



2018

**BERGEN COUNTY BOARD OF CHOSEN FREEHOLDERS
RESOLUTION**

WMB
4.4.18

| MEMBERS | AYE | NAY | ABSTAIN | ABSENT |
|----------------------|----------|----------|----------|----------|
| Amoroso | ✓ | | | |
| Ganz | ✓ | | | |
| Ortiz | ✓ | | | |
| Tanelli | ✓ | | | |
| Voss | ✓ | | | |
| Zur | ✓ | | | |
| Chairman Sullivan | ✓ | | | |
| TOTALS | 7 | - | - | - |

Resolution No. 302-18
Date: April 18, 2018
Page: 1 of 27
Department/
Division: Human Services/Disability Services
Purpose: Authorize Renewal Option #3:
Eastwick College Occupational
Therapy Program
Account No. N/A
Contract No. N/A
Dollar Amount: \$7,500.00 Paid to County for Term
\$1,875.00 Quarterly as Clinical Site
Fee
Prepared By: JT/jtz/ac
JZ

Offered by: Ganz
Seconded by: Ortiz
Approved by: [Signature]

Certified as a true copy of a Resolution adopted by the Board of Chosen Freeholders
on above date at the Regular Meeting by:

Lara Rodriguez
Lara Rodriguez, Clerk, Board of Chosen Freeholders, Bergen County, New Jersey

WHEREAS, Resolution No. 556-15, dated June 3, 2015, authorized the County of Bergen to enter into an Affiliation Agreement with Eastwick College, 10 South Franklin Turnpike, Ramsey, NJ 07446, for the period April 27, 2015 through April 26, 2016, with four (4), twelve (12) - month renewal options, for the provision of Level I fieldwork experiences for students in the Eastwick College Occupational Therapy program; and

WHEREAS, Resolution No. 626-16, dated June 15, 2016 authorized the County of Bergen to exercise the first option to renew the Affiliation Agreement with Eastwick College, for the period

April 27, 2016 through April 26, 2017; and

WHEREAS, Resolution No. 293-17, dated April 5, 2017 authorized the County of Bergen to exercise the second option to renew the Affiliation Agreement with Eastwick College, for the period April 27, 2017 through April 26, 2018; and

WHEREAS, the County desires to exercise the third option to renew the Affiliation Agreement with Eastwick College, for the period April 27, 2018 through April 26, 2019. Now, therefore, be it

RESOLVED, upon the recommendation of James Thebery, Director of the Division of Disability Services, that the County of Bergen is hereby authorized to exercise the third option to renew the Affiliation Agreement with Eastwick College, 10 South Franklin Turnpike, Ramsey, NJ 07446, for the period April 27, 2018 to April 26, 2019, for the provision of Level I fieldwork experiences for students in the Eastwick College Occupational Therapy program; and be it further

RESOLVED, that the County Executive or County Administrator be and is hereby authorized to execute said Affiliation Agreement, in a form to be approved by County Counsel.



County of Bergen
"Sunshine Form" for Disclosure of Political Contributions
*Please fill out and attach to each resolution
DIRECT FINANCIAL DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

DIRECT FINANCIAL DISCLOSURE OF CAMPAIGN CONTRIBUTIONS

- (A) VENDOR NAME or SPECIAL COUNSEL NAME Eastwick College
VENDOR ADDRESS or SPECIAL COUNSEL ADDRESS 250 Morris St
Hickensack N.J
VENDOR TELEPHONE NUMBER 201 488 9400 FAX # 201 373 8206
VENDOR REPRESENTATIVE NAME (Please Print) Dyck Marchime - Truina
VENDOR EMAIL ADDRESS jtraina @ eastwick.edu
VENDOR REPRESENTATIVE SIGNATURE [Signature] DATE 3/20/18
- (B) THE NAME OF THE PARTNERS OR SHAREHOLDERS OR, IF A PUBLIC CORPORATION, THE NAME OF THE CORPORATE OFFICERS AND DIRECTORS AS FOUND ON THE 10K OR 10Q FORMS REQUIRED TO BE FILED WITH THE FEDERAL SECURITIES AND EXCHANGE COMMISSION.
N/A
- (C) CAMPAIGN CONTRIBUTIONS MADE, BY ANY INDIVIDUAL(S) AND/OR BUSINESS ENTITY LISTED IN (A) OR (B) (ABOVE) DURING THE PRIOR AND CURRENT CALENDAR YEAR TO THE FOLLOWING NAMED ELECTED OFFICIALS AND CONSTITUTIONAL OFFICERS:
N/A
- (D) ☒ No contributions (sign directly below and return, nothing else required except signature/date this page only).
Signature: [Signature] Date: 3/13/18
Print your name: Thomas M Eastwick

