



FORDHAM UNIVERSITY
THE JESUIT UNIVERSITY OF NEW YORK

Affiliation Agreement

Fordham University, Graduate School of Social Service

And

Hudson County Community College

AGREEMENT made as of the 14th day of May 2025 by and between FORDHAM UNIVERSITY GRADUATE SCHOOL OF SOCIAL SERVICE (hereinafter “the University”) a not-for-profit educational corporation, organized and existing under and by virtue of the laws of the State of New York, having offices at 113 West 60th Street, New York, New York 10023 and Hudson County Community College (hereinafter the “Institution”), a corporation organized and existing under and by virtue of the laws of the State of New Jersey, with offices located at 70 Sip Avenue, Jersey City, NJ 07306 and 4800 JFK Blvd., Union City, NJ 07087.

WITNESSETH:

WHEREAS, the University and the Institution desire to cooperate with respect to the education of Social Work students; and

WHEREAS, the University desires to afford to its Social Work students clinical experience; and

WHEREAS, the Institution is willing to make its facilities available for the purpose of providing such clinical experience to such Social Work students.

NOW, THEREFORE, in consideration of the promises and the mutual covenants herein
4937-8579-4375, v. 1

contained, the parties hereto agree as follows:

1. The University shall work cooperatively with the Institution to design an appropriate learning experience for the students in the Masters in Social Work program (hereinafter “the Program:”) and in order that the Program does not interfere with the normal operation of the Institution.

2. The University shall assign students in the Program to the Institution for clinical instruction and experience. Prior to the student’s arrival at the Institution, the University shall provide the Institution with background material on the student to aid in student placement. The number of students as well as the schedule of their assignments and

dates of beginning shall be mutually arranged by the University and the Institution prior to the date of such beginning.

3. The University shall have complete control of and be responsible for all phases of the administration of the Program in the University, the curriculum content, faculty appointments, faculty administration and the requirements for matriculation, promotion and graduation.

4. The University through its faculty advisor shall be responsible for the official grading of its students. The grade will be based primarily upon the recommendation of the Institution's field instructor.

5. The University shall provide each new field instructor with a Field Instruction Manual to familiarize him/her with the goals and expectations of the Program and to explain his/her duties. The University shall also provide a Field Instruction Calendar which will be updated each academic year listing official University holidays and recesses.

6. The University shall provide orientation to the Program to the Institution's staff if so requested by the Institution.

7. The University, through the faculty advisors, area coordinators, and Directors of the Field Instruction Department, will provide ongoing consultation to the Institution relating to the student's placement.

8. Students are expected to be in Field Work two hundred and twenty-five (225) hours per semester, four hundred and fifty (450) hours for the academic year if they are in Generalist Year or Specialist Year. Students who have Advanced Standing status (Student has a BSW degree) are expected to complete five hundred (500) hours for the academic year. Students should spend no more than seven (7) hours per week in supervision, record keeping, and staff development.

9. Students are not expected to be in Field Work during designated official school recess periods. When a holiday falls on a field instruction day the student will observe the policies of the Institution. Three (3) days per academic year due to illness can be excused without make-up time. Additional absences must be discussed with the faculty advisor to ascertain appropriate make-up time.

10. Information provided in confidence by the Institution or by the University shall be kept confidential by all parties to the extent permitted by law. This includes, but is not limited to, confidentiality of records, evaluations, critiques, case files and materials, or student projects. No professional papers or disclosures concerning either party may be submitted without the mutual written consent of the parties. Nothing set forth herein shall bar disclosure of any information to the extent required by applicable law, including, without limitation, New Jersey's Open Public Records Act or other right-to-know laws, judicial process, or order or requirement of any judicial or governmental authority.

11. The University shall withdraw any student or students from any clinical areas of the Institution upon notice to the University that such student or students are unacceptable to the Institution for reasons of health, performance, or other reasonable cause as permitted by applicable laws and regulations. Notwithstanding same, Institution shall have the right to require the removal of any student or students from any clinical areas of the Institution.

12. The Institution shall make its facilities available to the University to the extent that the Institution deems possible in order to assist the University in carrying out its educational objectives, giving due consideration to the normal operation of the Institution, the educational needs of the University and students in other educational programs at the Institution.

13. The Institution will provide the University, students and faculty advisors with copies

of any rules, regulations, policies and procedures with which it expects said individuals to comply. Students and faculty shall be required to comply with all of Institution's rules, regulations, policies and procedures. The Institution agrees to provide in-service education to students or faculty members participating in the Program as such may be required by applicable laws and regulations.

The Institution will provide orientation to its facilities for the University faculty and students, if requested to do so by the University.

14. The Institution shall supply qualified field instructors for the supervision and instruction of students assigned to the Institution. Seminar in Field Instruction is required for anyone assuming the role of field instructor for the first time. This Seminar is twelve two-hour sessions. Once completed in any of the New York City area graduate schools, there is reciprocity and it need not be repeated.

15. No compensation of any kind shall be paid by the University to the field instructor. At no time will the field instructor be deemed a member of the University's faculty nor will the field instructor be deemed a servant, employee, or agent of the University. The field instructor will be a member of the Institution's staff for whom the Institution will retain responsibility.

16. The field instructor shall set aside at minimum one hour per week for individual conferences with the student under his/her supervision.

17. The field instructor shall be required to submit in writing an evaluation each semester on the dates and in the form specified by the University of each student under his/her supervision.

18. The Institution shall not be required to supply uniforms, lodging, meals, or anything of value to the University, the students, or any University employee involved in the

Program, except to make available to the student, at minimum, a desk, access to a telephone, and appropriate facilities for the provision of services to the Institution's clients. Supplies, clerical services, and transportation costs relating to the Institution's provision of services will be provided by the Institution.

19. Field placement is an integral part of the student's academic program. Students in field placement shall at no time be deemed servants, agents or employees of the University or Institution, nor shall they be entitled to any fringe benefits, workers' compensation, New York State or New Jersey State disability or other rights normally afforded to employees.

20. The University shall indemnify and hold the Institution harmless from any and all Third -party suits, claims, liabilities and losses attributable to any negligent act or omission of the University, its students, employees, supervisors, faculty, agents and representatives. Likewise, the Institution shall indemnify and hold the University harmless from any and all third-party suits, claims, liabilities and losses attributable to any negligent act or omission of the Institution. The University and Institution will provide notice of claim to the other upon receipt. The University or Institution shall have full charge of the defense of any such claim, demand, or suit against them and the University and the Institution shall cooperate fully with each other in such defenses. The University and Institution, however, shall have the right to engage counsel of its own, at its own expense, who

may participate in the Defense of any such action. Each party shall furnish to the other certificates of insurance evidencing proof of applicable liability coverage.

21. The University shall maintain during the term of this Agreement a liability insurance policy that covers claims alleging negligent acts of students which may have caused bodily injury or personal injury, including but not limited to such claims that relate to improper advice or consultation in connection with students' field placement under this Agreement.

Said policy shall have an applicable limit of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate. The University shall maintain during the term of this Agreement general liability insurance with an applicable limit of One Million Dollars (\$1,000,000) combined single limit. The general liability policy shall be endorsed to name Hudson County Community College as an additional insured. The University shall furnish the Institution with a certificate of insurance evidencing proof of such liability coverage.

22. Prior to beginning fieldwork placement, the University shall inform students of any special requirements of the Institution, including but not limited to, applicable physical examination, COVID-19 testing, test and immunization requirements. Students subject to said applicable physical examination and test requirements who are not employees of the Institution shall obtain at their own cost and provide the Institution with proof of the following:

(a) a complete physical examination, and recorded medical history within the past year, of sufficient scope to ensure that the student is free from any health impairment which is of potential risk to patients, or which might interfere with performance of his/her duties,

including the habituation or addiction to depressants, stimulants, narcotics, alcohol or other drugs or substances which may alter the individual's behavior; and

(b) any and all immunizations and tests required by the Institution, including COVID-19 testing as well as Hepatitis B vaccination if such student's assignment in the Institution may cause reasonably anticipated contact with blood or other potentially infectious materials.

23. The University shall inform the students that the Institution requires all students who have duties at the Institution which have potential for occupational exposure to blood borne pathogens either: (a) to undergo a Hepatitis B vaccination series at their own expense; or (b) to complete an OSHA declination form if they choose not to be vaccinated. Proof of Hepatitis B vaccination or declination shall be furnished to the Institution by said students prior to the performance of their rotation at the Institution. The Institution shall provide infection control training on blood borne pathogens to any student whose duties may cause them to have occupational exposure to blood borne pathogens. The Institution shall also provide to such students a copy of the Institution's written Exposure Control Plan.

24. Students shall be responsible for securing their own medical care and accident insurance or shall be eligible dependents of another person's policies while participating in this Program.

25. The parties hereto mutually agree that at no time will they discriminate against any employee, applicant, patient, or student enrolled in their respective programs because

of race, color, religion, national origin, marital status, veteran status, age, sex, disability or handicap of qualified persons, within the meaning of, and subject to the conditions of applicable Federal and State law.

26. Notwithstanding any other provision in this Agreement, the Institution remains responsible for (a) ensuring that any services provided pursuant to this Agreement comply with all pertinent provisions of federal, state and local statutes, rules and regulations; (b) planning, coordinating and ensuring the quality of all services provided; and, (c) ensuring adherence to the plan of care established for clients of the Institution.

27. This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns.

28. Any notices, requires, and demands thereunder shall be in writing and shall be sent certified mail, return receipt request; if to the University to:

Fordham University

Graduate School of Social Service

113 West 60th Street

New York, New York 10023-7479

Attn.: Debra M. McPhee, Dean

if to the Institution to:

Hudson County Community College

70 Sip Avenue

Jersey City, NJ 07306

Attn.: Katherine Morales and Doreen Pontius

or to such other addresses or by such other means as the parties may mutually designate by written notice.

29. This Agreement contains the entire Agreement between the parties hereto with the respect to the matter contained herein and may not be changed, modified or terminated orally.

30. This Agreement shall be for an initial term commencing on the day and year first above written and terminating on August 31, 2026. Thereafter, this Agreement shall be automatically renewed on a year-to-year basis without further notice by either party unless a written notice of termination shall have been sent by either party to the other sixty (60) days prior to the end of the initial term or prior to the end of any renewal term.

31. This Agreement shall be governed and construed in accordance with New Jersey law without regard to choice of law rules or provisions. All disputes between the parties shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey venued in Hudson County, New Jersey.

IN WITNESS WHEREOF, the parties have duly signed this Agreement on the day and year appearing opposite their respective signatures.

FORDHAM UNIVERSITY

DATE: 6/16/2025

By:

DocuSigned by:
Linda White Ryan
D08FFC18A628407...

Linda White-Ryan, Ph.D.,LCSW, RN

Associate Dean of Academic Affairs

Agency: _____

DATE: _____ By: _____

(print name and title)

INTERNSHIP PROGRAM AGREEMENT

between

the NEW JERSEY DIVISION OF CRIMINAL JUSTICE

and

SCHOOL NAME

This Internship Program Agreement (“Agreement”) is made and entered into this _____ day of _____ 202__, by and between _____ (the “School/College/University”), having its principal office located at _____ and the New Jersey Division of Criminal Justice (“the Division”), having its principal office at 25 Market Street, P.O. Box 085, Trenton, New Jersey 08625-0085 (collectively, the “Parties”)

WHEREAS, the Division is a State Agency established under the Criminal Justice Act of 1970;

WHEREAS, pursuant to N.J.S.A. 52:17B-101, the Division is empowered with “[a]ll the functions, powers, and duties of the Attorney General relating or pertaining to the enforcement and prosecution of the criminal business of the State and of any county of the State . . .”; and

WHEREAS, the Division has various responsibilities including: (1) initiating and conducting complex criminal investigations and prosecutions, which may involve cross-jurisdictional crimes and joint investigations with federal or local law enforcement agencies; (2) oversight of the 21 County Prosecutors' Offices in New Jersey; (3) conducting training programs for all law enforcement; and (4) appellate practice; and

WHEREAS, the School/College/University considers it beneficial for students to have first-hand experience in their field of study; and

WHEREAS, the Division desires to provide a practical learning experience at its facilities or office for students enrolled in the School/College/University to promote education in the area of criminal justice and the School/College/University desires to make students available to the Division for this purpose; and

WHEREAS, the Parties agree that the students at the Division will, at all times, be unpaid interns without salary, benefits, or compensation from the Division; and

NOW THEREFORE, in consideration of the mutual covenants, terms, conditions, promises, and obligations contained herein, which the parties acknowledge to be good and sufficient consideration to support this Agreement and bind and obligate the parties hereto, the parties hereto agree as follows:

1. **PREAMBLES.** The preambles of this Agreement are incorporated into this Agreement as though set forth herein verbatim.
2. **RESPONSIBILITIES OF SCHOOL/COLLEGE/UNIVERSITY.**
 - (a) Administering the internship program at School/College/University by providing current information to both students and the Division to assist in facilitation of internship placements with the Division.

- (b) Reviewing and evaluating the proposed objectives of each individual student as they relate to the internship position description supplied by the Division.
- (c) Providing each student that will participate in an internship with the Division (the "Intern") with the Terms and Conditions of Internship attached hereto as Exhibit A. The Terms and Conditions of Internship are incorporated into this Agreement as though set forth herein verbatim. The School/College/University agrees to conduct itself and its internship program in a manner consistent with the Terms and Conditions of Internship, attached hereto as Exhibit A.
- (d) Providing the Division with a signed copy of the Terms and Conditions of Internship attached hereto as Exhibit A for each Intern at least seven (7) days prior to the start of the Intern's respective internship period.
- (e) Providing the Division with copies of all of the School/College/University's required forms which the Division may need to complete with respect to the internship at least fourteen (14) days prior to their due date, which do not address issues contained herein.
- (f) Promptly addressing Division's concerns or problems related to the administration of the internship program as a whole, or of an individual Intern.
- (g) The School/College/University has sole responsibility for the teaching and grading of the Intern(s). Requests for site visits by School/College/University personnel to observe the Intern's progress shall be made to the Division's Internship Program Coordinator. The School/College/University understands that, at Division's sole discretion, Intern(s) may be limited to a digital/online-only presence during their internship with the Division, with no onsite presence at the Division's premises.
- (h) The School/College/University shall instruct all Interns to provide Division, through the Human Resources Office, with evidence of inclusion in a health and accident insurance program.

3. RESPONSIBILITIES OF THE DIVISION.

- (a) Providing a description(s) of intern responsibilities to be used by the School/College/University's internship coordinator(s) and student(s) to determine appropriateness of the internship.
- (b) Designating an Internship Program Coordinator to serve as liaison for the Intern and School/College/University faculty.
- (c) Providing Interns with practical and/or instructive experiences in criminal justice by assigning them to a Deputy Attorney General, Assistant Attorney General, Detective, or other suitable supervisor, while they participate in the internship program, assigning them projects that increase their understanding of the field. This may include, but is not limited to: research/legal research projects; observation of meetings, events, trainings, and/or court appearances; writing assignments; and/or other law enforcement related activities and events. The Division shall make efforts to provide each Intern with hands-on practical, learning experiences.
- (d) Providing the Interns with adequate information and instruction of safe, effective functioning in the office place, if applicable.
- (e) Abiding by all applicable State and Federal laws, rules, and regulations.
- (f) Agreeing to receive no remuneration for this program.
- (g) The Division has sole authority over the Intern's effects from the assignment and overall operational matters arising from this Agreement and/or the Terms and Conditions of Internship, attached hereto as Exhibit A.
- (h) Upon request of School/College/University, the Division shall assist the School/College/University in the evaluation of each Intern's performance by completing the School/College/University's evaluation form.

4. WITHDRAWAL OF INTERNS.

- (a) The Division may, in its sole discretion, immediately remove any Intern from any of its offices or facilities without cause or process.
- (b) The Division may request the School/College/University to remove an Intern from the Internship Program if their performance is unsatisfactory to the Division. The School/College/University shall immediately comply with such requests.
- (c) The School/College/University may, upon notice to the Division, remove any Intern from the Internship Program without cause or process.

5. INDEPENDENT PARTIES. The Parties hereby acknowledge that the Intern(s) shall, at no time, be considered agents, representatives, or employees of the Division or the State of New Jersey, nor shall the Division or the State of New Jersey, be considered an employer of the Intern(s). Neither this Agreement, nor the Terms and Conditions of Internship, attached hereto as Exhibit A, establish an agency relationship between the Division and the School/College/University, or the Division and the Intern. The Interns will, at all times, be unpaid interns without salary, benefits, or compensation from the Division or Department of Law and Public Safety.

6. CONFIDENTIALITY. The Parties understand that the Division records may be confidential. The Division shall instruct the School/College/University and Intern(s) of the confidential nature of the Division records. The School/College/University shall instruct Interns of the responsibility to safeguard all confidential information which may only be disclosed as provided by law and with the prior written consent of the Division.

7. FERPA. To the extent applicable, the Parties will comply with the provisions of the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, with respect to the confidentiality of student educational records ("educational records"). Pursuant to FERPA, the School/College/University designates the Division as a University official with a legitimate educational interest in the educational records of the participating student(s), to the extent that access to the University's records is required by the Division to carry out the internship program. The School/College/University represents that the Division meets the definition of "University official" as defined by the School's annual FERPA disclosure provided to students. To the extent the Division receives, creates, or maintains student education records, such as, but not limited to, Intern performance evaluations, it shall comply with the applicable provisions of FERPA. The School/College/University will have sole responsibility for maintaining a record of and providing access to Intern evaluation forms and any other educational record provided by the Division. Any request for access to educational records maintained by the Division pursuant to this Agreement will be routed through the School/College/University. The School/College/University will be responsible for complying with student record access and record keeping requirements, as set forth in 20 U.S.C. § 1232g (b)(4)(A).

8. TERM AND TERMINATION. The term of this Agreement shall be for a period of two (2) years, commencing on _____ and ending on _____. Either Party may terminate this Agreement at any time with or without any cause upon giving at least thirty (30) days written notice to the other Party of its intention to terminate the Agreement except as specified in paragraph 4 of this Agreement.

9. **LIABILITY.** Any and all claims or disputes arising from the Intern’s internship shall be governed by the laws of the State of New Jersey. Subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 to 12-3, the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 to -10, and appropriations and the availability of funding, the Division, at its own expense, shall be responsible for, and shall defend itself against, and hereby releases School/College/University from any and all suits, claims, losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the Division, its employees, representatives, agents, independent contractors or invitees, related to this Agreement or the Terms and Conditions of Internship, attached hereto as Exhibit A; School/College/University shall be responsible for, at its own expense, and shall defend itself against, and hereby releases the Division from any and all suits, claims, losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of School/College, its employees, students, representatives, agents, independent contractors or invitees, related to this Agreement or the Terms and Conditions of Internship, attached hereto as Exhibit A.
10. **NO LIABILITY.** The Division shall not be liable or responsible to the School/College/University or the Intern(s) for any breach or alleged breach of this Agreement or the Terms and Conditions of Internship, attached hereto as Exhibit A.
11. **NOTICES.** All notices, demands or communications to any party to this Agreement shall be sent to the addresses set forth below.

If to the Division:

DAG Samantha N. Barnes, Division of Criminal Justice Internship Coordinator
 New Jersey Division of Criminal Justice
 25 Market St., P.O. Box 085
 Trenton, New Jersey 08625-0085
 (609) 376-3373
BarnesS@njdcj.org
 Cc: NJDCJInternship@njdcj.org

If to School/College:

Name: _____

Title: _____

School Name: _____

School Address: _____

Phone Number: _____

12. **DISPUTES.** If there are disagreements or disputes between the Parties concerning this Agreement, the Parties’ agency heads or their duly authorized representatives agree to confer to resolve the disagreement or dispute. A “duly authorized representative” for the purpose of this agreement is defined as a person who has been designated in writing by a Party as having actual authority to sign documents on behalf of the Party.

13. **FUNDING.** This Agreement is not an obligation or commitment of funds, nor a basis for transfer of funds, but rather is a basic statement of the understanding between the Parties of the tasks and methods for performing the tasks described herein. Unless otherwise agreed in writing, each Party shall bear its own costs in relation to this Agreement. Expenditures by each Party will be subject to its budgetary processes and to the availability of funds and resources pursuant to applicable laws, regulations, and policies. The Parties expressly acknowledge that this in no way implies that the State of New Jersey will appropriate funds for such expenditures.
14. **ASSIGNMENT.** Neither this Agreement nor any of the rights, duties, or obligations of the School/College/University hereunder shall be assignable or delegable in whole or part, whether by operation of law or otherwise, by the School/College/University, without the prior written consent of the Division. Any assignment or delegation or attempted assignment or delegation without such consent shall, at the election of the Division, be void and of no force or effect.
15. **AMENDMENTS.** This instrument contains the entire Agreement between the Parties and shall be binding on all successors and assigns of the respective Parties. No amendments, deletions, or additions shall be made to this Agreement except in writing signed by all Parties.
16. **SEVERABILITY.** Nothing in this Agreement or the Terms and Conditions of Internship, attached hereto as Exhibit A, is intended to conflict with applicable State or Federal laws, the Directives or Guidelines of the Attorney General of New Jersey, or Division regulations. If a provision of this Agreement, or of the Terms and Conditions of Internship, is inconsistent with such authority, that term shall be invalid, but the remaining terms and conditions shall remain in full force and effect.
17. **NON-WAIVER.** The failure by either Party to insist on performance of any term or condition or to exercise any right or privilege included in this Agreement or the Terms and Conditions of Internship, attached hereto as Exhibit A, shall not constitute a waiver of same unless explicitly denominated in writing as a waiver and shall not in the future waive any such term or condition or any right or privilege. No waiver by a Party of any breach of any term of this Agreement or the Terms and Conditions of Internship shall constitute a waiver of any subsequent breach or breaches of such term.
18. **SIGNATURES.** Each Party to this Agreement understands and agrees to the terms and conditions of this Agreement as set forth herein. Each of the Parties represents and warrants that its signature to this Agreement is the signature of a person duly authorized to bind that Party and to execute this Agreement on its behalf. The Parties agree that the execution of this Agreement by electronic signature and/or by exchanging PDF signatures will have the same legal force and effect as the exchange of original signatures.
19. **COUNTERPARTS.** This Agreement may be executed in duplicate original counterparts, and all such counterparts shall together constitute but one and the same document.

[This space intentionally left blank; signature page follows].

IN WITNESS WHEREOF, the parties, duly authorized, have executed this Agreement effective the date it is fully executed.

School Name

Dated: _____

By: _____

Name: _____

Title: _____

NEW JERSEY DIVISION OF CRIMINAL JUSTICE

Dated: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

TERMS AND CONDITIONS OF INTERNSHIP

Intern will have the opportunity to participate in training and observation at the New Jersey Division of Criminal Justice (“Division”) in accordance with the Internship Program Agreement (“Agreement”) to which these Terms and Conditions of Internship is attached and made a part thereof by reference. Intern understands and agrees to abide by all requirements, provisions, terms, and conditions of the Agreement and these Terms and Conditions of Internship in consideration for the opportunity to participate in an internship program at the Division.

- 1) Intern understands that they must follow all internship policies and procedures specified by their SCHOOL NAME (the “School/College/University”).
- 2) Intern understands that they must be on the site specified for the internship assignment regularly and punctually pursuant to a schedule negotiated between the Intern and supervisor. However, the intern understands that, at the Division’s sole discretion, they may be limited to a virtual, online-only presence during their internship with the Division, with no on-site presence. The determination that an internship be changed from in-person to virtual can be made at any time, at the Division’s sole discretion.
- 3) Intern understands that the Division retains overall supervisory responsibility for, and authority over, Intern’s effects from the assignment and over all operational matters, and that the Division will maintain administrative and professional supervision of Intern at all times while Intern is present at the Division. If Intern has any questions or concerns regarding the Division’s policies or procedures, the conduct of the internship program, Intern’s duties in the program, or any other issues related to Intern’s presence at the Division, Intern will consult with their Internship Program Coordinator. Intern agrees to collaborate with the Division staff to maintain an environment of quality learning.
- 4) Intern understands that they will not publish or permit others to publish any materials relative to any internship, which materials have not been previously reviewed and approved for publication by both the Division and the School/College/University.
- 5) Intern consents to the release of student educational records (“educational records”), as defined by the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. § 1232g, by the School/College/University to the Division, to the extent that access to the University’s records is required by the Division to carry out the internship program. The student understands that any request for access to educational records created or maintained in connection with the internship program shall be made through the School/College/University.
- 6) Intern understands that their opportunity to participate in an internship at the Division is at the discretion of the School/College/University and at the ultimate discretion of the Division, and that either the School/College/University or the Division may, upon written notice to Intern and to the other party, immediately withdraw Intern at any time from an internship based upon any criminal or fraudulent activity on the part of the Intern, perceived lack of competency on the part of the Intern, Intern’s failure to comply with the rules and policies of the School/College/University or Division, Intern’s failure to comply with the terms and conditions of this Agreement, or for any reason for which either the School/College/University or the Division reasonably believes it is not in the best interest of the program for the Intern to continue. The intern may also be subject to disciplinary action by the School/College/University.

