



SETON HALL UNIVERSITY

SCHOOL OF HEALTH AND MEDICAL SCIENCES

AFFILIATION AGREEMENT

This Affiliation Agreement ("Agreement") is made on this 2nd day of September 2025, between Seton Hall University ("UNIVERSITY"), located at 400 South Orange Avenue, South Orange, New Jersey 07079 and Union County Educational Services Commission ("CLINICAL FACILITY"), located at 45 Cardinal Drive, Westfield, NJ 07090.

WHEREAS, UNIVERSITY, through its School of Health and Medical Sciences, located at 123 Metro Boulevard, Nutley, New Jersey 07110, and CLINICAL FACILITY desire to maintain and improve their standards of health care delivery and education by participating in a Clinical Education Program and/or a Healthcare Administration Education Program ("Program"); and

WHEREAS, it is in the mutual interest of the parties to enter into this Agreement in order to provide students with the opportunity and benefit of receiving clinical training in the field(s) of athletic training, occupational therapy, physical therapy, physician assistant, speech-language pathology and/or training in the field of healthcare administration; and

WHEREAS, both parties are mutually desirous of cooperating in the manner set forth in this Agreement;

NOW, THEREFORE:

I. Term and Termination. The term of this Agreement shall be from September 2, 2025 to September 1, 2030 and may be renewed in writing. Notwithstanding anything herein to the contrary, either party may terminate this Agreement prior to the end of the term if (a) the other party has breached any of its obligations under this Agreement and failed to remedy said breach within thirty (30) days of written notice thereof or (b) upon ninety (90) days' written notice if either party determines that it is no longer interested in participating in the Program, provided that no such action shall affect any student's participation in a Program then being conducted and with respect to such participation, the terms of this Agreement shall continue in full force and effect.

II. All matters of material concern to CLINICAL FACILITY and UNIVERSITY in connection with the Program shall be discussed by the parties as the need to do so arises. In resolving any matter, the parties hereto recognize that, in the performance of this Agreement, the greatest benefits will be derived by promoting the interests of both parties and each party, therefore, enters into this Agreement with the intention of cooperating with the other in carrying out the terms of this Agreement; and each party agrees to interpret its provisions, insofar as it may legally do so, in such manner that will best promote the interests of both and render the highest services to the public.

III. All notices to the parties hereunder must be in writing, signed by the party giving it, and shall be served either personally or by certified mail, return receipt requested, addressed as follows:

UNIVERSITY Representative

Vikram N. Dayalu, Ph.D., CCC-SLP  
Interim Dean  
School of Health and Medical Sciences  
Seton Hall University  
123 Metro Blvd.  
Nutley, NJ 07110

CLINICAL FACILITY Representative

Barbara Jones  
Human Resources Manager  
Union County Educational Services Commission  
45 Cardinal Drive  
Westfield, NJ 07090

or to such other address as may be hereinafter designated by addendum hereto. All notices are effective three (3) days after being placed in the United States mail, properly stamped and addressed, by the party giving such notice.

IV. This Agreement is to be evaluated and reviewed by both parties and revisions will be made as they are deemed necessary. Any revisions shall be in writing, signed and dated by both parties, and attached to and made a part of the Agreement.

V. PROGRAM RESPONSIBILITIES

A. JOINT RESPONSIBILITIES

1. Both parties to this Agreement will cooperate in providing the student an appropriate learning opportunity and in maintaining good patient care. In the case of students of healthcare administration, it is understood that there will be no involvement in patient care. The roles and responsibilities of the students in the Healthcare Administration Program may include, but not be limited to: quality management projects, program assessment evaluation, data analytics and interpretation, population health strategy implementation, process mapping and health policy development and impact. UNIVERSITY instructors and CLINICAL FACILITY personnel may meet periodically to review student progress and the Program in general.

2. The parties to this Agreement hereby agree that they shall not discriminate on the basis of race, religion, creed, color, national origin, ancestry, age, marital status, veteran's status, affectional or sexual orientation, gender, pregnancy, disability, domestic partnership or civil union status, gender identity or expression, genetic information or membership in any other group protected by state or federal law.

3. It is mutually agreed that the number of students participating in the Program at CLINICAL FACILITY will be arranged jointly, with due consideration given to the number of students and the clinical resources available.

4. Both parties to this Agreement will communicate to the students the responsibilities of each participant in the Program, i.e., UNIVERSITY, student and CLINICAL FACILITY.

