



SETON HALL UNIVERSITY

SCHOOL OF HEALTH AND MEDICAL SCIENCES

AFFILIATION AGREEMENT

This Affiliation Agreement (“Agreement”) is made on this 1st day of July 2018, between Seton Hall University - School of Health and Medical Sciences (“UNIVERSITY”), located at 400 South Orange Avenue, South Orange, New Jersey 07079 and Randolph Board of Education (“BOARD”), located at 25 School House Road, Randolph, NJ 07869.

WHEREAS both parties desire to maintain and improve their standards of health care delivery and education by participating in a Clinical Education Program (“Program”); and

WHEREAS it is in the mutual interest of the parties to enter into this Agreement in order to provide students with the opportunity and benefit of receiving clinical training in the field(s) of physical therapy, athletic training, occupational therapy, physician assistant, and speech-language pathology; and

WHEREAS both parties are mutually desirous of cooperating in the manner set forth in this Agreement;

NOW, THEREFORE:

I. Term and Termination. The term of this Agreement shall be from July 1, 2018 to June 30, 2019 and may be renewed for an additional year if both parties agree to same, in writing, ninety (90) days prior to the end of the contract term. Non-renewal shall not affect any student’s participation in a Program then being conducted and with respect to such participation, the terms of this Agreement shall continue in full force and effect. Notwithstanding anything herein to the contrary, either party may terminate this Agreement prior to the end of any given one (1) year period if (a) the other party has breached any of its obligations under this Agreement and failed to remedy said breach within thirty (30) days of written notice thereof or (b) upon ninety (90) days’ written notice with or without cause if either party determines that it is no longer interested in participating in the Program, provided that no such action shall affect any student’s participation in a Program then being conducted and with respect to such participation, so long as the student is in good standing, the terms of this Agreement shall continue in full force and effect.

II. All matters of material concern to BOARD and UNIVERSITY in connection with the Program shall be discussed by the parties as the need to do so arises. In resolving any matter, the parties hereto recognize that, in the performance of this Agreement, the greatest benefits will be derived by promoting the interests of both parties and each party, therefore, enters into this Agreement with the intention of cooperating with the other in carrying out the terms of this Agreement; and each party agrees to interpret its provisions, insofar as it may legally do so, in such manner that will best promote the interests of both and render the highest services to the public

III. All notices to the parties hereunder must be in writing, signed by the party giving it, and shall be served either personally or by certified mail, return receipt requested, addressed as follows:

UNIVERSITY Representative

Brian B. Shulman, PhD

Dean

School of Health and Medical Sciences

Seton Hall University

400 South Orange Avenue

South Orange, New Jersey 07079

Representative for BOARD

Maesoon Deeb, MS, ATC

Athletic Trainer. Copied to Jennifer Fano, Superintendent

Randolph High School

511 Millbrook Avenue

Randolph, NJ 07869

or to such other address as may be hereinafter designated by addendum hereto. All notices are effective three (3) days after being placed in the United States mail, properly stamped and addressed, by the party giving such notice.

IV. This Agreement is to be evaluated and reviewed by both parties and revisions will be made as they are deemed necessary. Any revisions shall be in writing, signed and dated by both parties, and attached to and made a part of the Agreement.

V. PROGRAM RESPONSIBILITIES

A. JOINT RESPONSIBILITIES

1. Both parties to this Agreement will cooperate in providing the student an appropriate learning opportunity and in maintaining good patient care. UNIVERSITY instructors and BOARD personnel may meet periodically to review student progress and the Program in general.
2. The parties to this Agreement hereby agree that they shall not discriminate on the basis of race, religion, creed, color, national origin, ancestry, age, marital status, veteran's status, affectional or sexual orientation, gender, pregnancy, disability, domestic partnership or civil union status, gender identity or expression, genetic information or membership in any other class protected by state or federal law.
3. It is mutually agreed that the number of students participating in the Program at BOARD will be arranged jointly, with due consideration given to the number of students and the clinical resources available.
4. Both parties to this Agreement will communicate to the students the responsibilities of each participant in the Program, i.e., UNIVERSITY, student and BOARD.

5. It is mutually agreed and understood that nothing in this Agreement implies an employee/employer or joint venture relationship, partnership or agency between UNIVERSITY and BOARD or between students and instructors and BOARD. The parties shall be that of independent contractors with respect to each other.

6. UNIVERSITY agrees to defend, indemnify and hold harmless BOARD, its directors, trustees, officers, employees and agents from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of UNIVERSITY, its Regents, Trustees, officers, employees, students or agents in connection with their responsibilities under this Agreement.

