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6

**RESOLUTION OF THE BOARD OF FREEHOLDERS  
COUNTY OF ESSEX**

# 6

**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 SETON HALL UNIVERSITY, COLLEGE OF NURSING**

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

**WHEREAS**, the affiliation agreement will serve as a practicum site for nursing students; and

**WHEREAS**, the Board of Chosen Freeholders 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 Chosen Freeholders:

1. That the two (2) year affiliation agreement with Seton Hall University, College of Nursing 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 Seton Hall University, College of Nursing Attn: Marie Foley, Dean, 400 South Orange Avenue, South Orange, New Jersey 07079 and one (1) copy to Frank J. Del Gaudio Director, Division of Hospital Center.

Approved as to form and legality Courtney Accardi Date 1/5/16

ESSEX COUNTY COUNSEL

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

Moved By Freeholder \_\_\_\_\_

Second by Freeholder \_\_\_\_\_

| Freeholder | Yes | No | N.V. | ABS | Freeholder        | Yes | No | N.V. | ABS |
|------------|-----|----|------|-----|-------------------|-----|----|------|-----|
| Bobadilla  |     |    |      |     | Richardson        |     |    |      |     |
| Gill, V.P. |     |    |      |     | Sebold            |     |    |      |     |
| Johnson    |     |    |      |     | Timberlake, Pres. |     |    |      |     |
| Jones      |     |    |      |     | Toro              |     |    |      |     |
| Luciano    |     |    |      |     |                   |     |    |      |     |

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

Is Publication Required ( ) Yes ( ) No

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

\_\_\_\_\_  
Britnee N. Timberlake, President

Seton Hall University

jf 12/29/15

RECEIVED  
CLERK OF THE BOARD  
2016 JAN - 8 PM 12: 24  
ESSEX COUNTY  
BOARD OF  
CHOSEN FREEHOLDERS

January 13, 2016  
Meeting Back-up  
Documentation  
For Resolution #6



COUNTY OF ESSEX

DECISION MEMORANDUM

JOSEPH N. DI VINCENZO, JR.

BOARD AGENDA ITEM

COUNTY EXECUTIVE  
RALPH J. CIALLELLA  
COUNTY ADMINISTRATOR

HEALTH AND REHABILITATION  
DEPARTMENT: \_\_\_\_\_  
DIVISION: \_\_\_\_\_  
HOSPITAL CENTER

To: Ralph J. Ciallella, County Administrator  
FROM: Frank DelGaudio, Director, Department of Health and Rehabilitation **FJD**  
DATE: December 14, 2015  
SUBJ: **AFFILIATION AGREEMENT WITH SETON HALL UNIVERSITY COLLEGE OF NURSING**

### INTRODUCTION

Seton Hall University College of Nursing is seeking renew their affiliation agreement with the Essex County Hospital Center as a training site for nursing students. This two (2) year agreement will commence from the date of signing and approval from the Board of Chosen Freeholders. Nursing 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: Marie Foley, Dean, Seton Hall University College of Nursing, 400 South Orange Ave, South Orange, NJ 07079.

### REASONS FOR RECOMMENDATION

1. Clinical affiliation is beneficial to our patients and to the Nursing students of Seton Hall University.
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.

NL:204Grove:DM:2015:Seton  
Hall - RN -12-15

15 DEC 29 PM 2:35



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
12/11/2015

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 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><br>Aon Risk Services Northeast, Inc.<br>Morristown NJ office<br>44 Whippany Road, Suite 220<br>Morristown NJ 07960 USA           | <b>CONTACT NAME:</b><br>PHONE (866) 283-7122 FAX (800) 363-0105<br>(A/C. No. Ext): (A/C. No.):<br><b>E-MAIL ADDRESS:</b> |               |
|  | <b>INSURER(S) AFFORDING COVERAGE</b>   | <b>NAIC #</b> |
| <b>INSURED</b><br>Seton Hall University<br>Attn: Lori Brown, Esq.<br>Compliance Director<br>400 South Orange Avenue<br>South Orange NJ 07079 USA | <b>INSURER A:</b> The Travelers Indemnity Co of America  | 25666         |
|  | <b>INSURER B:</b> United Educators Ins, a Reciprocal RRG   | 10020         |
|  | <b>INSURER C:</b>  |               |
|  | <b>INSURER D:</b>  |               |
|  | <b>INSURER E:</b>  |               |
|  | <b>INSURER F:</b>  |               |

COVERAGES

CERTIFICATE NUMBER:570060413954

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. Limits shown are as requested