OFFICIAL POSITION/ NAME (* Denotes Incumbent)

| | |
|------------------|----------------------------|
| COUNTY EXECUTIVE | James J. Tedesco, III (D)* |
| SHERIFF | Michael Saudino (D)* |
| SHERIFF | Manuel V. Alfonso (R) |
| SURROGATE | Michael Dressler (D)* |
| SURROGATE | Robert W. Avery (R) |
| COUNTY CLERK | John Hogan (D)* |
| COUNTY CLERK | Hector Olmo (R) |

¹ This form shall be updated periodically to reflect new elected officials and candidates for office. However, it shall maintain the format and required disclosures contained herein. 01/09/2018



2017
BERGEN COUNTY BOARD OF CHOSEN FREEHOLDERS
RESOLUTION

JXN
3-30-17

| MEMBERS | AYE | NAY | ABSTAIN | ABSENT |
|----------------|-----|-----|---------|--------|
| Amoroso | ✓ | | | |
| Ganz | | | | ✓ |
| Ortiz | ✓ | | | |
| Sullivan | ✓ | | | |
| Tanelli | ✓ | | | |
| Voss | ✓ | | | |
| Chairwoman Zur | ✓ | | | |
| TOTALS | 6 | | | 1 |

Resolution No. 293-17
Date: April 5, 2017
Page: 1 of 24
Department/
Division: Human Services/Planning and Contract
Administration
Purpose: Authorize Renewal Option #2:
Eastwick College Occupational
Therapy Program
Account No. N/A
Contract No. N/A
Dollar Amount: \$7,500.00 Paid to County for Term;
\$1,875.00 Quarterly as Clinical Site Fee
Prepared By: JCL/nfc/ac

Offered by: Body as a whole
Seconded by: [Signature]
Approved by: [Signature]

Certified as a true copy of a Resolution adopted by the Board of Chosen Freeholders
on above date at the Regular Meeting by: [Signature]

Lara Rodriguez, Clerk, Board of Chosen Freeholders, Bergen County, New Jersey

WHEREAS, Resolution No. 556-15, dated June 3, 2015, authorized the County of Bergen to enter into an Affiliation Agreement with Eastwick College, 10 South Franklin Turnpike, Ramsey, NJ 07446, for the period April 27, 2015 through April 26, 2016, with four (4), twelve (12) - month renewal options, for the provision of Level I fieldwork experiences for students in the Eastwick College Occupational Therapy program; and

WHEREAS, Resolution No. 626-16, dated June 15, 2016 authorized the County of Bergen to

exercise the first option to renew the Affiliation Agreement with Eastwick College, for the period April 27, 2016 through April 26, 2017; and

WHEREAS, the County desires to exercise the second option to renew the Affiliation Agreement with Eastwick College, for the period April 27, 2017 through April 26, 2018. Now, therefore, be it

RESOLVED, upon the recommendation of Jane C. Linter, Director of the Department of Human Services, that the County of Bergen is hereby authorized to exercise the second option to renew the Affiliation Agreement with Eastwick College, 10 South Franklin Turnpike, Ramsey, NJ 07446, for the period April 27, 2017 to April 26, 2018, for the provision of Level I fieldwork experiences for students in the Eastwick College Occupational Therapy program; and be it further

RESOLVED, that the County Executive or County Administrator be and is hereby authorized to execute said Affiliation Agreement, in a form to be approved by County Counsel.



2016
BERGEN COUNTY BOARD OF CHOSEN FREEHOLDERS
RESOLUTION

WMB
6/6/16

| MEMBERS | AYE | NAY | ABSTAIN | ABSENT |
|------------------|-----|-----|---------|--------|
| DeNicola | ✓ | | | |
| Felice | ✓ | | | |
| Ganz | ✓ | | | |
| Sullivan | ✓ | | | |
| Voss | ✓ | | | |
| Zur | ✓ | | | |
| Chairman Tanelli | ✓ | | | |
| TOTALS | 7 | - | - | - |

Resolution No. 626-16
Date: June 15, 2016
Page: 1 of 22
Department/
Division: Human Services/Planning and Contract
Administration
Purpose: Authorize Renewal Option #1:
Eastwick College Occupational
Therapy Program
Account No. N/A
Contract No. N/A
Dollar Amount: \$7,500.00 (Amount to be Reimbursed
to the County)
Prepared By: JCL/hic/ac

Offered by:
Seconded by:
Approved by:

Ganz
[Signature]
[Signature]

Prepared By:

NPC
Jane C. Linter

Certified as a true copy of a Resolution adopted by the Board of Chosen Freeholders
on above date at the Regular Meeting by:

Lisa Sciancalepore, Clerk, Board of Chosen Freeholders, Bergen County, New Jersey

WHEREAS, Resolution No. 556-15, dated June 3, 2015, authorized the County of Bergen to
enter into an Affiliation Agreement with Eastwick College, 10 South Franklin Turnpike, Ramsey,
NJ 07446, for the period April 27, 2015 through April 26, 2016, with four (4), twelve (12)-
month renewal options, for the provision of Level I fieldwork experiences for students in the
Eastwick College Occupational Therapy program; and

WHEREAS, the County desires to exercise the first option to renew the Affiliation Agreement

with Eastwick College, for the period April 27, 2016 through April 26, 2017. Now, therefore, be it

RESOLVED, upon the recommendation of Jane C. Linter, Director of the Department of Human Services, that the County of Bergen is hereby authorized to exercise the first option and renew the Affiliation Agreement with Eastwick College, 10 South Franklin Turnpike, Ramsey, NJ 07446, for the period April 27, 2016 to April 26, 2017, for the provision of Level I fieldwork experiences for students in the Eastwick College Occupational Therapy program, as per the attached Affiliation Agreement; and be it further

RESOLVED, that the County Executive or County Administrator be and is hereby authorized to execute said Affiliation Agreement, in a form to be approved by County Counsel.

**AFFILIATION AGREEMENT
BETWEEN
BERGEN COUNTY DEPARTMENT OF HUMAN SERVICES
AND
EASTWICK COLLEGE**

This agreement is effective the 27th day of April 2016 and is by and between Eastwick College, having its principal business address at 10 South Franklin Turnpike, Ramsey, New Jersey (hereinafter "the College") and Bergen County Department of Human Services as agent for facilities on attached Schedule A (hereinafter individually and collectively referred to as "the Facility"),

WHEREAS, Eastwick College has an education program for students in Occupational Therapy (hereinafter "the Program"); and

WHEREAS, the Facility has the resources to provide clinical training to students in basic occupational therapy procedures; and

WHEREAS, the Facility and the College desire to affiliate for the purpose of providing a clinical training program (hereinafter the "Clinical Training Program") at the Facility for students in the College's Program; and

WHEREAS, Resolution No. 556-15, dated June 3, 2015, authorized the County of Bergen to enter into an Affiliation Agreement with Eastwick College for the period April 27, 2015 to April 26, 2016, with four (4), twelve (12) - month renewal options, for the provision of Level I fieldwork experiences for students in the Eastwick College Occupational Therapy program, and which the County shall be paid a quarterly clinical site fee in the amount of \$1,875.00; and

WHEREAS, the County now desires to exercise the first option to renew the Affiliation Agreement with Eastwick College for the period April 27, 2016 to April 26, 2017.

NOW, THEREFORE, the parties agree as follows:

A. Responsibilities of the College:

1. Assume and maintain full responsibility for the planning and execution of the

- educational program in occupational therapy, including programming, administration, curriculum content, faculty appointments, faculty administration, and the requirements for promotion and graduation of students.
2. The College shall designate a faculty member who shall serve as the "Academic Fieldwork Coordinator," to coordinate the Clinical Training Program with the Facility. Both parties shall mutually agree upon the Clinical Training Program.
 3. The College shall coordinate with the Facility to establish a schedule of student assignments, and the number of students eligible to participate in the Clinical Training Program. Both parties shall agree on the dates, hours, and duration of the assignment.
 4. The Academic Fieldwork Coordinator shall assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.
 5. The College shall coordinate with the Facility the performance of an annual joint evaluation to determine if the participation of the occupational therapy students meets the standards of patient care of the Facility, as well as the educational objectives of the College.
 6. The College and its students are responsible for complying with all pertinent rules and regulations, policies and procedures established by the Facility, as they may be amended from time to time.
 7. The College and its students are required to maintain patient confidentiality as required by all federal, state and other applicable laws and regulations, including but not limited to: the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Section 2; the New Jersey AIDS Reporting and Confidentiality Law, N.J.S.A. 26-SC-5 et seq.; New Jersey Public Health Law; and the Health Insurance Portability and Accountability Act of 1996

("HIPAA") and the HIPAA Privacy Standards.