BOARD agrees to defend, indemnify and hold harmless UNIVERSITY, its Regents, Trustees, officers, employees, students and agents from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of BOARD, its directors, trustees, officers, employees or agents in connection with their duties at BOARD, including without limitation, their supervisory duties under this Agreement.

Each party agrees that it shall give the other party prompt written notice of any claim, threatened or made, or suit instituted against it which could result in a claim for indemnification above.

Both parties agree that in the event that indemnification is sought under this provision, the party seeking indemnification shall furnish the indemnifying party, upon request, all information and assistance available to the indemnified party for defense against any such claim, suit, or demand.

7. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Jersey.

B. UNIVERSITY RESPONSIBILITIES

1. UNIVERSITY will assign to BOARD, students who possess a satisfactory record and who have met the minimum requirements established by UNIVERSITY for the Program. UNIVERSITY will advise instructors and students that they are required to adhere to the policies and procedures of the BOARD in the areas of conduct, confidentiality of patient records, patient privacy and dignity, dress policy and parking restrictions.

2. UNIVERSITY will maintain general responsibility for didactic instruction, academic evaluation and related academic matters in connection with student participation in the Program. UNIVERSITY will be responsible for administrative functions related to the student experience, such as records of assignment, attendance and proficiency.

3. Where necessary and appropriate for the Program, and/or required for accreditation purposes, UNIVERSITY will provide sufficient numbers of qualified instructors, subject to the approval of BOARD.

4. Subject to FERPA and where required for accreditation purposes, or upon BOARD'S request and if deemed appropriate by UNIVERSITY, UNIVERSITY will provide to the BOARD Administration information relevant to the student's participation in the Program, including but not limited to, previous clinical experience and special interests. Additionally, UNIVERSITY will advise the staff in each BOARD of the objectives for the students' clinical practice and overall plan for the experience.

5. UNIVERSITY will offer to BOARD staff the opportunity to attend workshops and clinical education seminars relative to the Program that UNIVERSITY may from time to time conduct.

6. Throughout the term of this Agreement, UNIVERSITY agrees to provide and maintain general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate, per year, and licensed professional liability insurance coverage for each student and instructor participating in the required curriculum activities of the Program at BOARD in the amount of one million dollars (\$1,000,000.00) per occurrence and one million dollars (\$1,000,000.00) in the aggregate, per year. UNIVERSITY shall provide BOARD with evidence of such coverage upon request. UNIVERSITY shall require students to obtain and maintain their own personal health insurance. UNIVERSITY shall not cancel said policies of insurance without providing BOARD thirty (30) days advance written notice thereof.

7. At the option of UNIVERSITY, BOARD personnel providing Program instruction may be appointed to the faculty of the School of Health and Medical Sciences. All appointments shall be made in accordance with the School of Health and Medical Sciences Appointment and Promotions Committee guidelines and shall be governed by applicable UNIVERSITY bylaws, policies, procedures and guidelines.

8. Require that the student(s), agents and employees of University maintain the confidentiality of any confidential information, student or otherwise, which they learn or receive during the program.

C. BOARD RESPONSIBILITIES

1. BOARD agrees to provide to UNIVERSITY a current list, subject to UNIVERSITY approval, of all BOARD personnel who will participate in the students' clinical education Program. All BOARD personnel providing Program instruction must be appropriately certified, licensed or registered as required by law, regulation and/or accreditation standards.

2. Throughout the term of this Agreement, BOARD agrees to provide and maintain general liability insurance coverage in the amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate, per year, and licensed professional liability insurance coverage in the amount of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) in the aggregate, per year, for its employees, staff and volunteers participating in the Program. In addition, BOARD shall comply with any and all requirements under applicable workers compensation laws with respect to coverage for BOARD employees in connection with their activities under this Agreement. BOARD shall provide UNIVERSITY with evidence of such coverage upon request. BOARD shall not cancel said policies of insurance without providing UNIVERSITY thirty (30) days advance written notice thereof.

3. BOARD personnel shall provide clinical direction and supervision to the students participating in the Program. BOARD personnel are responsible for all patient care and all decisions regarding patient care, including the extent of participation of the student in assisting with or observing patient care. In the event of a difference of opinion concerning the care of a patient, the decision of BOARD personnel shall prevail and control all parties involved. BOARD will provide a work environment as necessary to meet requirements established by state regulatory boards.

4. BOARD shall provide to students all rules and regulations of BOARD and the applicable BOARD department. BOARD will provide an orientation program for UNIVERSITY instructors and students so that all participants will be familiar with BOARD premises and its policies, procedures, standards, rules and regulations.