- 7) Intern understands that tasks performed by students are part of a planned and scheduled program of assignment(s) and that absence from an assignment necessitates re-planning and rescheduling of assignment(s) expected of that Intern. Therefore, in case of sickness or other emergency that necessitates the Intern's absence from the assignment, the Division should be notified by telephone or email as early as possible. Interns are subject to the School/College/University's policies regarding class attendance and course withdrawals.
- 8) Intern understands that if it becomes necessary to withdraw from the internship for documented medical or other nonacademic reasons, the Intern should contact their School/College/University and the Division. Students who must withdraw or who leave without prior approval will be subject to the School/College/University's policies regarding course and university withdrawals.
- 9) Intern understands that the Agreement is not to be construed as an employment contract or promise of future employment, but is instead an educational opportunity that inures to the benefit of the intern regardless of whether the intern receives academic credit.
- 10) Intern understands and agrees that any and all claims or disputes arising from their internship shall be governed by the laws of the State of New Jersey and subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 to 12-3, the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 to -10, and appropriations and the availability of funding. The Intern, at their own expense, shall be responsible for, and shall defend themselves against, and hereby releases the Division from any and all suits, claims, losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the Intern, their representatives, agents, independent contractors, or invitees, related to this Agreement.
- 11) Intern understands that, at no time, shall they be considered an agent, representative, or employee of the Division or the State of New Jersey, nor shall the Division or the State of New Jersey be considered an employer of the Intern.
- 12) Intern understands that this Agreement and these Terms and Conditions of Internship do not establish an agency relationship between the Division and the School/College/University, or the Division and the Intern.
- 13) Intern understands that the Division shall not be liable to the Intern or the School/College/University for any breach or alleged breach of this Agreement or these Terms and Conditions of Internship.
- 14) Intern understands that the internship with the Division shall be an unpaid internship.

Signature of Intern

Dated: _____

Printed Name: _____

Statement of Work and Data Sharing Agreement For General Chemistry I Courseware Study

This Statement of Work and Data Sharing Agreement (hereafter “Agreement”) establishes expectations for collaboration and data sharing between Hudson County Community College (“Institution”) and Digital Promise Global (“Digital Promise”) for purposes of collaborating to study teaching and learning in General Chemistry I classes in relation to the implementation of exemplary courseware developed by Arizona State University and Carnegie Mellon University, called REAL Chemistry I. This collaboration shall commence on August 15, 2025 and continue through August 31, 2026.

Institution Responsibilities

Institution agrees to make all reasonable efforts to conduct the activities described in Attachment 1. These include but are not limited to the following.

- Identify and support research participation of the instructor(s) listed in Attachment 2, who are expected to teach one or more face-to-face, blended, or hybrid sections of General Chemistry I during some or all of the following terms: Fall 2025, Spring 2026.
- Support research on the implementation of REAL Chemistry I at the Institution by:
 - Designating a point of contact for the Digital Promise research team.
 - Notifying Digital Promise within 90 days if an instructor designated for research participation will not be teaching, or ceases teaching, General Chemistry I section(s) during the terms agreed to and listed in Attachment 2.
 - Making reasonable efforts to replace any instructor who attrits from the research cohort during the terms agreed to and listed in Attachment 2, with a comparable instructor, thereby maintaining the same number of participating instructors at the institution.
 - Working with representatives from the REAL Chemistry I courseware developer team as necessary to integrate REAL Chemistry I into the institution’s Learning Management System (“LMS”) for use in the section(s) taught by participating instructor(s) at least 2 months in advance of the initial term during which instructor(s) will use the courseware to teach their General Chemistry I course, should the participating instructor(s) choose the LMS integration option of using REAL Chemistry I, rather than the Direct Delivery option, which does not require LMS integration. If Institution determines, in its sole discretion, that the integration into the LMS is not secure or is otherwise not in the best interests of Institution, Institution shall have the right to immediately terminate this Agreement.
 -
- Transmit student-level characteristics and course outcome data (as described in Attachment 4) for students in the section(s) of General Chemistry I taught by participating instructor(s). Neither student-level characteristics or course outcome data shall include any personally identifiable information.

Digital Promise Responsibilities

Digital Promise agrees to make all reasonable efforts to provide the benefits and conduct the research activities described in Attachment 1. These include but are not limited to the following.

- Payment to the Institution to defray costs of pulling institutional records according to the following schedule:

- \$5,000 upon receipt of student-level characteristics and course outcome data (as described in Attachment 4) for students in the section(s) of General Chemistry I taught by participating instructor(s) during Academic Year 2025-2026.
- Payment directly to participating instructors. Payment amount will vary based on whether the instructor is implementing REAL Chemistry I (see Attachment 2).
 - If the instructor is implementing REAL Chemistry I: \$1,250/term.
 - If the instructor is not implementing REAL Chemistry I: \$750/term.
 - In all instances, regardless of whether an instructor is implementing REAL Chemistry I, payment is conditional on the completion of all required data collections as described in Attachment 1.
- Maintain regular communication with participating instructor(s) to provide research support and connections to courseware support.

Data Transfer and Use Agreement

1. Institution shall provide the data set described in Attachment 4 (the “Data”) to Digital Promise for the research purpose set forth in Attachment 1 (the “Project”). Institution shall retain ownership of any rights it may have in the Data, and Digital Promise does not obtain any rights in the Data other than as set forth herein.
2. Student-level data from General Chemistry I course sections participating in the research will be provided by Institution using secure file transfer to Digital Promise’s password-controlled cloud-based Enterprise Box environment. Student-level data will not include any personally identifying information (PII). Upon execution of this Agreement, Digital Promise shall send any specific instructions necessary to complete the transfer of the Data to the Institution’s Institutional Research Office Contact listed in Attachment 2. If Institution determines, in its sole discretion, that the transfer of Data is not secure, or is incompatible with Institutions’ systems, Institution shall have the right to immediately terminate this Agreement.
3. Institution will assist Digital Promise in resolving any questions about the structure of its course data (e.g., variables, code lists, etc.). Data files will be revised and resent if errors are found by Digital Promise.
4. Digital Promise shall not use the Data transmitted by Institution except for purposes of the research authorized under this Agreement. The Data will be used solely by Digital Promise researchers and agents (“Recipient Personnel”), which may include consultants working under contract to Digital Promise.
5. Except as authorized under this Agreement or otherwise required by law, Digital Promise agrees to retain control over the Data and shall not disclose, release, sell, rent, lease, loan, or otherwise grant access to the Data to any third party without the prior written consent of Institution.
6. Digital Promise agrees to use the Data in compliance with all applicable laws, rules, and regulations, as well as all professional standards applicable to such research.
7. Digital Promise will not use student Data, either alone or in concert with any other information, to make any effort to identify or contact individual students who are or may be the sources of Data without specific written approval from Institution and appropriate Institutional Review Board (IRB) approval, if required pursuant to 45 CFR 46. Should Digital Promise inadvertently receive identifiable information or otherwise identify a subject, Digital Promise shall promptly notify

Institution and follow Institution's reasonable written instructions, which may include return or destruction of the identifiable information.

8. Digital Promise agrees to give Institution the option to be recognized as the source of the Data in all written, visual, or oral public disclosures using the Data, as appropriate in accordance with scholarly standards.
9. Digital Promise shall promptly report to Institution any use or disclosure of the Data not provided for by this Agreement of which it becomes aware.
10. Upon expiration or early termination of this Agreement, Digital Promise may retain one (1) copy of the Data for up to 5 years to the extent necessary to comply with records retention requirements under its grant with the Bill & Melinda Gates Foundation and for purposes of research integrity and verification. Further, pursuant to N.J.A.C. 17:44-2.2, Digital Promise shall maintain all documentation related to products, transactions or services under this Agreement for a period of five years from the date of final payment. Such records shall be made available by Digital Promise to the New Jersey Office of the State Comptroller upon request.

Data Sharing Permissions. Institution will share data with Digital Promise in accordance with the following permissions.¹ **No personally identifiable, student-level information will ever be collected or shared under this agreement at any level.**

1. *Institution and Course-Level disaggregated data* – Data shared will include disaggregated institution-level data (e.g., acceptance rate, Pell-eligibility rate, region), and section-level data (e.g., number of instructors participating in the study, pre-requisite requirements) to characterize the types of institutions participating in the study.
2. *Disaggregated, deidentified data* – Data shared will include deidentified student-level data (e.g., pass rates, withdrawal rates), disaggregated by student identities of interest to the research (e.g., race/ethnicity, Pell-eligibility). The Institution agrees that Digital Promise may share this data with the project's board of chemistry education advisors and with personnel within the Bill & Melinda Gates Foundation who are directly responsible for the creation and implementation of its Postsecondary Success Strategy.
3. *Aggregated, deidentified data* – For public reports, data will be aggregated by institution and/or student demographic cohort. It will be anonymized at all levels (i.e., the Institution's name will not appear). The Institution agrees to allow this level of data to be shared in public relations and service marketing materials.
4. *Aggregated or disaggregated, identifiable data* – The Bill & Melinda Gates Foundation Postsecondary Success Strategy may wish to share "best practices" and outcomes that identify institutions, departments/courses, and student demographic cohorts. Data shared at this level will not include individual student-level data and institution, department, and course identities will be disclosed only with their permission, which will be solicited on a case-by-case basis.
5. *Disaggregated, identifiable engagement data* – A list of institutions engaging in the research on the exemplary chemistry courseware will be publicly available. Information about institutions' engagement with project activities and metrics on instructor participation by academic term may

¹ Except as prohibited by state or federal law.

be shared publicly. This level includes only engagement data; no outcomes data will be shared at this level.

Copyright and Publication. Participation in this project does not affect ownership of Background Intellectual Property of either Digital Promise or Institution.

Any products, services, processes, data presentations, or other innovations and intellectual property jointly created by Institution and Digital Promise (including modifications, improvements, and further developments to Background Technology) will be promptly and widely disseminated in keeping with the Global Access Agreement of the Bill & Melinda Gates Foundation. A Creative Commons CC By license will enable Institution to use such intellectual property for its own purposes.

Either Digital Promise or Institution may seek publication of data collected under this project in a peer-reviewed journal, conference, or other venue. Any such publications shall be (1) consistent with the Data Sharing Permission levels listed above and (2) adhere to “open access” terms and conditions consistent with the Open Access Policy available at: www.gatesfoundation.org/How-We-Work/General-Information/Open-Access-Policy, which may be modified from time to time. The Institution shall inform Digital Promise if it submits for publication any data collected under this project.

Additional Terms and Conditions

1. **Confidentiality.** The parties agree that each party may disclose factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for other purposes without written permission from the other party provided that any such statement shall accurately and appropriately describe the relationship of the parties and shall not in any manner imply endorsement by the other party whose name is being used. The parties further agree to keep all Confidential Information provided by the other party confidential and not to disclose any such information without the express permission of the other party throughout the term of this Agreement and five years thereafter. “Confidential Information” means all non-public, confidential, or proprietary information, in any form, furnished or made available directly or indirectly by one party to the other party, which is reasonable to be considered Confidential Information, whether or not designated as “Confidential Information.” Confidential Information shall not mean information that is required to be disclosed pursuant to applicable law, including, without limitation, New Jersey’s Open Public Records Act or other right-to-know laws, judicial process, or order or requirement of judicial or governmental authority.
2. **Modifications.** Terms of this Agreement may be modified with mutual consent of both parties. No modification or waiver of this Agreement shall be valid unless in writing and executed by duly-authorized representatives of both parties.
3. **Duration.** Unless terminated earlier or extended via a mutually agreed-upon modification, this Agreement shall expire as of the End Date set forth above. Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party’s Authorized Official.
4. **Independent Contractor.** In performing the Services pursuant to this Agreement, each party is an independent contractor, is not an agent or employee of the other, and is not authorized to act on behalf of the other. In no event shall Institution or its employees or agents, be eligible for any fringe benefits or insurance provided to employees of Digital Promise.

5. **Taxes.** In making payments to Institution of the compensation set forth in “Payment Terms” below, Digital Promise will not withhold taxes of any kind, including income taxes, FICA, FUTA, or other statutory withholding or employment taxes applicable to employees. Institution agrees to collect and timely remit to the appropriate taxing authority all taxes due under this Agreement for Institution’s Services and to hold Digital Promise harmless from and against any penalty, interest, tax or charge that may be levied or assessed as a result of Institution’s delay or failure to collect or remit any tax or file any return or information required by law, rule, regulation or this Agreement.
6. **Conflict.** The attached Schedule[s] shall be subject to the terms and conditions of this Agreement. In the event of any conflict between the terms of this Agreement and a Schedule, the terms of this Agreement shall govern, unless the Schedule expressly references the conflicting provision in this Agreement and provides that the provision in the Schedule shall govern.
7. **Governing Law.** This agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New Jersey, exclusive of conflict or choice of law rules. The venue for any claim shall be in the State of New Jersey in Hudson County, in accordance with the laws of the State of New Jersey.
8. **Compliance with Applicable Laws.** Institution warrants, represents and covenants to Digital Promise that it (a) will comply with all federal, state, and local laws, rules and regulations applicable to its performance of the Services under this Agreement, including, but not limited to, any confidentiality and privacy laws, rules and regulations applicable to school and student records, and (b) are legally entitled to work in the United States and, if required, have all necessary visas and work permits.
9. **Publicity and Use of Trademarks.** By signing this Agreement, Institution agrees to allow its name, trademarks and other logos to be used whenever and wherever Digital Promise General Chemistry I Courseware Study participants are listed, including but not limited to the Digital Promise General Chemistry I Courseware Study project website. The use of Institution’s name, trademarks and other logos will be limited in scope to listing the Institution’s participation in the project. Use of Institution’s name, trademarks and other logos on the Digital Promise General Chemistry I Courseware Study project website will terminate on December 31, 2026, unless otherwise agreed to by the parties to extend further. In no other circumstance, shall Digital Promise nor Institution, use the other party’s name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party.
10. **Affirmative Action.** Digital Playground agrees to comply with the requirements of New Jersey’s Mandatory Equal Employment Opportunity Language for Goods and Services attached hereto.

Payment Terms

Institution will be paid \$5,000 upon successful completion of their responsibilities under this Agreement including, but not limited to, the sharing of de-identified student-level administrative data with Digital Promise at the end of the AY2025-26. To receive payment, the Institution must submit a completed W9 via this [secure link](#) and an invoice. Invoice should reference the Contract Number [REDACTED] and be submitted to payables@digitalpromise.org with Jonathan Pittman at jpittman@digitalpromise.org cc’d. No invoices will be paid until a completed W9 is received.

Instructor(s) listed in Attachment 2 will be paid according to the agreed-upon level of involvement in the research each term and upon successful completion of their responsibilities under this Agreement, including participating in check-in calls with Digital Promise staff, completing the weekly time log, completing the online instructor questionnaire, accommodating a researcher observation (if requested), encouraging students to participate in electronic focus groups, incorporating the student assessment and survey as assignments in their course sections, and implementing the REAL Chemistry I courseware into their General Chemistry I course section(s) during applicable terms. To receive payment, instructor(s) must submit a completed W9 via this [secure link](#) and an invoice. Invoice should reference the Contract number [REDACTED] and be submitted to payables@digitalpromise.org with Jonathan Pittman at jpittman@digitalpromise.org cc'd. No invoices will be paid until a completed W9 is received.

Signatures

The undersigned Authorized Officials of Institution and Digital Promise expressly represent and affirm that the contents of any statements made herein are truthful and accurate and that they are duly authorized to sign this Agreement on behalf of their organizations.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first set forth above.

For INSTITUTION	For DIGITAL PROMISE GLOBAL
Signature:	
Name:	Kathryn Petrillo-Smith
Title:	Vice President & Chief Operating Officer
Date:	

ATTACHMENTS

1. Project Description and Activities
2. Key Institution Staff Participating in the Research and Courseware Implementation Schedule for Each Participating Instructor
3. Description of Elements Related to Implementing REAL Chemistry I Courseware with Fidelity
4. Description of Data Requested from Institutional Research Office
5. Description of Submission to a Data Archive / Restricted Access File (RAF)

ATTACHMENT 1

The General Chemistry I Exemplar Courseware Research Project

Recognizing that both the field of chemistry and the needs of students taking General Chemistry I have changed dramatically over the last decade, the [Bill & Melinda Gates Foundation](#) has provided R&D funding for both a new General Chemistry I curriculum embodied in digital learning courseware and for research to understand how chemistry instructors can integrate that courseware into their practice to maximize learning for more students.

[Arizona State University \(ASU\)](#) and [Carnegie Mellon University \(CMU\)](#) are jointly developing the courseware for blended implementation of a chemistry curriculum designed for students taking General Chemistry I. The courseware, called REAL Chemistry I includes all the instructional materials students need to achieve the curriculum's learning outcomes, removing the need for students to purchase an expensive textbook. The courseware includes engaging videos, interactive learning activities, and embedded practice, giving students opportunities to self-assess and reflect on their chemistry understanding.

The nonprofit organization [Digital Promise](#) is conducting field research to inform refinements of initial versions of the courseware and devise a model for implementation to inform courseware-related training and adoption materials. Digital Promise is conducting this research with the support of a distinguished board of chemistry education advisors.

The Courseware Research

To ground this work in the needs and lived experiences of today's instructors and students, Digital Promise has developed a battery of instruments to probe students' experiences in General Chemistry I courses and learning expectations as well as gauge instructors' engagement in teaching practices shown to promote learning in prior research ("evidence-based teaching practices"). Instructors will implement the REAL Chemistry I courseware developed by the ASU-CMU team as a part of a Delayed Implementation Cohort (DIC). Whereby, instructors will engage in all data collection activities set forth below while teaching their General Chemistry I sections as usual for at least one term prior to implementing the REAL Chemistry I courseware into their General Chemistry I sections and continue engaging in all data collection activities set forth below. For example:

- An instructor may engage in all data collection activities set forth below while teaching their General Chemistry I sections as usual in the Fall 2025 and implement the REAL Chemistry I courseware into their Spring 2026 General Chemistry I sections and continue engaging in data collection activities set for below.

Through this research, Digital Promise will investigate implementation strategies associated with instructor use of evidence-based teaching practices and enhanced student learning outcomes, while comparing the outcomes and experiences of instructors and students prior to and while using the REAL Chemistry I courseware. Data will be combined with analyses of historical course outcome data, disaggregated by race/ethnicity and Pell eligibility, to provide participating institutions with insights about their teaching and learning environment and outcomes for digital learning implementations in their specific context.

Institution Responsibilities

With support from Digital Promise, institutional partners will:

- Identify and support research participation of the instructor(s) listed in Attachment 2, who are expected to teach one or more face-to-face, blended, or hybrid sections of General Chemistry I during the Fall 2025, Spring 2026.
- Support research on the implementation of REAL Chemistry I at the institution by:
 - Designating a point of contact for the Digital Promise research team.
 - Notifying Digital Promise within 90 days if an instructor designated for research participation will not be teaching, or ceases teaching, General Chemistry I section(s) during the terms agreed to and listed in Attachment 2.
 - Making all reasonable efforts to replace any instructor who attrits from the research cohort during the terms agreed to and listed in Attachment 2, with a comparable instructor, thereby maintaining the same number of participating instructors at the institution.
 - Working with representatives from the REAL Chemistry I courseware developer team as necessary to integrate REAL Chemistry I into the institution’s Learning Management System (“LMS”) for use in the section(s) taught by participating instructor(s) at least 2 months in advance of the initial term during which instructor(s) will use the courseware to teach their General Chemistry I course, should the participating instructor(s) choose the LMS integration option of using REAL Chemistry I, rather than the Direct Delivery option, which does not require LMS integration.
- Transmit student-level characteristics and course outcome data (as described in Attachment 4) for students in the section(s) of General Chemistry I taught by participating instructor(s).
- Encourage instructor(s) participating in the research to complete instructor-facing data collection efforts, including an instructor questionnaire and a weekly log of instructor time allocation.
- Assist instructor(s) participating in the research to order the General Chemistry I Assessment from the American Chemical Society and administer the assessment to their students.
- Encourage instructor(s) participating in the research to provide a small amount of course credit for their students who complete the Digital Promise Student Survey and the American Chemical Society General Chemistry I Assessment.
- Encourage instructor(s) participating in the research to notify and encourage their students to participate in voluntary and electronic student focus groups.
- Facilitate site visits by Digital Promise researchers who will observe a select subset of classes of participating instructors.
- Acknowledge Digital Promise will transmit de-identified and cleaned instructor questionnaire, weekly time log, student survey, chemistry assessment, and student focus group data from this project into a restricted access repository for academic research following the completion of this project in Spring 2027 (as described in Attachment 5).

Digital Promise Responsibilities

- Payment to the institution to defray costs of pulling institutional records according to the following schedule:
 - \$5,000 upon receipt of student-level characteristics and course outcome data (as described in Attachment 4) for students in the section(s) of General Chemistry I taught by participating instructor(s) during Academic Year 2025-2026.
- Payment directly to participating instructors. Payment amount will vary based on whether the instructor is implementing REAL Chemistry I (see Attachment 2).
 - If the instructor is implementing REAL Chemistry I: \$1,250/term.
 - If the instructor is not implementing REAL Chemistry I: \$750/term.

- In all instances, regardless of whether an instructor is implementing REAL Chemistry I, payment is conditional on the completion of all required data collections as described in Attachment 1.
- Maintain regular communication with participating instructor(s) to provide research support and connections to courseware support.
- During the Spring term, immediately following a Fall and/or Winter term during which participating instructor(s) used the REAL Chemistry I courseware as a part of this research, provide free access to REAL Chemistry II courseware to students who are enrolled in a General Chemistry II section taught by the participating instructor(s).
- Provide an institution-specific report showing student perceptions of the General Chemistry I course section(s) taught by participating instructor(s) upon completion of the research study.
- Provide an institution-specific report showing student performance on the American Chemical Society General Chemistry I Assessment and student grades in the General Chemistry I course section(s) taught by instructor(s) participating in the research upon completion of the research study.
- Clean and de-identify instructor questionnaire, weekly time log, student survey, chemistry assessment, and student focus group data in accordance with best practices to minimize disclosure risk before submission into a restricted access repository for academic research following the completion of this project in Spring 2026 (as described in Attachment 5).

Project Milestones and Estimated Timeline

<i>Milestone</i>	<i>Estimated Timeframe</i>
Participating instructor(s) confirmed and Agreement between Digital Promise and higher education partner signed	Spring-Summer 2025
Participating General Chemistry I instructor(s) continue “business as usual” instruction during the Fall 2025 course section(s).	Fall 2025
Participating General Chemistry I instructor(s) use the REAL Chemistry I courseware in their Spring 2026 course sections(s).	Spring 2026
Participating General Chemistry I instructor(s) check-in monthly with Digital Promise research staff (virtually)	Fall 2025, Spring 2026
Participating General Chemistry I instructor(s) coordinate and facilitate class observation by Digital Promise research staff, if selected (in-person)	Fall 2025, Spring 2026
Participating General Chemistry I instructor(s) complete a weekly digital time log throughout the term	Fall 2025, Spring 2026
Participating General Chemistry I instructor(s) complete the online Instructor Questionnaire	Fall 2025, Spring 2026
Participating General Chemistry I instructor(s) have their students complete the Student Survey	Fall 2025, Spring 2026
Participating General Chemistry I instructor(s) encourage students to participate in voluntary student interviews / focus groups	Fall 2025, Spring 2026
Participating General Chemistry I instructor(s) have their students complete the American Chemical Society General Chemistry I Assessment	Fall 2025, Spring 2026
De-identified Academic Year 2025-2026 course outcome data and student information system data for participating General Chemistry I section(s) submitted to Digital Promise	Summer 2026
Digital Promise provides institution and participating instructor(s) with a customized report on student performance in participating General Chemistry I course section(s), disaggregated by student race/ethnicity and Pell status as sample sizes permit	Summer 2027

ATTACHMENT 2
Key Institution Staff Participating in the Research

Project Role	Name	Title	Email
Main Point of Contact	Raffi Manjikian	Instructor	rmanjikian@hccc.edu
Institutional Research Office Contact			
Instructor 1	Raffi Manjikian	Instructor	rmanjikian@hccc.edu
Instructor 2			
Instructor 3			
Instructor 4			
Instructor 5			

Courseware Implementation Schedule for Each Participating Instructor

Project Role	Name	Participation Terms without Courseware Implementation	Participation Terms with Courseware Implementation
Instructor 1	Raffi Manjikian	Fall 2025	Spring 2026
Instructor 2			
Instructor 3			
Instructor 4			
Instructor 5			

Digital Promise recognizes that the participating instructor(s) may change. Institutions hereby agree to notify Digital Promise, in writing, of any roster changes within 90 days of said changes. Written notification should include name(s) of instructor(s) no longer participating in the research and names and contact information of instructors who will replace them. All such notifications will be deemed automatically incorporated into the Agreement.

ATTACHMENT 3

Description of Elements Related to Implementing REAL Chemistry I Courseware with Fidelity

Testing the impact of using REAL Chemistry I courseware in General Chemistry I requires instructors to implement the courseware as intended and to collect the data from students that will measure courseware impacts.

Institutions are not required to monitor instructors' implementation of the courseware. However, they are asked to waive any institutional policies that would prevent or hinder their instructors' implementation of the courseware in accordance with the research protocol. Institutions will make all reasonable efforts to remove or limit any barriers to implementing the research data collections and the REAL Chemistry I courseware in the form of any policies that might restrict an instructor's ability to adhere to these practices.