8. The College and its students are required to maintain such records as may be required by the Facility to comply with federal and state law and regulations, and with required third-party payers and regulatory authorities, including, but not limited to Medicare, Medicaid, the Comptroller General of the United States and the Department of Health and Human Services. The responsibilities to prepare and maintain such records and reports will survive termination of this Agreement, and all patients' records, claims and correspondence belong to the Facility and must be maintained and retained on the Facility's premises. The College and its students shall also be required to maintain and retain all records and reports pertinent to the students' clinical experience. These records shall be made available to the Facility upon request.
9. The College on behalf of each assigned student shall provide the Facility with the following:
 - A. Evidence determined by a physical examination that each student is in good general health and free from a health impairment that is of potential risk to a patient or which might interfere with the performance of his or her duties. The evidence also includes passing a drug test, and being free from any other condition that would interfere with the student's ability to satisfy the requirements of this Agreement and/or potentially create risks to his or her own health, and the health and safety of the Facility, its patients, staff, visitors, and other affiliates.
 - B. Evidence that each student has received: (1) vaccination for rubella consistent with good medical practice, or a rubella screening blood test with documentation of its results, including serologic evidence of immunity (all seronegative female students of child-bearing age shall provide documentation that they were informed regarding the potential adverse effects of rubella during pregnancy); (2) vaccination for measles (rubeola) or evidence of immunity to measles for those students born in 1957 or later, and (3) PPD (Mantoux) skin test for tuberculosis prior to participation in the Clinical Training Program and no less than every year thereafter for students with negative chest x-rays. All students who are seronegative and unvaccinated shall be clinically restricted in the event of a rubella or rubeola outbreak in the Facility.
 - C. The Academic Fieldwork Coordinator shall maintain a current list of

all students who are seronegative and unvaccinated and provide such list to the Facility upon request.

D. Prior to commencement of any assignment in the Clinical Training Program, the Facility shall receive evidence that the student has received the vaccination against hepatitis B, proof of immunity to hepatitis B, or a signed declination form indicating that the student has declined to be vaccinated against hepatitis B.

E. Criminal Background checks are completed by the College and can be supplied to the clinical site as requested.

10. The College shall obtain and maintain at its own expense during the term of this Agreement, and any renewal hereof, a comprehensive liability policy including general and professional liability. The policy must insure the College against any and all claims for personal and bodily injury or death and property damage resulting from the performance of services by the College, its employees, staff and agents, and all students participating in the Clinical Training Program and/or the presence of students or other College personnel on the Facility's premises. Such insurance shall be in the amount of no less than \$1,000,000 per incident and an annual aggregate of \$3,000,000. Such insurance is to be written by a carrier licensed in New Jersey and rated at least an "A" by A.M. Best Company. The College is also responsible for any deductible or retention under these policies. The College, upon execution of this Agreement and anytime upon request, shall furnish the Facility with evidence that it has complied with the above requirements for liability coverage. The Facility shall be listed as an additional insured on all liability insurance policies of the College.
11. The College agrees to defend, indemnify and to hold harmless the Facility, its officers, directors, trustees, agents, employees, assignees, affiliates, representatives, joint-ventures, successor corporation(s) and health care personnel, directly or indirectly involved in any way in the Clinical Training

Program from any and all liabilities, claims, actions, suits, settlements, judgments, costs, damages and liabilities including medical claims or expenses and attorney's fees, resulting from, arising out of or which might arise or otherwise be asserted or connected with the operation or conduct of the Clinical Training Program including, but not limited to negligence involving the death or injury of a patient. The College also agrees to defend, indemnify and hold the Facility harmless for its failure to comply with any of the obligations or representations in the Agreement, including but not limited to a failure to maintain insurance as required in the Agreement.

B. Responsibilities of the Facility

1. The Facility will provide orientation for the faculty and students.
2. For Level I fieldwork experiences, The Facility shall provide qualified supervisors that may include, but are not limited to, currently licensed or otherwise regulated occupational therapists and occupational therapy assistants, psychologists, physician assistants, teachers, social workers, nurses, and physical therapists.
3. The Facility will provide a minimum of one fieldwork educator for every 10 students participating in fieldwork Level I.
4. Each supervisor shall receive a copy of the Guidelines for Supervision, Roles, and Responsibilities by the American Occupational Therapy Association, hereinafter the Guidelines, to enhance supervision and supervisors shall be instructed to refer to the Guidelines for proper supervision of students.
5. To further insure that it provides protection of consumers and opportunities for appropriate role modeling of occupational practice supervision should be direct and gradually decrease to less direct supervision as appropriate for the setting, severity of the client's condition, and the ability of the student. Supervisors shall refer to the Guidelines to ensure proper implementation of this provision.
6. The Facility reserves the right to remove any student or faculty member who

endangers patient health, welfare, or safety or disrupts the operations of the Facility. The Facility shall make reasonable efforts to notify the College in advance of such removal. In addition, the Facility shall have the right to remove a student whose health status is a detriment to the students' successful completion of his or her assignment in the Clinical Training Program.