5. It is mutually agreed and understood that nothing in this Agreement implies an employee/employer or joint venture relationship, partnership or agency between UNIVERSITY and CLINICAL FACILITY or between

students and UNIVERSITY instructors and CLINICAL FACILITY. The parties shall be that of independent contractors with respect to each other.

#### 6. Indemnification.

a. UNIVERSITY agrees to defend, indemnify and hold harmless CLINICAL FACILITY, its directors, trustees, officers, employees and agents from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of UNIVERSITY, its Regents, Trustees, officers, employees, students or agents in connection with their responsibilities under this Agreement.

b. CLINICAL FACILITY agrees to defend, indemnify and hold harmless UNIVERSITY, its Regents, Trustees, officers, employees, students and agents from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury or property damage to the extent arising out of conditions existing at CLINICAL FACILITY and/or the negligent acts or omissions of CLINICAL FACILITY, its directors, trustees, officers, employees or agents in connection with their responsibilities at CLINICAL FACILITY, including without limitation, their supervisory responsibilities under this Agreement. If UNIVERSITY incurs any expenses, including but not limited to attorneys' fees, in connection with enforcing CLINICAL FACILITY's obligation to defend, indemnify and/or hold UNIVERSITY, including its students, harmless, CLINICAL FACILITY agrees to reimburse UNIVERSITY for any and all such expenses.

c. Each party agrees that it shall give the other party prompt written notice of any claim, threatened or made, or suit instituted against it which could result in a claim for indemnification above.

d. Both parties agree that in the event that indemnification is sought under this provision, the party seeking indemnification shall furnish the indemnifying party, upon request, all information and assistance available to the indemnified party for defense against any such claim, suit, or demand.

7. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Jersey.

#### B. UNIVERSITY RESPONSIBILITIES

1. UNIVERSITY will assign to CLINICAL FACILITY students who possess a satisfactory record and who have met the minimum requirements established by UNIVERSITY for the Program. UNIVERSITY will advise its instructors and students that they are required to adhere to the policies and procedures of CLINICAL FACILITY in the areas of conduct, confidentiality of patient records, patient privacy and dignity, dress policy and parking restrictions.

2. UNIVERSITY will maintain general responsibility for didactic instruction, academic evaluation and related academic matters in connection with student participation in the Program. UNIVERSITY will be responsible for administrative functions related to the student experience, such as records of assignment, attendance and proficiency.

3. Where necessary and appropriate for the Program, and/or required for accreditation purposes, UNIVERSITY will provide sufficient numbers of qualified instructors, subject to the approval of CLINICAL FACILITY.

4. Subject to FERPA, where required for accreditation purposes or upon CLINICAL FACILITY'S request and if deemed appropriate by UNIVERSITY, UNIVERSITY will provide to CLINICAL FACILITY information relevant to the student's participation in the Program, including but not limited to, previous clinical experience and special interests. Additionally, UNIVERSITY will advise the staff in each CLINICAL FACILITY of the objectives for the students' clinical practice and overall plan for the experience.

5. UNIVERSITY will offer to CLINICAL FACILITY staff the opportunity to attend workshops and clinical education seminars relative to the Program that UNIVERSITY may from time to time conduct.

6. Throughout the term of this Agreement, UNIVERSITY agrees to provide and maintain general liability insurance coverage in at least the amounts of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate, per year, and licensed professional liability insurance coverage for each student and instructor participating in the required curricular activities of the Program at CLINICAL FACILITY in at least the amounts of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate, per year. UNIVERSITY shall provide CLINICAL FACILITY with evidence of such coverage upon request. UNIVERSITY shall require students to obtain and maintain their own personal health insurance.

7. At the option of UNIVERSITY, CLINICAL FACILITY personnel providing Program instruction may be appointed to the faculty of the School of Health and Medical Sciences. All appointments shall be made in accordance with the School of Health and Medical Sciences Appointment and Promotions Committee guidelines and shall be governed by applicable UNIVERSITY bylaws, policies, procedures and guidelines.

### C. CLINICAL FACILITY RESPONSIBILITIES

1. CLINICAL FACILITY agrees to provide to UNIVERSITY a current list, subject to UNIVERSITY approval, of all CLINICAL FACILITY personnel who will participate in the students' education Program. All CLINICAL FACILITY personnel providing Program instruction must be appropriately certified, licensed or registered as required by law, regulation and/or accreditation standards.