The institution will allow instructors to

- Attend up to 7 hours of online training for courseware use provided by Arizona State University and Carnegie Mellon University
- Give students a small amount of course credit for completing the Student Survey (instructors will not see student survey responses; this will be participation credit)
- Administer the American Chemical Society General Chemistry I assessment for course credit (student score would count toward their grade in an amount determined by the instructor)

During the academic terms in which they are designated to use the REAL Chemistry I courseware in their classes, instructors will implement the courseware following these practices:

- REAL Chemistry I courseware is the principal source of course content; there is no other required textbook for the course
- Instructor assigns at least 75% of the available modules in REAL Chemistry I for course content and practice opportunities
- Of points toward students' grade that are not based on labs or mid-term and final exams, at least 50% are based on their work within the REAL Chemistry I courseware
- At least 50% of the available Explorations in REAL Chemistry I are assigned as homework or used during class

ATTACHMENT 4
Data Elements Required for Participating General Chemistry I Students

For All Students in the Participating Instructor's General Chemistry I Sections:

- Institutional Research Office-assigned unique student I.D.
- Institution Name
- Year of Birth (if possible) (YYYY)
- Gender
- Ethnicity/Race
- Pell Eligible
- First Generation College Goer Status (if possible)
- Date of First Enrollment at this institution (if possible) (MM/DD/YYYY)
- Prior Achievement Measure such as placement test; high school GPA; prior GPA at this college (specify option)
- Course Name
- Course Code
- Section ID/Code
- Course Section Modality
- Campus took place (if applicable)
- Instructor record (recommended)
- Term Start Date (MM/DD/YYYY)
- Term End Date (MM/DD/YYYY)
- Cumulative GPA at Start of Term
- Cumulative Credits at Start of Term
- Total credit hours for this term (if unavailable, Enrollment Status for this Term, e.g., FT or PT)
- Number Prior Attempts for this Course
- Whether prerequisite math for this course met (e.g., course taken in high school, placement exam); if available, specify how the requisite was met
- Whether prerequisite math course is being taken concurrently with General Chemistry I; if so, specify prerequisite course name and code
- Still Enrolled at Institution at Course Termination
- Course Grade
- Number Credits Earned for this Course
- Course grade for concurrent prerequisite math course
- The American Chemical Society General Chemistry I assessment results

For Students in the Fall Sections Only (in addition to the above list):

- Subsequent Term Start Date (MM/DD/YYYY)
- Subsequent Term End Date (MM/DD/YYYY)
- Course Name of Subsequent Course in Sequence (typically will be General Chemistry II)
- Course Code of Subsequent Course
- Still Enrolled at Institution at Subsequent Course Termination
- Course Grade for Subsequent Course
- Number of Credits Earned for Subsequent Course

ATTACHMENT 5

Submission to a Data Archive / Restricted Access File (RAF)

Through this project, we endeavor to build on the EBT evidence-base in general and drive the field to consider student identities, disaggregate their analysis and conclusions based on those identities, and ultimately create more equitable STEM classrooms. In order to further this goal, we aim to deposit de-identified and cleaned data from this project into a restricted access repository following the completion of this project in Spring 2027.

We have identified the Inter-university Consortium for Political and Social Research (ICPSR) (link: <https://www.icpsr.umich.edu/web/pages/>) housed through the University of Michigan as an ideal data archive. From their website:

ICPSR is an international consortium of more than 750 academic institutions and research organizations. ICPSR (Inter-university Consortium for Political and Social Research) provides leadership and training in data access, curation, and methods of analysis for the social science research community.

ICPSR maintains a data archive of more than 250,000 files of research in the social and behavioral sciences. It hosts 21 specialized collections of data in education, aging, criminal justice, substance abuse, terrorism, and other fields.

By depositing data in a restricted access repository, we are creating the opportunity for other researchers to use and build on our work. Additionally, an entity such as ICPSR will allow us to identify other researchers who are interested in this data for future collaboration.

ICPSR provides robust guidance on confidentiality and data sharing (link: <https://www.icpsr.umich.edu/web/pages/datamanagement/confidentiality/>), including guidance for consent forms, obscuring participant identity, and data sharing. We will follow this guidance to ensure the protection of the human subjects with whom we are working.

We would seek to include data from the following instruments for inclusion:

- The Weekly Time Log data
- The frequency tables from the Classroom Observations
- The instructor questionnaire, removing variables that could be used to re-identify instructors (e.g., Name of the Course, Course Code, Years of Teaching at that Institution, Race, and Gender as needed)
- The student survey, removing or obscuring variables that could be used to re-identify students (e.g., the combinations of Race/Ethnicity, Gender, Family Income, Working status, etc.)
- Transcripts from the Student Focus Groups, obscuring any identifiable information including student, instructor, and institution names, and references to any identifiable characteristics (e.g., Course name, city or town of the institution, etc.)
- The American Chemical Society General Chemistry I assessment results

We would NOT seek to include data that we believe could be too difficult / impossible to de-identify / obscure, that reflect our own interpretations of the data, or that honor the Institutional ownership of Institutional Research data, including any notes from the Monthly Check-In calls, notes taken by the

researcher during the Student Focus Groups, and de-identified student level data from Institutional Research offices.

AFFILIATION AGREEMENT

This Affiliation Agreement (“**Agreement**”) is made on/about this 1st day of September, 2025 by and between **Hudson County Community College, located at 70 Sip Avenue, Jersey City, New Jersey, 07306 (“College”)** and **Bayonne Medical Center located at 29th Street Avenue E, Bayonne, NJ 07002 (“Hospital”)**.

RECITALS:

- A. College offers a Registered Nursing Program.
- B. Hospital operates a comprehensive inpatient acute care facility licensed in the State of New Jersey (“**State**”).
- C. College desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in an acute care facility.
- D. Hospital has agreed to undertake training activities and to make its facility available to identified students of College for such purposes.

Now, Therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **Responsibilities of College.**

a. **Clinical Program.** To the extent permit by law and without waiving and defenses, including governmental immunity, College shall be responsible for the implementation and operation of the clinical component of its program at Hospital (“**Program**”), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following (i) orientation of students to the clinical experience at Hospital; (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital; (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital; (iv) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information; (v) supervision of students and their performance at Hospital; (vi) participation, with the students, in Hospital’s Quality Assurance and related programs; and (vii) performance of such other duties as may from time to time be agreed to between College and Hospital. The College warrants that each student is enrolled in the College as a nursing student and has completed the educational prerequisites to qualify them for participation in the rotation.

All students, faculty, employees, agents and representatives of College participating in the Program while on Hospital premises (“**Program Participants**”) shall be accountable to Hospital’s Administrator. College shall be responsible for causing all Program Participants to comply with the terms of this Agreement; with local, state and federal laws and regulations; with accreditation requirements; and with all Hospital policies and procedures. In the event of a conflict between the practices, policies and/or procedures of the College and the Hospital, the Hospital’s practices, policies and procedures will prevail.

b. **Student Statements.** College shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as **Exhibit A**, and a Statement of Confidentiality in the form attached hereto as **Exhibit B**.

AFFILIATION AGREEMENT

c. **Health of Program Participants.** College shall ensure that Program Participants meet all applicable local, state and federal health requirements. College shall provide to Hospital satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the completion of a tuberculin skin test (within the last six months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, negative drug screening, physical examination, proof of rubella, and rubeola immunity by positive antibody titers or 2 doses of MMR, flu shot, and evidence of completion of the series of three hepatitis B vaccinations (if required by applicable law or Hospital policy). College and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. College shall provide to Hospital proof of Health Insurance coverage for each program participant. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

d. **Dress Code; Meals.** College shall require the students assigned to Hospital to dress in accordance with dress and personal appearance standards approved by College. Such standards shall be in accordance with Hospital's standards regarding same. Program Participants shall pay for their own meals at Hospital.

e. **Performance of Services.** All faculty provided by College shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. College shall have a specially designated staff for the performance of the services specified herein. College and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of College as may be in effect from time to time. Neither College nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

f. **OSHA Compliance.** College shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. College's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

AFFILIATION AGREEMENT

g. **Training.** Prior to a student's first assignment at Hospital, the assignment of a College employee, agent or representative to work at Hospital or the first date of service (after the Effective Date) of a faculty member at Hospital, College shall require that the individual receive training regarding Hospital's patient information privacy policies and practices, through materials or web-based training which will be provided to College by Hospital and achieve a passing score (as defined by Hospital from time to time) on a set of questions following the training. College shall maintain training records for a minimum of six years, including, without limitation, the names of those students, College employees, agents, representatives and faculty members that participated in the training, date and time of the training and the score that each received on the questions at the end ("**Training Records**"). Further, to the extent permitted by law, College shall make the Training Records available to Hospital promptly, and without charge, upon Hospital's request.

h. **Background Verifications.** College shall provide Hospital with a description of its background investigation processes, shall attest to Hospital College has completed a background check for each Program Participant in the form attached hereto as **Exhibit C**, and disclosed to Hospital any positive findings for a Program Participant to the extent permitted by law and shall provide Hospital or its designee access to the background screening results upon reasonable notice. A background check will be considered "completed" if it includes, at a minimum, all of the following elements: (1) 7 year criminal background check in current and previous counties of residence and employment, (2) confirmation that the Program Participant is not listed as sexual offender and, if requested by Hospital, in any child abuse registry (3) evidence that the Program Participant is eligible to participate in all federal and state health programs and verification that the Program Participant is not on the OIG or GSA exclusion list and (4) any other element required by Hospital to meet state or federal law requirements. Hospital shall have the right to require the withdrawal of any Program Participant in the event that Program Participant fails to meet the standards established by Hospital for acceptable background.

i. **Drug Screens.** Drug testing of students will only be performed in the event of reasonable suspicion and/or post incident. The screen will be conducted at the facility in which the student is attending.

2. **Responsibilities of Hospital.**

a. Hospital shall cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by College and Hospital, to observe and assist in various aspects of acute care patient care. Hospital shall coordinate College's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

b. Upon the request of College, Hospital shall assist College in the evaluation of each Program Participant's performance in the Program. However, College shall at all times remain solely responsible for the evaluation and grading of Program Participants.

AFFILIATION AGREEMENT

3. **Mutual Responsibilities.** The parties shall cooperate to fulfill the following mutual responsibilities:

a. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Hospital or College.

b. Any appointments to faculty or staff by either the College or Hospital in furtherance of this Agreement shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. **Withdrawal of Program Participants.**

a. Hospital may immediately remove from the premises or deny access to any Program Participant who poses an immediate threat or danger to personnel or patients or to the quality of medical services or for unprofessional or disruptive behavior. Hospital shall be responsible for its decision to remove and Program Participant from the premises or to deny access to any Program Participant.

b. Hospital may request College to withdraw or dismiss a Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's sole discretion, is disruptive, unprofessional or detrimental to Hospital and/or its patients or has violated any local, state or federal laws or regulations. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the provisions of Subsection 4.a. above, it is understood that only College can dismiss the Program Participant from the Program at Hospital. Notwithstanding anything to the contrary set forth in this Agreement, Hospital shall be responsible in the event it exercises its sole discretion to require the withdrawal or dismissal of a Program Participant from the Program at the Hospital.

5. **Independent Contractor.** The parties hereby acknowledge that they are independent contractors, and neither the College nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Hospital. Nor shall the Hospital, not any of its agents, representatives, or employees be considered as agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. Each party shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

6. **Non-Discrimination.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

7. **Confidentiality.**

a. **Hospital Information.** College recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, College and

AFFILIATION AGREEMENT

Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. College agrees that neither College nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express

prior written consent, except in connection with the performance of College's and Program Participant's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public.

b. **Terms of Agreement.** Except for disclosure to College's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), neither College nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to College.

c. **Privacy of Health Information.** College acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the privacy and security provisions of Public Law 111-005, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("ARRA"), also known as Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "**Regulations**"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the student's training program for hospital's training program purposes. A student shall not disclose Protected Health Information to College or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R. § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and College that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to College or its faculty, employees, agents or representatives for College's use in evaluating the

AFFILIATION AGREEMENT

student.

College, students and other Program Participants shall not request, use, access, or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. College and Program Participants will implement appropriate

administrative, physical and technical safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. College will promptly report to Hospital any uses or disclosures, of which College or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that College contracts with any agents or independent contractors to whom College provides Protected Health Information, College shall include provisions in such agreements pursuant to which College and such agents or independent contractors agree to the same restrictions and conditions that apply to College with respect to Protected Health Information. College will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations.

In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from College or a Program Participant, College or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from College or a Program Participant, then College shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. Further, College or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in College's or Program Participant's possession.

College will document all disclosures of Protected Health Information as may be reasonably necessary for the Hospital to respond to a request for an accounting of disclosures of Protected Health Information. If College or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then College or the Program Participant shall within five days forward the request to Hospital. College shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of College's disclosures. If Hospital determines that the request is a request for an accounting of College's disclosures and College is a Covered Entity (as defined in 45 C.F.R. § 160.103), then College shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then College and Program Participants shall within 10 days forward any information in College's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528.

College agrees that, if it or a Program Participant has a legal obligation to disclose any

AFFILIATION AGREEMENT

Protected Health Information (e.g., subpoena, court order, etc.), it will notify Hospital promptly after it learns of such obligation. If Hospital or the individual objects to the release of such Protected Health Information, College will allow Hospital and/or the individual to exercise any legal rights or remedies Hospital and/or the Individual might have to object to the release of the Protected Health Information, and College agrees to provide such assistance to Hospital and the individual, as they may reasonably request in connection therewith.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by College or Hospital by virtue of this Subsection.

e. **Audit.** College shall, within five business days of a written request from Hospital, make available during normal business hours at College or Hospital (location to be chosen by College) all records, books, agreements, systems, policies and procedures relating to the use or disclosure of Protected Health Information for the purpose of allowing Hospital to audit and determine College's compliance with this Section 7. If Hospital discovers any violation of this Section 7, College shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

f. **Survival.** The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. **Insurance.**

a. College shall secure and maintain at all times during the Term, at their sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by College may be afforded via commercial insurance or self-insurance at state law limits.

b. College shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure health insurance coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital.

c. College shall secure and maintain at all times during the Term, at its sole expense, professional liability insurance (medical malpractice) covering College and its employees. College shall either provide coverage on behalf of Program Participants (including students) or require Program Participants (including students) to secure such coverage. If Program Participants (including students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by College and/or Program Participants may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 aggregate. Upon Hospital's request, College shall provide a certificate of insurance evidencing such coverage.

Such insurance shall not be cancelable except upon 30 days' prior written notice to the Hospital. Such coverage shall be primary and non-contributory. This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, College hereby agrees that prior to the effective date of termination of insurance coverage, College shall purchase, at its sole expense, either a replacement policy annually thereafter having

AFFILIATION AGREEMENT

a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the current coverage or prior to termination of this Agreement. Upon Hospital's request, College shall provide a certificate of insurance evidencing such coverage.

9. **Term.** The term of this Agreement ("**Term**"), shall be two (2) year(s) commencing on the Effective Date unless either party provides the other with written notice of termination as provided herein.

10. **Termination.** Either party may terminate this Agreement at any time without cause upon at least one hundred twenty (120) days' prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination who have complied with the requirements of this Agreement shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed one hundred twenty (120) days'.

11. **Entire Agreement.** This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

12. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

13. **Exclusion Lists Screening.** College shall screen all Program Participants and all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("**Screened Persons**") against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at <http://www.oig.hhs.gov>), and (b) the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://www.epls.gov>) (collectively, the "**Exclusion Lists**") to ensure that none of the Screened Persons (y) are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, or (z) have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "**Ineligible Person**"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, College shall immediately notify Hospital of the same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.

14. **Indemnification.** The College shall indemnify and defend Hospital and its directors,

AFFILIATION AGREEMENT

officers, employees, medical staff, and agents from and against all third-party claims or liabilities (including reasonable attorneys' fees) to the extent caused by the negligence or breach of this Agreement of Program Participants or the College under this Agreement.

The Hospital shall indemnify and defend the College and its trustees, directors, officers, employees, faculty, staff, students and agents from and against all third-party claims or liabilities (including reasonable attorneys' fees) to the extent caused by the negligence or breach of this Agreement by the Hospital or its directors, officers, employees, medical staff and/or agents.

15. **Miscellaneous.** This Agreement may not be assigned by either party but will be binding on the successors of Hospital and College. This Agreement shall be governed by and construed in accordance with the law of the state of New Jersey. The Agreement does not create any rights including, without limitation, any third-party rights, in any other individual (including any student) or entity that is not a party to the Agreement.

BAYONNE MEDICAL CENTER

By: _____

Name: _____

Title: _____

Date: _____

HUDSON COUNTY COMMUNITY COLLEGE

By: _____

Name: _____

Title: _____

Date: _____

AFFILIATION AGREEMENT

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of **Bayonne Medical Center** (“**Hospital**”), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the undersigned while participating in the Program operated by **Hudson County Community College** (“**College**”) at Hospital unless such injury or loss arises solely out of Hospital’s gross negligence or willful misconduct.

Dated this day of , 20 .

Program Participant

Witness _____

AFFILIATION AGREEMENT

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal law and the Agreement between **Hudson County Community College** (“College”) and **Bayonne Medical Center** (“Hospital”), to keep confidential any information regarding Hospital patients and proprietary information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel for the purposes of treatment any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Hospital, except as required by law or as authorized by Hospital. The undersigned has read the Agreement and understands the provisions applicable to the undersigned including, without limitation, the privacy and security provisions relating to patient Protected Health Information. The undersigned understands that a student may only disclose confidential information about a Hospital patient for treatment purposes to other health care providers involved in the patient’s treatment or to Hospital’s workforce members involved in the student’s training program. The undersigned agrees to comply with any patient information privacy policies and procedures of the College and Hospital. The undersigned further acknowledges that he or she has been educated regarding Hospital’s patient information privacy practices in its entirety and has had an opportunity to ask questions regarding Hospital’s and College’s privacy policies and procedures and privacy practices.

Dated this day of , 20 .

Program Participant

Witness _____

EXHIBIT C

HEALTH AND BACKGROUND SCREENING ATTESTATION

**Hudson County Community College
("College")**

Health of Program Participants. College affirms the Program Participant(s) listed below have completed the following health screenings or documented health status as follows:

1. Tuberculin skin test within the past 12 months or documentation as a previous positive reactor or a chest x-ray taken within the past 12 months; and
2. Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
3. Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
4. Proof of Hepatitis B immunization or completion of a certification of declination of vaccine, if patient contact is anticipated.
5. Other: _____

Background Checks. College has conducted a retrospective background check on all students assigned to the program and members of staff/faculty responsible for supervision and/or instruction prior to their participation in clinical activities. Unless Hospital is notified in writing, all background checks are negative. The background check included the following:

1. Social Security number verification.
2. Criminal Search (7 years)
3. Violent Sexual Offender & Predator registry
4. HHS/OIG/GSA
5. Other: _____

Attending Students:

1. _____
2. _____

Staff:

1. _____
2. _____

College acknowledges this information will be available to all Hospital affiliates as reasonably necessary.

College: **Hudson County Community College**

Name: _____

Title: _____

AFFILIATION AGREEMENT

This Affiliation Agreement (“**Agreement**”) is made on/about this 1st day of September, 2025 by and between **Hudson County Community College, located at 70 Sip Avenue, Jersey City, New Jersey, 07306** (“**College**”) and **Christ Hospital located at 176 Palisade Avenue, Jersey City, NJ 07306** (“**Hospital**”).

RECITALS:

- A. College offers a Registered Nursing Program.
- B. Hospital operates a comprehensive inpatient acute care facility licensed in the State of New Jersey (“**State**”).
- C. College desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in an acute care facility.
- D. Hospital has agreed to undertake training activities and to make its facility available to identified students of College for such purposes.

Now, Therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **Responsibilities of College.**

a. **Clinical Program.** To the extent permit by law and without waiving and defenses, including governmental immunity, College shall be responsible for the implementation and operation of the clinical component of its program at Hospital (“**Program**”), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following (i) orientation of students to the clinical experience at Hospital; (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital; (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital; (iv) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information; (v) supervision of students and their performance at Hospital; (vi) participation, with the students, in Hospital’s Quality Assurance and related programs; and (vii) performance of such other duties as may from time to time be agreed to between College and Hospital. The College warrants that each student is enrolled in the College as a nursing student and has completed the educational prerequisites to qualify them for participation in the rotation.

All students, faculty, employees, agents and representatives of College participating in the Program while on Hospital premises (“**Program Participants**”) shall be accountable to Hospital’s Administrator. College shall be responsible for causing all Program Participants to comply with the terms of this Agreement; with local, state and federal laws and regulations; with accreditation requirements; and with all Hospital policies and procedures. In the event of a conflict between the practices, policies and/or procedures of the College and the Hospital, the Hospital’s practices, policies and procedures will prevail.

b. **Student Statements.** College shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as **Exhibit A**, and a Statement of Confidentiality in the form attached hereto as **Exhibit B**.

AFFILIATION AGREEMENT

c. **Health of Program Participants.** College shall ensure that Program Participants meet all applicable local, state and federal health requirements. College shall provide to Hospital satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the completion of a tuberculin skin test (within the last six months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, negative drug screening, physical examination, proof of rubella, and rubeola immunity by positive antibody titers or 2 doses of MMR, flu shot, and evidence of completion of the series of three hepatitis B vaccinations (if required by applicable law or Hospital policy). College and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. College shall provide to Hospital proof of Health Insurance coverage for each program participant. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

d. **Dress Code; Meals.** College shall require the students assigned to Hospital to dress in accordance with dress and personal appearance standards approved by College. Such standards shall be in accordance with Hospital's standards regarding same. Program Participants shall pay for their own meals at Hospital.

e. **Performance of Services.** All faculty provided by College shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. College shall have a specially designated staff for the performance of the services specified herein. College and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of College as may be in effect from time to time. Neither College nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

f. **OSHA Compliance.** College shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. College's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

AFFILIATION AGREEMENT

g. **Training.** Prior to a student's first assignment at Hospital, the assignment of a College employee, agent or representative to work at Hospital or the first date of service (after the Effective Date) of a faculty member at Hospital, College shall require that the individual receive training regarding Hospital's patient information privacy policies and practices, through materials or web-based training which will be provided to College by Hospital and achieve a passing score (as defined by Hospital from time to time) on a set of questions following the training. College shall maintain training records for a minimum of six years, including, without limitation, the names of those students, College employees, agents, representatives and faculty members that participated in the training, date and time of the training and the score that each received on the questions at the end ("**Training Records**"). Further, College shall make the Training Records available to Hospital promptly, and without charge, upon Hospital's request.

h. **Background Verifications.** College shall provide Hospital with a description of its background investigation processes, shall attest to Hospital College has completed a background check for each Program Participant in the form attached hereto as **Exhibit C**, and disclosed to Hospital any positive findings for a Program Participant to the extent permitted by law and shall provide Hospital or its designee access to the background screening results upon reasonable notice. A background check will be considered "completed" if it includes, at a minimum, all of the following elements: (1) 7 year criminal background check in current and previous counties of residence and employment, (2) confirmation that the Program Participant is not listed as sexual offender and, if requested by Hospital, in any child abuse registry (3) evidence that the Program Participant is eligible to participate in all federal and state health programs and verification that the Program Participant is not on the OIG or GSA exclusion list and (4) any other element required by Hospital to meet state or federal law requirements. Hospital shall have the right to require the withdrawal of any Program Participant in the event that Program Participant fails to meet the standards established by Hospital for acceptable background.

i. **Drug Screens.** Drug testing of students will only be performed in the event of reasonable suspicion and/or post incident. The screen will be conducted at the facility in which the student is attending.

2. **Responsibilities of Hospital.**

a. Hospital shall cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by College and Hospital, to observe and assist in various aspects of acute care patient care. Hospital shall coordinate College's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

b. Upon the request of College, Hospital shall assist College in the evaluation of each Program Participant's performance in the Program. However, College shall at all times remain solely responsible for the evaluation and grading of Program Participants.

AFFILIATION AGREEMENT

3. **Mutual Responsibilities.** The parties shall cooperate to fulfill the following mutual responsibilities:

a. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Hospital or College.

b. Any appointments to faculty or staff by either the College or Hospital in furtherance of this Agreement shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. **Withdrawal of Program Participants.**

a. Hospital may immediately remove from the premises or deny access to any Program Participant who poses an immediate threat or danger to personnel or patients or to the quality of medical services or for unprofessional or disruptive behavior. Hospital shall be responsible for its decision to remove and Program Participant from the premises or to deny access to any Program Participant.

b. Hospital may request College to withdraw or dismiss a Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's sole discretion, is disruptive, unprofessional or detrimental to Hospital and/or its patients or has violated any local, state or federal laws or regulations. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the provisions of Subsection 4.a. above, it is understood that only College can dismiss the Program Participant from the Program at Hospital. Notwithstanding anything to the contrary set forth in this Agreement, Hospital shall be responsible in the event it exercises its sole discretion to require the withdrawal or dismissal of a Program Participant from the Program at the Hospital.

