



‘B1’

SCHOOL OF NURSING
Education Affiliation Agreement

This Education Affiliation Agreement (“**Agreement**”) is made as of this 17th day of February, 2022 by and between Lacey Township Board of Education (“**Agency**”) with its principal address at 200 Western Blvd., Lanoka Harbor, NJ 08734 and **Felician University**, a New Jersey institution of higher education, with an address at 262 South Main Street, Lodi, New Jersey 07644 (“**University**”).

WHEREAS, Agency and the University wish to form a relationship to provide educational experiences for one or more nursing students enrolled at the University (“**Students**”); and

WHEREAS, Agency is willing to allow Students access to its premises under the terms and conditions referred to herein in furtherance of Students’ education in the Nursing program of the University (“**Program**”); and

WHEREAS, it is agreed by the aforesaid parties to be of mutual interest and advantage for selected Students to be provided quality educational experiences at the Agency.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows.

1. Purposes of Agreement.

- a. The purpose of this Agreement is to enable the University and the Students to meet their federal, state and other obligations with regard to the following University programs
 - Doctorate of Nursing Practice Degree
 - Master of Science in Nursing Degree (Advanced Practice, Nursing Administration)
 - Post Masters Advanced Practice Certificate Program; Post Masters Certificate in Nursing Administration
 - Prelicensure
 - RN-BSN Fast Track

2. Obligations and Rights of the University.

- a. Prior to the start of each academic term (i.e., fall, spring and summer terms) during the term of this Agreement, the University shall provide a written request to Agency for the number of Students that wish to utilize the Agency. The University shall endeavor to provide the Agency with the names of Students and dates of educational experiences prior to the Students’ arrival as specified by the Agency.
- b. University faculty shall be directly responsible for the educational program in clinical nursing while using the facilities of the Agency.
- c. University shall provide written clinical/program objectives to the nurse administrator or designee prior to the beginning of the affiliation.

- d. For the prelicensure program there is a faculty to student ratio of at least one faculty member for every 10 students providing direct patient care. If the clinical experience is observational* only in nature, a faculty member is not required to provide direct supervision.
*An observational experience is defined as a clinical experience in which the student will not be delivering direct patient care to any patient under the Agency's care.
 - e. RN students in possession of a current RN license shall not be required to have an on-site Faculty supervisor, provided, however, that each Student shall be assigned to a preceptor.
 - f. The University shall provide the Agency with documentation that nursing faculty and students who are Registered Nurses hold current RN licenses and are licensed in the state in which they are completing their observational experience.
 - g. University shall apprise the nursing faculty and students that they shall comply with all Agency rules and regulations while they are present on the Agency premises.
 - h. University shall direct faculty and nursing students to conform to the uniform policy of the Agency.
 - i. The students assigned for clinical experience will receive no compensation.
 - j. University shall require that each Instructor and Student meets the health requirements of both the University and the Agency prior to the first day of clinical and will provide the necessary documentation upon request.
 - k. University agrees to notify the Agency if they or any of their faculty, students, or agents are sanctioned by or otherwise excluded from participation in any federally funded plan or program.
 - l. University shall provide documentation to the Agency that a criminal background check has been performed on faculty and students as required by the Agency.
 - m. University shall have such other rights and obligations as are set forth in **Schedule 2.m.** attached hereto and incorporated herein by this reference.
3. Obligations and Rights of the Agency.
- a. Agency shall provide an orientation for the Students and/or the University's faculty so as to acquaint the Students with the policies and procedures of Agency that each Student will be required to follow.
 - b. Agency shall, at all times and in all situations, maintain the ultimate responsibility and authority regarding patient care.
 - c. Agency shall make available emergency health care to students and faculty in the event of illness, accident or other event requiring such treatment during the time spent at the Agency. The school shall be promptly notified of any such occurrence. In no event shall the Hospital be responsible for a greater amount or degree of care or assistance than it would reasonably provide for its paid employees. The student or faculty member shall be responsible for ensuring reimbursement to the Agency for care. University shall not act as a guarantor nor be liable to Agency for such services.
 - d. Agency will provide the physical facilities and learning opportunities necessary for the educational experience and will provide the University with facility information as required by the University to maintain program accreditation.
 - e. Agency shall permit students and faculty the use of the Agency cafeteria at their own expense.
 - f. Agency will inform the University immediately when a Student is not performing

satisfactorily or is demonstrating behavior that is disruptive or detrimental to the Agency.

