

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
COUNTY OF ESSEX**

**RESOLUTION NO.** \_\_\_\_\_ **AUTHORITY FOR RESOLUTION:** N.J.S.A. 40:41A-38(n)

**PROPOSED BY:** COUNTY EXECUTIVE **AUTHORITY FOR ACTION:** N.J.S.A. 40:41A-36(i)

**SUBJECT:**

**DEPARTMENT OF HEALTH AND REHABILITATION, DIVISION OF HOSPITAL CENTER –  
TWO YEAR AFFILIATION AGREEMENT WITH ESSEX COUNTY COMMUNITY COLLEGE**

WHEREAS, the County of Essex, acting through the Department of Health and Rehabilitation Hospital Center Division, has negotiated an affiliation agreement with Essex County Community College for a two-year period; and

WHEREAS, the affiliation agreement will serve as a training site for their students; and

WHEREAS, the Board of County Commissioners is empowered by N.J.S.A.40A41A-38(n) to approve by resolution contracts presented by the County Executive; now, therefore, be it.

**RESOLVED**, by the Essex County Board of County Commissioners:

1. That the two (2) year affiliation agreement with Essex County Community College, a copy of which is annexed hereto is approved according to the provisions of law.
  
2. That one (1) copy of the executed agreement and certified resolution be forwarded to Lori York, Essex County College: Nursing and Health Sciences, 303 University Ave, Newark, NJ 07102 and one (1) copy to Frank J. DelGaudio, Director, Department of Health and Rehabilitation.

\*

Approved as to form and legality \_\_\_\_\_



Date

7/22/24

ESSEX COUNTY COUNSEL

RECORD OF VOTE (X=Vote N.V.=Abstention ABS=Absent)

Moved by Commissioner \_\_\_\_\_

Second by Commissioner \_\_\_\_\_

Commissioner	Yes	No	N.V.	ABS	Commissioner	Yes	No	N.V.	ABS
Cooper, V.P.					Murray-Thomas				
Gill					Pomares, Pres.				
Graham					Richardson				
Luciano					Sebold				
Mercado									

It is hereby certified that the foregoing Resolution was ( ) adopted ( ) defeated ( ) tabled by roll call vote at a \_\_\_\_\_ meeting of the Board of County Commissioners of the County of Essex, New Jersey held on \_\_\_\_\_.

Is Publication Required ( ) Yes ( ) No

Date Published \_\_\_\_\_

Carlos M. Pomares, President

RECEIVED  
 CLERK OF THE BOARD  
 2024 AUG - 7 PM 2:33  
 ESSEX COUNTY  
 BOARD OF  
 COUNTY COMMISSIONERS

Essex County Community College  
7/22/2024

August 14, 2024  
Meeting Back-up  
Documentation for  
Resolution No. 18



COUNTY OF ESSEX

DECISION MEMORANDUM

BOARD AGENDA ITEM

JOSEPH N. DI VINCENZO, JR.  
COUNTY EXECUTIVE

ROBERT D. JACKSON  
COUNTY ADMINISTRATOR

HEALTH AND REHABILITATION

HOSPITAL CENTER

TO: Robert D. Jackson, County Administrator

FROM: Frank J. DelGaudio, Director, Department of Health and Rehabilitation **(FJD)**

DATE: **JULY 19, 2024**

SUBJ: **ESSEX COUNTY COMMUNITY COLLEGE**

**INTRODUCTION**

**ESSEX COUNTY COMMUNITY COLLEGE** is seeking to establish an affiliation agreement with the Essex County Hospital Center as a practicum site for their students. This two (2) year agreement will commence from the date of signing and approval from the Board of County Commissioners. Students would utilize the facility as a site to gain clinical experience in the care of the psychiatric patient.

**RECOMMENDATION**

We recommend approval of this affiliation agreement. When the approval process is completed, one executed copy of this agreement should be returned to my office and one copy sent to: **LORI YORK, ESSEX COUNTY COLLEGE: NURSING & HEALTH SCIENCES, 303 UNIVERSITY AVE, NEWARK, NJ 07102.**

**REASONS FOR RECOMMENDATION**

1. Clinical affiliation is beneficial to our patients and to the students of **ESSEX COUNTY COMMUNITY COLLEGE.**
2. The student under direct instructor supervision provides our patients with needs based care.
3. The student gains psychiatric clinical experience and insight into the health status of the mentally ill patient.
4. The school meets all of the requirements of the State New Jersey.
5. This affiliation agreement promotes the Essex County Hospital Center's mission and vision: To be a leader in providing state of the art, high quality psychiatric care and to teach others to achieve the same.

