of the Social Work Curriculum (the “Program”); and

WHEREAS, the University desires the cooperation of the Facility in the development and implementation of the field work experience phase of its Social Work curriculum; and

WHEREAS, the Facility desires to participate with the University in the development and implementation of field work experience for Social Work students of the University.

NOW THEREFORE in consideration of the mutual promises hereinafter contained, the Facility and University agree as follows:

1. **TERM**

This Agreement shall commence on September 1, 2020 for a period of three (3) years and shall expire on August 31, 2023. This Agreement may be renewed for three (3) additional years, upon the mutual written consent of the Parties.

2. **TERMINATION**

2.1 Either party has the right to terminate this Agreement on thirty (30) days prior written notice to the other party in accordance with the notice provisions outlined in paragraph 17 below.

2.2 In the event of a breach of any provision of this Agreement by one party, the other party shall have the right and option to give the breaching party written notice. In the event that the breaching party fails to remedy the breach within thirty (30) days of the receipt of such written notice, the other party may, at its sole option, terminate this Agreement.

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- 2.3 In the event this Agreement is terminated, it shall remain in effect until the completion of any Program committed to or commenced at the time of such termination, subject to the right of the Facility to withdraw a student from the Program as set forth herein. The Facility agrees that no students participating in any ongoing Program will be denied the opportunity to complete the Program, even when the termination effective date occurs prior to the completion date of the Program.

3. UNIVERSITY RESPONSIBILITIES

The University shall:

- 3.1. Assume and maintain full responsibility for the planning and the execution of the curriculum for its students, including the administration, curriculum content and faculty appointments.
- 3.2. Ensure that all instructors possess the requisite academic qualifications for their academic roles.
- 3.3. Provide a clinical assignment schedule of dates for the affiliation periods throughout the academic year.
- 3.4. Inform its students of the requirement to conform to the rules, regulations and policies of the Facility. These rules, regulations and policies will be available and reviewed with each student by the Facility.
- 3.5. Inform its students that they must meet certain health standards as required by the Facility.

4. FACILITY RESPONSIBILITIES

The Facility shall:

- 4.1. Participate in joint evaluation of the effectiveness of the field work experiences through meetings and/or written evaluations of the students.
- 4.2. Provide the necessary supplies, facilities and supervision as may be required to ensure quality education for the students without impairing quality patient care.
- 4.3. Provide an orientation of its plants, facilities, and procedures for the University's students.
- 4.4. Provide emergency care for students in case of illness or accident. However, Facility shall not be responsible for any further care. In no event shall Facility be responsible for a greater amount or degree of care or assistance than it would reasonably provide for its paid employees. The University shall be promptly notified of any such occurrence. The student shall be responsible for payment of any medical expenses incurred.

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- 4.5 Permit students to utilize its library facilities. Further, the Facility will permit students and faculty at their own expense to utilize the cafeteria and visitor's parking lots.
- 4.6 Supervise the University's students while the students are on the premises of the Facility for the purposes of the clinical program. No student shall be deemed under the control or supervision of the Facility while not on Facility's premises.

5. MUTUAL OBLIGATIONS

The Parties mutually agree that:

- 5.1 The Facility shall at all times retain sole responsibility for all patient care, and the extent of participation of student in assisting with or observing patient care.
- 5.2 Responsibility for planning the clinical experience in the Facility will be jointly shared by the Facility's staff and the University's instructors, subject at all times to the policies, rules and regulations of the Facility.
- 5.3 A student of the University may be assigned to any facilities or programs within the Facility's system.
- 5.4 Student curriculum, attendance and scheduling shall be under the direction of the University as long as they do not conflict with Facility's policies, rules and regulations.
- 5.5 Each student of the University will start his/her clinical experience Program 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 the University and the Facility.
- 5.6 The Facility and University will perform their duties and responsibilities under this Agreement without cost or other financial obligation to the other party.

6. STUDENT RESPONSIBILITIES

The University shall advise its students of the following conditions of participation in the Program. Further, the University shall advise students that failure to meet the following conditions shall be grounds for denial of admission to the Program and/or dismissal from the Program:

- 6.1 Students of the University shall, at all times, follow the rules and regulations established by the Facility. The Facility shall orient the students to applicable rules and regulations.
- 6.2 The health of all students assigned to the Facility shall meet the standards required for the Facility's employees.

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- 6.3 Students of the University acknowledge that all information regarding patient identity, diagnosis, prognosis, treatment and/or any personal data which comes into the possession of the student is strictly confidential. Students shall not disclose any such information to third parties and will take all steps reasonably necessary to protect the privacy, confidentiality and dignity of any patients with whom the students have contact during the Program.
- 6.4 The University will provide medical documentation of any special physical needs of students participating in the Program.
- 6.5 Each student, at his or her own expense, shall be required to submit to a criminal background check prior to starting clinical training at the Facility as required by the Facility's criminal background checks procedure. Any student whose record shows an adverse finding will be subject to review by the Facility. The Facility may reject any student for the Program based upon the information contained in the criminal background check.