- g. If the Agency determines, after diligent inquiry:
 - i. that a student, in Agency's reasonable opinion, is detrimental or disruptive to the performance of Agency's activities, Agency shall provide the University with written notice proposing withdrawal or suspension of such Student's privileges participating in this program at the Agency, and Agency and the University shall confer in good faith to attempt to resolve the issues with regard to such Student;
 - ii. that a student, in Agency's good faith opinion, poses an imminent danger to the welfare of any patient or employee, Agency may remove the Student, and, as soon as practicable, provide written notice to the University.
 - h. Agency shall have the right to request removal of any faculty member if, in Agency's reasonable opinion, such faculty member is a danger to Agency's staff or patients.
 - i. Agency shall have such other rights and obligations as are set forth in **Schedule 3.i.** attached hereto and incorporated herein by this reference.
4. Mutual Obligations.
- a. Patient assignments for pre-licensure students shall be made jointly with input from the University nursing faculty and the nurse manager or charge nurse of the assigned clinical area of the Agency.
 - b. The University and the Agency participate in a joint annual evaluation of the effectiveness of the clinical experience with input from students.
 - c. Neither party shall use discriminatory practices in assignment, acceptance and evaluation of the Student. Students shall have equal opportunity without regard to race, color, creed, religion, national origin, gender, age, disability, and marital status. Both parties will, in the performance of this Agreement, comply with all applicable laws, rules, regulations and orders regarding equal employment opportunity, immigration, nondiscrimination, including the Americans with Disabilities Act and Affirmative Action.
 - d. The parties shall have such other rights and obligations as are set forth in **Schedule 4.d.** attached hereto and incorporate herein by this reference.
5. Insurance.
- a. Agency shall maintain professional and general liability insurance for its officers and employees in the minimum amount of One Million dollars (\$1,000,000) per occurrence and Three Million dollars (\$3,000,000) aggregate with respect to any liability arising out of their participation in the program. The Agency represents that it requires its independent contractors to maintain adequate levels of insurance to cover their acts or omissions which may impact this agreement.
 - b. The University shall provide the Agency with documentation that nursing faculty and students are covered by comprehensive liability insurance.
 - c. The University shall provide the Agency with evidence that students and nursing faculty carry professional liability insurance in the amount of One Million dollars (\$1,000,000) per occurrence and Six Million Dollars (\$6,000,000) aggregate.
6. Indemnification.
- a. University shall indemnify, defend, and hold harmless the Agency, and each of its subsidiaries, affiliates, trustees, officers and employees (including reasonable attorneys'

fees and all costs of investigation, settlement, legal defense and associate expenses) from any and all liabilities, claims, damages, suits and/or costs arising out of or resulting from University's material breach of this Agreement.

- b. Agency shall indemnify, defend, and hold harmless the University, and each of its subsidiaries, affiliates, trustees, officers and employees (including reasonable attorneys' fees and all costs of investigation, a settlement, legal defense and associated expenses) from any and all liabilities, claims, damages, suits and /or costs arising out of or resulting from (i) Agency's material breach of this Agreement, or (ii) the products or services provided by Agency, or any acts or omissions of Agency, its agents, representatives, physicians, staff or employees.

7. Term and Termination.

- a. The initial term of this Agreement shall begin on 02/18/2022, and continue for an initial term of three (3) years (the "**Initial Term**"). After the Initial Term, this agreement will automatically renew for one-year terms unless otherwise terminated as provided herein. The Initial Term and all renewals thereof shall be defined as the "**Term**".
- b. This Agreement may be terminated with or without cause by either party by giving one hundred and twenty (120) days written notice to the other.
- c. Notwithstanding subsections a. and b., this Agreement may be terminated immediately for "Cause", upon written notice by the non-offending party (i) in the event of a material breach of this Agreement with breach continues after written notice by the non-offending party, and 20 days to cure; (ii) in the event either party becomes insolvent, files or has filed against it a bankruptcy petition; or (iii) in the event a party or a member of their respective staff fail to perform their duties hereunder causing imminent danger to patients or materially and adversely affecting the licensure or accreditation status of Agency or University.
- d. Regardless of whether the Agreement is terminated with or without Cause, the parties agree that Students who are currently in a rotation at Affiliate shall be allowed to complete that rotation under the terms and conditions of this Agreement without interruption. For purposes of this section, a "rotation" shall mean current course placement.