**FISCAL IMPACT**

This affiliation agreement with the school involves no cost to the County.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> CBIZ Borden Perlman 200 Charles Ewing Boulevard, Suite 330 Ewing, NJ 08628  www.cbiz.com                      9085390		<b>CONTACT NAME:</b> Val Votchits <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> val.votchits@cbizbp.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> <b>INSURER A:</b> Philadelphia Indemnity Ins. Company                      18058 <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b> Essex County College 303 University Avenue Newark, NJ 07102			

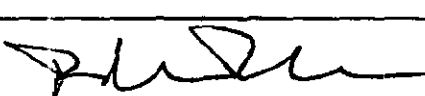
**COVERAGES**                      **CERTIFICATE NUMBER:** 80883276                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL(SUBR) INSD   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK2570820-022	7/1/2024	7/1/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2570820-022	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$		PHUB870050-022	7/1/2024	7/1/2025	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE    OTH-ER I.L. EACH ACCIDENT \$ I.L. DISEASE - EA EMPLOYEE \$ I.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		PHPK2570820-022	7/1/2024	7/1/2025	Each Occurrence \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder Included as Additional Insured Under General Liability Only, with regards to Student Clinical Experience training.

<b>CERTIFICATE HOLDER</b>  Essex County Hospital Center Frank J. DelGaudio, SASHE Director 204 Grove Avenue Cedar Grove NJ 07009	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  Douglas Borden 
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**STUDENT AFFILIATION AGREEMENT  
BETWEEN  
ESSEX COUNTY COMMUNITY COLLEGE AND  
ESSEX COUNTY**

Agreement, effective on the date of execution by both parties, by and between **Essex County Community College** (the "**School**") located at **303 University Ave, Newark, NJ 07102** and **ESSEX COUNTY** (the "**County**") located at **Hall of Records, 465 Dr. Martin Luther King Jr. Blvd, Newark, New Jersey, 07102.**

**PURPOSE**

It is the County's vision that it is committed to providing psychiatric hospital care for the severely mentally ill residents of Essex County as determined by evidence based clinical practice, in a safe and respectful environment.

Also, the County seeks to be a leader in providing state of the art, high quality psychiatric care and to teach others to achieve the same.

In furtherance of this vision that the County seeks to provide education and training through the establishment of teaching programs, in affiliation with renowned academic institutions, to promote learning for health care providers and to build a mental health work force to provide services for the mentally ill residents of Essex County.

**1. TERM**

This Student Affiliation Agreement ("Agreement") shall be for a period of two years commencing on the date of execution by the parties. Either party may at any time during the term of this Agreement, with or without cause, terminate this Agreement upon one hundred twenty (120) days written notice to the other party.

In the event this Agreement is terminated prior to the expiration of its then current term, the Parties mutually agree to continue to perform the obligations contained herein so that no student(s) participating in an ongoing clinical program will be denied the opportunity to complete the clinical program, even if the effective date of termination occurs prior to the completion date of the program.

The County may immediately terminate a student(s) participation in the program established under this Agreement, if the County believes that the continued participation of the student(s) is unsafe, disruptive, detrimental to ECHC or patient care, or otherwise not in conformity with ECHC standards, policies, procedures, or health requirements.

**2. SCHOOL RESPONSIBILITIES**

The School as the sponsoring agency agrees:

- a. To assume full responsibility for the planning and the execution of the curriculum for its students including the administration, curriculum content and faculty appointments.
- b. To assure that all School representatives meet the academic qualifications of their academic role.
- c. To provide a clinical assignment schedule of dates for the affiliation periods throughout the academic year.

- d. That students assigned for clinical experience will receive no compensation.
- e. To determine the number of students by mutual agreement with the Center.
- f. To inform all students of the requirement to conform to the rules, regulations, and policies of ECHC. These rules, regulations and policies will be available and reviewed with the students/faculty by ECHC.
- g. To inform all students of the requirement to meet the following health standards:
  - 1. Physical exam
  - 2. Proof of negative reaction to two (2) consecutive Mantoux tests given within three (3) weeks, or if positive reaction, negative chest x-ray result on file.
  - 3. Rubella, rubeola, varicella and mumps immunity as proven by blood test or written physician's confirmation
  - 4. Hepatitis B vaccine or signed waiver, if student refuses to be immunized.
  - 5. Proof of Annual Influenza Vaccination, or signed waiver, if student refuses to be immunized. Student will be required to wear a mask at all times during flu season if not immunized.
  - 6. Current CPR certification.

The above, along with a student roster, must be supplied to the appropriate Department Director at least 10 days prior to the commencement of a clinical rotation.

- h. To inform all students of the requirement to provide to ECHC all medical documentation for special physical needs and/or special allergic needs, if applicable.
- i. To inform all students of the requirement to provide evidence of an acceptable criminal background check.