2. Throughout the term of this Agreement, CLINICAL FACILITY agrees to provide and maintain general liability insurance coverage in at least the amounts of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate, per year, and licensed professional liability insurance coverage for its employees, staff and volunteers participating in the Program in at least the amounts of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate, per year.. In addition, CLINICAL FACILITY shall comply with any and all requirements under applicable workers compensation laws with respect to coverage for CLINICAL FACILITY employees in connection with their activities under this Agreement. CLINICAL FACILITY shall provide UNIVERSITY with evidence of such coverage upon request. CLINICAL FACILITY further agrees to include and list UNIVERSITY as an additional insured and shall not cancel said policies of insurance without providing UNIVERSITY thirty (30) days advance written notice thereof. The insurance coverage provided to UNIVERSITY as an additional insured shall be primary and non-contributory.

3. CLINICAL FACILITY personnel shall provide clinical direction, or, in the case of healthcare administration students, provide administrative direction, and supervision to the students participating in the Program. CLINICAL FACILITY personnel are responsible for all patient care and all decisions regarding patient care, including the extent of participation of the student in assisting with or observing patient care. In the event of a difference of opinion concerning the care of a patient, the decision of CLINICAL FACILITY personnel shall

prevail and control all parties involved. CLINICAL FACILITY will provide a work environment as necessary to meet requirements established by state regulatory boards.

4. COVID-19. If any student is to provide in person care to a patient/client who is known by CLINICAL FACILITY to have tested positive for COVID-19 or has been designated to be quarantined for COVID-19 symptoms, CLINICAL FACILITY shall so inform the student. Notwithstanding anything to the contrary, if a student will provide in-person care to a patient/client who is known by CLINICAL FACILITY to have tested positive for COVID-19 or has been designated to be quarantined for COVID-19 symptoms, CLINICAL FACILITY shall ensure that the student is equipped with all requisite supplies, including all required personal protective equipment ("PPE"), and that the student has completed all COVID-19 training related to, but not limited to, proper use and disinfection of such PPE and COVID-19 infection prevention and control measures, in accordance with state and federal laws and regulations, Executive Orders and CDC and OSHA Guidance.

4. CLINICAL FACILITY shall provide to students all rules and regulations of CLINICAL FACILITY and the applicable CLINICAL FACILITY department. CLINICAL FACILITY will provide an orientation program for UNIVERSITY instructors and students so that all participants will be familiar with CLINICAL FACILITY premises and its policies, procedures, standards, rules and regulations.

5. It is the responsibility of CLINICAL FACILITY to provide and maintain a safe environment for students and UNIVERSITY instructors and to establish procedures by which students or UNIVERSITY instructors may report inappropriate actions occurring at CLINICAL FACILITY, including but not limited to, claims of discrimination, sexual harassment, sexual misconduct, retaliation and/or whistleblowing. CLINICAL FACILITY shall take prompt and effective steps to investigate, eliminate and prevent both recurrence of any inappropriate actions and any retaliation against anyone involved in the review of any such claims. CLINICAL FACILITY shall keep UNIVERSITY apprised of its investigation and findings so that UNIVERSITY may evaluate the actions taken in order to determine UNIVERSITY'S course of action.

6. Objections of Conscience and/or Religion. CLINICAL FACILITY shall not require any student or UNIVERSITY instructor to participate in, or observe, any procedure which is contrary to his or her conscience and/or religion, including but not limited to the Ethical and Religious Directives for Catholic Health Care Services, and such student or UNIVERSITY instructor shall not be sanctioned or otherwise penalized as a result.

7. CLINICAL FACILITY will provide all requisite records and reports required by UNIVERSITY for conducting the Program, including evaluations of student performance. Since CLINICAL FACILITY will be receiving and/or creating student education records, including evaluations, CLINICAL FACILITY agrees to comply with the following data security section:

a. Protection of Confidential Data: CLINICAL FACILITY agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 CFR § 99.33 (a)(2) ) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees and agents of a party that receives education record information from UNIVERSITY may use the information, but only for the purposes for which the disclosure was made.

b. Definition: "Covered data and information" ("CDI") includes paper and electronic student education record information supplied by UNIVERSITY, as well as any information provided by UNIVERSITY'S students to CLINICAL FACILITY.

c. Acknowledgment of Access to CDI: CLINICAL FACILITY acknowledges that this Agreement allows CLINICAL FACILITY access to CDI.