8. Confidentiality.

- a. Both parties shall maintain the confidentiality of Student records and performance. The parties shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies; accrediting agencies, as same may be modified and amended from time to time including applicable requirements of the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"); the standards of the Joint Commission and administrative and medical record policies and guidelines established and approved by the Agency which shall be made available to the students.
- b. Agency shall comply with the Family Educational Rights and Privacy Act (FERPA). Without limiting the generality of the foregoing, Agency shall not disclose to any third party any information about a Student or information from the Student's educational records without the Student's consent.

9. Independent Contractors. The parties shall be independent contractors and nothing in this

Agreement shall be construed to make either of the parties or any of their employees, an employee of the other party. No party shall exercise any control over the manner or means by which any other party or its employees perform services under this Agreement. In no event shall the parties be deemed to be a partnership or joint venture with each other. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

10. Notice. Changes in policies or procedures which may affect this agreement, on behalf of either the Agency or the University shall be communicated in writing to the appropriate administrator of the Agency and/or the University. No modification of this Agreement will have any force or effect unless such modification is in writing, signed by both parties, and referencing the specific sections of this agreement and/or addendum to be modified.
11. Additional Terms and Conditions. The parties hereby agree to such other terms and conditions as are set forth in **Schedule 11**, attached hereto and incorporated herein by this reference.
12. Miscellaneous.
 - a. Governing Law; Venue. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey, without giving effect to principles of conflicts of laws. The venue of any action related to this Agreement shall be exclusively in the State or Federal courts with jurisdiction in the State of New Jersey.
 - b. Waiver. The failure of either party to insist upon strict performance of any term of this Agreement shall not be deemed a waiver of any rights or remedies that it may have for any subsequent breach, default or nonperformance and either party's rights and remedies shall not be affected by any previous waiver or course of dealing.
 - c. Enforceability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement. This Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of it.
 - d. Entire Agreement. The Agreement set forth in this document is the entire agreement between the parties with respect to the subject matter. All prior and collateral understandings, agreements, and promises with respect to the same subject matter are merged into this Agreement and may not be modified, waived, or extended unless in writing signed by the party sought to be bound.
 - e. Execution of Agreement. This Agreement may be executed in counterpart signature pages, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart signature page or such counterpart.
 - f. Attorneys' Fees and Expenses. The parties shall each bear their own attorneys' fees and costs incurred in all proceedings and negotiations prior to the date hereof and in the preparation of this Agreement. If any action at law or in equity is necessary to enforce or interpret the rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and disbursements in addition to any other relief to which he/it may be entitled.
 - g. Further Assurances. After the date hereof, each party will cooperate in good faith with the other parties and will take all appropriate action and execute any documents,

instruments or conveyances of any kind which may be reasonably necessary or advisable to carry out any of the transactions contemplated hereunder.

- h. Preparation of Agreement. The terms and provisions of this Agreement were arrived at after arms' length negotiations and, therefore, for the purposes of construing this Agreement, each party shall be deemed to have participated and cooperated equally in the drafting and preparation of this Agreement. Hence, the proposition that an ambiguity shall be construed against the drafter shall not apply against any party.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

UNIVERSITY:

AGENCY:

FELICIAN UNIVERSITY

By: _____

By: _____

Print Name: Christine C. Mihal

Print Name: Patrick S. DeGeorge

Title: Dean, School of Nursing and
Professor

Title: Business Administrator/Board Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/10/2022

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).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 707 State Road Princeton NJ 08542		CONTACT NAME: PHONE (A/C, No, Ext): 609-924-5000		FAX (A/C, No): 609-924-8367
		E-MAIL ADDRESS:		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: New Jersey Schools Insurance Group (NJSIG)		
		INSURER B:		
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

INSURED
 Lacey Township School District
 200 Western Boulevard
 Lanoka Harbor NJ 08734

LACETOW-01

COVERAGES

CERTIFICATE NUMBER: 378832252

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 INSD	SUBR 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: PROF LIABILITY			P554AM	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 31,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 31,000,000 GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ 31,000,000 PROFESSIONAL LIAB. \$ 31,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance for student participation is school nursing program through June 30, 2022.

CERTIFICATE HOLDER

CANCELLATION

Felician University
 262 South Main Street
 Lodi, NJ 07644

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

Hatmya A. Brennan

© 1988-2015 ACORD CORPORATION. All rights reserved.