Holder Identifier :

| INSR LTR | TYPE OF INSURANCE                   |   | ADDL INSC                | SUBR WVD | POLICY NUMBER            | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                    |             |
|----------|-------------------------------------|---|--------------------------|----------|--------------------------|-------------------------|-------------------------|---|-------------|
| B        | <input checked="" type="checkbox"/> | COMMERCIAL GENERAL LIABILITY                  |                          |          | CGL201500094600          | 07/01/2015              | 07/01/2016              | EACH OCCURRENCE                           | \$1,000,000 |
|          | <input type="checkbox"/>            | CLAIMS-                                       |                          |          |                          |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$1,000,000 |
|          |                                     | <input checked="" type="checkbox"/> MADEOCCUR |                          |          |                          |                         |                         | MED EXP (Any one person)                  | \$5,000     |
|          |                                     |   |                          |          |                          |                         |                         | PERSONAL & ADV INJURY                     | Included    |
|          |                                     |   |                          |          |                          |                         |                         | GENERAL AGGREGATE                         | \$3,000,000 |
|          |                                     |   |                          |          |                          |                         |                         | PRODUCTS - COMP/OP AGG                    | Included    |
|          |                                     | GEN'L AGGREGATE LIMIT APPLIES PER:            |                          |          |                          |                         |                         |   |             |
|          | <input checked="" type="checkbox"/> | POLICY  | <input type="checkbox"/> | PRO-JECT | <input type="checkbox"/> | LOC                     |                         |   |             |
|          |                                     | OTHER:  |                          |          |                          |                         |                         |   |             |
| A        |                                     | AUTOMOBILE LIABILITY                          |                          |          | 810-2514R927             | 07/01/2015              | 07/01/2016              | COMBINED SINGLE LIMIT (Ea accident)       | \$1,000,000 |
|          |                                     |   |                          |          |                          |                         |                         | BODILY INJURY ( Per person)               |             |
|          | <input checked="" type="checkbox"/> | ANY AUTO                                      |                          |          |                          |                         |                         |   |             |

|                          |                 |                          |                 |  |  |  |  |                                |  |
|--------------------------|-----------------|--------------------------|-----------------|--|--|--|--|--------------------------------|--|
| <input type="checkbox"/> | ALL OWNED AUTOS | <input type="checkbox"/> | SCHEDULED AUTOS |  |  |  |  | BODILY INJURY (Per accident)   |  |
| <input type="checkbox"/> | HIRED AUTOS     | <input type="checkbox"/> | NON-OWNED AUTOS |  |  |  |  | PROPERTY DAMAGE (Per accident) |  |
|                          |                 |                          |                 |  |  |  |  |                                |  |

Certificate No : 570060413954

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|   |   |               |   |                       |                   |            |            |                           |                          |             |
|---|---|---------------|---|-----------------------|-------------------|------------|------------|---------------------------|--------------------------|-------------|
| B | X   | UMBRELLA LIAB | X | OCCUR                 | GLX201500094600   | 07/01/2015 | 07/01/2016 | EACH OCCURRENCE           | \$10,000,000             |             |
|   |   | EXCESS LIAB   |   | CLAIMS-MADE           |                   |            |            | AGGREGATE                 | \$10,000,000             |             |
|   |   | DED           | X | RETENTION \$1,000,000 |                   |            |            |                           |                          |             |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   |               |   |                       | YDTCHUB2315R92615 | 07/01/2015 | 07/01/2016 | X                         | PER STATUTE              | OTHER       |
|   | Y/N   |               |   |                       |                   |            |            | E.L. EACH ACCIDENT        | \$1,000,000              |             |
|   | ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below |               |   |                       |                   |            |            | N                         | E.L. DISEASE-EA EMPLOYEE | \$1,000,000 |
|   | N/A   |               |   |                       |                   |            |            | E.L. DISEASE-POLICY LIMIT | \$1,000,000              |             |

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

|  |  |  |  |
|--|--|--|--|
| CERTIFICATE HOLDER   |  | CANCELLATION   |  |
| Essex County Hospital Center<br>204 Grove Ave.<br>Cedar Grove NJ 07009 USA |  | 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<br><i>Aon Risk Services Northeast, Inc.</i>  |  |

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**STUDENT AFFILIATION  
AGREEMENT  
BETWEEN  
SETON HALL UNIVERSITY- NURSING AND  
ESSEX COUNTY**

Agreement, effective on the date of execution by both parties , by and between **Seton Hall University** (the "School") located at 400 South Orange Ave., South Orange, NJ, 07079, 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 last signature by a party. 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 provide instructors for the teaching program and assure that all instructors possess a current, valid license to practice Nursing in the State of New Jersey and 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 and to maintain a student to instructor ratio not to exceed 10 to 1.
- 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. Both students/faculty shall sign a certification indicating that they have received and reviewed the rules, regulations and policies.
- 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. Current CPR Certification.

The above, along with a student roster, must be supplied to the Director of Patient Care Services 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. **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 its facilities at no expense.
- g. To comply with the attached data security addendum insofar as ECHC will be receiving and/or creating student education records.

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.

