

8/17/16

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SHARED SERVICE AGREEMENT

ROWAN UNIVERSITY
(Department of Health and Exercise Science)
AND

THE COUNTY OF GLOUCESTER
(Department of Health & Human Services – Division of Health Services)

THIS UNIFORM SHARED SERVICE AGREEMENT is made and entered into as of August 1, 2016 by and between **Rowan University**, located at 201 Mullica Hill Road, Glassboro, NJ 08028-1701 (hereinafter referred to as "Rowan"), acting on behalf of **Department of Health and Exercise Science**, and the **County of Gloucester** through its **Department of Health** (hereinafter referred to as "County"), will be effective as of August 1, 2016 and conclude August 31, 2026. Either party to this Agreement may terminate this Contract for convenience upon 90 days' written notice.

Rowan offers instruction in selected allied health disciplines. As part of each program, Rowan seeks relevant, supervised experiences in non-clinical practice settings. The purpose of this Agreement is to identify the mutual responsibilities and expectations of Rowan and the County for the education of students in the Nutrition & Dietetics Program with a plan to seek accreditation as a Coordinated Program in Dietetics (CPD). The University and the Partner Facility shall be referred to as the "Parties" herein.

WHEREAS, Rowan University is an agency of the State of New Jersey qualifying it to engage in agreements for shared services under N.J.S.A. 40A:65-1 et seq; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (hereinafter the "Act"), specifically authorizes local government units, including counties and fire districts, to enter into agreements for the provision of shared services; and

WHEREAS, the University maintains educational programs and is seeking training opportunities for its Dietetics students from Department of Health and Exercise Science in the Partner Facility; and

WHEREAS, Rowan has an enduring commitment to engage in learning projects within the community as part of its curriculum; and

WHEREAS, the County provides quality education for Dietetic students; and student performs with high standards at all times and complies with all policies and regulations of the appropriate County department; and

WHEREAS, the immersion of students into professional learning opportunities provides them with a realistic view of the professional field as well as the social, economic and other problems facing the population and the region; and

WHEREAS, both parties desire to maintain and improve their existing standards of service delivery and education; and the experience of the student shall complement the service and educational activities of the County; however, it is understood that students shall not be used in lieu of professional or staff personnel and shall be under the supervision of a qualified instructor acceptable to Rowan. Students will receive academic credit for the mentored experience at the facility.

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

WHEREAS, it is to the mutual interest and advantage of the Parties to enter into this Agreement in order that the student involved be given the opportunity and benefit of receiving training; and

NOW THEREFORE, in consideration of the premises and the mutual promises contained herein, and intending to be legally bound hereby, it is agreed by both Parties as follows:

A. NUTRITION EDUCATION PROGRAM

1. The specific details of the Program, the students and other specific duties and obligations of the Parties in addition to those set forth in this Agreement will be made by mutual agreement between Rowan and the County, which includes but is not limited to: the activities the students will participate in at the County, the required number of supervision hours, and the specific student evaluation procedures to be followed.

B. RESPONSIBILITIES OF THE UNIVERSITY

1. Rowan will assign to the Program students who possess a satisfactory record and who have met the minimum requirements established by partners for the Program.
2. Rowan will maintain general responsibility for didactic instruction, academic evaluation and related academic matters concerning student participation in the Program, including evaluation and grading of students.
3. Rowan will notify the County immediately of any situation or problem which threatens a student's successful completion of the Program.
4. Students are required to have medical insurance, proof of which shall be furnished to the County upon request.
5. Rowan is a body corporate and politic of the State of New Jersey. As such this Agreement incorporates the following Statement of Public Liability Insurance: Any agreement or arrangement signed and entered into on behalf of the State of New Jersey by a State official or employee shall be subject to the provisions of 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., 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 self-insurance 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.
6. Rowan will provide its students participating in this program with professional liability and general liability coverage with independent policy limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate per year. Coverage will extend to activities performed under this Agreement. Certificates of insurance will be provided upon request.
7. The County's Purchasing Agent shall be given thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change regarding any of the insurance policies evidenced.

C. RESPONSIBILITIES OF THE COUNTY

1. The County agrees to provide to Rowan a current list, upon request, the name and professional academic credentials of the staff members participating in the students' education and training Program.
2. The County shall provide instruction and supervision of student(s) by personnel who meet the standards of all applicable New Jersey recognized professional accrediting agencies or regulatory agencies and in accordance with the stated objectives of the Program.
3. County personnel and Rowan's Clinical Coordinator shall jointly plan and evaluate the student(s)'s experience and provide to students all rules and regulations.
4. The County will inform Rowan and students in advance of any eligibility requirements for participation in the Program, including medical screening and/or criminal background requirements.
5. The County will notify Rowan immediately of any situation or problem which threatens a student's successful completion of the Program.
6. The County will assist any Student requiring emergency medical care in the case of injury or illness during the affiliation. Students are required to have medical insurance, proof of which shall be furnished to the County upon request.
7. When required for accreditation and/or upon Rowan's request, the County will provide Rowan with Program information, reports or other data.
8. The County shall maintain the confidentiality of all student records produced by it or furnished to it by Rowan, and will not disclose information except as Rowan may request for its own use or as the student may direct or as required by law.