7. REGULATORY COMPLIANCE

University and Facility agree that each shall comply with all applicable requirements of Municipal, County, State and Federal authorities, all applicable Municipal and County ordinances and regulations, and all applicable State and Federal statutes and regulations now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matters of this Agreement. These include, without limitation the applicable requirements under any State fair employment practices or similar laws declaring discrimination in employment based upon race, color, creed, religion, sex, sexual preference or national origin as illegal and, if applicable, Title VII of the Civil Rights Act of 1964 or any applicable rule or regulation promulgated pursuant to any such laws herein above described.

8. INSURANCE

Insurance requirements for the University, Facility and University Students are as follows:

- 8.1. University. The University is a public higher education institution in the State of New Jersey. As such, this Agreement hereby expressly incorporates the following Statement of Public Liability Insurance: Any agreement or arrangement signed and entered into on behalf of the State of New Jersey by a State official or employee shall be subject to the provisions of the New Jersey Tort Claims Act, N. J. S. A. 59:1-1 et seq. and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligations of the State to be responsible for tort claims against its employees are covered under the terms and conditions of the New Jersey Claims Act. The Act also creates a special fund and provides for payment of claims against the State of New Jersey or against its employees whom the State is obligated to indemnify against tort claims which arise out of the performance of their duties. Claims against the State of New Jersey or its employees

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arising out of the use of the Facility's premises should be referred for handling to the Attorney General, Division of Law, Tort Litigation Section, Richard J. Hughes Justice Complex, Trenton, New Jersey 08625. Furthermore, the State of New Jersey self funds for Workers Compensation and Disability.

8.2 Facility. The Facility will provide general liability coverage for itself, its employees, agents and officers, with minimum limits of coverage of \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Upon request, the Facility shall provide the University with documentation of such insurance coverage.

8.3 University Students. All students are required to be covered by professional liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate limits. In cases where students are required to provide their own insurance coverage, each student shall be required to present evidence of insurance coverage prior to the start of each semester. In the alternative, the University may provide such insurance for the students. Upon request, the University shall provide the Facility with documentation of such insurance coverage.

9. **INDEPENDENT CONTRACTOR**

Both Facility and University are independent contractors. It is not expressly or by implication intended, that an employer/employee, joint venture, or partnership agreement be established between Facility and University. Rather, in discharging all duties and obligations hereunder, Facility shall at all times be in and remain an independent contractor relationship with University.

Neither Facility nor University is authorized or permitted to act as an agent or employee of the other. Nothing in this Agreement shall in any way alter the freedom enjoyed by either Facility or University, nor shall it in any way alter the control of the management, operation, and affairs of either Facility or University, it being the intent of this Agreement that Facility and University shall maintain separate and independent management, and each has full, unrestricted authority and responsibility regarding its organization and structure.

Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other party to this Agreement.

10. **CONFIDENTIALITY**

Both University and Facility shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time, including the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), standards of The Joint Commission (TJC) and medical records policies and guidelines established and approved by Facility, which shall be made available to the University's students.

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11. NO DISCRIMINATION

The University and Facility mutually agree that no students shall be discriminated against on the basis of race, color, sex, creed, age, national origin, ancestry, marital status, familial status, religion, sexual orientation or disability for the purposes of this Agreement.

12. NO WAIVER

The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder.

13. ENTIRE AGREEMENT

This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties with respect to the services of the Facility or University, and this Agreement contains all the covenants and agreements between the parties with respect to this clinical affiliation agreement. The Parties agree that no oral representations or written representations, other than contained herein, were relied on by the parties, or form additional terms of this Agreement.

14. MODIFICATION

The Parties may from time to time request changes to the terms in this Agreement. Such changes shall be valid only if incorporated as a written amendment to this Agreement and executed by the authorized representatives of the Parties.

15. ASSIGNMENT

The duties and obligations of each of the parties hereto shall be deemed personal and unique. This Agreement and the duties and obligations of the parties hereunder shall not be assigned to any other person, firm or corporation without the prior written consent of the other party.

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, including without limitation, the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. The Parties agree that pursuant to the New Jersey Contractual Liability Act, venue and jurisdiction regarding any matter pertaining to this Agreement shall be in the Superior Court of New Jersey, Law Division, and consent to same.

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17. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

To the Facility:

Dr. John Ravally, Superintendent
Franklin Township Public Schools
1755 Amwell Road
Somerset, NJ 08873

To the University:

Kassaw Merie, PhD, MSW
Social Work Department, EC-218
Kean University
215 North Avenue
Hillside, NJ 07205

IN WITNESS WHEREOF this Agreement is executed by the duly authorized officers of the Parties.

By: _____

Date: _____

Name: Dr. John Ravally
Title: Superintendent

KEAN UNIVERSITY

By: _____

Date: _____

Name: Dr. Christine Thorpe
Title: Dean, Nathan Weiss Graduate College, Kean University