

## **AFFILIATION AGREEMENT**

THIS AFFILIATION AGREEMENT (this “

in-service, and such other learning experiences with respect to each Academic Program as identified in Exhibit A, which may be revised and updated from time to time;

(b) To allow Students and the University's faculty members and/or professional staff ("Faculty Members") access to the Affiliate's clinical facilities, library, cafeteria, and parking (the "Facilities"), in connection with the Clinical Program, and provide a safe and secure place for Students to store personal items;

(c)

2.3 Patient Care. Students will be under the direction, supervision, and control of the Affiliate with respect to their relationship with Affiliate's patients and employees. Affiliate may set standards and establish reasonable rules and regulations that may govern the conduct of all Students rotating at Affiliate. Affiliate shall provide supervision of all patient care services and activities and will have sole responsibility and control over all aspects of patient care.

2.4 Insurance. Affiliate will maintain for itself, its employees and agents, (a) general liability insurance in an amount not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate and (b) professional liability insurance for itself, each of its own physicians and \$

### 3.2 Immunizations and Background Checks.

(a) If the Affiliate requires proof of immunizations prior to commencement of a Student's participation in a Clinical Program, the Affiliate will provide prior written notice to the University of the required immunizations. The University will provide, or will cause the Students to provide, to Affiliate evidence of such immunization prior to commencement of the Clinical Program. The Affiliate agrees that immunization health records shall be governed by and be in accordance with HIPAA and any other applicable federal or state laws governing the protection of health information.

(b) If the Affiliate requires a criminal background check prior to commencement of a Student's participation in a Clinical Program, the Affiliate will provide prior written notice to the University and any applicable screening form. The University will inform the Student that completion of the criminal background check is a condition to participation in the Clinical Program, and the University will provide, or will cause the Student to provide, to Affiliate a copy of the Student's criminal background check. The Affiliate agrees to maintain the confidentiality of the information contained in the criminal background check.

3.3 Confidential Information. The University shall advise Students and Faculty k. .re f0 0 Tv



(“PHI”), as such term is defined under HIPAA, due to their participation in the Clinical Program at the Affiliate, it is agreed that for HIPAA compliance purposes only, such Students and Faculty Members are deemed to be part of the Affiliates “workforce” and involved in the Affiliate’s “healthcare operations,” as such terms are defined in HIPAA. The Students and Faculty Members shall be subject to the Affiliate’s policies and procedures governing the use and disclosure of PHI. The parties further agree that the Affiliate’s responsibilities related to the Clinical Program contemplated by this Agreement do not constitute a business associate relationship under HIPAA.

4.5 Student Confidentiality. The Affiliate shall comply with the requirements of the Family Educational Rights and Privacy Act (“FERPA”) to the extent it maintains any student records.

4.6 Discipline; Removal. The University shall have sole responsibility for conducting any Student disciplinary proceedings in accordance with the University’s policies and procedures. Notwithstanding the above, Students or Faculty Members who fail to comply with the Affiliate’s policies, procedures, rules or regulations or in any way threaten or impair the delivery of Affiliate’s health services may be removed from participation in the Clinical Program. If the Affiliate determines to remove a Student or Faculty Member from participation in a Clinical Program, the Affiliate shall notify the University in writing within twenty-four (24) hours. The parties will determine jointly if and when a Student or Faculty Member who has been removed may be permitted to return.

4.7 Use of Name. No party shall use the other party’s name, insignia, or symbols, or any variations or combination thereof, or the name of any trustee, employee or student for any purpose whatsoever, without the other party’s prior written approval.

6. **Status.** No Student, Faculty Member, employee or agent of the University shall, for any purpose, be deemed an

7.7 Assignment. No assignment or transfer of this Agreement by either party, in whole or in part, whether by operation of law or otherwise, may be made without the prior written consent of the other party; provided, however, that either party shall have the right to assign to an entity that is controlled by, under common control with, or that controls that party.

7.8 Severability. If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent of such prohibition and the validity and enforceability of all the remaining provisions shall not be affected thereby.

7.9 Counterparts. This Agreement may be executed in any number of counterparts, and by facsimile or electronic signature, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Affiliation Agreement to be executed by their duly authorized representatives as of the Effective Date.

**AFFILIATE:**

**STOCKTON UNIVERSITY:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Brent L. Arnold, PhD, ATC, FNATA  
Dean, School of Health Sciences

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

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

EXHIBIT A

ACADEMIC PROGRAMS and LOCATIONS

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