5. It is the responsibility of BOARD to provide and maintain a safe environment for students and faculty and to establish procedures by which UNIVERSITY students or faculty may report inappropriate actions occurring at BOARD, including but not limited to, claims of discrimination, sexual harassment, sexual misconduct, retaliation and/or whistleblowing. BOARD shall take prompt and effective steps to investigate, eliminate and prevent both recurrence of any inappropriate actions and any retaliation against anyone involved in the review of any such claims.

BOARD shall keep UNIVERSITY apprised of its investigation and findings so that UNIVERSITY can evaluate the actions taken in order to determine UNIVERSITY'S course of action.

6. BOARD will provide all requisite records and reports required by UNIVERSITY for conducting the Program, including evaluations of student performance. Since BOARD will be receiving and/or creating student education records, including evaluations, BOARD agrees to comply with the following data security section:

a. Protection of Confidential Data: BOARD agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 CFR § 99.33 (a)(2)) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from UNIVERSITY may use the information, but only for the purposes for which the disclosure was made.

b. Definition: "Covered data and information" ("CDI") includes paper and electronic student education record information supplied by UNIVERSITY, as well as any information provided by UNIVERSITY'S students to BOARD.

c. Acknowledgment of Access to CDI: BOARD acknowledges that this Agreement allows BOARD access to CDI.

d. Prohibition on Unauthorized Use or Disclosure of CDI: BOARD agrees to hold CDI in strict confidence. BOARD shall not use or disclose CDI received from or on behalf of UNIVERSITY or its students except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by UNIVERSITY. BOARD agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.

e. Maintenance of the Security of Electronic Information: BOARD shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of, UNIVERSITY or its students. These measures will be extended by contract to all subcontractors used by BOARD.

f. Return or Destruction of CDI: Upon termination, cancellation, expiration or other conclusion of this Agreement, BOARD shall return all CDI to UNIVERSITY or, if return is not feasible, destroy any and all CDI. If BOARD destroys the information, BOARD shall provide UNIVERSITY with a certificate confirming the date of destruction of the data.

g. Reporting of Unauthorized Disclosures or Misuse of CDI: BOARD shall, within one (1) day of discovery, report to UNIVERSITY any use or disclosure of CDI not authorized either by this Agreement or in writing by UNIVERSITY. BOARD's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what BOARD has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action BOARD has taken or shall take to prevent future similar unauthorized use or disclosure. BOARD shall provide such other information, including a written report, as reasonably requested by UNIVERSITY.

h. Remedies: If UNIVERSITY reasonably determines in good faith that BOARD has materially breached any of its obligations under this section, UNIVERSITY, in its sole discretion, shall have the right to require BOARD to submit to a plan of monitoring and reporting; provide BOARD with fifteen (15) days to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, UNIVERSITY shall provide written notice to BOARD describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that BOARD improperly

disclosed personally identifiable information obtained from UNIVERSITY's education records, UNIVERSITY may not allow BOARD access to education records for at least five (5) years.

7. In addition to its responsibilities under Paragraph V.C.6, BOARD will:

a. Advise UNIVERSITY of any deficit noted in the ability of an assigned student to progress toward achievement of the stated objectives of the Program, and

b. Notify UNIVERSITY immediately of any circumstance or problem which threatens a student's successful completion of the Program.

8. The BOARD reserves the right to reject and/or terminate a student for the following reasons:

a. Continued participation of a student jeopardizes patient care, or


b. The student fails to abide by THE BOARD'S standards, policies, procedures, health requirements, rules and/or regulations, all of which shall be communicated to the student at orientation as set forth in V.C.4 above.

9. BOARD Representation and Warranty. BOARD represents and warrants to UNIVERSITY that BOARD and its members, directors, officers, employees and agents (collectively "Personnel") (i) are not listed on the General Services Administration's Excluded Parties List System ("GSA List"), and (ii) are not suspended or excluded from participation in any federal health care programs, as defined under 42 U.S.C. § 1320a-7b(f), or any form of state Medicaid program (collectively, "Government Payor Programs"), and to BOARD'S knowledge, there are no pending or threatened governmental investigations that may lead to suspension or exclusion of BOARD or Personnel from Government Payor Programs or may be cause for listing on the GSA List. BOARD agrees to notify UNIVERSITY of any suspension or exclusion from Government Payor Programs within three (3) business days of BOARD'S first learning of it. UNIVERSITY shall have the right to immediately terminate this Agreement upon learning of any such suspension or exclusion.

IN WITNESS WHEREOF, the parties cause this Agreement to be executed by their duly authorized representatives.

SETON HALL UNIVERSITY

RANDOLPH BOARD OF EDUCATION

By: 
Stephen Graham
Vice President for Finance and CFO

By: _____
Name: Ronald Conti
Title: Board President

Dated: 7/19/2018

Dated: _____