5. **Independent Contractor.** The parties hereby acknowledge that they are independent contractors, and neither the College nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Hospital. Nor shall the Hospital, not any of its agents, representatives, or employees be considered as agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. Each party shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

6. **Non-Discrimination.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

7. **Confidentiality.**

a. **Hospital Information.** College recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, College and

AFFILIATION AGREEMENT

Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. College agrees that neither College nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express

prior written consent, except in connection with the performance of College's and Program Participant's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public.

b. **Terms of Agreement.** Except for disclosure to College's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), neither College nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to College.

c. **Privacy of Health Information.** College acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the privacy and security provisions of Public Law 111-005, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("ARRA"), also known as Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "**Regulations**"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the student's training program for hospital's training program purposes. A student shall not disclose Protected Health Information to College or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R. § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and College that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to College or its faculty, employees, agents or representatives for College's use in evaluating the

AFFILIATION AGREEMENT

student.

College, students and other Program Participants shall not request, use, access, or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. College and Program Participants will implement appropriate

administrative, physical and technical safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. College will promptly report to Hospital any uses or disclosures, of which College or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that College contracts with any agents or independent contractors to whom College provides Protected Health Information, College shall include provisions in such agreements pursuant to which College and such agents or independent contractors agree to the same restrictions and conditions that apply to College with respect to Protected Health Information. College will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations.

In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from College or a Program Participant, College or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from College or a Program Participant, then College shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. Further, College or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in College's or Program Participant's possession.

College will document all disclosures of Protected Health Information as may be reasonably necessary for the Hospital to respond to a request for an accounting of disclosures of Protected Health Information. If College or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then College or the Program Participant shall within five days forward the request to Hospital. College shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of College's disclosures. If Hospital determines that the request is a request for an accounting of College's disclosures and College is a Covered Entity (as defined in 45 C.F.R. § 160.103), then College shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then College and Program Participants shall within 10 days forward any information in College's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528.

College agrees that, if it or a Program Participant has a legal obligation to disclose any

AFFILIATION AGREEMENT

Protected Health Information (e.g., subpoena, court order, etc.), it will notify Hospital promptly after it learns of such obligation. If Hospital or the individual objects to the release of such Protected Health Information, College will allow Hospital and/or the individual to exercise any legal rights or remedies Hospital and/or the Individual might have to object to the release of the Protected Health Information, and College agrees to provide such assistance to Hospital and the individual, as they may reasonably request in connection therewith.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by College or Hospital by virtue of this Subsection.

e. **Audit.** College shall, within five business days of a written request from Hospital, make available during normal business hours at College or Hospital all records (location to be chosen by College), books, agreements, systems, policies and procedures relating to the use or disclosure of Protected Health Information for the purpose of allowing Hospital to audit and determine College's compliance with this Section 7. If Hospital discovers any violation of this Section 7, College shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

f. **Survival.** The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. **Insurance.**

a. College shall secure and maintain at all times during the Term, at their sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by College may be afforded via commercial insurance or self-insurance at state law limits.

b. College shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure health insurance coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital.

c. College shall secure and maintain at all times during the Term, at its sole expense, professional liability insurance (medical malpractice) covering College and its employees. College shall either provide coverage on behalf of Program Participants (including students) or require Program Participants (including students) to secure such coverage. If Program Participants (including students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by College and/or Program Participants may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 aggregate. Upon Hospital's request, College shall provide a certificate of insurance evidencing such coverage.

Such insurance shall not be cancelable except upon 30 days' prior written notice to the Hospital. Such coverage shall be primary and non-contributory. This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, College hereby agrees that prior to the effective date of termination of insurance coverage, College shall purchase, at its sole expense, either a replacement policy annually thereafter having

AFFILIATION AGREEMENT

a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the current coverage or prior to termination of this Agreement. Upon Hospital's request, College shall provide a certificate of insurance evidencing such coverage.

9. **Term.** The term of this Agreement ("**Term**"), shall be two (2) year(s) commencing on the Effective Date unless either party provides the other with written notice of termination as provided herein.

10. **Termination.** Either party may terminate this Agreement at any time without cause upon at least one hundred twenty (120) days' prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination who have complied with the requirements of this Agreement shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed one hundred twenty (120) days'.

11. **Entire Agreement.** This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

12. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

13. **Exclusion Lists Screening.** College shall screen all Program Participants and all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("**Screened Persons**") against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at <http://www.oig.hhs.gov>), and (b) the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://www.epls.gov>) (collectively, the "**Exclusion Lists**") to ensure that none of the Screened Persons (y) are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, or (z) have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "**Ineligible Person**"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, College shall immediately notify Hospital of the same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.

14. **Indemnification.** The College shall indemnify and defend Hospital and its directors,

AFFILIATION AGREEMENT

officers, employees, medical staff, and agents from and against all third-party claims, demands, damages, expenses or liabilities (including reasonable attorneys' fees) solely to the extent arising from or in connection with the negligence or breach of contract of Program Participants or the College under this Agreement. Hospital shall indemnify and defend College and its directors, officers, employees, faculty, agents and Program Participants from and against all third-party claims, demands, damages, expenses or liabilities (including reasonable attorneys' fees) solely to the extent arising from or in connection with the negligence or breach of contract of Hospital, its employees, medical staff, representatives and/or agents.

15. **Miscellaneous.** This Agreement may not be assigned by either party but will be binding on the successors of Hospital and College. This Agreement shall be governed by and construed in accordance with the law of the state of New Jersey. The Agreement does not create any rights including, without limitation, any third-party rights, in any other individual (including any student) or entity that is not a party to the Agreement.

CHRIST HOSPITAL

By: _____

Name: _____

Title: _____

Date: _____

HUDSON COUNTY COMMUNITY COLLEGE

By: _____

Name: _____

Title: _____

Date: _____

AFFILIATION AGREEMENT

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of **Christ Hospital** (“**Hospital**”), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the undersigned while participating in the Program operated by **Hudson County Community College** (“**College**”) at Hospital unless such injury or loss arises solely out of Hospital’s gross negligence or willful misconduct.

Dated this day of , 20 .

Program Participant

Witness _____

AFFILIATION AGREEMENT

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal law and the Agreement between **Hudson County Community College** (“College”) and **Christ Hospital** (“Hospital”), to keep confidential any information regarding Hospital patients and proprietary information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel for the purposes of treatment any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Hospital, except as required by law or as authorized by Hospital. The undersigned has read the Agreement and understands the provisions applicable to the undersigned including, without limitation, the privacy and security provisions relating to patient Protected Health Information. The undersigned understands that a student may only disclose confidential information about a Hospital patient for treatment purposes to other health care providers involved in the patient’s treatment or to Hospital’s workforce members involved in the student’s training program. The undersigned agrees to comply with any patient information privacy policies and procedures of the College and Hospital. The undersigned further acknowledges that he or she has been educated regarding Hospital’s patient information privacy practices in its entirety and has had an opportunity to ask questions regarding Hospital’s and College’s privacy policies and procedures and privacy practices.

Dated this day of , 20 .

Program Participant

Witness _____

EXHIBIT C

HEALTH AND BACKGROUND SCREENING ATTESTATION

**Hudson County Community College
("College")**

Health of Program Participants. College affirms the Program Participant(s) listed below have completed the following health screenings or documented health status as follows:

1. Tuberculin skin test within the past 12 months or documentation as a previous positive reactor or a chest x-ray taken within the past 12 months; and
2. Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
3. Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
4. Proof of Hepatitis B immunization or completion of a certification of declination of vaccine, if patient contact is anticipated.
5. Other: _____

Background Checks. College has conducted a retrospective background check on all students assigned to the program and members of staff/faculty responsible for supervision and/or instruction prior to their participation in clinical activities. Unless Hospital is notified in writing, all background checks are negative. The background check included the following:

1. Social Security number verification.
2. Criminal Search (7 years)
3. Violent Sexual Offender & Predator registry
4. HHS/OIG/GSA
5. Other: _____

Attending Students:

1. _____
2. _____

Staff:

1. _____
2. _____

College acknowledges this information will be available to all Hospital affiliates as reasonably necessary.

College: **Hudson County Community College**

Name: _____

Title: _____

RWJBARNABAS HEALTH, INC.

AFFILIATION AGREEMENT

This agreement made as of the **1st** day of **September** in the year **2025**

Between the Hospital, **CLARA MAASS MEDICAL CENTER**, an affiliate
Name of Hospital ("Hospital")
of RWJBarnabas Health, Inc., and the School:

HUDSON COUNTY COMMUNITY COLLEGE

Name of School, College, University ("School")

NURSING PROGRAM ("PROGRAM")

In consideration of the mutual promises hereinafter contained, the Hospital and School agree as follows:

1. TERM

This Agreement shall be for a period commencing on **September 1st, 2025** and continuing
Start Date
until **September 1st, 2027**.
End Date

This Agreement shall be reviewed at the end of the term stated herein, and may be renewed at the end of the stated period by a new written agreement of both parties for such additional time as the parties determine.

Either party hereto 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 of termination by either party, students then participating in the Program shall be permitted to complete the semester.

The Hospital may immediately terminate a student(s) participation in the clinical program established under this agreement, if the Hospital, in its sole discretion, believes that the continued participation of a student is unsafe, disruptive, detrimental to the Hospital or patient care, or otherwise not in conformity with Hospital standards, policies, procedures, or health requirements. The Hospital shall be responsible for its decision to terminate a student(s) participation in the clinical program.

2. EXHIBITS

Attached to this agreement and made a part hereof are the following:

- **Exhibit A:** Joint Commission Addendum
- **Exhibit B:** School's Certificate of Insurance
- **Exhibit C:** Hospital's Certificate of Insurance

3. SCHOOL RESPONSIBILITIES

The School as the sponsoring agency agrees:

- a. To assume full responsibility for the planning and the execution of the curriculum for its students including the administration, curriculum content, and faculty appointments.
- b. To assure that all instructors possess a current, valid License to practice 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 maintain a student to instructor ratio not to exceed 10 to 1.
- f. To assure that students conform to the rules, regulations, and policies of the Hospital. These rules, regulations and policies will be available and reviewed with the students/faculty by the Hospital.
- g. To verify correct completion of all patient care records and co-sign all student documentation during the clinical experience.
- h. To assure that students engaged in observational experiences do not perform direct-care activities and that such students have signed Observation Agreements provided by the Hospital.
- i. To assure by providing written documentation from the School that a criminal background check has been conducted with respect to each student or faculty, in accordance with Hospital policy. The criminal background check Vendor (“Vendor”) shall be selected by the School and shall complete all background checks for all students or faculties who have completed Release Forms. The Clinical Liaison of the School shall review the criminal background check results and only students with satisfactory background check results will be assigned by the School for a clinical placement. In addition, the School shall ensure that they or their selected Vendor shall:
 - (1) The criminal background check (“CBC”) shall cover all county, state and federal databases that produce records of any felonies, convictions, subpoenas, and/or warrants. The CBC shall in any event be in form and content acceptable to Hospital. Hospital reserves the right to reject the CBC and to request that the CBC be redone, provided that Hospital shall provide the reason or reasons why such CBC was rejected. The School

agrees that their choice of criminal background check vendor (“Vendor”) must meet the requirements stated in this section.

- (2) Only students or faculty with satisfactory background check results, including but not limited to stating no criminal history, will be assigned by the School for a clinical placement at any RWJBarnabas Health facility.
- (3) Background checks shall be repeated every three (3) years for students or faculty continuing as clinical affiliates.
- (4) If a School and/or student believes that the results of their criminal background check require reconsideration and an individual review by RWJBarnabas Health, the School shall:

[a] Obtain the signed RWJBarnabas Health Release Form from the student or faculty and send the Release Form to the Hospital Director of Education.

[b] Instruct the Vendor to send the original criminal background check findings directly to RWJBarnabas Health Corporate Security.

[c] Obtain and send any further relevant supporting documentation related to the criminal history to RWJBarnabas Health Corporate Security.

[d] Abide by the final determination regarding their placement from an Interdisciplinary Criminal Background Check Review Committee of RWJBarnabas Health

- j. To agree to satisfy the Joint Commission Addendum set forth on the attached Exhibit A.

4. HOSPITAL RESPONSIBILITIES

- a. To participate in joint evaluation of the effectiveness of the clinical experiences through meetings and/or written evaluations of the students and faculty.
- b. To provide the necessary supplies, facilities (including lockers when available), use of the library, 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 plant, facilities, policies, and procedures for the School’s faculty and students.
- d. To provide emergency care for students in case of illness or accident. However, the Hospital shall not be responsible for any further care. 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 School shall be promptly be notified of any such occurrence. The student shall be responsible for payment of any medical expenses incurred.

- e. To allow students and faculty to use the dining facilities, if available, but the cost of meals will be paid by the individual at established rates.
- f. The Hospital will inform the School of any withdrawal of accreditation status.

5. MUTUAL OBLIGATIONS

The parties hereto mutually agree that:

- a. The Hospital shall at all times retain sole responsibility for all patient care, and the extent of participation of the student in assisting with or observing patient care.
- b. Responsibility for planning the clinical experience in the Hospital will be jointly shared by the Hospital's staff and the School's instructors, subject at all times to the policies, rules, and regulations of the Hospital.
- c. Upon mutual consent of the Hospital and the School, a student of the School may be assigned to any facilities or programs within the Hospital.
- d. Student curriculum, attendance, and scheduling shall be under the direction of the School so long as they do not conflict with the Hospital's policies, rules, and regulations.
- e. Students are not employees of either party during the hours in which they participate in this program.
- f. The student of the School will start his/her clinical experience program as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of the School and the Hospital.
- g. The parties will routinely and openly discuss philosophies, identify policy and program needs and cooperate with each other to carry out the intent of this Agreement.

6. REGULATORY COMPLIANCE

- a. The School and the Hospital agree that each shall comply with all applicable requirements of Municipal, County, State and Federal authorities, all applicable Municipal and County ordinances and regulations, and all applicable State and Federal statutes and regulations now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matters of this Agreement. These include, without limitation: regulatory and

statutory requirements and any and all applicable requirements under any State fair employment practices or similar laws declaring discrimination in employment based upon race, color, creed, religion, sex, sexual preference, or national origin as illegal and, if applicable, *Title VII of the Civil Rights Act of 1964* or any applicable rule or regulation promulgated pursuant to any such laws herein above described.

- b. The School shall ensure that each student and faculty member assigned to the Hospital shall receive, read, understand and shall abide by the RWJBarnabas Health Code of Conduct. In addition, the School shall ensure that all such individuals agree to complete one (1) hour of general compliance training and one (1) hour of documentation training as required by the Hospital from time to time. The School shall require all such individuals to certify completion of such activities as requested by the Hospital.
- c. The School shall ensure that each student and faculty member assigned to the Hospital certifies that he or she: (i) has not been convicted of a criminal offense that falls within the ambit of 42 USC 1320a-7(a) (*i.e.*, any conviction relating to the Medicare or Medicaid program, patient abuse, felony conviction relating to health care fraud or felony conviction relating to controlled substances), and (ii) is not currently excluded, debarred, suspended or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or non-procurement programs.

7. INSURANCE

- a. 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 participation 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, \$500,000 for property damage and \$3,000,000 in the aggregate. In addition, the student shall provide professional liability insurance in the same amounts.

Said General Liability policies shall name the Hospital as an additional insured and shall provide that the insurance company will not cancel said policy of insurance without providing the Chief Executive Officer of the Hospital thirty (30) days advance written notice thereof.

The School shall comply with any and all requirements under the Workers Compensation laws of the State of New Jersey with respect to coverage for School faculty members and employees in connection with their activities under this agreement.

School shall submit to Hospital prior to the effective date of this Agreement a copy of a policy or a Certificate of Insurance evidencing School's compliance with the terms of this Agreement. A Copy of the Certificates of Insurance evidencing the aforesaid coverage shall be attached to this agreement as **Exhibit B**.

- b. During the term of this Agreement, the Hospital shall at all times maintain Professional Liability Insurance including coverage for any acts of negligence of its officers or employees with respect to any liability arising out of their participation in the program in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate per year and general liability coverage with limits of \$1,000,000 for personal injury, \$500,000 for property damage and \$3,000,000 in the aggregate.

Said General Liability policies shall name the School as an additional insured and shall provide that the insurance company will not cancel said policy of insurance without providing the Chief Executive Officer of the School thirty (30) days advance written notice thereof.

The Hospital shall comply with any and all requirements under the Workers Compensation laws of the State of New Jersey with respect to coverage for Hospital employees in connection with their activities under this agreement.

Hospital shall submit to School prior to the effective date of this Agreement a copy of a policy or a Certificate of Insurance evidencing Hospital's compliance with the terms of this Agreement. A Copy of the Certificates of Insurance evidencing the aforesaid coverage shall be attached to this Agreement as Exhibit C.

8. INDEPENDENT CONTRACTOR

Both the Hospital and the School are independent contractors. It is not intended that an employer/employee, joint venture, or partnership agreement be established hereby expressly or by implication between the Hospital and the School. Rather, in discharging all duties and obligation hereunder, the Hospital shall at all times be in and remain an independent contractor relationship with the School.

Neither the Hospital nor the School is authorized or permitted to act as an agent or employee of the other. Nothing in this agreement shall in any way alter the freedom enjoyed by either Hospital or School, nor shall it in any way alter the control of the management, operation, and affairs of either Hospital or School; it being the intent of this agreement that Hospital and School shall maintain separate and independent management, and each has full, unrestricted authority and responsibility regarding its organization and structure.

Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other party to this agreement.

9. CONFIDENTIALITY

Both the School and the Hospital shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time, including standards of the Joint Commission, and medical record policies and guidelines established and approved by the Hospital, which shall be made available to the students.

10. NO WAIVER

The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder.

11. ENTIRE AGREEMENT

This agreement supersedes any and all other agreements either oral or in writing between the parties with respect to the services of the Hospital for School, and this agreement contains all of the covenants and agreements between the parties with respect to this agreement for services. The parties agree that no oral representations or written representations, other than contained herein, were relied on by the parties, or form additional terms of this agreement.

12. MODIFICATION

Hospital or School may from time to time request changes in the scope of the service to be performed hereunder. Such changes shall be valid only if incorporated as a written amendment to this Agreement.

13. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

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 Hospital:

Clara Maass Medical Center
One Clara Maass Drive
Belleville, NJ 07109
Attn: President and CEO

With a copy to:

David A. Mebane, Esq.
General Counsel
RWJBarnabas Health
95 Old Short Hills Road
West Orange, NJ 07052

As to School:

Hudson Community College
70 Sip Avenue
Jersey City, New Jersey 07306
Attn: Catherine Sirangelo-Elbadawy
Dean, School of Nursing and Health Professions

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized officers or representatives as of the date first written above.

ATTEST:

Date: _____

HOSPITAL:

By: _____

Mary Ellen Clyne, Ph.D.

President and CEO

ATTEST:

Date: _____

SCHOOL:

By: _____

Christopher M. Reber, Ph.D.

College President

Exhibit A

JOINT COMMISSION ADDENDUM

In addition to the obligations set forth in the foregoing Affiliation Agreement, Hospital and School agree to the following as though set forth at length therein:

1. The Hospital will provide oversight of contractual services to ensure that care, treatment and services provided directly to patients is safe, effective, efficient, and of the same level of high quality as services provided directly by the Hospital. School will cooperate with Hospital's oversight activities.

2. The School shall meet the performance-based expectations, goals, objectives and benchmarks as set forth in the Agreement and as follows:

(a) Ensure that students have met the Hospital's health requirements, as stated on the Academic Facility Attestation Student Placement Form.

(b) Ensure that students have met the Hospital's criminal background check requirements.

(c) Ensure that the School and their students shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time, including standards of The Joint Commission, and medical record policies and guidelines established and approved by the Hospital, which shall be made available to the students.

3. To the extent applicable to the services provided by the School, the School and its individual students shall comply with the National Patient Safety Goals, participate in the Hospital's medical error reduction reporting process, and participate in other Hospital efforts related to patient safety.

4. The School and Hospital will establish an open line of communication. Each party will appoint an individual to act as a liaison to the other party, to address such matters as customer service issues, patient complaints, and/or staff concerns related to quality and/or safety in order to improve patient care and services provided in the Hospital. The titles of the initial liaison appointed by each party are _____ and the President and CEO or his or her designee for the Hospital.

5. The School and each individual student shall disclose all actual or potential conflicts of interest with the Hospital, prior to execution of this agreement and thereafter as they arise, on forms acceptable to the Hospital.

6. The School will participate in the Hospital's risk management and/or patient safety programs as requested by Hospital.

7. The School and its student(s) will cooperate with the Hospital in conducting performance improvement for both Hospital and School activities. The Hospital may

establish performance indicators and thresholds to measure expected levels of performance, which will be conveyed to the School.

8. The School will only assign qualified, competent students to provide participate under this Affiliation Agreement. Each individual student shall have any and all applicable education, licenses, qualifications, training and experience necessary under the Agreement. Individual School students shall only participate as designated by the Hospital to the individual. The School will provide to the Hospital, upon request, on the same business day, any information as needed to substantiate individual student qualifications.

9. All School students will complete a Hospital orientation program prior to commencing to provide services under the Agreement. The School shall conduct periodic performance evaluations of School students, and all individuals providing services under the Agreement shall have a current, satisfactory performance evaluation and shall remain clinically competent. School students shall participate in annual mandatory education with topics as required for New Jersey Department of Health and Senior Services and Joint Commission purposes. The School and the Hospital shall collaborate to ensure that School students participate in all mandatory educational programs sponsored by the Hospital that are applicable to the School student's role and responsibility.

10. In providing services pursuant to the Agreement, the School and its individual students shall comply with all applicable Hospital policies, procedures, rules and regulations, as well as with all state, local and federal laws, rules and regulations.

11. This Addendum has been approved by the parties in accordance with their respective policies and procedures.

RWJBARNABAS HEALTH, INC.

AFFILIATION AGREEMENT

This agreement made as of the **1st day of September** in the year **2025**

between the Hospital, **COOPERMAN BARNABUS MEDICAL CENTER**, an affiliate
Name of Hospital ("Hospital")
of RWJBarnabas Health, Inc., and the School:

HUDSON COUNTY COMMUNITY COLLEGE

Name of School, College, University ("School")

NURSING PROGRAM ("PROGRAM")

In consideration of the mutual promises hereinafter contained, the Hospital and School agree as follows:

1. TERM

This Agreement shall be for a period commencing on **September 1st, 2025** and continuing
Start Date
until **September 1st, 2027**.
End Date

This Agreement shall be reviewed at the end of the term stated herein, and may be renewed at the end of the stated period by a new written agreement of both parties for such additional time as the parties determine.

Either party hereto 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 of termination by either party, students then participating in the Program shall be permitted to complete the semester.

The Hospital may immediately terminate a student(s) participation at the clinical site established under this agreement, if the Hospital, in its sole discretion, believes that the continued participation of a student is unsafe, disruptive, detrimental to the Hospital or patient care, or otherwise not in conformity with Hospital standards, policies, procedures, or health requirements. Hospital shall be responsible for its decision to terminate a student(s) participation at the clinical site.

2. EXHIBITS

Attached to this agreement and made a part hereof are the following:

- **Exhibit A:** Joint Commission Addendum
- **Exhibit B:** School's Certificate of Insurance
- **Exhibit C:** Hospital's Certificate of Insurance

3. SCHOOL RESPONSIBILITIES

The School as the sponsoring agency agrees:

- a. To assume full responsibility for the planning and the execution of the curriculum for its students including the administration, curriculum content, and faculty appointments.
- b. To assure that all instructors possess a current, valid License to practice 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 maintain a student to instructor ratio not to exceed 10 to 1.
- f. To assure that students conform to the rules, regulations, and policies of the Hospital. These rules, regulations and policies will be available and reviewed with the students/faculty by the Hospital.
- g. To verify correct completion of all patient care records and co-sign all student documentation during the clinical experience.
- h. To assure that students engaged in observational experiences do not perform direct-care activities and that such students have signed Observation Agreements provided by the Hospital.
- i. To assure by providing written documentation from the School that a criminal background check has been conducted with respect to each student or faculty, in accordance with Hospital policy. The criminal background check Vendor (“Vendor”) shall be selected by the School and shall complete all background checks for all students or faculties who have completed Release Forms. The Clinical Liaison of the School shall review the criminal background check results and only students with satisfactory background check results will be assigned by the School for a clinical placement. In addition, the School shall ensure that they or their selected Vendor shall:
 - (1) The criminal background check (“CBC”) shall cover all county, state and federal databases that produce records of any felonies, convictions, subpoenas, and/or warrants. The CBC shall in any event be in form and content acceptable to Hospital. Hospital reserves the right to reject the CBC and to request that the CBC be redone, provided that Hospital shall provide the reason or reasons why such CBC was rejected. The School

agrees that their choice of criminal background check vendor (“Vendor”) must meet the requirements stated in this section.

- (2) Only students or faculty with satisfactory background check results, including but not limited to stating no criminal history, will be assigned by the School for a clinical placement at any RWJBarnabas Health facility.
- (3) Background checks shall be repeated every three (3) years for students or faculty continuing as clinical affiliates.
- (4) If a School and/or student believes that the results of their criminal background check require reconsideration and an individual review by RWJ Barnabas Health, the School shall:

[a] Obtain the signed RWJBarnabas Health Release Form from the student or faculty and send the Release Form to the Hospital Director of Education.

