

**AFFILIATION AGREEMENT BETWEEN  
THE COLLEGE OF NEW JERSEY  
SCHOOL OF NURSING, HEALTH, AND EXERCISE SCIENCE  
AND**

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Affiliation Agreement between The College of New Jersey, for its School of Nursing, Health, and Exercise Science (hereinafter known as “COLLEGE”), 2000 Pennington Road, Ewing, NJ 08628 and \_\_\_\_\_ (hereinafter known as “FACILITY”), a corporation duly formed and existing under the laws of the state of New Jersey, with an address at \_\_\_\_\_ is made this \_\_\_\_ day of \_\_\_\_\_.

WHEREAS, it is the intention of the COLLEGE and the FACILITY to cooperate for the education of public health students enrolled in the Baccalaureate and Graduate Certificate in Public Health programs:

Now, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

**A. DUTIES OF THE COLLEGE AND STUDENTS:**

1. The COLLEGE will assume full responsibility for the planning and execution of the educational program in public health, including administration, programming, curriculum content, faculty appointments and administration, and the requirements for student admission, matriculation, promotion, and graduation.
2. The COLLEGE will provide an internship coordinator who will oversee the internship experience and provide student guidance throughout the semester.
3. The COLLEGE will have the responsibility for selection the student experience, planning the schedule of student assignments, and making individual assignments. However, the COLLEGE will confer with the FACILITY in advance of its planned schedule for midterm and final evaluations of each student’s performance. The schedule will require approval by the FACILITY.
4. The COLLEGE will keep all records and reports on the student’s internship experience.
5. The COLLEGE will provide information about the internship program for the FACILITY staff.
6. The COLLEGE will withdraw any student or faculty member from the internship site when they are lawfully unacceptable to the FACILITY for reasons of health, performance, or other reasonable causes. The COLLEGE shall have the right to withdraw any student or students from the internship site at its discretion.

7. The students and COLLEGE faculty will respect the confidential nature of all information that may come to them with regard to any protected health information.
8. The COLLEGE will assume the responsibility for seeing that both the students and instructors comply with the rules and regulations of the FACILITY where they pertain to the activities of both while in the FACILITY, provided that copies of such rules and regulations have been made available to the College, students and instructors.
9. Under no circumstance is any student or COLLEGE faculty member to be considered an agent or employee of the FACILITY.
10. The COLLEGE assures that all students and faculty participating in any internship activities at the FACILITY will be covered by liability insurance (see copy attached).
11. The COLLEGE shall maintain Self-insurance under the New Jersey Tort Claims Act. The COLLEGE shall maintain student blanket professional liability [coverage in amount not less than \$2,000,000 per occurrence and \$5,000,000 in the aggregate] while students and faculty are participating in the internship program at the FACILITY. The COLLEGE shall also maintain general and professional liability self-insurance as professional liability self-insurance as provided by the New Jersey Tort Claims Act. The COLLEGE agrees to provide certificates of insurance coverage to the FACILITY for all required insurance coverage before a student begins an assignment at the FACILITY.
12. The COLLEGE agrees to defend against claims arising out of activities of COLLEGE employees and students during the internship program described in the Agreement to the extent provided in the New Jersey Tort Claims Act and pursuant to the claim procedures set forth therein. The COLLEGE shall be responsible for actions, claims, demands, losses, damages, liabilities, lawsuits, judgment, awards against the COLLEGE, its offices and employers as provided in the New Jersey Tort Claims Act.
13. The students will provide their own medical care except in emergencies and will be financially responsible for all care.

**B. DUTIES OF THE FACILITY:**

1. The FACILITY shall ensure that the policies and practices pertaining to the operations of the FACILITY do not unlawfully discriminate based on race; creed; color; national origin; nationality; ancestry; age; familial, marital, civil union or domestic partnership status; affectional or sexual orientation; genetic information; sex; gender identity or expression; disability; atypical hereditary cellular or blood trait; or liability for service in the Armed Forces of the United States.
2. The FACILITY will provide orientation for COLLEGE students prior to the start of the internship experience.

3. FACILITY will complete a mid-term and final evaluation form provided by COLLEGE for each student intern. Completed forms will be submitted to the COLLEGE's internship coordinator.
4. FACILITY will provide students with access and use of relevant areas required for each student internship experience, including the necessary equipment and supplies.
5. FACILITY will designate a staff representative to work jointly with the COLLEGE'S internship coordinator to ensure effective planning and cooperation in accordance with the terms of this agreement.
6. The care of clients, community members and patients shall remain the sole responsibility of the FACILITY.
7. FACILITY will promptly inform COLLEGE of any incidence of concern involving COLLEGE faculty and students, including any written documentation.
8. FACILITY shall indemnify, defend, and hold harmless the COLLEGE, its respective trustees, directors, officers, agents, students, and employees, from and against any and all liabilities, suits, actions, claims, demands, losses, damages, expenses and costs of any kind and character, including the defense cost and legal fees, suffered or incurred by or asserted or imposed against the party seeking indemnification and resulting from, connected with, or arising out of any negligent or wrongful act or omission of the indemnifying party or any other agent or employee of the indemnifying party occurring at any time during the term of this Agreement. This provision shall survive the expiration or termination of the Agreement.

### **C. MUTUAL RESPONSIBILITIES:**

1. COLLEGE and FACILITY, with input from students, will conduct a joint annual evaluation of the effectiveness of the internship experience and student performance.
2. Nothing in the Agreement shall be construed to create any joint venture, partnership, employment, or other agency relationship between COLLEGE and FACILITY.
3. This Agreement shall become effective immediately and will continue in full force and effect until terminated as provided in the section. The Agreement may be modified or terminated upon request of either party and with the agreement of the other at any time, or it may be modified or terminated by one party upon one semester or six months written notice to the other. Termination shall not take effect until the COLLEGE students already participating in an internship experience at TACILITY have completed the internship program.
4. This Agreement contains the entire understanding between COLLEGE and FACILITY with respect to the subject matter hereof and supersedes all prior understanding, written

or oral. Any earlier agreements between COLLEGE and FACILITY are null and void and of no further effect after the date hereof.

5. The terms of this Agreement shall be reviewed annually.
6. This Agreement is governed by the New Jersey Contractual Liability Act, *N. J. S. A. 59:1301, et. seq.*, and shall be construed and enforced in accordance with the laws of the State of New Jersey, without regard to its choice of law provisions.
7. The rights and duties of this Agreement are not assignable except with the express written consent of the other party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day first written above.

THE COLLEGE OF NEW JERSEY:

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Carole Kenner, Carol Kuser Loser Dean/Professor, Date  
School of Nursing, Health, and Exercise Science

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William Keep, PhD Date  
Interim Provost & Vice President for Academic Affairs

FACILITY:

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Name and Title of Authorized Agency Representative

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Signature of Authorized Agency Representative Date

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Address

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Email: \_\_\_\_\_ Phone: \_\_\_\_\_