The County's General Liability Program, administered by the Office of the County Administrator and the Office of County Counsel, provides protection for risks or liabilities arising from personal injury, including bodily injury and property damage, in addition to employment practices liability and public official's liability. Special events, volunteer programs, police officers liability, employee benefit liability, workers' compensation, and automobile liability programs fall under its auspices as well.

The County's excess liability insurance program, underwritten by Star Insurance Company, Policy #CP0641990, overlays a \$400,000.00 per occurrence self-insured retention limit. Excess limits are as follows: \$7,000,000 each occurrence; \$14,000,000 annual aggregate.

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. **LIABILITY**

The School agrees to protect, indemnify, and hold harmless Essex County Hospital Center, and its respective officers, trustees and employees from and against any and all claims, causes of action, damages and judgments (including, but not limited to, such on behalf of a patient or that patient's agent or family) which may be imposed upon, incurred, or brought against Essex County Hospital Center 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 their responsibilities under 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 Essex County Hospital Center. The County/ECHC agree to be responsible for their own actions and those of its officers, employees and agents.

8. **REGULATORY REQUIREMENTS**

Both parties agree to meet and fulfill all applicable standards as outlined by JCAHO, DHSS, DMHS, 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, domestic partnership or civil union status, gender identity or expression or genetic information, 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 that 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 DelGaudio, Acting Hospital Director  
Essex County Hospital Center  
204 Grove Avenue  
Cedar Grove, NJ 07009

As to: Seton Hall University  
College of Nursing  
Marie Foley, Dean  
400 South Orange Avenue  
South Orange, New Jersey 07079

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

**SETON HALL UNIVERSITY**

By: Stephen A. Graham 12-2-2015  
Stephen A. Graham, VP of Finance & CFO Date

**ESSEX COUNTY HOSPITAL CENTER**

By: Bolivar Pascual 12/11/2015  
Bolivar Pascual, MD, Medical Director Date

**ESSEX COUNTY**

By: Ralph J. Ciallella APPROVED AS TO FORM  
Ralph J. Ciallella ESSEX COUNTY COUNSEL  
Joseph N. DiVincenzo, Essex County Executive Date

Attested:

\_\_\_\_\_  
Deborah Davis Ford Date  
Clerk of the Board of Essex County Board of Chosen Freeholders

**Data Security Addendum to Affiliation Agreement (“Agreement”)**

**Between**

**Seton Hall University (“School”)**

**And**

**Essex County Hospital Center (“EHC”)**

**And**

**The County of Essex New Jersey (“County”)**

**1. Protection of Confidential Data**

EHC and County 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 (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 the School may use the information, but only for the purposes for which the disclosure was made.

**2. Definition: Covered data and information (CDI)** includes paper and electronic student education record information: 1) supplied by the School and/or the School’s students to the EHC and County or 2) created by the EHC and County in connection with the Agreement between the parties.

**3. Acknowledgment of Access to CDI:** EHC AND COUNTY acknowledges that the Agreement allows the EHC and County access to CDI.

**4. Prohibition on Unauthorized Use or Disclosure of CDI:** EHC and County agrees to hold CDI in strict confidence. EHC and County shall not use or disclose CDI that it creates or is received from or on behalf of the School (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by the School. EHC AND COUNTY agrees not to use CDI for any purpose other than the purpose for which the disclosure or creation was made.

**5. Return of CDI:** Upon termination, cancellation, expiration or other conclusion of the Agreement, EHC and County shall return all CDI to the School or, if the CDI was provided by a student, EHC and County shall return the CDI to the student.

**6. Maintenance of the Security of Electronic Information:** EHC AND COUNTY 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 the School or its students, or created by EHC and County. These measures will be extended by contract to all subcontractors used by EHC and County and shall survive the termination or expiration of this Agreement.


**7. Remedies:** If the School reasonably determines in good faith that ECHC and county has materially breached any of its obligations under this Addendum, the School, in its sole discretion, shall have the right to terminate the Agreement immediately if cure is not possible.

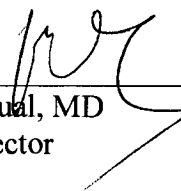
**8. Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information:** ECHC and county shall, within one day of discovery, report to the School any use or disclosure of CDI not authorized by this Agreement or in writing by the School. ECHC and county's report shall identify: (i) the 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 ECHC and county has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action ECHC and county has taken or shall take to prevent future similar unauthorized use or disclosure. ECHC and county shall provide such other information, including a written report, as reasonably requested by the School.

**9. Indemnity:** Notwithstanding anything to the contrary in the Agreement or this Addendum, ECHC and county shall defend and hold the School harmless from all claims, liabilities, damages, or judgments involving a third party, including the School's costs and attorney fees, which arise as a result of ECHC and county's failure to meet any of its obligations under this Addendum.

Seton Hall University

Essex County Hospital Center

By:   
Stephen Graham  
Vice President for Finance and CFO

By:   
Bolivar Pascual, MD  
Medical Director