[b] Instruct the Vendor to send the original criminal background check findings directly to RWJBarnabas Health Corporate Security.

[c] Obtain and send any further relevant supporting documentation related to the criminal history to RWJBarnabas Health Corporate Security.

[d] Abide by the final determination regarding their placement from an Interdisciplinary Criminal Background Check Review Committee of RWJBarnabas Health.

- j. To agree to satisfy the DNV Addendum set forth on the attached **Exhibit A**.

4. HOSPITAL RESPONSIBILITIES

- a. To participate in joint evaluation of the effectiveness of the clinical experiences through meetings and/or written evaluations of the students and faculty.
- b. To provide the necessary supplies, facilities (including lockers when available), use of the library, and supervision as may be required to ensure quality education for the students without impairing quality patient care.
- c. To provide an orientation of its plant, facilities, policies, and procedures for the School’s faculty and students.
- d. To provide emergency care for students in case of illness or accident. However, the Hospital shall not be responsible for any further care. 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 School shall be

promptly be notified of any such occurrence. The student shall be responsible for payment of any medical expenses incurred.

- e. To allow students and faculty to use the dining facilities, if available, but the cost of meals will be paid by the individual at established rates.
- f. The Hospital will inform the School of any withdrawal of accreditation status.

5. MUTUAL OBLIGATIONS

The parties hereto mutually agree that:

- a. The Hospital shall at all times retain sole responsibility for all patient care, and the extent of participation of the student in assisting with or observing patient care.
- b. Responsibility for planning the clinical experience in the Hospital will be jointly shared by the Hospital's staff and the School's instructors, subject at all times to the policies, rules, and regulations of the Hospital.
- c. Upon mutual consent of the Hospital and the School, a student of the School may be assigned to any facilities or programs within the Hospital.
- d. Student curriculum, attendance, and scheduling shall be under the direction of the School so long as they do not conflict with the Hospital's policies, rules, and regulations.
- e. Students are not employees of either party during the hours in which they participate in this program.
- f. The student of the School will start his/her clinical experience program as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of the School and the Hospital.
- g. The parties will routinely and openly discuss philosophies, identify policy and program needs and cooperate with each other to carry out the intent of this Agreement.

6. REGULATORY COMPLIANCE

- a. The School and the Hospital agree that each shall comply with all applicable requirements of Municipal, County, State and Federal authorities, all applicable Municipal and County ordinances and regulations, and all applicable State and Federal statutes and regulations now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matters of this Agreement. These include, without limitation: regulatory and statutory requirements and any and all applicable requirements under any State

fair employment practices or similar laws declaring discrimination in employment based upon race, color, creed, religion, sex, sexual preference, or national origin as illegal and, if applicable, *Title VII of the Civil Rights Act of 1964* or any applicable rule or regulation promulgated pursuant to any such laws herein above described.

- b. The School shall ensure that each student and faculty member assigned to the Hospital shall receive, read, understand and shall abide by the RWJ Barnabas Health Code of Conduct. In addition, the School shall ensure that all such individuals agree to complete one (1) hour of general compliance training and one (1) hour of documentation training as required by the Hospital from time to time. The School shall require all such individuals to certify completion of such activities as requested by the Hospital.
- c. The School shall ensure that each student and faculty member assigned to the Hospital certifies that he or she: (i) has not been convicted of a criminal offense that falls within the ambit of 42 USC 1320a-7(a) (*i.e.*, any conviction relating to the Medicare or Medicaid program, patient abuse, felony conviction relating to health care fraud or felony conviction relating to controlled substances), and (ii) is not currently excluded, debarred, suspended or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or non-procurement programs.

7. INSURANCE

- a. 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 participation 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, \$500,000 for property damage and \$3,000,000 in the aggregate. School does not provide insurance for its students. Instead, it requires that students provide their own professional liability insurance, on an occurrence basis, in the amounts of two million dollars (\$2,000,000) per occurrence and four million (\$4,000,000) in aggregate.

Said General Liability policies shall name the Hospital as an additional insured and shall provide that the insurance company will not cancel said policy of insurance without providing the Chief Executive Officer of the Hospital thirty (30) days advance written notice thereof.

The School shall comply with any and all requirements under the Workers Compensation laws of the State of New Jersey with respect to coverage for School faculty members and employees in connection with their activities under this agreement.

School shall submit to Hospital prior to the effective date of this Agreement a copy of a policy or a Certificate of Insurance evidencing School's compliance with the terms of this Agreement. A Copy of the Certificates of Insurance evidencing the aforesaid coverage shall be attached to this agreement as **Exhibit B**.

- b. During the term of this Agreement, the Hospital shall at all times maintain Professional Liability Insurance including coverage for any acts of negligence of its officers or employees with respect to any liability arising out of their participation in the program in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate per year and general liability coverage with limits of \$1,000,000 for personal injury, \$500,000 for property damage and \$3,000,000 in the aggregate.

Said General Liability policies shall name the School as an additional insured and shall provide that the insurance company will not cancel said policy of insurance without providing the Chief Executive Officer of the School thirty (30) days advance written notice thereof.

The Hospital shall comply with any and all requirements under the Workers Compensation laws of the State of New Jersey with respect to coverage for Hospital employees in connection with their activities under this agreement.

Hospital shall submit to School prior to the effective date of this Agreement a copy of a policy or a Certificate of Insurance evidencing Hospital's compliance with the terms of this Agreement. A Copy of the Certificates of Insurance evidencing the aforesaid coverage shall be attached to this Agreement as **Exhibit C**.

8. INDEPENDENT CONTRACTOR

Both the Hospital and the School are independent contractors. It is not intended that an employer/employee, joint venture, or partnership agreement be established hereby expressly or by implication between the Hospital and the School. Rather, in discharging all duties and obligation hereunder, the Hospital shall at all times be in and remain an independent contractor relationship with the School.

Neither the Hospital nor the School is authorized or permitted to act as an agent or employee of the other. Nothing in this agreement shall in any way alter the freedom enjoyed by either Hospital or School, nor shall it in any way alter the control of the management, operation, and affairs of either Hospital or School; it being the intent of this agreement that Hospital and School shall maintain separate and independent management, and each has full, unrestricted authority and responsibility regarding its organization and structure.

Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other party to this agreement.

9. CONFIDENTIALITY

Both the School and the Hospital shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time, including standards of the DNV, and medical record policies and guidelines established and approved by the Hospital, which shall be made available to the students.

10. NO WAIVER

The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder.

11. ENTIRE AGREEMENT

This agreement supersedes any and all other agreements either oral or in writing between the parties with respect to the services of the Hospital for School, and this agreement contains all of the covenants and agreements between the parties with respect to this agreement for services. The parties agree that no oral representations or written representations, other than contained herein, were relied on by the parties, or form additional terms of this agreement.

12. MODIFICATION

Hospital or School may from time-to-time request changes in the scope of the service to be performed hereunder. Such changes shall be valid only if incorporated as a written amendment to this Agreement.

13. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

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 Hospital:

Jersey City Medical Center
355 Grand Street
Jersey City, NJ 07302
Attn: President and CEO

With a copy to:

David A. Mebane, Esq.
General Counsel
RWJBarnabas Health
95 Old Short Hills Road
West Orange, NJ 07052

As to School:

Hudson Community College
70 Sip Avenue
Jersey City, NJ 07306
Attn: Catherine Sirangelo-Elbadawy
Dean, School of Nursing and Health Professions

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized officers or representatives as of the date first written above.

ATTEST:

Date: _____

HOSPITAL:

By: _____

Name: _____

Title: _____

ATTEST:

Date: _____

SCHOOL:

By: _____

Christopher M. Reber, Ph.D.
College President

Exhibit A

JOINT COMMISSION ADDENDUM

In addition to the obligations set forth in the foregoing Affiliation Agreement, Hospital and School agree to the following as though set forth at length therein:

1. The Hospital will provide oversight of contractual services to ensure that care, treatment and services provided directly to patients is safe, effective, efficient, and of the same level of high quality as services provided directly by the Hospital. School will cooperate with Hospital's oversight activities.

2. The School shall meet the performance-based expectations, goals, objectives and benchmarks as set forth in the Agreement and as follows:

(a) Ensure that students have met the Hospital's health requirements, as stated on the Academic Facility Attestation Student Placement Form.

(b) Ensure that students have met the Hospital's criminal background check requirements.

(c) Ensure that the School and their students shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time, including standards of The Joint Commission, and medical record policies and guidelines established and approved by the Hospital, which shall be made available to the students.

3. To the extent applicable to the services provided by the School, the School and its individual students shall comply with the National Patient Safety Goals, participate in the Hospital's medical error reduction reporting process, and participate in other Hospital efforts related to patient safety.

4. The School and Hospital will establish an open line of communication. Each party will appoint an individual to act as a liaison to the other party, to address such matters as customer service issues, patient complaints, and/or staff concerns related to quality and/or safety in order to improve patient care and services provided in the Hospital. The titles of the initial liaison appointed by each party are _____ and the President and CEO or his or her designee for the Hospital.

5. The School and each individual student shall disclose all actual or potential conflicts of interest with the Hospital, prior to execution of this agreement and thereafter as they arise, on forms acceptable to the Hospital.

6. The School will participate in the Hospital's risk management and/or patient safety programs as requested by Hospital.

7. The School and its student(s) will cooperate with the Hospital in conducting performance improvement for both Hospital and School activities. The Hospital may

establish performance indicators and thresholds to measure expected levels of performance, which will be conveyed to the School.

8. The School will only assign qualified, competent students to provide participate under this Affiliation Agreement. Each individual student shall have any and all applicable education, licenses, qualifications, training and experience necessary under the Agreement. Individual School students shall only participate as designated by the Hospital to the individual. The School will provide to the Hospital, upon request, on the same business day, any information as needed to substantiate individual student qualifications.

9. All School students will complete a Hospital orientation program prior to commencing to provide services under the Agreement. The School shall conduct periodic performance evaluations of School students, and all individuals providing services under the Agreement shall have a current, satisfactory performance evaluation and shall remain clinically competent. School students shall participate in annual mandatory education with topics as required for New Jersey Department of Health and Senior Services and Joint Commission purposes. The School and the Hospital shall collaborate to ensure that School students participate in all mandatory educational programs sponsored by the Hospital that are applicable to the School student's role and responsibility.

10. In providing services pursuant to the Agreement, the School and its individual students shall comply with all applicable Hospital policies, procedures, rules and regulations, as well as with all state, local and federal laws, rules and regulations.

11. This Addendum has been approved by the parties in accordance with their respective policies and procedures.

AFFILIATION AGREEMENT

This Affiliation Agreement (“**Agreement**”) is made on/about this 1st day of September, 2025 by and between **Hudson County Community College, located at 70 Sip Avenue, Jersey City, New Jersey, 07306 (“College”)** and **Hoboken University Medical Center located at 308 Willow Avenue, Hoboken, NJ 07030 (“Hospital”)**.

RECITALS:

- A. College offers a Registered Nursing Program.
- B. Hospital operates a comprehensive inpatient acute care facility licensed in the State of New Jersey (“**State**”).
- C. College desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in an acute care facility.
- D. Hospital has agreed to undertake training activities and to make its facility available to identified students of College for such purposes.

Now, Therefore, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. **Responsibilities of College.**

a. **Clinical Program.** To the extent permit by law and without waiving and defenses, including governmental immunity, College shall be responsible for the implementation and operation of the clinical component of its program at Hospital (“**Program**”), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following (i) orientation of students to the clinical experience at Hospital; (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital; (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital; (iv) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information; (v) supervision of students and their performance at Hospital; (vi) participation, with the students, in Hospital’s Quality Assurance and related programs; and (vii) performance of such other duties as may from time to time be agreed to between College and Hospital. The College warrants that each student is enrolled in the College as a nursing student and has completed the educational prerequisites to qualify them for participation in the rotation.

All students, faculty, employees, agents and representatives of College participating in the Program while on Hospital premises (“**Program Participants**”) shall be accountable to Hospital’s Administrator. College shall be responsible for causing all Program Participants to comply with the terms of this Agreement; with local, state and federal laws and regulations; with accreditation requirements; and with all Hospital policies and procedures. In the event of a conflict between the practices, policies and/or procedures of the College and the Hospital, the Hospital’s practices, policies and procedures will prevail.

b. **Student Statements.** College shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as **Exhibit A**, and a Statement of Confidentiality in the form attached hereto as **Exhibit B**.

AFFILIATION AGREEMENT

c. **Health of Program Participants.** College shall ensure that Program Participants meet all applicable local, state and federal health requirements. College shall provide to Hospital satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to his or her participation in the Program. Such evidence shall include without limitation the completion of a tuberculin skin test (within the last six months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, negative drug screening, physical examination, proof of rubella, and rubeola immunity by positive antibody titers or 2 doses of MMR, flu shot, and evidence of completion of the series of three hepatitis B vaccinations (if required by applicable law or Hospital policy). College and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. College shall provide to Hospital proof of Health Insurance coverage for each program participant. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

d. **Dress Code; Meals.** College shall require the students assigned to Hospital to dress in accordance with dress and personal appearance standards approved by College. Such standards shall be in accordance with Hospital's standards regarding same. Program Participants shall pay for their own meals at Hospital.

e. **Performance of Services.** All faculty provided by College shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. College shall have a specially designated staff for the performance of the services specified herein. College and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of College as may be in effect from time to time. Neither College nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

f. **OSHA Compliance.** College shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. College's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

AFFILIATION AGREEMENT

g. **Training.** Prior to a student's first assignment at Hospital, the assignment of a College employee, agent or representative to work at Hospital or the first date of service (after the Effective Date) of a faculty member at Hospital, College shall require that the individual receive training regarding Hospital's patient information privacy policies and practices, through materials or web-based training which will be provided to College by Hospital and achieve a passing score (as defined by Hospital from time to time) on a set of questions following the training. College shall maintain training records for a minimum of six years, including, without limitation, the names of those students, College employees, agents, representatives and faculty members that participated in the training, date and time of the training and the score that each received on the questions at the end ("**Training Records**"). Further, College shall make the Training Records available to Hospital promptly, and without charge, upon Hospital's request.

h. **Background Verifications.** College shall provide Hospital with a description of its background investigation processes, shall attest to Hospital College has completed a background check for each Program Participant in the form attached hereto as **Exhibit C**, and disclosed to Hospital any positive findings for a Program Participant to the extent permitted by law and shall provide Hospital or its designee access to the background screening results upon reasonable notice. A background check will be considered "completed" if it includes, at a minimum, all of the following elements: (1) 7 year criminal background check in current and previous counties of residence and employment, (2) confirmation that the Program Participant is not listed as sexual offender and, if requested by Hospital, in any child abuse registry (3) evidence that the Program Participant is eligible to participate in all federal and state health programs and verification that the Program Participant is not on the OIG or GSA exclusion list and (4) any other element required by Hospital to meet state or federal law requirements. Hospital shall have the right to require the withdrawal of any Program Participant in the event that Program Participant fails to meet the standards established by Hospital for acceptable background.

i. **Drug Screens.** Drug testing of students will only be performed in the event of reasonable suspicion and/or post incident. The screen will be conducted at the facility in which the student is attending.

2. **Responsibilities of Hospital.**

a. Hospital shall cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by College and Hospital, to observe and assist in various aspects of acute care patient care. Hospital shall coordinate College's rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

b. Upon the request of College, Hospital shall assist College in the evaluation of each Program Participant's performance in the Program. However, College shall at all times remain solely responsible for the evaluation and grading of Program Participants.

AFFILIATION AGREEMENT

3. **Mutual Responsibilities.** The parties shall cooperate to fulfill the following mutual responsibilities:

a. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Hospital or College.

b. Any appointments to faculty or staff by either the College or Hospital in furtherance of this Agreement shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. **Withdrawal of Program Participants.**

a. Hospital may immediately remove from the premises or deny access to any Program Participant who poses an immediate threat or danger to personnel or patients or to the quality of medical services or for unprofessional or disruptive behavior. Hospital shall be responsible for its decision to remove and Program Participant from the premises or to deny access to any Program Participant.

b. Hospital may request College to withdraw or dismiss a Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's sole discretion, is disruptive, unprofessional or detrimental to Hospital and/or its patients or has violated any local, state or federal laws or regulations. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the provisions of Subsection 4.a. above, it is understood that only College can dismiss the Program Participant from the Program at Hospital. Notwithstanding anything to the contrary set forth in this Agreement, Hospital shall be responsible in the event it exercises its sole discretion to require the withdrawal or dismissal of a Program Participant from the Program at the Hospital.

5. **Independent Contractor.** The parties hereby acknowledge that they are independent contractors, and neither the College nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Hospital. Nor shall the Hospital, not any of its agents, representatives, or employees be considered as agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. Each party shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

6. **Non-Discrimination.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

7. **Confidentiality.**

a. **Hospital Information.** College recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, College and

AFFILIATION AGREEMENT

Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. College agrees that neither College nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express

prior written consent, except in connection with the performance of College's and Program Participant's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public.

b. **Terms of Agreement.** Except for disclosure to College's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), neither College nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to College.

c. **Privacy of Health Information.** College acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the privacy and security provisions of Public Law 111-005, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("ARRA"), also known as Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "**Regulations**"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the student's training program for hospital's training program purposes. A student shall not disclose Protected Health Information to College or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R. § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and College that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to College or its faculty, employees, agents or representatives for College's use in evaluating the

AFFILIATION AGREEMENT

student.

College, students and other Program Participants shall not request, use, access, or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. College and Program Participants will implement appropriate

administrative, physical and technical safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. College will promptly report to Hospital any uses or disclosures, of which College or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that College contracts with any agents or independent contractors to whom College provides Protected Health Information, College shall include provisions in such agreements pursuant to which College and such agents or independent contractors agree to the same restrictions and conditions that apply to College with respect to Protected Health Information. College will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations.

In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from College or a Program Participant, College or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from College or a Program Participant, then College shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. Further, College or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in College's or Program Participant's possession.

College will document all disclosures of Protected Health Information as may be reasonably necessary for the Hospital to respond to a request for an accounting of disclosures of Protected Health Information. If College or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then College or the Program Participant shall within five days forward the request to Hospital. College shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of College's disclosures. If Hospital determines that the request is a request for an accounting of College's disclosures and College is a Covered Entity (as defined in 45 C.F.R. § 160.103), then College shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then College and Program Participants shall within 10 days forward any information in College's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528.

College agrees that, if it or a Program Participant has a legal obligation to disclose any

AFFILIATION AGREEMENT

Protected Health Information (e.g., subpoena, court order, etc.), it will notify Hospital promptly after it learns of such obligation. If Hospital or the individual objects to the release of such Protected Health Information, College will allow Hospital and/or the individual to exercise any legal rights or remedies Hospital and/or the Individual might have to object to the release of the Protected Health Information, and College agrees to provide such assistance to Hospital and the individual, as they may reasonably request in connection therewith.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by College or Hospital by virtue of this Subsection.

e. **Audit.** College shall, within five business days of a written request from Hospital, make available during normal business hours at College or Hospital (location to be chosen by College) all records, books, agreements, systems, policies and procedures relating to the use or disclosure of Protected Health Information for the purpose of allowing Hospital to audit and determine College's compliance with this Section 7. If Hospital discovers any violation of this Section 7, College shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

f. **Survival.** The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. **Insurance.**

a. College shall secure and maintain at all times during the Term, at their sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by College may be afforded via commercial insurance or self-insurance at state law limits.

b. College shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure health insurance coverage. If Program Participants (students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital.

c. College shall secure and maintain at all times during the Term, at its sole expense, professional liability insurance (medical malpractice) covering College and its employees. College shall either provide coverage on behalf of Program Participants (including students) or require Program Participants (including students) to secure such coverage. If Program Participants (including students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by College and/or Program Participants may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 aggregate. Upon Hospital's request, College shall provide a certificate of insurance evidencing such coverage.

Such insurance shall not be cancelable except upon 30 days' prior written notice to the Hospital. Such coverage shall be primary and non-contributory. This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, College hereby agrees that prior to the effective date of termination of insurance coverage, College shall purchase, at its sole expense, either a replacement policy annually thereafter having

AFFILIATION AGREEMENT

a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the current coverage or prior to termination of this Agreement. Upon Hospital's request, College shall provide a certificate of insurance evidencing such coverage.

9. **Term.** The term of this Agreement ("**Term**"), shall be two (2) year(s) commencing on the Effective Date unless either party provides the other with written notice of termination as provided herein.

10. **Termination.** Either party may terminate this Agreement at any time without cause upon at least one hundred twenty (120) days' prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination who have complied with the requirements of this Agreement shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed one hundred twenty (120) days'.

11. **Entire Agreement.** This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

12. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

13. **Exclusion Lists Screening.** College shall screen all Program Participants and all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("**Screened Persons**") against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at <http://www.oig.hhs.gov>), and (b) the General Services Administration's List of Parties Excluded from Federal Programs (available through the Internet at <http://www.epls.gov>) (collectively, the "**Exclusion Lists**") to ensure that none of the Screened Persons (y) are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, or (z) have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an "**Ineligible Person**"). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, College shall immediately notify Hospital of the same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.

14. **Indemnification.** The College shall indemnify and defend Hospital and its directors,

AFFILIATION AGREEMENT

officers, employees, medical staff, and agents from and against all third-party claims, demands, damages, expenses or liabilities (including reasonable attorneys' fees) solely to the extent arising from or in connection with the negligence or breach of contract of Program Participants or the College under this Agreement. Hospital shall indemnify and defend College and its directors, officers, employees, faculty, agents and Program Participants from and against all third-party claims, demands, damages, expenses or liabilities (including reasonable attorneys' fees) solely to the extent arising from or in connection with the negligence or breach of contract of Hospital, its employees, medical staff, representatives and/or agents.

15. **Miscellaneous.** This Agreement may not be assigned by either party but will be binding on the successors of Hospital and College. This Agreement shall be governed by and construed in accordance with the law of the state of New Jersey. The Agreement does not create any rights including, without limitation, any third-party rights, in any other individual (including any student) or entity that is not a party to the Agreement.

HOBOKEN UNIVERSITY MEDICAL CENTER

By: _____

Name: _____

Title: _____

Date: _____

HUDSON COUNTY COMMUNITY COLLEGE

By: _____

Name: _____

Title: _____

Date: _____

AFFILIATION AGREEMENT

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of **Hoboken University Medical Center** (“**Hospital**”), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the undersigned while participating in the Program operated by **Hudson County Community College** (“**College**”) at Hospital unless such injury or loss arises solely out of Hospital’s gross negligence or willful misconduct.

Dated this day of , 20 .

Program Participant

Witness _____

AFFILIATION AGREEMENT

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal law and the Agreement between **Hudson County Community College** (“College”) and **Hoboken University Medical Center** (“Hospital”), to keep confidential any information regarding Hospital patients and proprietary information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel for the purposes of treatment any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Hospital, except as required by law or as authorized by Hospital. The undersigned has read the Agreement and understands the provisions applicable to the undersigned including, without limitation, the privacy and security provisions relating to patient Protected Health Information. The undersigned understands that a student may only disclose confidential information about a Hospital patient for treatment purposes to other health care providers involved in the patient’s treatment or to Hospital’s workforce members involved in the student’s training program. The undersigned agrees to comply with any patient information privacy policies and procedures of the College and Hospital. The undersigned further acknowledges that he or she has been educated regarding Hospital’s patient information privacy practices in its entirety and has had an opportunity to ask questions regarding Hospital’s and College’s privacy policies and procedures and privacy practices.

Dated this day of , 20 .

Program Participant

Witness _____

EXHIBIT C

HEALTH AND BACKGROUND SCREENING ATTESTATION

**Hudson County Community College
("College")**

Health of Program Participants. College affirms the Program Participant(s) listed below have completed the following health screenings or documented health status as follows:

1. Tuberculin skin test within the past 12 months or documentation as a previous positive reactor or a chest x-ray taken within the past 12 months; and
2. Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
3. Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
4. Proof of Hepatitis B immunization or completion of a certification of declination of vaccine, if patient contact is anticipated.
5. Other: _____

Background Checks. College has conducted a retrospective background check on all students assigned to the program and members of staff/faculty responsible for supervision and/or instruction prior to their participation in clinical activities. Unless Hospital is notified in writing, all background checks are negative. The background check included the following:

1. Social Security number verification.
2. Criminal Search (7 years)
3. Violent Sexual Offender & Predator registry
4. HHS/OIG/GSA
5. Other: _____

Attending Students:

1. _____
2. _____

Staff:

1. _____
2. _____

College acknowledges this information will be available to all Hospital affiliates as reasonably necessary.

College: **Hudson County Community College**

Name: _____

Title: _____

AFFILIATION AGREEMENT

This Agreement is made on September 1st, 2025, by and between Hudson County Community College (the “**College**”), located at 70 Sip Avenue, Jersey City, New Jersey 07306, and Hudson Regional Hospital (the “**Hospital**”), located at 55 Meadowlands Parkway, Secaucus, NJ 07094.

W I T N E S S E T H:

WHEREAS, the College has developed and established an approved Registered Nursing Program and desires to develop a clinical affiliation with the Hospital for purposes of providing clinical experience to students (the “**Students**”); and

WHEREAS, the Hospital operates acute care medical facilities in Hudson County and is willing to enter into this Agreement with the College in order to provide the Students an opportunity to obtain clinical experience at one or more of its facilities.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth herein, the parties agree as follows:

I. Term

This Agreement shall commence on September 1st, 2025 and terminate on September 1st, 2027 unless terminated earlier in accordance with this Agreement. This Agreement may thereafter be renewed for additional two (2) year periods upon mutual written consent of the parties.