7. The facility shall maintain a copy of each student's medical records in a file separate and apart from the student's educational records.

C. Responsibilities of the Students:

1. All students shall be responsible for providing the necessary and appropriate uniforms required by, but not provided by the Facility and at no cost to the Facility.
2. All students shall provide their own transportation and living arrangements.
3. All students shall report to the Facility on time.
4. All students shall conform to the standards and practices established by the College while training in the Facility.
5. All students shall obtain prior written approval of the Facility and the College before publishing any material relating to the Clinical Training Program directly or indirectly.
6. All students shall be responsible for complying with all pertinent rules and regulations, policies, and procedures established by the Facility, as they may be amended from time to time. The Facility agrees to share all rules and regulations, policies and procedures with the College and to obtain written acknowledgement from each student confirming review of such rules, regulations, and policies and procedures.

D. General Information:

1. The College shall provide each student with general instruction in the infection control procedures used in the Facility's settings, including a review of the OSHA blood borne pathogens regulations. The Facility agrees that, as part of each student's orientation to

- the Facility's rules, regulations, policies, and procedures, it shall instruct the student on its infection control procedures, including the OSHA Blood borne pathogens regulations, as they have been implemented by the Facility.
2. It is agreed by both parties that at no time will they discriminate against any employee, applicant, patient, or students because of race, color, creed, sex, national origin, age, disability, marital status, sexual preference, or veteran status.
 3. No student referred to the Facility under this Agreement shall in any way be considered an employee or agent of the Facility or the College, nor shall any student be entitled to any fringe benefits, worker's compensation, disability benefits, or other rights normally afforded to employees of the Facility or the College. The parties shall be independent contractors with respect to each other.
 4. The College shall pay the County a quarterly clinical site fee in the amount of \$1,875.00, paid at the end of each quarter.

E. Term of Agreement:

The term of this Agreement shall be for the period commencing April 27, 2016 through April 26, 2017, with three (3), remaining twelve (12) - month renewal options. It is the sole discretion of the Facility (Bergen County) to exercise an option. At any time during this agreement, either party may give thirty (30) days prior written notice of its intention to terminate the Agreement to the other party in accordance with the notice provision set forth in Section F. of this Agreement. However, less notice will be required if it is determined by the Facility that continuation of the Agreement will be detrimental to quality patient care.

F. Miscellaneous:

1. Neither this Agreement nor any obligation or right hereunder may be assigned to any third party without the prior written consent of the other party. Any purported assignment without such consent shall be null and void.
2. All notices required or permitted under this Agreement shall be in writing and be deemed to have been properly given if delivered by personal delivery or by certified

or registered mail, return receipt requested to the parties at the addresses listed below or to such other address as the parties shall designate by written notice to the party hereunder.

To the College:

Joyce Marchione-Traina, MBA, JD
Eastwick College
10 South Franklin Turnpike
Ramsey, New Jersey 07446

To the Facility:

Jane C. Linter, Director
Bergen County Department of Human Services
One Bergen County Plaza, 2nd Floor
Hackensack, NJ 07601

3. This agreement shall be governed and construed in accordance with the laws and in the courts of the State of New Jersey and its venue shall be any court of appropriate jurisdiction located in New Jersey.
4. This Agreement constitutes the entire agreement between the parties and supersedes any and all private agreements, written or oral. No modification of or amendment to the Agreement shall be effective or binding on either party unless in writing and signed by both parties. The parties also agree and acknowledge, as this is a negotiated agreement, the rule of construction that any ambiguities be construed against the drafting parties shall not apply. The section headings as to the contents of particular sections are inserted only for convenience and are not construed as part of the Agreement.
5. Nothing contained in this Agreement is intended to create any third party beneficiary rights nor shall an employment relationship be construed as a result of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused the agreement to be executed by their duly authorized representatives or officers, the day and year first above written.

Witness/Attest:

("Facility")

BY: James J. Tedesco III or Dr. Dominic J. Novelli

TITLE: County Executive or County Administrator

DATED: _____

EASTWICK COLLEGE
("The College")

BY: Joyce Marchione-Traina

TITLE: Vice President for Academic Affairs

DATED: _____



2015
BERGEN COUNTY BOARD OF CHOSEN FREEHOLDERS
RESOLUTION

| MEMBERS | AYE | NAY | ABSTAIN | ABSENT |
|--------------------|-----|-----|---------|--------|
| DeNicola | | | | |
| Felice | | | | |
| Ganz | | | | |
| Sullivan | | | | |
| Tanelli | | | | |
| Zar | | | | |
| Chairwoman Voss | | | | |
| TOTALS | | | | |

Resolution No.