3. **COUNTY/ESSEX COUNTY HOSPITAL CENTER RESPONSIBILITIES**

- a. To participate in joint evaluation of the effectiveness of the clinical experiences through meetings and/or written evaluations of the students.
- b. To provide necessary supplies, facilities, and supervision as may be required to insure quality education for the students without impairing quality patient care.
- c. To provide an orientation of its facilities, policies, and procedures for the School's Faculty and students
- d. To adhere to the conditions of this Agreement.
- e. To provide a certified Site Supervisor responsible for supervising the internship experience.
- f. To permit students to utilize all of its facilities, including the parking lots, at no expense.
- g. Assure that it has measures in place to ensure Students and faculty safety, such as program and institution policies or manuals, instruction on occupational health and safety, incident-reporting processes, harassment prevention policies and procedures, and conflict resolution processes.

- h. Ensure that it has measures in place related to the prevention of the spread of COVID-19 which will be shared with the School and the students prior to the start of the fieldwork at the Facility.

4. **MUTUAL OBLIGATIONS**

- a. ECHC shall at all times retain sole responsibility for all patient care.
- b. Responsibility for planning the clinical experience with ECHC's staff and the School's instructors, subject at all times to the policies, rules, and regulations of ECHC.
- c. Student curriculum, attendance, and scheduling shall be under the direction of the School so long as they do not conflict with ECHC's policies, rules, and regulations.
- d. Students are not employees of either party during the hours in which they participate in this program.
- e. Each student of the School will start his/her clinical experience program as determined by mutual agreement of the parties. Minor adjustments in the length of service and that period during which it shall be rendered may be made with the mutual consent of the School and County/ECHC.
- f. County/ECHC and the School will perform their respective duties and responsibilities under this Agreement at their own cost and expense.

5. **INSURANCE**

During the term of this Agreement, the School shall at all times maintain Professional Liability Insurance, including coverage for any acts of negligence of its students, faculty, officers, or employees with respect to any liability arising out of their participating in the program in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate per year. The School shall also provide general liability coverage in the minimum amount of \$1,000,000 for personal injury, or property damage, and \$3,000,000 in the aggregation.

6. **CONFIDENTIALITY**

Both the School and ECHC shall at all times comply with standards mandated by state and federal law of regulatory agencies and accrediting agencies, including those pertaining to confidentiality and documentation.

7. **INDEMNIFICATION**

The School agrees to protect, indemnify, and hold harmless the Essex County Hospital center, the County, and their respective officers, trustees, employees, Faculty members, and staff (County Parties) from and against any and all claims, demands, causes of action, damages and judgments (including, but not limited to, such on behalf of student/patient or that student/patients agent or family) which may be imposed upon, incurred, or brought against the County Parties as a result of any negligent acts of omission or commission by the School or its officers, directors, employees, students or Faculty members committed in connection with this Agreement, except that such indemnity shall not apply to the extent that a claim, demand, cause of action, damage or judgment arises out of the negligent or wrongful acts or mission of the County Parties.

8. **REGULATORY REQUIREMENTS**

Both parties agree to meet and fulfill all applicable standards as outlined by The Joint Commission, Division of Health and Social Services (DHSS), Division of Mental Health Services (DMHS), Center for Medicare and Medicaid Services (CMS) and all applicable regulatory requirements.

9. **NO DISCRIMINATION**

The School and County/ECHC mutually agree that no faculty members or 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 purpose of this Agreement.

10. **NO WAIVER**

The waiver or failure of either party, at any time, to exercise any right provided for herein shall not be deemed a waiver of such right at any other time.

11. **ENTIRE AGREEMENT**

This Agreement supersedes any and all other Agreements, or understandings, either oral or in writing, between the parties with respect to the subject matter hereof, and this Agreement contains all the covenants and agreements between the parties with respect to the subject matter of this Agreement. The parties agree that no oral representations or written representations, other than those contained herein, were relied on by the parties, or form additional terms of this Agreement.

12. **AMENDMENT**

This Agreement may be amended only by a written instrument executed by both parties.

13. **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.

14. **NOTICES**

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

As to: Essex County:

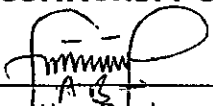
Hall of Records – Room 510  
465 Dr. Martin Luther King Jr. Blvd.  
Newark, New Jersey 07102  
cc:  
Frank J. DeGaudio, Director  
Essex County Hospital Center  
204 Grove Avenue  
Cedar Grove, NJ 07009

As to: Essex County Community College:


Colin Archer  
Fieldwork Coordinator  
Essex County Community College  
303 University Ave  
Newark, NJ 07102


In witness whereof, the parties have executed this Agreement as of the date here and above set forth:

**ESSEX COUNTY COMMUNITY COLLEGE**

By:  07/03/2024  
Dr. Augustine Boakye, President Date

**ESSEX COUNTY HOSPITAL CENTER**

By:  07/19/2024  
Sidharth Sharma, MD, Medical Director Date



**ESSEX COUNTY**

By:  7/19/24  
Joseph N. DiVincenzo, Essex County Executive Date

Attested:

\_\_\_\_\_  
Date  
Clerk of the Board of Essex County Board of Chosen Freeholders