II. Responsibilities of the College

A. The College shall assume full responsibility for Student education, including planning and executing the clinical education programs.

B. The College shall provide qualified faculty (“**Faculty**” or “**Faculty Member**”), proficient in the applicable clinical area of study, who shall assume responsibility for the overall administration of the program, including the establishment of curricula. A Faculty Member shall be available at all times, by phone or electronic means, when Students are assigned for clinical experience. The Faculty and Program Director, appointed by the Hospital, will develop mutually agreeable protocols each semester on Faculty availability. The student-faculty ratio shall not be more than ten (10) Students to one (1) Faculty Member. Further, when a Student is a nursing student, the College shall provide on-site Faculty to supervise and instruct such nursing Student at the Hospital; and the College shall ensure that a preceptor is assigned to all other Students not providing direct patient care.

C. The College shall designate one or more Clinical Coordinators (the “**Clinical Coordinators**” or “**Coordinators**”) who shall confer annually with the Hospital’s designated liaison (the “**Designated Liaison**”) and other personnel involved in the clinical program to discuss, plan and evaluate the clinical program, with input from Students. The Coordinators shall also be responsible for assuring that Faculty Members assigned comply with the rules and regulations of the Hospital, including, without limitation, the Hospital’s Corporate Compliance Program, to the extent applicable, and the Hospital’s Code of Ethics, and have received orientation to the Hospital and to their responsibilities pursuant to this Agreement.

Further, College hereby agrees to inform the College's students of the additional terms of the Hospital's Corporate Compliance Plan.

D. The College shall assign qualified Students who are concurrently enrolled in the didactic portion of their program to the Hospital for clinical experience. Notwithstanding the foregoing, the Hospital retains the sole discretion to limit the number of Students accepted based on the health and safety of the patients served by the Hospital.

E. The College shall furnish to the Hospital, at least two (2) weeks prior to the commencement of each semester: a proposed list of assignments of Students, including assignment date and times; the number, names and educational levels of Students and a list of the Faculty Members including their names, office and home phone numbers, and their degree qualifications; the clinical areas of assignment requested; course syllabus and objectives to be met. Such lists shall be subject to the Hospital's review and approval prior to the commencement of each semester.

F. All Faculty that will be on-site at the Hospital and Students must complete all orientation and training requirements as determined by the Hospital and made available online prior to the first clinical day. The College, in cooperation with the Hospital, shall orient all Students and Faculty Members to their responsibilities under this Agreement and to the rules and regulations of the Hospital. The College shall endeavor to ensure that all Students and Faculty Members comply at all times with such rules and regulations. Any Student or Faculty Member failing to comply with such rules and regulations or to otherwise meet the requirements set forth above, shall be reported by the Designated Liaison to the Clinical Coordinator. Such problem shall be evaluated jointly in conference by representatives of the College and the Hospital. Should a problem arise which, in the reasonable opinion of the Hospital, may adversely affect the safety and/or welfare of its patients, the Hospital may in its sole discretion, remove the Student or Faculty Member in question from the clinical area. Such removal shall, where practicable, be discussed in advance with the Faculty Member or Coordinator. The Student or Faculty Member may not return to the Hospital until the problem is resolved to the satisfaction of the Hospital. The Clinical Coordinator shall be responsible for resolving all such issues through communication with the Designated Liaison who, in turn, will communicate with hospital personnel and administration.

G. The College acknowledges that the condition of the patient and patient medical records contain privileged and confidential information about the patient. The College agrees that its Faculty and Students shall keep patient medical records and all information contained therein strictly confidential, and shall not disclose any such information to anyone without the Hospital obtaining prior written consent from the patient or the patient's legal guardian, health care representative or other surrogate decision maker. The College shall advise all Students and Faculty that the condition of patients and all medical records are confidential and must be treated as such. The Clinical Coordinators shall specifically advise all Students and Faculty that breaches of confidentiality shall be sufficient cause to have that person removed from participation in the clinical program, in accordance with **Section VIII** hereof.

H. Faculty Members shall: 1) arrange a planning meeting with the Program Director or Designated Liaison at least two weeks prior to the first clinical day to discuss objectives and the implementation of these objectives. This discussion will include but not be

limited to: a) method of patient assignments, b) role of Staff/involvement with Students, c) specific expectations regarding student responsibilities, including exact time Students will be on the unit, d) method of patient status report, e) special expectations/requirements of unit; 2) plan assignments with the Program Director or Designee and apprise the Program Director of the progression of learning experiences; and 3) report to the Program Director any significant change in the patient's condition as it occurs so that appropriate action may be taken. Further, when applicable to the Student, Faculty Members shall assume responsibility for: a) Patients' charts and medication records completed by a Student, countersigned by the Faculty Member responsible for overseeing the Student's work; b) the correct completion of patient care records and other service documents by the Students; and c) ensuring that Student reports are given to the Program Director at the completion of the clinical day.

I. Prior to permitting any Faculty Member (when on-site at the Hospital) or Student to begin participating in the clinical program at the Hospital, the College shall provide to the Hospital appropriate evidence regarding health screening of each Student and Faculty Member. The College shall notify the Hospital immediately in the event that the College determines that a Student or Faculty Member is no longer in good health, so as to preclude participating in the clinical program at the Hospital, and shall remove the Student or Faculty Member from the Hospital. The Hospital shall not be liable to the College, any Student or Faculty Member for any injury suffered by a Student or Faculty member arising out of, from, in connection with, or as a result of incomplete, inaccurate, false or non-disclosed information required by this section, and the College agrees to indemnify the Hospital and hold the Hospital harmless for any such injury in accordance with **Section XI** hereof.

J. Each Student submits to a background check as part of the admission requirement at College.

K. Each student submits to a drug test screening as part of the admission requirement at College

L. The College shall assume any obligations that may be imposed by the State's Workers' Compensation law in connection with injuries or disabilities sustained by reason of accident or occupational disease arising out of, or in the course of, Faculty Member's participation in the clinical program. This statement is not meant to reduce any liability or responsibility of Hospital for accidental or occupational disease due to Hospital's fault.

M. The College shall require that each Student, while in the clinical areas of the Hospital, wears the uniform required by the College unless a different particular dress is required in the clinical unit where the Student is assigned. College shall also require that all Faculty Members adhere to appropriate dress code regulations of Hospital.

N. The College shall be responsible for ensuring that each Student assigned to the clinical program has the personal equipment necessary to satisfactorily participate in the clinical program.

O. The College shall maintain accurate and complete records and reports on each Student's clinical education experience at the Hospital.

P. Faculty Member shall arrange to meet with Program Directors prior to the start of semester rotations to review the clinical guidelines, tour the unit, and to establish mutually agreeable protocols for communications between Students, Faculty Members and Hospital staff.

Q. The College shall be responsible for the cost of repairing or replacing any of the Hospital's property, which is broken or damaged solely by the negligent acts of any Student or Faculty Member. The College shall not be responsible for any repair or replacement due to normal wear and tear.

III. Responsibilities of the Hospital

A. Ultimate responsibility for the care and safety of the patient will remain with the Hospital.

B. When a Student is a Resident, the Hospital shall provide clinical instruction and supervision of the Resident Student by qualified personnel who meet the standards of recognized professional accrediting agencies or New Jersey State agencies and the stated objectives of the College. The Hospital shall designate in writing to the College the name, professional and academic credentials of staff members participating in the clinical education program.

C. The Hospital shall appoint a Program Director who shall assign a Designated Liaison who shall be responsible for the coordination and implementation of the clinical program with the College's Clinical Coordinator.

D. To the extent practicable, the Hospital shall make its clinical facilities available to the College, in order to assist the College in operating its clinical educational program for its Students, giving due consideration to the Hospital's responsibilities to deliver quality patient care and to provide clinical experience to students of other educational programs.

E. The Hospital shall make available an online orientation session for the Faculty Members involved in the clinical program. This orientation will include rules, regulations and policies of the Hospital and information required by the Occupational Safety and Health Administration ("OSHA"), U.S. Department of Labor and State of New Jersey regulations including fire safety, infection prevention and Hazards in the Workplace.

F. The Hospital shall provide emergency treatment in its Emergency Department to Students and/or Faculty Members who become ill or injured (including needle-sticks, blood or body fluid exposure) during the clinical experience. The Students or Faculty Members so treated shall be responsible for the Emergency Department charges, and for any follow-up care or treatments, which are required beyond such emergency care and the charges for same.

G. To the extent practicable, the Hospital shall permit Students and Faculty Members to use the Hospital's library, cafeteria, coffee shop, locker room and other facilities and the visitors' parking lot at the Students' own expense. Unless due to the Hospital's negligence or misconduct, the Hospital shall not be responsible for a Student's or College Faculty member's lost or stolen property, including vehicles.

H. The Hospital shall advise the College as soon as practicable and consistent with Hospital policies and regulations, if Students or Faculty Members are exposed to any contagious diseases while participating in the clinical program that were unknown at the time care was rendered by Students or Faculty.

IV. Patient Care

A. Every patient receiving medical care shall be treated with the understanding of the patient and, where necessary, of the patient's parents or guardian that she/he will be involved in the clinical educational program for the Students. The Hospital shall assume the responsibility of obtaining any necessary consent, and/or issuing any necessary notices to a patient or a patient's parents or guardian when necessary.

B. The patient care records and notes as recorded by Students and identified by the Student's signature and the College will become part of the patient's hospital record. These entries shall be reviewed and countersigned by a Faculty Member, as applicable, or as otherwise required by the Hospital.

C. The Students and/or Faculty Members shall not publish any material relative to the clinical experience without first obtaining the Hospital's prior written consent, which consent may be withheld in the Hospital's sole discretion. Similarly, the Students and/or Faculty Members shall not conduct any research projects, data collections, or data assessments relative to the clinical experience, without first obtaining the Hospital's prior written consent, which consent may be withheld in the Hospital's sole discretion. Furthermore, any such approved research projects, data collections, or data assessments must be conducted in accordance with hospital policy and procedure.

V. Status

No Student or Faculty Member shall be considered an employee, agent or servant of the Hospital, but rather such individuals shall be considered as visitors or licensees when such individuals are performing duties at the Hospital in connection with the clinical program or this Agreement. No Student or Faculty Member is entitled to any payments from the Hospital in the nature of benefits under any workmen's compensation law or disability law for any acts, illness, occurrence or event occurring in or relating to the Hospital or arising out of the clinical program.

VI. Non-Discrimination

The parties to this Agreement hereby agree that they shall not unlawfully discriminate on the basis of race, creed, color, national origin, ancestry, age, marital status, sex, handicap, disability, sexual orientation, Veteran status or other protected category in connection with this Agreement and that each shall fully comply with all applicable Federal and State statutes concerning discrimination in connection with their respective obligations pursuant to this Agreement.

VII. Policies and Procedures

The Hospital and the College shall have the right to change their respective policies and procedures in connection with the clinical program. In the event of such a change by either the College or the Hospital, the other party shall be advised in writing two (2) weeks prior to such change becoming effective. Upon receipt of such notice, the Designated Liaison and the Clinical Coordinator shall take the necessary steps to ensure that all appropriate personnel of their respective institutions are advised of the change and that steps have been taken to ensure compliance therewith.

VIII. Student Withdrawal or Dismissal from Program

The College shall withdraw any Student or Faculty Member from the clinical program when that Student or Faculty Member is unacceptable to the Hospital, in the Hospital's sole discretion, for reasons of health, performance, or other cause that is job-related. Hospital shall be responsible for its decision to require the removal of any Student or Faculty Member from the clinical program.

IX. Insurance

A. The College shall obtain and maintain professional liability coverage insuring the College and each Faculty Member involved in the clinical program by a minimum of One Million (\$1,000,000.00) Dollars per claim, and Three Million (\$3,000,000.00) Dollars in the aggregate and general liability on an occurrence basis by a minimum of One Millions Dollars (\$1,000,000.00) per claim and Two Millions Dollars (\$2,000,000.00) in the aggregate.. Upon the execution of this Agreement, and prior to the start of each semester, the College shall present the Hospital with evidence of coverage and evidence that such coverage may not be canceled or materially changed without thirty (30) days' prior written notice to the Hospital, as attached hereto as **Exhibit B**. The above limit requirements may be satisfied with one policy or with a combination of policies equal to the total limits required. In cases in which Students are required to provide their own insurance coverage, each Student shall be required to present evidence of insurance coverage prior to the start of each semester. In cases in which the College provides insurance for Faculty Members, the College shall provide the Hospital with a certificate of insurance that expressly states that College's insurance policy covers not only the College but also Faculty Members, through a self-insurance program or a third party insurer acceptable to the Hospital.

B. The Hospital will provide professional and general liability coverage for itself, its employees, agents and officers, through the Hospital's insurance program. Upon request, the Hospital shall provide the College with a letter from its Risk Management Department as evidence of such coverage.

X. Termination

This Agreement may be terminated upon a material breach by the Hospital or the College of any of its obligations under this Agreement that the breaching party fails to cure within thirty (30) days after receipt of written notice from the other party. In addition, either party may terminate this Agreement without cause upon one hundred twenty (120) days' prior written notice to the other. In the event that the Hospital terminates this Agreement

without cause prior to the completion of an academic semester, all Students assigned to a Hospital facility under this Agreement at the time of termination may continue their educational experience until the end of the then current semester.

XI. Indemnification

College agrees to indemnify, defend and hold Hudson Regional Hospital harmless for any third-party actions brought against Hospital, including but not limited to, any and all third-party claims, actions, losses, liabilities, judgements, awards, demands, causes of action, damages, costs and expenses (including reasonable attorneys' fees and expenses) resulting from or arising out of participation, instruction, or other student interaction to the extent caused by the negligence of Hudson County Community College.

Hospital agrees to indemnify, defend and hold Hudson County Community College harmless for any third-party actions brought against college, including but not limited to, any and all third-party claims, actions, losses, liabilities, judgements, awards, demands, causes of action, damages, costs and expenses (including reasonable attorneys' fees and expenses) resulting from or arising out of participation, instruction, or other student interaction to the extent caused by the negligence of Hudson Regional Hospital.

XII. Compliance with the Law

The College in connection with the performance of the provisions of this Agreement shall comply with all Federal, State and local laws, rules and regulations. The Hospital shall remain solely responsible for ensuring that any services provided to patients pursuant to this Agreement comply with all pertinent provisions of Federal, State and local statutes, rules and regulations. In the event that the performance by either party hereto of any term, covenant, condition or provision of this Agreement should jeopardize either party's licensure, either party's participation in Medicare, Medicaid or other reimbursement or payment programs, or if for any other reason said performance should be in violation of any statute, regulation, ordinance, or be otherwise deemed illegal, this Agreement shall be re-negotiated so as to eliminate the violation or non-complying aspects hereof, but without altering all other rights and obligation of the parties hereunder.

XIII. Intention of the Parties

All material matters of mutual concern to the Hospital and the College in connection with the clinical program shall be discussed by the parties as the need to do so arises. In resolving any matter, however, the parties shall be guided by the principle that the relationship between the Hospital and its patients and the care of such patients are of paramount concern.

XIV. Modification

Any modification of the terms of this Agreement shall not be effective unless in writing and signed by authorized representatives of both parties.

XV. Governing Law

This Agreement shall be governed by and construed under the laws of the State of New Jersey.

XVI. Headings

The headings contained herein are for the convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

XVII. No Waiver

Neither the failure by the parties to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise a remedy consequent upon a breach thereof, nor the acceptance of full or partial performance during the continuance of any breach by the other shall constitute a waiver of any such breach or of such covenant, agreement, term or condition.

XVIII. Notice

All notices required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing and shall be delivered by hand, by confirmed courier or by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

College:

Dr. Christopher Reber
President
Hudson County Community College Campus
70 Sip Avenue
Jersey City, NJ 07306

Hospital:

Hudson Regional Hospital
55 Meadowlands Parkway
Secaucus, NJ 07094
Telephone: (201) 392-3100
Fax: (201) 392-3218
Attention: Felicia Karsos

Assignment

This Agreement and any rights and obligations hereunder, shall not be assignable by either party without the prior written consent of the other party. Any assignment entered into without the prior written consent of the other party shall constitute a breach of this contract and shall have no legal effect. Notwithstanding the foregoing, an assignment of this Agreement to an affiliate organization or successor of either party hereto shall be permissible upon the advance written notice to the other party.

XIX. Corporate Compliance Addendum

The College and the Students shall hereby agree to comply with the Corporate Compliance Addendum, as set forth on **Exhibit C**, attached hereto and made a part hereof.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

ATTEST:

HUDSON COUNTY COMMUNITY COLLEGE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ATTEST:

HUDSON REGIONAL HOSPITAL

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

RWJBARNABAS HEALTH, INC.

AFFILIATION AGREEMENT

This agreement made as of the **1st day of September** in the year **2025**
between the Hospital, **JERSEY CITY MEDICAL CENTER**, an affiliate
Name of Hospital (“Hospital”)
of RWJBarnabas Health, Inc., and the School:

HUDSON COUNTY COMMUNITY COLLEGE

Name of School, College, University (“School”)

NURSING PROGRAM (“PROGRAM”)

In consideration of the mutual promises hereinafter contained, the Hospital and School agree as follows:

1. TERM

This Agreement shall be for a period commencing on **September 1st, 2025** and continuing
Start Date
until **September 1st, 2027.**
End Date

This Agreement shall be reviewed at the end of the term stated herein, and may be renewed at the end of the stated period by a new written agreement of both parties for such additional time as the parties determine.

Either party hereto 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 of termination by either party, students then participating in the Program shall be permitted to complete the semester.

The Hospital may immediately terminate a student(s) participation at the clinical site established under this agreement, if the Hospital, in its sole discretion, believes that the continued participation of a student is unsafe, disruptive, detrimental to the Hospital or patient care, or otherwise not in conformity with Hospital standards, policies, procedures, or health requirements. The Hospital shall be responsible for its decision to terminate a student(s) participation at the clinical site.

2. EXHIBITS

Attached to this agreement and made a part hereof are the following:

- **Exhibit A:** Joint Commission Addendum
- **Exhibit B:** School’s Certificate of Insurance
- **Exhibit C:** Hospital’s Certificate of Insurance

3. SCHOOL RESPONSIBILITIES

The School as the sponsoring agency agrees:

- a. To assume full responsibility for the planning and the execution of the curriculum for its students including the administration, curriculum content, and faculty appointments.
- b. To assure that all instructors possess a current, valid License to practice 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 maintain a student to instructor ratio not to exceed 10 to 1.
- f. To assure that students conform to the rules, regulations, and policies of the Hospital. These rules, regulations and policies will be available and reviewed with the students/faculty by the Hospital.
- g. To verify correct completion of all patient care records and co-sign all student documentation during the clinical experience.
- h. To assure that students engaged in observational experiences do not perform direct-care activities and that such students have signed Observation Agreements provided by the Hospital.
- i. To assure by providing written documentation from the School that a criminal background check has been conducted with respect to each student or faculty, in accordance with Hospital policy. The criminal background check Vendor (“Vendor”) shall be selected by the School and shall complete all background checks for all students or faculties who have completed Release Forms. The Clinical Liaison of the School shall review the criminal background check results and only students with satisfactory background check results will be assigned by the School for a clinical placement. In addition, the School shall ensure that they or their selected Vendor shall:
 - (1) The criminal background check (“CBC”) shall cover all county, state and federal databases that produce records of any felonies, convictions, subpoenas, and/or warrants. The CBC shall in any event be in form and content acceptable to Hospital. Hospital reserves the right to reject the CBC and to request that the CBC be redone, provided that Hospital shall provide the reason or reasons why such CBC was rejected. The School

agrees that their choice of criminal background check vendor (“Vendor”) must meet the requirements stated in this section.

- (2) Only students or faculty with satisfactory background check results, including but not limited to stating no criminal history, will be assigned by the School for a clinical placement at any RWJBarnabas Health facility.
- (3) Background checks shall be repeated every three (3) years for students or faculty continuing as clinical affiliates.
- (4) If a School and/or student believes that the results of their criminal background check require reconsideration and an individual review by RWJ Barnabas Health, the School shall:

[a] Obtain the signed RWJBarnabas Health Release Form from the student or faculty and send the Release Form to the Hospital Director of Education.

[b] Instruct the Vendor to send the original criminal background check findings directly to RWJBarnabas Health Corporate Security.

[c] Obtain and send any further relevant supporting documentation related to the criminal history to RWJBarnabas Health Corporate Security.

[d] Abide by the final determination regarding their placement from an Interdisciplinary Criminal Background Check Review Committee of RWJBarnabas Health.

- j. To agree to satisfy the DNV Addendum set forth on the attached **Exhibit A**.

4. HOSPITAL RESPONSIBILITIES

- a. To participate in joint evaluation of the effectiveness of the clinical experiences through meetings and/or written evaluations of the students and faculty.
- b. To provide the necessary supplies, facilities (including lockers when available), use of the library, and supervision as may be required to ensure quality education for the students without impairing quality patient care.
- c. To provide an orientation of its plant, facilities, policies, and procedures for the School’s faculty and students.
- d. To provide emergency care for students in case of illness or accident. However, the Hospital shall not be responsible for any further care. 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 School shall be

promptly be notified of any such occurrence. The student shall be responsible for payment of any medical expenses incurred.

- e. To allow students and faculty to use the dining facilities, if available, but the cost of meals will be paid by the individual at established rates.
- f. The Hospital will inform the School of any withdrawal of accreditation status.

5. MUTUAL OBLIGATIONS

The parties hereto mutually agree that:

- a. The Hospital shall at all times retain sole responsibility for all patient care, and the extent of participation of the student in assisting with or observing patient care.
- b. Responsibility for planning the clinical experience in the Hospital will be jointly shared by the Hospital's staff and the School's instructors, subject at all times to the policies, rules, and regulations of the Hospital.
- c. Upon mutual consent of the Hospital and the School, a student of the School may be assigned to any facilities or programs within the Hospital.
- d. Student curriculum, attendance, and scheduling shall be under the direction of the School so long as they do not conflict with the Hospital's policies, rules, and regulations.
- e. Students are not employees of either party during the hours in which they participate in this program.
- f. The student of the School will start his/her clinical experience program as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of the School and the Hospital.
- g. The parties will routinely and openly discuss philosophies, identify policy and program needs and cooperate with each other to carry out the intent of this Agreement.

6. REGULATORY COMPLIANCE

- a. The School and the Hospital agree that each shall comply with all applicable requirements of Municipal, County, State and Federal authorities, all applicable Municipal and County ordinances and regulations, and all applicable State and Federal statutes and regulations now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matters of this Agreement. These include, without limitation: regulatory and statutory requirements and any and all applicable requirements under any State

fair employment practices or similar laws declaring discrimination in employment based upon race, color, creed, religion, sex, sexual preference, or national origin as illegal and, if applicable, *Title VII of the Civil Rights Act of 1964* or any applicable rule or regulation promulgated pursuant to any such laws herein above described.

- b. The School shall ensure that each student and faculty member assigned to the Hospital shall receive, read, understand and shall abide by the RWJ Barnabas Health Code of Conduct. In addition, the School shall ensure that all such individuals agree to complete one (1) hour of general compliance training and one (1) hour of documentation training as required by the Hospital from time to time. The School shall require all such individuals to certify completion of such activities as requested by the Hospital.
- c. The School shall ensure that each student and faculty member assigned to the Hospital certifies that he or she: (i) has not been convicted of a criminal offense that falls within the ambit of 42 USC 1320a-7(a) (*i.e.*, any conviction relating to the Medicare or Medicaid program, patient abuse, felony conviction relating to health care fraud or felony conviction relating to controlled substances), and (ii) is not currently excluded, debarred, suspended or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or non-procurement programs.

7. INSURANCE

- a. 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 participation 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, \$500,000 for property damage and \$3,000,000 in the aggregate. School does not provide insurance for its students. Instead, it requires that students provide their own professional liability insurance, on an occurrence basis, in the amounts of two million dollars (\$2,000,000) per occurrence and four million (\$4,000,000) in aggregate.

Said General Liability policies shall name the Hospital as an additional insured and shall provide that the insurance company will not cancel said policy of insurance without providing the Chief Executive Officer of the Hospital thirty (30) days advance written notice thereof.

The School shall comply with any and all requirements under the Workers Compensation laws of the State of New Jersey with respect to coverage for School faculty members and employees in connection with their activities under this agreement.

School shall submit to Hospital prior to the effective date of this Agreement a copy of a policy or a Certificate of Insurance evidencing School's compliance with the terms of this Agreement. A Copy of the Certificates of Insurance evidencing the aforesaid coverage shall be attached to this agreement as **Exhibit B**.

- b. During the term of this Agreement, the Hospital shall at all times maintain Professional Liability Insurance including coverage for any acts of negligence of its officers or employees with respect to any liability arising out of their participation in the program in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate per year and general liability coverage with limits of \$1,000,000 for personal injury, \$500,000 for property damage and \$3,000,000 in the aggregate.