556-15

Date:

June 3, 2015

Page

1 of 11

Department/
Division:

Human Services/Planning and Contract
Administration

Purpose:

Authorize Agreement with Eastwick
College

Account No.

Contract No.

Dollar Amount:

\$7,500.00 (Amount to be reimbursed to
the County)

Prepared By:

JCL/nfc/ac

Offered by:
Seconded by:
Approved by:

Ganz
JCL
JCL

NFC
Jane C. Lenter

Certified as a true copy of a Resolution adopted by the Board of Chosen Freeholders
on above date at the Regular Meeting by:

Lisa Sciancalepore, Clerk, Board of Chosen Freeholders, Bergen County, New Jersey

WHEREAS, Eastwick College, 10 South Franklin Turnpike, Ramsey, NJ 07446, has an
education program for students in Occupational Therapy; and

WHEREAS, Eastwick College, 10 South Franklin Turnpike, Ramsey, NJ 07446 desires to
affiliate with the County of Bergen, Department of Human Services, for the purpose of providing
a clinical training program for students in their Occupational Therapy program; and

WHEREAS, the County of Bergen, Department of Human Services has the capacity to provide
Level I fieldwork experiences for students in the Eastwick College Occupational Therapy

program, and

WHEREAS, Eastwick College, 10 South Franklin Turnpike, Ramsey, NJ 07446, will assume and maintain full responsibility for the planning and execution of the educational program in occupational therapy, as per the Affiliation Agreement attached; and

WHEREAS, Eastwick College shall pay a quarterly clinical site fee to the County of Bergen, Department of Human Services, in the amount of \$1,875.00 per quarter, for a total of \$7,500.00 per year. Now, therefore, be it

RESOLVED, upon the recommendation of Jane C. Linter, Director of the Department of Human Services, that the County of Bergen is hereby authorized to enter into an Affiliation Agreement with Eastwick College, 10 South Franklin Turnpike, Ramsey, NJ 07446, for the period April 27, 2015 to April 26, 2016, with four (4) twelve (12) month renewal options at the sole discretion of the County, for the provision of Level I fieldwork experiences for students in the Eastwick College Occupational Therapy program, as per the attached Affiliation Agreement; and be it further

RESOLVED, that the County Executive or County Administrator is hereby authorized to execute said Affiliation Agreement, in a form to be approved by County Counsel.

**AFFILIATION AGREEMENT
BETWEEN
BERGEN COUNTY DEPARTMENT OF HUMAN SERVICES
AND
EASTWICK COLLEGE**

This agreement is effective the 17th day of March 2015 and is by and between Eastwick College, having its principal business address at 10 South Franklin Turnpike, Ramsey, New Jersey (hereinafter "the College") and Bergen County Department of Human Services as agent for facilities on attached Schedule A (hereinafter individually and collectively referred to as "the Facility"),

WHEREAS, Eastwick College has an education program for students in Occupational Therapy (hereinafter "the Program"); and

WHEREAS, the Facility has the resources to provide clinical training to students in basic occupational therapy procedures; and

WHEREAS, the Facility and the College desire to affiliate for the purpose of providing a clinical training program (hereinafter the "Clinical Training Program") at the Facility for students in the College's Program;

NOW, THEREFORE, the parties agree as follows:

A. Responsibilities of the College:

1. Assume and maintain full responsibility for the planning and execution of the educational program in occupational therapy, including programming, administration, curriculum content, faculty appointments, faculty administration, and the requirements for promotion and graduation of students.
2. The College shall designate a faculty member who shall serve as the "Academic Fieldwork Coordinator," to coordinate the Clinical Training Program with the Facility. Both parties shall mutually agree upon the Clinical Training Program.
3. The College shall coordinate with the Facility to establish a schedule of

student assignments, and the number of students eligible to participate in the Clinical Training Program. Both parties shall agree on the dates, hours, and duration of the assignment.

