

## CLINICAL AFFILIATION AGREEMENT

This agreement made this \_\_\_\_ day of \_\_\_\_\_ In the year \_\_\_\_ between the Agency,  
\_\_\_\_\_ and the School, \_\_\_\_\_

In consideration of the mutual promises hereinafter contained, the Agency and School agree as follows:

### 1. TERM

This contract shall be for a period commencing on \_\_\_\_\_ and continuing until  
Start Date  
\_\_\_\_\_ (years).  
End Date

This agreement shall be reviewed at the end of the term stated herein, and may be renewed at the end of the stated period by a new written agreement of both parties for such additional time as the parties determine.

Either party hereto may, at any time during the term of this agreement, with or without cause, terminate this agreement upon one hundred and twenty (120) days written notice to the other party, provided that notice will not be effective until the conclusion of an academic semester.

The Agency may terminate a student(s) participation in the program established under this agreement, if the Agency, in its sole discretion, believes that the continued participation of a student is unsafe, disruptive, detrimental to the Agency or patient care, or otherwise not in conformity with Agency standards, policies, procedures, or health requirements. Agency will first notify Caldwell University in writing and provide a statement of reasons.

### 2. EXHIBITS

Attached to this agreement and made a part hereof is the following:

- Exhibit A: Schools' Certificate of Insurance
- Exhibit C: Assurance of Criminal Background Check (upon request)

### 3. SCHOOL RESPONSIBILITIES

The School as the sponsoring agency agrees:

- a. To assume full responsibility for the planning and the execution of the curriculum for its students including the administration, curriculum content, and faculty appointments.
- b. To assure that all instructors possess a current, valid License to practice nursing in the State of New Jersey and meet the academic qualifications of their academic role.

- c. To provide a clinical assignment schedule of dates for the affiliation periods throughout the academic year.
- d. That students assigned for clinical experience will receive no compensation.
- e. To assure that students conform to the rules, regulations, and policies of the Agency. These rules, regulations and policies will be available and reviewed with the students/faculty by the Agency.
- f. That students have met the School's health requirements.
- g. To provide medical documentation of any special physical needs of students and to provide for any special allergic needs of the students.
- h. To assure by providing written documentation from the School that a criminal background check has been conducted with respect to each student and each instructor, in accordance with Agency policy. In addition, the School shall ensure:
  - (1) The criminal background check ("CBC") shall cover all county and state databases that produce records of any felonies, convictions, subpoenas, and/or warrants. The CBC shall in any event be in form and content acceptable to Agency. Agency reserves the right to reject the CBC and to request that the CBC be redone, provided that Agency shall provide the reason or reasons why such CBC was rejected. The School agrees that their choice of criminal background check vendor ("Vendor") must meet the requirements stated in this section.
  - (2) Only students with satisfactory background check results, including but not limited to stating no criminal history, will be assigned by the School for a clinical placement.

#### **4. AGENCY RESPONSIBILITIES**

- a. To participate in joint evaluation of the effectiveness of the clinical experiences through meetings and/or written evaluations of the students and faculty.
- b. To provide the necessary supplies, facilities (including lockers when available), use of the library, and supervision as may be required to insure quality education for the students without impairing quality patient care.
- c. To provide an orientation of its plant, facilities, policies, and procedures for the School's faculty and students.
- d. To provide emergency care for students in case of illness or accident. However, the Agency shall not be responsible for any further care. In no event shall the Agency be responsible for a greater amount or degree of care or assistance than it would reasonably provide for its paid employees. The School shall be promptly be notified of any such occurrence. The student shall be responsible for payment of any medical expenses incurred.

## 5. MUTUAL OBLIGATIONS

The parties hereto mutually agree that:

- a. The Agency shall at all times retain sole responsibility for all patient care, and the extent of participation of the student in assisting with or observing patient care.
- b. Responsibility for planning the clinical experience in the Agency will be jointly shared by the Agency's staff and the School's instructors, subject at all times to the policies, rules, and regulations of the Agency.
- c. A student of the School may be assigned to any facilities or programs within the Agency system.
- d. Student curriculum, attendance, and scheduling shall be under the direction of the School so long as they do not conflict with the Agency's policies, rules, and regulations.
- e. Students are not employees of either party during the hours in which they participate in this program.
- f. The student of the School 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 School and the Agency.
- g. Agency may, in its sole discretion, deny placement to a student or instructor or prevent a student or instructor from performing services of Agency for any reason including, without limitation, having a criminal background check or other qualification which is unsatisfactory to the Agency.