Said General Liability policies shall name the School as an additional insured and shall provide that the insurance company will not cancel said policy of insurance without providing the Chief Executive Officer of the School thirty (30) days advance written notice thereof.

The Hospital shall comply with any and all requirements under the Workers Compensation laws of the State of New Jersey with respect to coverage for Hospital employees in connection with their activities under this agreement.

Hospital shall submit to School prior to the effective date of this Agreement a copy of a policy or a Certificate of Insurance evidencing Hospital's compliance with the terms of this Agreement. A Copy of the Certificates of Insurance evidencing the aforesaid coverage shall be attached to this Agreement as **Exhibit C**.

8. INDEPENDENT CONTRACTOR

Both the Hospital and the School are independent contractors. It is not intended that an employer/employee, joint venture, or partnership agreement be established hereby expressly or by implication between the Hospital and the School. Rather, in discharging all duties and obligation hereunder, the Hospital shall at all times be in and remain an independent contractor relationship with the School.

Neither the Hospital nor the School is authorized or permitted to act as an agent or employee of the other. Nothing in this agreement shall in any way alter the freedom enjoyed by either Hospital or School, nor shall it in any way alter the control of the management, operation, and affairs of either Hospital or School; it being the intent of this agreement that Hospital and School shall maintain separate and independent management, and each has full, unrestricted authority and responsibility regarding its organization and structure.

Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other party to this agreement.

9. CONFIDENTIALITY

Both the School and the Hospital shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time, including standards of the DNV, and medical record policies and guidelines established and approved by the Hospital, which shall be made available to the students.

10. NO WAIVER

The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder.

11. ENTIRE AGREEMENT

This agreement supersedes any and all other agreements either oral or in writing between the parties with respect to the services of the Hospital for School, and this agreement contains all of the covenants and agreements between the parties with respect to this agreement for services. The parties agree that no oral representations or written representations, other than contained herein, were relied on by the parties, or form additional terms of this agreement.

12. MODIFICATION

Hospital or School may from time to time request changes in the scope of the service to be performed hereunder. Such changes shall be valid only if incorporated as a written amendment to this Agreement.

13. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

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 Hospital:

Jersey City Medical Center
355 Grand Street
Jersey City, NJ 07302
Attn: President and CEO

With a copy to:

David A. Mebane, Esq.
General Counsel
RWJBarnabas Health
95 Old Short Hills Road
West Orange, NJ 07052

As to School:

Hudson Community College
70 Sip Avenue
Jersey City, NJ 07306
Attn: Catherine Sirangelo-Elbadawy
Dean, School of Nursing and Health Professions

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized officers or representatives as of the date first written above.

ATTEST:

Date: _____

HOSPITAL:

By: _____

Name: _____

Title: _____

ATTEST:

Date: _____

SCHOOL:

By: _____

Christopher M. Reber, Ph.D.
College President

Exhibit A

JOINT COMMISSION ADDENDUM

In addition to the obligations set forth in the foregoing Affiliation Agreement, Hospital and School agree to the following as though set forth at length therein:

1. The Hospital will provide oversight of contractual services to ensure that care, treatment and services provided directly to patients is safe, effective, efficient, and of the same level of high quality as services provided directly by the Hospital. School will cooperate with Hospital's oversight activities.

2. The School shall meet the performance-based expectations, goals, objectives and benchmarks as set forth in the Agreement and as follows:

(a) Ensure that students have met the Hospital's health requirements, as stated on the Academic Facility Attestation Student Placement Form.

(b) Ensure that students have met the Hospital's criminal background check requirements.

(c) Ensure that the School and their students shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time, including standards of The Joint Commission, and medical record policies and guidelines established and approved by the Hospital, which shall be made available to the students.

3. To the extent applicable to the services provided by the School, the School and its individual students shall comply with the National Patient Safety Goals, participate in the Hospital's medical error reduction reporting process, and participate in other Hospital efforts related to patient safety.

4. The School and Hospital will establish an open line of communication. Each party will appoint an individual to act as a liaison to the other party, to address such matters as customer service issues, patient complaints, and/or staff concerns related to quality and/or safety in order to improve patient care and services provided in the Hospital. The titles of the initial liaison appointed by each party are _____ and the President and CEO or his or her designee for the Hospital.

5. The School and each individual student shall disclose all actual or potential conflicts of interest with the Hospital, prior to execution of this agreement and thereafter as they arise, on forms acceptable to the Hospital.

6. The School will participate in the Hospital's risk management and/or patient safety programs as requested by Hospital.

7. The School and its student(s) will cooperate with the Hospital in conducting performance improvement for both Hospital and School activities. The Hospital may

establish performance indicators and thresholds to measure expected levels of performance, which will be conveyed to the School.

8. The School will only assign qualified, competent students to provide participate under this Affiliation Agreement. Each individual student shall have any and all applicable education, licenses, qualifications, training and experience necessary under the Agreement. Individual School students shall only participate as designated by the Hospital to the individual. The School will provide to the Hospital, upon request, on the same business day, any information as needed to substantiate individual student qualifications.

9. All School students will complete a Hospital orientation program prior to commencing to provide services under the Agreement. The School shall conduct periodic performance evaluations of School students, and all individuals providing services under the Agreement shall have a current, satisfactory performance evaluation and shall remain clinically competent. School students shall participate in annual mandatory education with topics as required for New Jersey Department of Health and Senior Services and Joint Commission purposes. The School and the Hospital shall collaborate to ensure that School students participate in all mandatory educational programs sponsored by the Hospital that are applicable to the School student's role and responsibility.

10. In providing services pursuant to the Agreement, the School and its individual students shall comply with all applicable Hospital policies, procedures, rules and regulations, as well as with all state, local and federal laws, rules and regulations.

11. This Addendum has been approved by the parties in accordance with their respective policies and procedures.

RWJBARNABAS HEALTH, INC.

AFFILIATION AGREEMENT

This agreement made as of the **1st day of September** in the year **2025**

between the Hospital, **NEWARK BETH ISRAEL MEDICAL CENTER**, an affiliate
Name of Hospital (“Hospital”)
of RWJBarnabas Health, Inc., and the School:

HUDSON COUNTY COMMUNITY COLLEGE

Name of School, College, University (“School”)

NURSING PROGRAM (“PROGRAM”)

In consideration of the mutual promises hereinafter contained, the Hospital and School agree as follows:

1. TERM

This Agreement shall be for a period commencing on **September 1st, 2025** and continuing
Start Date
until **September 1st, 2027**.
End Date

This Agreement shall be reviewed at the end of the term stated herein, and may be renewed at the end of the stated period by a new written agreement of both parties for such additional time as the parties determine.

Either party hereto 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 of termination by either party, students then participating in the Program shall be permitted to complete the semester.

The Hospital may immediately terminate a student(s) participation at the clinical site established under this agreement, if the Hospital, in its sole discretion, believes that the continued participation of a student is unsafe, disruptive, detrimental to the Hospital or patient care, or otherwise not in conformity with Hospital standards, policies, procedures, or health requirements. The Hospital shall be responsible for its decision to terminate a student(s) participate at the clinical site.

2. EXHIBITS

Attached to this agreement and made a part hereof are the following:

- **Exhibit A:** Joint Commission Addendum
- **Exhibit B:** School’s Certificate of Insurance
- **Exhibit C:** Hospital’s Certificate of Insurance

3. SCHOOL RESPONSIBILITIES

The School as the sponsoring agency agrees:

- a. To assume full responsibility for the planning and the execution of the curriculum for its students including the administration, curriculum content, and faculty appointments.
- b. To assure that all instructors possess a current, valid License to practice 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 maintain a student to instructor ratio not to exceed 10 to 1.
- f. To assure that students conform to the rules, regulations, and policies of the Hospital. These rules, regulations and policies will be available and reviewed with the students/faculty by the Hospital.
- g. To verify correct completion of all patient care records and co-sign all student documentation during the clinical experience.
- h. To assure that students engaged in observational experiences do not perform direct-care activities and that such students have signed Observation Agreements provided by the Hospital.
- i. To assure by providing written documentation from the School that a criminal background check has been conducted with respect to each student or faculty, in accordance with Hospital policy. The criminal background check Vendor (“Vendor”) shall be selected by the School and shall complete all background checks for all students or faculties who have completed Release Forms. The Clinical Liaison of the School shall review the criminal background check results and only students with satisfactory background check results will be assigned by the School for a clinical placement. In addition, the School shall ensure that they or their selected Vendor shall:
 - (1) The criminal background check (“CBC”) shall cover all county, state and federal databases that produce records of any felonies, convictions, subpoenas, and/or warrants. The CBC shall in any event be in form and content acceptable to Hospital. Hospital reserves the right to reject the CBC and to request that the CBC be redone, provided that Hospital shall provide the reason or reasons why such CBC was rejected. The School

agrees that their choice of criminal background check vendor (“Vendor”) must meet the requirements stated in this section.

- (2) Only students or faculty with satisfactory background check results, including but not limited to stating no criminal history, will be assigned by the School for a clinical placement at any RWJBarnabas Health facility.
- (3) Background checks shall be repeated every three (3) years for students or faculty continuing as clinical affiliates.
- (4) If a School and/or student believes that the results of their criminal background check require reconsideration and an individual review by RWJ Barnabas Health, the School shall:

[a] Obtain the signed RWJBarnabas Health Release Form from the student or faculty and send the Release Form to the Hospital Director of Education.

[b] Instruct the Vendor to send the original criminal background check findings directly to RWJBarnabas Health Corporate Security.

[c] Obtain and send any further relevant supporting documentation related to the criminal history to RWJBarnabas Health Corporate Security.

[d] Abide by the final determination regarding their placement from an Interdisciplinary Criminal Background Check Review Committee of RWJBarnabas Health.

- j. To agree to satisfy the DNV Addendum set forth on the attached **Exhibit A**.

4. HOSPITAL RESPONSIBILITIES

- a. To participate in joint evaluation of the effectiveness of the clinical experiences through meetings and/or written evaluations of the students and faculty.
- b. To provide the necessary supplies, facilities (including lockers when available), use of the library, and supervision as may be required to ensure quality education for the students without impairing quality patient care.
- c. To provide an orientation of its plant, facilities, policies, and procedures for the School’s faculty and students.
- d. To provide emergency care for students in case of illness or accident. However, the Hospital shall not be responsible for any further care. 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 School shall be

promptly be notified of any such occurrence. The student shall be responsible for payment of any medical expenses incurred.

- e. To allow students and faculty to use the dining facilities, if available, but the cost of meals will be paid by the individual at established rates.
- f. The Hospital will inform the School of any withdrawal of accreditation status.

5. MUTUAL OBLIGATIONS

The parties hereto mutually agree that:

- a. The Hospital shall at all times retain sole responsibility for all patient care, and the extent of participation of the student in assisting with or observing patient care.
- b. Responsibility for planning the clinical experience in the Hospital will be jointly shared by the Hospital's staff and the School's instructors, subject at all times to the policies, rules, and regulations of the Hospital.
- c. Upon mutual consent of the Hospital and the School, a student of the School may be assigned to any facilities or programs within the Hospital.
- d. Student curriculum, attendance, and scheduling shall be under the direction of the School so long as they do not conflict with the Hospital's policies, rules, and regulations.
- e. Students are not employees of either party during the hours in which they participate in this program.
- f. The student of the School will start his/her clinical experience program as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of the School and the Hospital.
- g. The parties will routinely and openly discuss philosophies, identify policy and program needs and cooperate with each other to carry out the intent of this Agreement.

6. REGULATORY COMPLIANCE

- a. The School and the Hospital agree that each shall comply with all applicable requirements of Municipal, County, State and Federal authorities, all applicable Municipal and County ordinances and regulations, and all applicable State and Federal statutes and regulations now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matters of this Agreement. These include, without limitation: regulatory and statutory requirements and any and all applicable requirements under any State

fair employment practices or similar laws declaring discrimination in employment based upon race, color, creed, religion, sex, sexual preference, or national origin as illegal and, if applicable, *Title VII of the Civil Rights Act of 1964* or any applicable rule or regulation promulgated pursuant to any such laws herein above described.

- b. The School shall ensure that each student and faculty member assigned to the Hospital shall receive, read, understand and shall abide by the RWJ Barnabas Health Code of Conduct. In addition, the School shall ensure that all such individuals agree to complete one (1) hour of general compliance training and one (1) hour of documentation training as required by the Hospital from time to time. The School shall require all such individuals to certify completion of such activities as requested by the Hospital.
- c. The School shall ensure that each student and faculty member assigned to the Hospital certifies that he or she: (i) has not been convicted of a criminal offense that falls within the ambit of 42 USC 1320a-7(a) (*i.e.*, any conviction relating to the Medicare or Medicaid program, patient abuse, felony conviction relating to health care fraud or felony conviction relating to controlled substances), and (ii) is not currently excluded, debarred, suspended or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or non-procurement programs.

7. INSURANCE

- a. 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 participation 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, \$500,000 for property damage and \$3,000,000 in the aggregate. School does not provide insurance for its students. Instead, it requires that students provide their own professional liability insurance, on an occurrence basis, in the amounts of two million dollars (\$2,000,000) per occurrence and four million (\$4,000,000) in aggregate.

Said General Liability policies shall name the Hospital as an additional insured and shall provide that the insurance company will not cancel said policy of insurance without providing the Chief Executive Officer of the Hospital thirty (30) days advance written notice thereof.

The School shall comply with any and all requirements under the Workers Compensation laws of the State of New Jersey with respect to coverage for School faculty members and employees in connection with their activities under this agreement.

School shall submit to Hospital prior to the effective date of this Agreement a copy of a policy or a Certificate of Insurance evidencing School's compliance with the terms of this Agreement. A Copy of the Certificates of Insurance evidencing the aforesaid coverage shall be attached to this agreement as **Exhibit B**.

- b. During the term of this Agreement, the Hospital shall at all times maintain Professional Liability Insurance including coverage for any acts of negligence of its officers or employees with respect to any liability arising out of their participation in the program in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate per year and general liability coverage with limits of \$1,000,000 for personal injury, \$500,000 for property damage and \$3,000,000 in the aggregate.

Said General Liability policies shall name the School as an additional insured and shall provide that the insurance company will not cancel said policy of insurance without providing the Chief Executive Officer of the School thirty (30) days advance written notice thereof.

The Hospital shall comply with any and all requirements under the Workers Compensation laws of the State of New Jersey with respect to coverage for Hospital employees in connection with their activities under this agreement.

Hospital shall submit to School prior to the effective date of this Agreement a copy of a policy or a Certificate of Insurance evidencing Hospital's compliance with the terms of this Agreement. A Copy of the Certificates of Insurance evidencing the aforesaid coverage shall be attached to this Agreement as **Exhibit C**.

8. INDEPENDENT CONTRACTOR

Both the Hospital and the School are independent contractors. It is not intended that an employer/employee, joint venture, or partnership agreement be established hereby expressly or by implication between the Hospital and the School. Rather, in discharging all duties and obligation hereunder, the Hospital shall at all times be in and remain an independent contractor relationship with the School.

Neither the Hospital nor the School is authorized or permitted to act as an agent or employee of the other. Nothing in this agreement shall in any way alter the freedom enjoyed by either Hospital or School, nor shall it in any way alter the control of the management, operation, and affairs of either Hospital or School; it being the intent of this agreement that Hospital and School shall maintain separate and independent management, and each has full, unrestricted authority and responsibility regarding its organization and structure.

Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other party to this agreement.

9. CONFIDENTIALITY

Both the School and the Hospital shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time, including standards of the DNV, and medical record policies and guidelines established and approved by the Hospital, which shall be made available to the students.

10. NO WAIVER

The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder.

11. ENTIRE AGREEMENT

This agreement supersedes any and all other agreements either oral or in writing between the parties with respect to the services of the Hospital for School, and this agreement contains all of the covenants and agreements between the parties with respect to this agreement for services. The parties agree that no oral representations or written representations, other than contained herein, were relied on by the parties, or form additional terms of this agreement.

12. MODIFICATION

Hospital or School may from time to time request changes in the scope of the service to be performed hereunder. Such changes shall be valid only if incorporated as a written amendment to this Agreement.

13. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

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 Hospital:

Jersey City Medical Center
355 Grand Street
Jersey City, NJ 07302
Attn: President and CEO

With a copy to:

David A. Mebane, Esq.
General Counsel
RWJBarnabas Health
95 Old Short Hills Road
West Orange, NJ 07052

As to School:

Hudson Community College
70 Sip Avenue
Jersey City, NJ 07306
Attn: Catherine Sirangelo-Elbadawy
Dean, School of Nursing and Health Professions

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized officers or representatives as of the date first written above.

ATTEST:

Date: _____

HOSPITAL:

By: _____

Name: _____

Title: _____

ATTEST:

Date: _____

SCHOOL:

By: _____

Christopher M. Reber, Ph.D.
College President

Exhibit A

JOINT COMMISSION ADDENDUM

In addition to the obligations set forth in the foregoing Affiliation Agreement, Hospital and School agree to the following as though set forth at length therein:

1. The Hospital will provide oversight of contractual services to ensure that care, treatment and services provided directly to patients is safe, effective, efficient, and of the same level of high quality as services provided directly by the Hospital. School will cooperate with Hospital's oversight activities.

2. The School shall meet the performance-based expectations, goals, objectives and benchmarks as set forth in the Agreement and as follows:

(a) Ensure that students have met the Hospital's health requirements, as stated on the Academic Facility Attestation Student Placement Form.

(b) Ensure that students have met the Hospital's criminal background check requirements.

(c) Ensure that the School and their students shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time, including standards of The Joint Commission, and medical record policies and guidelines established and approved by the Hospital, which shall be made available to the students.

3. To the extent applicable to the services provided by the School, the School and its individual students shall comply with the National Patient Safety Goals, participate in the Hospital's medical error reduction reporting process, and participate in other Hospital efforts related to patient safety.

4. The School and Hospital will establish an open line of communication. Each party will appoint an individual to act as a liaison to the other party, to address such matters as customer service issues, patient complaints, and/or staff concerns related to quality and/or safety in order to improve patient care and services provided in the Hospital. The titles of the initial liaison appointed by each party are _____ and the President and CEO or his or her designee for the Hospital.

5. The School and each individual student shall disclose all actual or potential conflicts of interest with the Hospital, prior to execution of this agreement and thereafter as they arise, on forms acceptable to the Hospital.

6. The School will participate in the Hospital's risk management and/or patient safety programs as requested by Hospital.

7. The School and its student(s) will cooperate with the Hospital in conducting performance improvement for both Hospital and School activities. The Hospital may

establish performance indicators and thresholds to measure expected levels of performance, which will be conveyed to the School.

8. The School will only assign qualified, competent students to provide participate under this Affiliation Agreement. Each individual student shall have any and all applicable education, licenses, qualifications, training and experience necessary under the Agreement. Individual School students shall only participate as designated by the Hospital to the individual. The School will provide to the Hospital, upon request, on the same business day, any information as needed to substantiate individual student qualifications.

9. All School students will complete a Hospital orientation program prior to commencing to provide services under the Agreement. The School shall conduct periodic performance evaluations of School students, and all individuals providing services under the Agreement shall have a current, satisfactory performance evaluation and shall remain clinically competent. School students shall participate in annual mandatory education with topics as required for New Jersey Department of Health and Senior Services and Joint Commission purposes. The School and the Hospital shall collaborate to ensure that School students participate in all mandatory educational programs sponsored by the Hospital that are applicable to the School student's role and responsibility.

10. In providing services pursuant to the Agreement, the School and its individual students shall comply with all applicable Hospital policies, procedures, rules and regulations, as well as with all state, local and federal laws, rules and regulations.

11. This Addendum has been approved by the parties in accordance with their respective policies and procedures.

CLINICAL EDUCATION AFFILIATION AGREEMENT

THIS CLINICAL EDUCATION AFFILIATION AGREEMENT (“Agreement”) is made effective as of **[September 1st, 2025]** (“Effective Date”), by and between University Hospital (“Hospital”), a body corporate and politic, and an instrumentality of the State of New Jersey, with offices at 150 Bergen Street, Newark, New Jersey 07103, and **[Hudson Community College]**, with its principal place of business at **[70 Sip Ave, Jersey City, NJ 07306]** (“School”) for the clinical education of students in the Department of Nursing at School. Hospital and School are each individually a “party” and collectively the “parties.”

WHEREAS, School has established an educational curriculum in the field of nursing approved by the New Jersey Board of Nursing, and desires to enter into a clinical education affiliation program with Hospital for purposes of providing a supervised, clinical educational experience to qualified students of School (“Student” or Students”); and

WHEREAS, Hospital operates a licensed general acute care hospital and is willing to enter into an educational affiliation with School in order to provide Students an opportunity to obtain relevant, supervised experiences in clinical settings (the “Clinical Experience”);

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and terms and conditions contained herein, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. Requirements of School

1.1 Clinical Education; Designation of Contact

1.1.1 School shall assume full responsibility for planning and executing clinical education for Students including, but not limited to: administration, programming, curriculum, content, faculty appointments, admission, and graduation.

1.1.2 School shall designate a liaison to Hospital who shall be the principal point of contact for the School. School shall provide Hospital with the names and contact information of the faculty of School who will be responsible for the Students, prior to the participation of each Students in the Clinical Experience.

1.2 Selection of Students and On-site Clinical Evaluator(s)

1.2.1 School shall assess and identify Students for participation in the Clinical Experience, and make a written request for the participation of each Student in the Clinical Experience to Hospital at least one month prior to the commencement of placement.

1.2.2 School shall recommend to Hospital only qualified Students who have satisfactorily completed the appropriate curriculum and/or laboratory practice. School shall not recommend any Students or On-Site Clinical Evaluators who have been suspended, debarred and/or excluded from participation in any state or federally funded health care program including, without limitation, Medicare and Medicaid.

1.2.3 School may designate one or more qualified faculty to serve as an On-site Clinical Evaluator(s). On-site Clinical Evaluator(s) shall confer at regular intervals with Hospital designated personnel. If the School does not designate On-site Clinical Evaluator(s), all further references to such faculty in this Agreement may be disregarded.

1.3 Undergraduate and Graduate Degree Programs.

1.3.1 Undergraduate Programs. Faculty of School shall be available and on-site at the Hospital at all times when undergraduate Students of the School are assigned to the Clinical Experience, unless the School and Hospital have agreed in writing to an alternate plan of supervision. Undergraduate Students are those Students who do not have a baccalaureate degree in nursing. School shall provide qualified faculty to be on-site at Hospital for supervision and instruction of its students. The faculty assigned by School shall have a current license in good standing to practice nursing by the New Jersey Board of Nursing. School shall provide Hospital with the names of the faculty who will supervise Students prior to commencement of each clinical rotation. At no time shall the ratio of faculty to Students exceed 1:10 or otherwise exceed the requirements set from time to time by the New Jersey Board of Nursing.

1.3.2 Graduate Programs. Hospital may provide clinical instruction and supervision of Students by personnel designated as nurse preceptors or mentors who are qualified in a nursing specialty and/or otherwise permitted to supervise graduate Students in the field of nursing. Graduate Students are Students who have previously attained a baccalaureate degree and are currently enrolled in the master's or doctoral degree program in nursing at School. Licensure to practice as a registered nurse in the State of New Jersey is required for Graduate Programs with a focus on direct patient care such as Advanced Practice Nursing and Nurse Anesthesia.

1.4 Immunizations

1.4.1 School shall advise and direct its Students and On-site Clinical Evaluator(s), if applicable, that they are required to comply with Hospital policies on the immunization requirements of this Section. The Director of Education and Professional Development and/or designee of Hospital is responsible to ensure completion of Students (and On-Site Clinical Evaluator(s), if applicable) requirements prior to the commencement of placement. Hospital shall bear no out of pocket expenses for compliance with these provisions by Students and/or On-site Clinical Evaluator(s) and/or faculty of School.

1.4.2 Prior to permitting an On-site Clinical Evaluator(s), if applicable, to participate in the Clinical Experience, Hospital shall accept evidence of compliance with the immunization and health standards of Hospital directly from the On-site Clinical Evaluator(s). Prior to permitting a Student to participate in clinical education at Hospital, School shall submit to Hospital, on behalf of the Student, appropriate evidence as set forth below.

1.4.3 Students and/or On-site Clinical Evaluator(s), if applicable, shall provide evidence of the following testing before clinical placement:

(a) Two-step TB testing (two Mantoux tests given within one to three weeks of each other) within the previous year, or documentation of annual TB tests within the previous two years (if any of the skin tests referenced in this section were positive, then documentation of the positive test must be provided, along with a report of a chest x-ray taken within the past one year indicating that the individual does not have active TB). Alternatively, students may submit evidence of Interferon Gamma Release Assay ("IGRA") TB test. A positive test indicates a TB infection and requires the report of a chest x-ray taken within the past one year.

(b) Measles titer indicating immunity to measles; or proof of two doses of live measles (or MMR) vaccine, at least one month apart, on or after the individual's first birthday; or documentation of a physician-diagnosed case of measles (if after 1956); or rubella titer indicating immunity; or if individual is not immune, proof of two doses of live rubella (or MMR) vaccine, at least one month apart, on or after the individual's first

birthday;

(c) mumps titer indicating immunity to mumps; or proof of two doses of live mumps (or MMR) vaccine, at least one month apart, on or after the individual's first birthday; or documentation of a physician-diagnosed case of mumps (if born after 1956); and

(d) varicella titer indicating immunity to varicella; or proof of two doses of varicella vaccine, four to eight weeks apart; or documentation of a physician-diagnosed case of varicella.