4. The Academic Fieldwork Coordinator shall assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.
5. The College shall coordinate with the Facility the performance of an annual joint evaluation to determine if the participation of the occupational therapy students meets the standards of patient care of the Facility, as well as the educational objectives of the College.
6. The College and its students are responsible for complying with all pertinent rules and regulations, policies and procedures established by the Facility, as they may be amended from time to time.
7. The College and its students are required to maintain patient confidentiality as required by all federal, state and other applicable laws and regulations, including but not limited to: the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Section 2; the New Jersey AIDS Reporting and Confidentiality Law, N.J.S.A. 26-SC-5 et seq.; New Jersey Public Health Law; and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the HIPAA Privacy Standards.
8. The College and its students are required to maintain such records as may be required by the Facility to comply with federal and state law and regulations, and with required third-party payers and regulatory authorities, including, but not limited to Medicare, Medicaid, the Comptroller General of the United States and the Department of Health and Human Services. The responsibilities to prepare and maintain such records and reports will survive termination of

the Facility and must be maintained and retained on the Facility's premises. The College and its students shall also be required to maintain and retain all records and reports pertinent to the students' clinical experience. These records shall be made available to the Facility upon request.

9. The College on behalf of each assigned student shall provide the Facility with the following:

- A. Evidence determined by a physical examination that each student is in good general health and free from a health impairment that is of potential risk to a patient or which might interfere with the performance of his or her duties. The evidence also includes passing a drug test, and being free from any other condition that would interfere with the student's ability to satisfy the requirements of this Agreement and/or potentially create risks to his or her own health, and the health and safety of the Facility, its patients, staff, visitors, and other affiliates.
- B. Evidence that each student has received: (1) vaccination for rubella consistent with good medical practice, or a rubella screening blood test with documentation of its results, including serologic evidence of immunity (all seronegative female students of child-bearing age shall provide documentation that they were informed regarding the potential adverse effects of rubella during pregnancy); (2) vaccination for measles (rubeola) or evidence of immunity to measles for those students born in 1957 or later, and (3) PPD (Mantoux) skin test for tuberculosis prior to participation in the Clinical Training Program and no less than every year thereafter for students with negative chest x-rays. All students who are seronegative and unvaccinated shall be clinically restricted in the event of a rubella or rubeola outbreak in the Facility.
- C. The Academic Fieldwork Coordinator shall maintain a current list of all students who are seronegative and unvaccinated and provide such list to the Facility upon request.
- D. Prior to commencement of any assignment in the Clinical Training Program, the Facility shall receive evidence that the student has received the vaccination against hepatitis B, proof of immunity to hepatitis B, or a signed declination form indicating that the student has declined to be vaccinated against hepatitis B.
- E. Criminal Background checks are completed by the College and can be supplied to the clinical site as requested.

10. The College shall obtain and maintain at its own expense during the term of this Agreement, and any renewal hereof, a comprehensive liability policy

including general and professional liability. The policy must insure the College against any and all claims for personal and bodily injury or death and property damage resulting from the performance of services by the College, its employees, staff and agents, and all students participating in the Clinical Training Program and/or the presence of students or other College personnel on the Facility's premises. Such insurance shall be in the amount of no less than \$1,000,000 per incident and an annual aggregate of \$3,000,000. Such insurance is to be written by a carrier licensed in New Jersey and rated at least an "A" by A.M. Best Company. The College is also responsible for any deductible or retention under these policies. The College, upon execution of this Agreement and anytime upon request, shall furnish the Facility with evidence that it has complied with the above requirements for liability coverage. The Facility shall be listed as an additional insured on all liability insurance policies of the College.

11. The College agrees to indemnify and to hold harmless the Facility, its officers, directors, trustees, agents, employees, assignees, affiliates, representatives, joint-ventures, successor corporation(s) and health care personnel, directly or indirectly involved in any way in the Clinical Training Program from any and all liabilities, claims, actions, suits, settlements, judgments, costs, damages and liabilities including medical claims or expenses and attorney's fees, resulting from, arising out of or which might arise or otherwise be asserted or connected with the operation or conduct of the Clinical Training Program including, but not limited to negligence involving the death or injury of a patient. The College also agrees to indemnify and hold the Facility harmless for its failure to comply with any of the obligations or representations in the Agreement, including but not limited to a failure to maintain insurance as required in the

B. Responsibilities of the Facility

1. The Facility will provide orientation for the faculty and students.
2. For Level I fieldwork experiences, The Facility shall provide qualified supervisors that may include, but are not limited to, currently licensed or otherwise regulated occupational therapists and occupational therapy assistants, psychologists, physician assistants, teachers, social workers, nurses, and physical therapists.
3. The Facility will provide a minimum of one fieldwork educator for every 10 students participating in fieldwork Level I.
4. Each supervisor shall receive a copy of the Guidelines for Supervision, Roles, and Responsibilities by the American Occupational Therapy Association, hereinafter the Guidelines, to enhance supervision and supervisors shall be instructed to refer to the Guidelines for proper supervision of students.
5. To further insure that it provides protection of consumers and opportunities for appropriate role modeling of occupational practice supervision should be direct and gradually decrease to less direct supervision as appropriate for the setting, severity of the client's condition, and the ability of the student. Supervisors shall refer to the Guidelines to ensure proper implementation of this provision.
6. The Facility reserves the right to remove any student or faculty member who endangers patient health, welfare, or safety or disrupts the operations of the Facility. The Facility shall make reasonable efforts to notify the College in advance of such removal. In addition, the Facility shall have the right to remove a student whose health status is a detriment to the students' successful completion of his or her assignment in the Clinical Training Program.
7. The facility shall maintain a copy of each student's medical records in a file separate and apart from the student's educational records.

