



KEAN

Clinical Affiliation Agreement

This Agreement is entered into on August 4, 2021 between **Union County Education Services Commission** with an address at 45 Cardinal Drive, Westfield, New Jersey 07090 (the “Facility”) and Kean University located at 1000 Morris Avenue, Union, New Jersey 07083 (the “Kean University”). The Facility and Kean University are also referred to as a “Party” individually and as “Parties” collectively.

WHEREAS, Kean University has approved and established undergraduate and graduate programs in **Occupational Therapy** (“Program”); and

WHEREAS, field work experience is a required and integral component of the Program’s curriculum and Kean University desires the cooperation of the Facility in the development and implementation of the field work experience phase of its Program; and

WHEREAS, the Facility desires to participate with Kean University in the development and implementation of fieldwork experience for Kean University Program students (the “Students”).

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

1. **TERM.** This Agreement shall commence on **September 1, 2021** and shall expire on **September 1, 2022**. This Agreement may be renewed 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 below. 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.

2.2 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 the Students from the Program as set forth herein.

3. **KEAN UNIVERSITY RESPONSIBILITIES.** Kean University shall:

3.1 Assume and maintain full responsibility for the planning and execution of the curriculum for its students, including the administration, curriculum content and faculty appointments. All programs will forward the fieldwork requirements to the Facility for their respective students.

3.2 Confirm with Facility that the Students are accepted at the Facility prior to commencement of each clinical experience.

3.3 Ensure that all instructors possess the requisite academic qualifications for their academic roles.

3.4 Provide a clinical assignment schedule of dates for the affiliation periods throughout the academic year.

3.5 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.

3.6 Inform its Students that they must meet certain health standards as required by the Facility. Information related to Students, required by the Facility for the purpose of this Agreement, including but not limited to educational transcripts, health screenings and background checks will be provided to the Facility by the student upon request. The Program will not maintain copies of such information.

4. **FACILITY RESPONSIBILITIES.** The Facility shall:

4.1 Participate in joint evaluation of the effectiveness of the fieldwork 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 facilities, policies and procedures for Students.

4.4 Provide emergency care for Students in case of illness or accident. However, the 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 Facility shall notify Kean University promptly of any such occurrence. The Students shall be responsible for payment of any medical expenses incurred.

4.5 Permit Students to utilize its library facilities. Further, the Facility will permit Students and Kean faculty at their own expense to utilize the cafeteria and visitor's parking lots.

4.6 Provide supervision by a qualified individual/s holding appropriate certification /licensure in the area of the clinical training experience.

6.3 Students 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. The Students will follow all relevant Facility policies for maintaining confidentiality, which shall be made available to the University's students by the Facility.

6.4 Kean University will provide medical documentation of any special physical needs of students participating in the Program.

6.5 Students, at their 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. Students whose records show an adverse finding will be subject to review by the Facility. The Facility may reject any Students from the fieldwork experience based upon the information contained in the criminal background check.

7. **REGULATORY COMPLIANCE.** Kean University and the 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 Kean University, Facility and Students are as follows:

8.1 Kean University. Kean University is a public higher education institution in the State of New Jersey. Any agreement signed and entered into on behalf of the State of New Jersey is subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 through 59:12-3 and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 through 59:13-10 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 Tort 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 arising out of the use of the premises should be referred for handling to the New Jersey Division of Law, Tort Litigation Section, Richard J. Hughes Justice Complex, Trenton, P.O. Box 116, New Jersey 08625. The State of New Jersey self-funds for Workers' Compensation and Disability.

8.2 The Facility. The Facility will provide general liability coverage for itself, its employees, agents and officers, with minimum limits of coverage of \$2,000,000 per occurrence and \$4,000,000 in the aggregate. Upon request, the Facility shall provide Kean University with documentation of such insurance coverage.

8.3 Students. Students are required to be covered by professional liability insurance in the amount of \$2,000,000 per occurrence and \$4,000,000 aggregate limits. Upon request, Students or Kean University shall provide the Facility with documentation of such insurance coverage.

9. **INDEPENDENT CONTRACTOR.** Both Facility and Kean University are independent contractors. It is not intended that an employer/employee, joint venture, or partnership agreement be established hereby expressly or by implication between Facility and Kean University. Each of the parties to this Agreement shall continue to be autonomous and shall be governed independently by their respective governing boards and administrations. Neither party hereto, nor their respective employees, shall be construed to be the agent, employees or representative of the other.
10. **CONFIDENTIALITY.** Both Kean University and the 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"), if applicable, standards of The Joint Commission (TJC) and medical records policies and guidelines established and approved by the Facility, which shall be made available to the University's students.
11. **NO DISCRIMINATION.** Kean University and the 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 Kean 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.
17. **SEVERABILITY.** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
18. **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:

Union County Education Services Commission
45 Cardinal Drive
Westfield, New Jersey 07090

To Kean University:

Kean University
1000 Morris Avenue
Union, NJ 07083

19. **PDF SIGNATURES.** Signatures to this Agreement transmitted by facsimile, or electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document will have the same effect as physical delivery of the paper document bearing the original signature.

Signature page to follow

CLINICAL AFFILIATION AGREEMENT

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

KEAN UNIVERSITY

By: _____ Date: _____
Christine W. Thorpe, EdD, EdM, CHES
Dean, Nathan Weiss Graduate College

UNION COUNTY EDUCATION SERVICES COMMISSION

By: _____ Date: _____
Name: _____
Title _____