d. Prohibition on Unauthorized Use or Disclosure of CDI: CLINICAL FACILITY agrees to hold CDI in strict confidence. CLINICAL FACILITY shall not use or disclose CDI received from or on behalf of UNIVERSITY or its students except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by UNIVERSITY. CLINICAL FACILITY agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.

e. Maintenance of the Security of Electronic Information: CLINICAL FACILITY shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of, UNIVERSITY or its students. These measures will be extended by contract to all subcontractors used by CLINICAL FACILITY.

f. Return or Destruction of CDI: Upon termination, cancellation, expiration or other conclusion of this Agreement, CLINICAL FACILITY shall return all CDI to UNIVERSITY or, if return is not feasible, destroy any and all CDI. If CLINICAL FACILITY destroys the information, CLINICAL FACILITY shall provide UNIVERSITY with a certificate confirming the date of destruction of the data.

g. Reporting of Unauthorized Disclosures or Misuse of CDI: CLINICAL FACILITY shall, within one (1) day of discovery, report to UNIVERSITY any use or disclosure of CDI not authorized either by this Agreement or in writing by UNIVERSITY. CLINICAL FACILITY's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what CLINICAL FACILITY has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action CLINICAL FACILITY has taken or shall take to prevent future similar unauthorized use or disclosure. CLINICAL FACILITY shall provide such other information, including a written report, as reasonably requested by UNIVERSITY.

h. Remedies: If UNIVERSITY reasonably determines in good faith that CLINICAL FACILITY has materially breached any of its obligations under this section, UNIVERSITY, in its sole discretion, shall have the right to require CLINICAL FACILITY to submit to a plan of monitoring and reporting; provide CLINICAL FACILITY with fifteen (15) days to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, UNIVERSITY shall provide written notice to CLINICAL FACILITY describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that CLINICAL FACILITY improperly disclosed personally identifiable information obtained from UNIVERSITY's education records, UNIVERSITY may not allow CLINICAL FACILITY access to education records for at least five (5) years.

i. Indemnity: CLINICAL FACILITY shall defend and hold UNIVERSITY harmless from all claims, liabilities, damages, or judgments involving a third party, including UNIVERSITY's costs and attorney fees, which arise as a result of CLINICAL FACILITY's failure to meet any of its obligations under this data security section.

7. In addition to its responsibilities under Paragraph V.C.6, CLINICAL FACILITY will:

a. Advise UNIVERSITY of any deficit noted in the ability of an assigned student to progress toward achievement of the stated objectives of the Program, and

b. Notify UNIVERSITY immediately of any circumstance or problem which threatens a student's successful completion of the Program.

8. The CLINICAL FACILITY reserves the right to reject and/or terminate a student for the following reasons:

a. Continued participation of a student jeopardizes patient care, or

b. The student fails to abide by CLINICAL FACILITY standards, policies, procedures, health requirements, rules and/or regulations, all of which shall be communicated to the student at orientation as set forth in V.C.4 above.

9. CLINICAL FACILITY Representation and Warranty. CLINICAL FACILITY represents and warrants to UNIVERSITY that CLINICAL FACILITY and its members, directors, officers, employees and agents (collectively "Personnel") (i) are not listed on the General Services Administration's Excluded Parties List System ("GSA List"), and (ii) are not suspended or excluded from participation in any federal health care programs, as defined under 42 U.S.C. § 1320a-7b(f), or any form of state Medicaid program (collectively, "Government Payor Programs"), and to CLINICAL FACILITY'S knowledge, there are no pending or threatened governmental investigations that may lead to suspension or exclusion of CLINICAL FACILITY or Personnel from Government Payor Programs or may be cause for listing on the GSA List. CLINICAL FACILITY agrees to notify UNIVERSITY of any suspension or exclusion from Government Payor Programs within three (3) business days of CLINICAL FACILITY'S first learning of it. UNIVERSITY shall have the right to immediately terminate this Agreement upon learning of any such suspension or exclusion.

IN WITNESS WHEREOF, the parties cause this Agreement to be executed by their duly authorized representatives.

SETON HALL UNIVERSITY

By: \_\_\_\_\_

Erik Lillquist, J.D.  
Deputy Provost, Chief AO, &  
Executive Vice President

Dated: \_\_\_\_\_

UNION COUNTY EDUCATIONAL SERVICES  
COMMISSION

By:  \_\_\_\_\_

Name: Carrie Datillo

Title: Superintendent

Dated: \_\_\_\_\_

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