C. Responsibilities of the Students:

1. All students shall be responsible for providing the necessary and appropriate uniforms required by, but not provided by the Facility and at no cost to the Facility.
2. All students shall provide their own transportation and living arrangements.
3. All students shall report to the Facility on time.
4. All students shall conform to the standards and practices established by the College while training in the Facility.
5. All students shall obtain prior written approval of the Facility and the College before publishing any material relating to the Clinical Training Program directly or indirectly.
6. All students shall be responsible for complying with all pertinent rules and regulations, policies, and procedures established by the Facility, as they may be amended from time to time. The Facility agrees to share all rules and regulations, policies and procedures with the College and to obtain written acknowledgement from each student confirming review of such rules, regulations, and policies and procedures.

D. General Information:

1. The College shall provide each student with general instruction in the infection control procedures used in the Facility's settings, including a review of the OSHA blood borne pathogens regulations. The Facility agrees that, as part of each student's orientation to the Facility's rules, regulations, policies, and procedures, it shall instruct the student on its infection control procedures, including the OSHA Blood borne pathogens regulations, as they have been implemented by the Facility.
2. It is agreed by both parties that at no time will they discriminate against any employee, applicant, patient, or students because of race, color, creed, sex, national

3. No student referred to the Facility under this Agreement shall in any way be considered an employee or agent of the Facility or the College, nor shall any student be entitled to any fringe benefits, worker's compensation, disability benefits, or other rights normally afforded to employees of the Facility or the College. The parties shall be independent contractors with respect to each other.
4. Eastwick College shall pay a clinical site fee quarterly in the amount of \$1,875.00 for taking our Occupational Therapy Assistant students at various locations/sites paid at the end of each quarter.

E. Term of Agreement:

The term of this Agreement shall be for the period April 27, 2015 to April 26, 2016 with four (4) twelve (12) month renewal options. It is the sole discretion of the Facility (Bergen County) to exercise an option. At any time during this agreement, either party may give thirty (30) days prior written notice of its intention to terminate the Agreement to the other party in accordance with the notice provision set forth in Section F. of this Agreement. However, less notice will be required if it is determined by the Facility that continuation of the Agreement will be detrimental to quality patient care.

F. Miscellaneous:

1. Neither this Agreement nor any obligation or right hereunder may be assigned to any third party without the prior written consent of the other party. Any purported assignment without such consent shall be null and void.
2. All notices required or permitted under this Agreement shall be in writing and be deemed to have been properly given if delivered by personal delivery or by certified or registered mail, return receipt requested to the parties at the addresses listed below or to such other address as the parties shall designate by written notice to the party hereunder

To the College:

Kimberly Meany, BS, COTA
Eastwick College
10 South Franklin Turnpike
Ramsey, New Jersey 07446

To the Facility:

Jane C. Linter, Director
Bergen County Department of Human Services
One Bergen County Plaza, 2nd Floor
Hackensack, NJ 07601

3. This agreement shall be governed and construed in accordance with the laws and in the courts of the State of New Jersey and its venue shall be any court of appropriate jurisdiction located in New Jersey.
4. This Agreement constitutes the entire agreement between the parties and supersedes any and all private agreements, written or oral. No modification of or amendment to the Agreement shall be effective or binding on either party unless in writing and signed by both parties. The parties also agree and acknowledge, as this is a negotiated agreement, the rule of construction that any ambiguities be construed against the drafting parties shall not apply. The section headings as to the contents of particular sections are inserted only for convenience and are not construed as part of the Agreement.
5. Nothing contained in this Agreement is intended to create any third party beneficiary rights nor shall an employment relationship be construed as a result of this Agreement.

**END OF DOCUMENT
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF the parties hereto have caused the agreement to be executed by their duly authorized representatives or officers, the day and year first above written.

Witness/Attest:

("Facility")

BY: _____

TITLE: _____

DATED: _____

EASTWICK COLLEGE
(The College")

BY: _____

TITLE: AFWC

DATED: 3/17/15

Kumig BS, GOT4