## 6. REGULATORY COMPLIANCE

- a. The School and the Agency 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: regulatory and statutory requirements of the New Jersey Board of Nursing Statutes and Regulations and any and all 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.

## 7. INSURANCE

(a)(i) During the term of this Agreement, the School shall at all times maintain Professional Liability Insurance including coverage for any acts of negligence of its students, faculty, officers, or

employees with respect to any liability arising out of their participation in the program in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate per year. The School shall also provide general liability coverage in the minimum amount of \$1,000,000 for personal injury, \$500,000 for property damage and \$3,000,000 in the aggregate. In addition, the student shall provide professional liability insurance in the same amounts.

Said policies shall name the Agency as an additional insured and shall provide that the insurance company will not cancel said policy of insurance without providing the Chief Executive Officer of the Agency thirty (30) days advance written notice thereof.

The School shall comply with any and all requirements under the Workers Compensation laws of the State of New Jersey with respect to coverage for School faculty members and employees in connection with their activities under this agreement.

School shall submit to Agency prior to the effective date of this Agreement a copy of a policy or a Certificate of Insurance evidencing School's compliance with the terms of this Agreement. A Copy of the Certificates of Insurance evidencing the aforesaid coverage shall be attached to this agreement as **Exhibit A**.

(ii) School shall indemnify and hold the Agency harmless from and against any and all damages, liability, claims, losses, suits or costs, including reasonable attorneys fees, which arise out of or are directly or indirectly related to the actions or inactions of the School, its faculty, or students, including, but not limited to, any actions brought against the Agency by any faculty or students of the School, and any third parties, except to the extent that such damages, liability, claims, losses, suits or costs result from the negligence or willful misconduct of Agency.

(b)(i) During the term of this Agreement, the Agency shall at all times maintain Professional Liability Insurance including coverage for any acts of negligence of its officers or employees with respect to any liability arising out of their participation in the program in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate per year and general liability coverage with limits of \$1,000,000 for personal injury, \$500,000 for property damage and \$3,000,000 in the aggregate.

Said policies shall name the School as an additional insured and shall provide that the insurance company will not cancel said policy of insurance without providing the Chief Executive Officer of the School thirty (30) days advance written notice thereof.

The Agency shall comply with any and all requirements under the Workers Compensation laws of the State of New Jersey with respect to coverage for Agency employees in connection with their activities under this agreement.

(ii) Agency shall indemnify and hold the School harmless from and against any and all damages, liability, claims, losses, suits or costs, including reasonable attorneys fees, which arise out of or are directly or indirectly related to the actions or inactions of the Agency, its officers, or employees, including, but not limited to, any actions brought against the School by any officer or employee of the Agency, and any third parties, except to the extent that such damages, liability, claims, losses, suits or costs result from the negligence or willful misconduct of School.

**8. INDEPENDENT CONTRACTOR**

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

Neither the Agency nor the School 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 Agency or School, nor shall it in any way alter the control of the management, operation, and affairs of either Agency or School; it being the intent of this agreement that Agency and School 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.

**9. CONFIDENTIALITY**

Both the School and the Agency 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 standards of the Joint Commission on Accreditation of Healthcare Organizations, and medical record policies and guidelines established and approved by the Agency, which shall be made available to the students.

**10. 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.

**11. 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 Agency for School, and this agreement contains all of the covenants and agreements between the parties with respect to this agreement for services. 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.

**12. MODIFICATION**

Agency or School may from time to time request changes in the scope of the service to be performed hereunder. Such changes shall be valid only if incorporated as a written amendment to this Agreement.

**13. GOVERNING LAW**

This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties further agree that the County in which the Agency is located shall be the venue for any disputes between the parties.

**14. NOTICES**

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

<b>As to Agency:</b>	<b>As to School:</b>
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IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized officers or representatives as of the date first written above.

ATTEST:

\_\_\_\_\_

AGENCY:

By \_\_\_\_\_

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

ATTEST:

\_\_\_\_\_

SCHOOL:

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

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