D. MUTUAL RESPONSIBILITIES/GENERAL PROVISIONS

1. Parties agree to hold each other harmless from any claim or loss arising under the Agreement with the stipulation that any claim made pursuant to this clause and any liability of the State of New Jersey is subject to the provisions and liabilities of the New Jersey Tort Claims Act and the New Jersey Contractual Liability Act.
2. Parties shall consult periodically to review the Program and to review the Program in general.
3. Upon recommendation of the County, Rowan agrees to withdraw from Program any student who does not abide by the rules and regulations or who for other reasons is unsatisfactory. Questions and disputes concerning a student's removal from Program will be resolved by joint conference by representatives of the Parties. All reasonable efforts will be made to allow student to achieve credit for the Program, if appropriate under the circumstances.
4. All rules and regulations of the County shall apply to students during their participation in the Program. The County shall advise students of this requirement and shall provide Rowan and/or student with the rules and regulations of the Program.
5. Students may use County's Facilities to the extent necessary to perform related duties.
6. County is in compliance with applicable local state and federal laws and regulations, will not discriminate on the basis of race, religion, color, sex, age, national origin, handicap, sexual preference, disabled or Vietnam era veteran status or financial status in admission or access to, or treatment or employment in, its programs and activities.

7. Rowan University in its programs and services adheres to the State's non-discrimination policy for Affirmative Action and Equal Employment Opportunity. In accordance with that policy, discrimination based upon race, creed, color, national origin, ancestry, age, sex, marital status, familial status, affectional or sexual orientation, atypical heredity cellular or blood trait, genetic information, liability for service in the Armed Forces of the United States, or disability will not be tolerated.
8. Sexual harassment, which is a form of unlawful gender discrimination, likewise will not be tolerated. While in performance of this contract, Partner Facility certifies that it does do not discriminate on these grounds.
9. The term of this Uniform Shared Service Agreement shall be for ten years beginning on August 1, 2016 and concluding of August 31, 2026 unless terminated by either party giving written notice to the other party at least 90 days prior to the effective date of such termination.
 - a. This Agreement may be terminated by either party at any time if the other party defaults in any material obligation, but only if such default shall have continued for a period of ten (10) days after receipt of written notice thereof by the other party.
10. In the event of the termination of the Agreement as provided for in paragraph D9, students who are participating in the Program at the time of such termination shall be permitted to complete the experience if appropriate.
11. Notices, requests and other communications required pursuant to this Agreement shall be in writing and shall be sent by first-class mail or overnight service (e.g., Federal Express) to each party as follows:

If to Rowan:

Office of General Counsel
Rowan University
Bole Hall
201 Mullica Hill Road
Glassboro, NJ 08028

If to County:

Office of the County Clerk
County of Gloucester
2 South Broad Street
Woodbury, NJ 08096

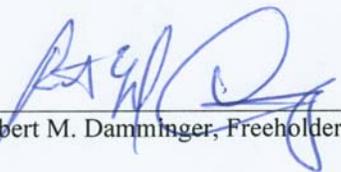
12. This Agreement may be revised or modified by a written amendment signed by authorized representatives of both Parties.
13. This Agreement and its Exhibit(s) represent the entire understanding of the parties with respect to the subject matter covered herein and supersedes and nullifies any previous agreements between the parties.
14. This Agreement and its Exhibit(s) shall be binding on the parties and their respective successors and assigns. Neither party shall assign its duties and obligations under this Agreement without the prior written consent of the other party.
15. This Agreement is not intended to conflict with or affect any existing or future affiliation between the parties and institutions not a party to this Agreement.

16. This Agreement shall be construed in accordance with the laws of the State of New Jersey.

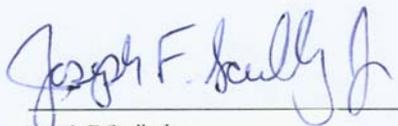
IN WITNESS WHEREOF, the parties cause this Agreement to be executed by their duly authorized representatives, as of the day and year above first written.

County of Gloucester:

Rowan University:



Robert M. Damming, Freeholder Director



Joseph F. Scully, Jr.
Senior VP for Finance and CFO
