

**CONTRACT**

**BETWEEN**

**RUTGERS -The State University of New Jersey Rutgers Biomedical and Health Sciences -  
School of Related Health Professions**

**And**

**THE COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the 1st day of May, 2016 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **RUTGERS -THE STATE UNIVERSITY OF NEW JERSEY RUTGERS BIOMEDICAL AND HEALTH SCIENCES -SCHOOL OF RELATED HEALTH PROFESSIONS**, an Instrumentality of the State of New Jersey, having its principal office at 65 Bergen Street, Office 156, Suite 157, Newark, New Jersey 07107 hereinafter referred to as "Contractor".

**RECITALS**

**WHEREAS**, Contractor maintains educational programs in the School of Related Health Professions and is seeking additional training in a dietetic internship for its students (the "Students") in a facility such as is operated by the County; and

**WHEREAS**, both parties desire to maintain and improve their existing standards of health care delivery and education by participating in a clinical education program (the "Program"); and

**WHEREAS**, both parties desire to establish and maintain a working relationship in order to assure maximum utilization of clinical services and facilities; and

**NOW, THEREFORE**, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

**TERMS OF AGREEMENT**

- 1. TERM.** This Contract shall be effective for a period of one (1) year commencing May 1, 2016 and concluding April 30, 2017.

2. **NO COMPENSATION.** Neither party shall be obligated to pay the other any compensation in connection with the performance of this Contract.

3. **DETAILS OF PERFORMANCE.** The specific details of the actions to be performed by the Contractor and the County as part of the Program shall be as described hereafter, and as described in the attached Exhibits "A and B," which are incorporated into this Contract by reference. Should a conflict occur between this form of Contract and Exhibit A, this Contract shall prevail.

Contractor and County agree, as follows:

- (a) Contractor shall assume full responsibility for the planning and execution of the educational program including administration, promotion and graduation.
- (b) Contractor shall confer with the County in advance of its planned schedule of students, and type of experience for the Program. This said schedule will require approval of the County.
- (c) Contractor shall provide for the orientation to the Program for the County.
- (d) Contractor shall have the right to withdrawal any of its students in the Program from the Program at any time in its sole discretion.
- (e) Contractor, and all its students in the Program, shall respect and maintain in accordance with all federal, state, county, municipal and other applicable laws, regulations, rules, and otherwise, the confidential nature of all documents and information which may come to them with regard to patients, and patient records.
- (f) Contractor shall be responsible for seeing that the students in the Program comply with the rules and regulations of the County, and all applicable laws, where they pertain to the activities of the students while in the Program.
- (g) Contractor shall designate a faculty representative of the Contractor to serve in a liaison capacity with the County for and regarding the Program.
- (h) Contractor shall provide documentation of immunizations and a physical examination of students in the Program, as required by the County, upon the County's request.
- (i) All of Contractor's students in the Program shall be responsible for, and provide, their own medical care, except in emergencies.
- (j) The County shall at all times have the ultimate authority and responsibility for patient care.
- (k) The failure of any of Contractor's students in the Program to comply with the rules, regulations, policies and procedures of the County, or any applicable laws, will be

cause for dismissal of the student by the County from further participation in the Program. Said dismissal shall be in the sole discretion of the County.

(l) There will be no Contractor Faculty on-site.

4. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services required to participate in the Program which is the subject of this Contract, Contractor shall provide to County a copy of its or the students current licenses and permits required

for the student to participate in the Program, which licenses and permits shall be in good standing, and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract, and the student's participation in the Program.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

5. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Affiliation Agreement and exhibits, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. Either party to this Contract may terminate this Contract for convenience upon 90 days' written notice.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor.

6. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

7. **INSURANCE.** The Contractor shall provide for professional and general liability coverage insuring the Contractor and its faculty, students and employees performing activities under this Contract through a Program of Self-Insurance providing limits of coverage of not less than \$1,000,000/\$3,000,000 on an occurrence type basis subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq. Contractor assumes any and all obligations for its employees that are required pursuant to the Worker's Compensation and Disability Laws of the State of New Jersey through self-funding. Nothing stated in this Contract shall be construed to imply indemnification of any party by the Contractor.

8. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

9. **METHODS OF WORK.** Contractor agrees that in performing under this Contract, it shall employ such methods or means as will not cause any interruption or interference with the operations of County, or infringe on the rights of the public.

10. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

11. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

12. **CHANGES.** This Contract may be modified by approved addenda, consistent with applicable laws, rules and regulations. This Contract and the contract terms may be changed only by written addenda signed by both parties.

13. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

14. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

15. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County. Neither an individual student nor any faculty member of Contractor nor any other agent or employee of Contractor shall be considered an employee or agent of the County.

16. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

17. **CONFIDENTIALITY.** Contractor, and each of its students in the Program, shall not divulge or release any information, documents, reports, or recommendations processed, developed or obtained in connection with the performance of this Contract, during the term of this Contract, or subsequent to its termination except to authorized County personnel, or upon prior written approval of the County. This provision shall survive termination of this Contract.

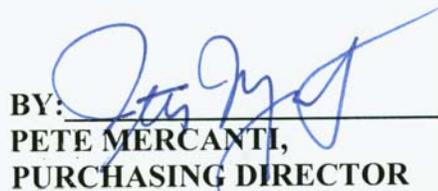
18. **CONTRACT PARTS.** This Contract consists of this Contract document and the Affiliation Agreement and its Exhibits. Should there occur a conflict between the Affiliation Agreement and its Exhibits and this form of contract then this form of Contract shall prevail.

**IN WITNESS WHEREOF,** the Gloucester County Purchasing Agent, pursuant to a authority granted to him and set forth in the County Administrative Code, has executed this Contract, and Contractor's authorized representative has executed this Contract on the date indicated herein.

**ATTEST:**

**COUNTY OF GLOUCESTER**

  
**ANDREA LOMBARDI,**  
**PRINCIPAL CLERK TYPIST**

**BY:**   
**PETE MERCANTI,**  
**PURCHASING DIRECTOR**

ATTEST:

RUTGERS OF NEW JERSEY SCHOOL  
OF RELATED HEALTH PROFESSIONS

BY:   
\_\_\_\_\_  
STEVEN ANDREASSEN  
CHIEF OF STAFF

BY:  4/18/16  
\_\_\_\_\_  
GWENDOLYN MAHON, PhD  
DEAN