1.4.4 Hepatitis B. Students and/or On-site Clinical Evaluator(s) shall provide documentation demonstrating proof of the following: (a) completion of all three doses of the Hepatitis B vaccine; (b) begun the Hepatitis B vaccine process; or (c) provided documentation of immunity to Hepatitis B as demonstrated by a positive Hepatitis Surface Antibody

1.4.5 Influenza. All Students and On-site Clinical Evaluator(s), if applicable, shall be vaccinated with the current seasonable influenza vaccine if Clinical Experience occurs at any time during any part or all of October through and including May.

1.5 Criminal Background Check.

1.5.1 Each Student and/or On-site Clinical Evaluator(s) shall submit to an annual background check prior to commencing participation in the Clinical Experience. The background check shall include, at a minimum: (a) a New Jersey State Police Criminal Background Check; and (b) a statewide criminal check with out-of-state check(s) as may be necessary due to prior out-of-state addresses and/or places of employment. County-by-county searches are required for states that do not have statewide searches available.

1.5.2 School shall arrange for and process the criminal background check of each Student and/or On-Site Clinical Evaluator(s). Each Student and On-Site Clinical Evaluator shall authorize the results of the criminal background check to be received directly by Hospital. Criminal background checks shall be reviewed by the Director of Education and Professional Development or designee of Hospital. Any Student and/or On-site Clinical Evaluator(s) may be declined placement at Hospital based upon the results of the criminal background check at the sole discretion of Hospital in accordance with Hospital policy.

1.6 Health Insurance. Students and On-site Clinical Evaluator(s), if applicable, shall be required to provide their own health insurance coverage including basic hospital benefits, which shall be maintained at all times during participation in the Clinical Experience. School shall provide evidence to Hospital that health care is covered by an appropriate insurance policy prior to commencement in the Clinical Experience.

1.7 School agrees and acknowledges that its Students are "workforce members" while they are studying at Hospital (as that term is defined by the United States Department of Health and Human Services) and, in that capacity, Students and the School shall be subject to the following provisions:

1.7.1 School acknowledges and agrees that it shall instruct its faculty, On-site Clinical Evaluator(s) and/or Students and/or other personnel of their obligation to keep all patient information confidential in accordance with all applicable federal and state laws and regulations including, but not limited to, the obligations governing the privacy and security of health information pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and its implementing regulations (the "Privacy Rule") and the Health

Information Technology for Economic and Clinical Health Act (“HITECH”).

1.7.2 School agrees to instruct Students, On-site Clinical Evaluator(s), its faculty and other personnel who participate in the Clinical Experience not to use or disclose Protected Health Information, as that term is defined in 45 C.F.R. § 160.103, obtained in the course of the Clinical Experience for purposes other than those related to the Clinical Experience.

1.7.3 School shall inform its Students, On-site Clinical Evaluator(s), and faculty and other personnel who participate in the Clinical Experience of the requirement of Hospital to sign the Confidentiality Agreement of Hospital prior to the commencement of his/her participation in the Clinical Experience. A copy of the Confidentiality Agreement is attached hereto as Exhibit A.

1.7.4 School agrees and acknowledges that the School and its faculty, On-site Clinical Evaluator(s), Students and other personnel shall not disclose confidential and/or proprietary information of Hospital at all times including, but not limited to, after the expiration or other termination of this Agreement. The School shall instruct Students, its faculty, On-site Clinical Evaluator(s) and other personnel involved in the Clinical Experience that any violation of confidentiality shall be sufficient cause to have that person removed from participation in the Clinical Experience and may subject the School to legal penalties.

1.8 Official Application.

1.8.1 School is responsible together with the Student and/or On-site Clinical Evaluator(s) to assemble the official application of the Student and/or On-site Clinical Evaluator(s) and to provide it to the Office of Medical Staff Affairs and Education of Hospital reasonably in advance of commencing clinical education at Hospital, with evidence of compliance with the terms of this Agreement including, but not limited to: (a) executed Confidentiality Agreement, the current form of which is attached hereto as Exhibit A; and (b) the government issued photo identification of each Student and/or On-site Clinical Evaluator.

1.8.2 The application shall be reviewed by the Director of Education and Professional Development or designee of Hospital. No Student and/or On-site Clinical Evaluator(s) shall commence participation in the Clinical Experience until the file is complete and approved by Hospital. School agrees and acknowledges that a complete file must be submitted reasonably in advance to allow sufficient time for Hospital to review.

1.9 Additional Clinical Experience Requirements.

1.9.1 School shall maintain accurate and complete records of each Student that participates in the Clinical Experience.

1.9.2 School shall instruct Students and On-site Clinical Evaluator(s) to comply at all times with the policies and procedures of Hospital.

1.9.3 Student and/or On-site Clinical Evaluator may request access to view or document in the Electronic Health Records of Hospital. Such request shall be subject to review of Hospital and may only be approved upon written consent of Hospital. The Preceptor for the Student is responsible for reviewing and timely co-signing Student notations.

1.9.4 School shall be responsible for the cost of repairing or replacing any Hospital property which is broken or damaged by any Student and/or On-Site Clinical Evaluator during participation in the Clinical Experience.

1.9.5 School shall be responsible for advising its Students and/or On-site Clinical Evaluator(s) of their responsibilities under this Agreement.

1.9.6. School shall be solely responsible for facilitating any arrangements necessary for Students who request accommodations for a qualifying disability. School shall inform Hospital about any such accommodations.

2. Rights and Obligations of Hospital

2.1 Hospital shall make its facilities available to the Students and faculty of School in the Clinical Experience to the extent practicable, with consideration to the continuing need of Hospital to deliver quality patient care and educational programs.

2.2 Hospital shall not assume responsibility for travel, incidental or other expenses of the Students, faculty and/or On-site Clinical Evaluator(s), if applicable. Hospital shall not be responsible for providing housing, clothing, transportation, parking, meals, uniforms, laundry services, or other related services.

2.3 Hospital shall provide orientation to Students, faculty and/or On-site Clinical Evaluator(s), if applicable, and shall make available the policies, rules and regulations of Hospital with which they are expected to comply.

2.4 Hospital shall appoint designated liaison(s) who shall be responsible to provide clinical instruction and supervision of Students, and for the coordination and implementation of the Clinical Experience with the School. Hospital may consult with faculty of School to plan and evaluate the clinical experience.

2.5 Removal of Student. Hospital has the sole right to suspend and/or remove any Student, faculty, and/or On-site Clinical Evaluator(s), if applicable, for any reason that Hospital, in its sole discretion, deems appropriate including, but not limited to, for actions and/or inactions that may impair the safety and/or welfare of Hospital patients, staff, or employees, or otherwise violates applicable law, regulation, or Hospital policy. Where practicable, Hospital will notify School in advance of taking any such action. The decision of Hospital shall be final and non-appealable. Hospital shall be responsible for its decision to suspend and/or remove any Student, faculty, and/or On-site Clinical Evaluator.

2.6 Maintenance of Patient Services. Hospital maintains ultimate responsibility for the care of its patients. Hospital will, at all times, provide staff to be responsible for the development, maintenance and provision of these services to Hospital patients. Hospital shall provide clinical instruction and supervision of Students by qualified personnel who meet the standards of recognized professional accrediting agencies or state agencies and the stated objectives of the educational program.

3. General Clinical Experience Requirements

3.1 Clinical Experience Term. The Clinical Experience Term of each Student and/or On-site Clinical Evaluator shall be determined by mutual written agreement of the parties. In the event that a Clinical Experience extends beyond one consecutive 12-month calendar year, Student and/or On-site Clinical Evaluator(s) shall re-certify to all requirements set forth in this Agreement.

3.2 Number of Students. The number of Students eligible to participate in the Clinical Experience at Hospital shall be determined by mutual written agreement of the parties.

3.3 The parties acknowledge that School is not an Affiliated Provider, Health Care Provider, Hybrid Entity, or Provider (as those terms are defined by the United States Department of Health and Human Service). Accordingly, School agrees that it shall not render any bill to any patient or third party for any service provided by its Student(s). To the extent any billable service is provided hereunder, the School and its faculty, Students and other personnel, hereby irrevocably assign to Hospital any and all rights to bill patients and/or third-party payors (governmental or otherwise) for such service(s) and nothing further shall be required by the parties to complete this assignment.

3.4 All records of patient services while training at Hospital provided under this Agreement by Students and/or faculty during the Clinical Experience shall belong to Hospital, provided that the School shall be entitled, upon written request, to a copy of such de-identified patient records, except that such request shall only be authorized for the Student to evidence satisfactory completion of his/her clinical education at Hospital. Such access shall be in accordance with New Jersey and federal law, including HIPAA and HITECH.

3.5 Student Records and Information. Hospital shall keep and use all Student information it may acquire for the sole purpose of fulfilling its obligations under this Agreement in accordance with all applicable federal and state law.

3.6 Student identification badges provided by School must be worn at all times while participating in the Clinical Experience.

4. Insurance

4.1 School. School shall obtain and maintain at its own expense during the term of this Agreement, and any renewal thereof, professional liability malpractice insurance and comprehensive commercial general liability insurance covering the School and its faculty, Students, employees, staff and agents against any and all claims for bodily injury or death and property damage resulting from the performance of services by School, its Students, faculty, employees, staff, and agents under this Agreement. Such insurance shall protect School, its faculty, Students, employees, staff, and agents against claims arising against School, its faculty, Students, employees, staff, and agents providing limits of coverage of not less than One Million Dollars (\$1,000,000) on an occurrence type basis and Three Million Dollars (\$3,000,000) in the aggregate. Should such policy or policies be made on a claim made basis, School agrees and acknowledges to and shall assume liability for all future claims presented with regard to the performance of services by School, its faculty, Students, employees, staff, and agents in accordance with this Agreement. School shall maintain workers' compensation insurance for School employees with coverage not less than that required by applicable law.

A certificate(s) of such insurance, naming Hospital as a certificate holder for professional malpractice and for commercial general liability, shall be provided to Hospital. Any failure to maintain such insurance during the term of this Agreement shall constitute cause for immediate termination of this Agreement. The Certificate of Insurances of School must be submitted to the Director of Education and Professional Development or designee of Hospital no less than 30 days prior to the commencement of a Student rotation, and annually thereafter.

4.2 Hospital. Hospital shall, at all times during the term of this Agreement, secure and maintain professional and general liability coverage for itself and its employees against any claims or losses arising out of the performance of their duties providing both professional and general liability coverage with a minimum limit of liability of One-Million Dollars (\$1,000,000) per occurrence and Three-Million Dollars (\$3,000,000) in annual aggregate, subject to the New Jersey State Tort Claims Act, N.J.S.A. 59:1-1 et seq. Hospital further assumes any and all obligations for its employees that are required pursuant to the Workers' Compensation and Disability Laws

of the State of New Jersey.

5. Compliance Responsibilities of the Parties

In the performance of their obligations under this Agreement, the parties will comply with all applicable laws and regulations. Without limiting the generality of the foregoing, the parties will observe and comply with the provisions relating to the federal anti-kickback statute, set forth at 42 U.S.C. § 1320a-7b(b) (“Anti-Kickback Statute”), and the federal prohibition against physician self-referrals, set forth at 42 U.S.C. § 1395nn (“Stark Law”).

6. Term; Termination

6.1 Term. The Term of this Agreement begins as of the Effective Date **September 1st, 2025** and ends **September 1st, 2027**.

6.2 Termination. Notwithstanding any provision or language in this Agreement to the contrary, either party has the right to terminate this Agreement, prior to the expiration of the Term, without cause, by providing the other party one hundred twenty (120) days’ written notice. Both parties retain the right to terminate this Agreement immediately “for cause.” In the event of early termination of this Agreement, any student currently participating in the Clinical Experience shall be a permitted to complete the Clinical Experience to the extent practicable, provided that School continues to fulfill all of its obligations hereunder including, without limitation, obligations regarding insurance, indemnification and day-to-day operation of the Clinical Experience.

7. Notices.

Whenever notice must be given under the provisions of this Agreement, such notice must be in writing and will be deemed to have been duly given to the parties at their respective addresses listed below by (a) hand-delivery (with written confirmation of receipt); or (b) certified mail, return receipt requested, postage prepaid, and addressed to the parties at their respective addresses set forth on the signature page of this Agreement; or (c) overnight delivery service; provided that a copy is mailed by registered mail, return receipt requested. Any party may change its address for notices by providing the other Parties with written notice complying with the requirements of this Section.

To Hospital:
University Hospital
150 Bergen Street
Administrative Suite Level D
Newark, NJ 07103
Attention: Office of the President and
Chief Executive Officer

With a Copy to:
University Hospital
150 Bergen Street, B-239
Newark, NJ 07101
Attention: Director, Education and
Professional Development

To the School:
**Hudson County Community
College**
70 Sip Avenue
Jersey City, NJ 07306
Attention: Office of the President

With a Copy to:
**Hudson County Community
College / Nursing Program**
870 Bergen Avenue, 3rd Floor
Jersey City, NJ 07306
Attention: Catherine Sirangelo, Dean

8. General Provisions

8.1 **Non-Discrimination; Compliance with Laws.** The parties agree that there shall be no discrimination against any Student on the basis of age, race, color, creed, religion, gender, sexual orientation, ancestry, national origin, marital status, pregnancy status, veteran status, disability or membership in any other protected class in violation of any law applicable to the School and/or Hospital in connection with this Agreement.

8.2 **Change in Law.** The parties acknowledges and agree that if, as a result of a change in law or regulation or a judicial or administrative decision or interpretation, the performance by either party of any provision of this Agreement should jeopardize the licensure of Hospital, its participation in Medicare, Medicaid or other public or private reimbursement or payment programs, its exemption from taxation under Internal Revenue Code Section 501(c)(3) or its full accreditation by the Joint Commission on Accreditation of Healthcare Organizations, or if it should constitute a violation of any statute, regulation or ordinance, or be deemed unethical by any recognized agency or association in the medical or hospital field, Hospital may request that this Agreement be renegotiated to eliminate the jeopardy and, if agreement is not reached within seven (7) calendar days, Hospital shall terminate this Agreement effective immediately.

8.3 **Indemnification.** Each party agrees that it will indemnify and hold harmless the other, including its officers, directors/trustees, employees, and agents from any and all third-party liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions of the indemnifying party, its officers, directors/trustees, employees, and agents arising out of this Agreement and its performance hereunder, except to the extent such damage or injury is caused by the negligent acts or omissions of the other party and/or its officers, directors/trustees, employees, and/or agents. Each party shall: (1) give prompt notice to the other of any claims threatened or made, or suits instituted against it which could result in a claim or right to indemnification as provided herein; (2) cooperate in the defense of any such claim or action; and (3) not settle such action or claim without the prior consent of the other party, which consent shall not be unreasonably withheld. This provision shall survive termination of this Agreement.

8.4 **Independent Contractor.** It is acknowledged and agreed by the parties that School, Students, faculty, On- site Clinical Evaluator(s), if applicable, employees and other personnel are “independent contractors” with respect to Hospital and that nothing in this Agreement is intended to or shall be construed to create any employer/employee relationship or any relationship other than that of independent contractors. Hospital shall in no event have any obligations to School, Students, faculty, On-site Clinical Evaluator(s), if applicable, employees or other personnel, including payment of any compensation, any withholding, social security, or any other employee-related obligations. School shall be responsible at all times for the actions and omissions of its Students, faculty, employees and other personnel.

8.5 **Non-Exclusivity.** School agrees and acknowledges that its placement of Students at Hospital is not exclusive and that Hospital has agreements with and accepts students from other schools.

8.6 **Entire Agreement.** The parties agree that they are not relying upon any promises, understanding, warranties, circumstances, conduct, negotiations, expectations, representations, or agreements, oral or written, express or implied, other than those expressly set forth herein; that this Agreement is a complete integration and constitutes the entire Agreement of the parties with respect to the subject matter hereof; that upon and after the Effective Date, this Agreement shall supersede any and all writings in effect between the parties regarding the subject matter of the terms and conditions set forth in this Agreement; that no amendments or other modifications of this Agreement shall be valid unless in writing and signed.

8.7 Governing Law. This Agreement shall be deemed to have been executed in the State of New Jersey, and shall be governed by and construed in accordance with the laws of the State of New Jersey without giving effect to its principles of conflicts of laws. The parties further agree that any and all claims arising under this Agreement, or related thereto, shall be heard and determined either in the courts of the United States with venue in New Jersey, or in the courts of the State of New Jersey.

8.8 Severability. If any provision of this Agreement is held by a court of competent jurisdiction, or determined under applicable federal or New Jersey state law, to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect.

8.9 Assignment. Except as otherwise provided in this Agreement, the parties hereto may not assign their rights, duties or obligations, either in whole or in part, without receiving the prior written consent of the other party.

8.10 Non-Waiver. The failure of either party to enforce a breach of any provision of this Agreement or to insist on strict performance of any provision of this Agreement shall not be construed as a waiver of the breach for the remaining Term of this Agreement.

8.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of Page Left Intentionally Blank; Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto agree to the above as written.

University Hospital

Hudson County Community College

By: _____

By: _____

Name: Robert C. Iannaccone, MBA, JD

Name: Christopher M. Reber, Ph.D.

Title: Executive Vice President

Title: President, College

EXHIBIT A

AGREEMENT OF CONFIDENTIALITY

University Hospital (“Hospital”) has a legal and ethical responsibility to safeguard the privacy of all patients and protect the confidentiality of their personal health information. In the course of my participation in the educational Clinical Experience at Hospital (“Clinical Experience”), I may come into the possession of confidential patient information.

I understand that such information must be maintained in the strictest confidence in my capacity as a faculty member or Student, and even after my participation in the Clinical Experience is terminated or concluded. As a condition of my participation in the Clinical Experience, I hereby acknowledge and agree that I will not at any time during or after such participation disclose any patient or other confidential information whatsoever and any breach or violation or failure of this legal duty, whether intentional, unintentional or negligent, may result in the termination of my participation in the Clinical Experience, and may subject me to fines, penalties, damages and other legal actions.

When patient or other confidential information must be discussed with any health care practitioners in my capacity as a Student or the School’s faculty in the course of my work, I will use all reasonable care and discretion to assure that such conversations are not overheard by others who are not involved in the patient’s care.

I understand the user ID/password assigned for access to any Hospital computer system is unique to me and for my use only and in connection with authorized functions related to the Clinical Experience. I acknowledge and agree that I will be held accountable for system access and entries performed by me. If issued a password, I agree not to release it to anyone else. I will not post, share or otherwise distribute my password. I will contact the University Hospital Department of Information Services and Technology immediately if I have reason to believe the confidentiality of my password has been compromised.

By signing below, I acknowledge that I have read the above and accept the responsibility associated with these statements. I understand that any violation of this Agreement of Confidentiality may be cause for immediate termination of my participation in the Clinical Experience.

Faculty or Student Name

Faculty or Student Signature

Date

**AFFILIATION AGREEMENT
BETWEEN
HUDSON COUNTY COMMUNITY COLLEGE
AND
BAYONNE MEDICAL CENTER**

This affiliation agreement (“Agreement”), effective September 1, 2025, is between Hudson County Community College (“College”), located at 70 Sip Avenue, Jersey City, New Jersey 07306, and Bayonne Medical Center (“Bayonne Medical Center”), located at 29 E 29th Street Bayonne, NJ 07002 (collectively, the “parties”), for the College’s **Practical Nursing (PN) Program**. The parties agree as follows:

1. **TERM**

This contract shall be for a period commencing September 1, 2025, and continuing through August 31, 2027.

This agreement shall be reviewed at the end of the term and may be renewed by a new written agreement of the parties.

Either party may at any time during the term of this agreement, with or without cause, terminate this agreement upon one hundred twenty (120) days written notice to the other party. In the event of termination, students enrolled in the PN Program shall be allowed to complete the applicable program.

Bayonne Medical Center may immediately terminate a student(s) participation at the clinical site if Bayonne Medical Center believes that the continued participation of the student(s) is unsafe, disruptive, detrimental to resident care, or otherwise not in conformity with Bayonne Medical Center’s standards, policies, procedures, or health requirements. Bayonne Medical Center shall be responsible for its decision to terminate a student from the clinical site.

2. **COLLEGE RESPONSIBILITIES**

The College as the sponsoring agency agrees:

- a. To assume full responsibility for the planning and the execution of the curriculum for its students including the administration, curriculum content, and Faculty appointments.
- b. To assure that all 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 maintain a student to instructor ratio not to exceed 10 students to 1 instructor.

- f. To require that students conform to the rules, regulations, and policies of Bayonne Medical Center. These rules, regulations and policies will be available and reviewed with the students/Faculty by Bayonne Medical Center.
- g. To require student's statement of health screening to include:
 - a. Physical exam
 - b. Proof of negative reaction to two (2) consecutive Mantoux tests given within three (3) weeks, or if positive reaction, negative chest x-ray result or a negative result on the QuantiFERON-TB-Gold test on file
 - c. Submission of a criminal background check and fingerprinting prior to certification
 - d. Completion of drug screening before clinical rotation:

Ten-panel drug test

 - Marijuana (THC)
 - Cocaine
 - Amphetamines
 - Opiates
 - Phencyclidine (PCP)
 - Barbiturates
 - Benzodiazepines
 - Methadone
 - Methaqualone (Quaaludes)
 - Propoxyphene
 - e. Most recent COVID-19 test results
 - f. Proof of annual Flu vaccine
- h. To provide medical documentation of any special physical needs of students and to provide for any special allergic needs of the students.
- i. To verify correct completion of all resident care records and co-sign all student documentation during the clinical experience.

3. **BAYONNE MEDICAL CENTER HEALTH RESPONSIBILITIES**

Bayonne Medical Center agrees:

- a. To participate in joint evaluation of the effectiveness of the clinical experiences through meetings and/or written evaluations of the students and Faculty.
- b. To provide necessary supplies, facilities, and supervision as may be required to ensure quality education for the students without impairing quality client care.
- c. To provide an orientation of its facilities, policies, and procedures for the College's Faculty and students.
- d. Bayonne Medical Center shall at all times retain sole responsibility for all client care, and the extent of participation of the student in assisting with or observing client care. (However, the foregoing statement is not meant to address the issue of ultimate legal liability in the event of a claim.)

4. **MUTUAL OBLIGATIONS**

- a. Responsibility for planning the clinical experience with Bayonne Medical Center will be jointly shared by Bayonne Medical Center's staff and the College's instructors, subject at all times to the policies, rules, and regulations of Bayonne Medical Center.
- b. A student of the College may be assigned to any facilities or programs within the Bayonne Medical Center's system.
- c. Student curriculum, attendance, and scheduling shall be under the direction of the College as long as they do not conflict with Bayonne Medical Center's policies, rules, and regulations.
- d. Students are not employees of either party during the hours in which they participate in this program.
- e. Students of the College will start their clinical experience program as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of the College and Bayonne Medical Center.
- f. College and Bayonne Medical Center shall at all times be independent contractors. Nothing in this Agreement is intended, or shall be construed, to create an employer/employee relationship, joint venture, partnership or other relationship between the College and Bayonne Medical Center.

5. **INSURANCE**

During the term of this Agreement, the College 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 College shall also provide general liability coverage in the minimum amount of \$1,000,000 for personal injury, or property damage and \$3,000,000 in the aggregation.

6. **CONFIDENTIALITY**

Both the College and Bayonne Medical Center 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 regarding both patient records, student records and personally identifiable information.

7. **INDEMNIFICATION**

The College shall indemnify and defend Bayonne Medical Center and its directors, officers, employees, medical staff, and agents from and against all third-party claims (including reasonable attorneys' fees) to the extent caused by the negligence or breach of this Agreement of Program Participants or the College.

Bayonne Medical Center shall indemnify and defend the College and its trustees, directors, officers, employees, faculty, staff, students and agents from and against all third-party claims (including reasonable attorneys' fees) to the extent caused by the negligence or breach of this Agreement by the Hospital or its directors, officers, employees, medical staff and/or agents.

8. **EMERGENCY MEDICAL CARE**

Bayonne Medical Center agrees that College personnel, including students, assigned to Bayonne Medical Center in conjunction with their participation in this agreement shall have access to emergency medical care in the event of illness or injury requiring medical attention. However, the cost of such medical care shall be at the individual's own expense to the extent not covered by insurance.

9. **REGULATORY REQUIREMENTS**

Both parties agree to meet and fulfill all applicable standards as outlined by the State Department of Health and all applicable regulatory requirements.

10. **CHOICE OF LAW/DISPUTE RESOLUTION**

All disputes between the parties shall be governed by New Jersey law regardless of New Jersey's choice of law principles. The parties agree that the Superior Court of New Jersey venue in Hudson County shall be the exclusive jurisdiction for all matters and claims between the parties.

Hudson County Community College

Name: _____

Title:

Signature: _____

Date: _____

Bayonne Medical Center

Name:

Title: Chief Hospital Executive

Signature:

Date:

CLINICAL AFFILIATION AGREEMENT

This Agreement is made on September 1, 2025 by and between Hudson County Community College (the "**college**"), located at 70 Sip Avenue, Jersey City, New Jersey 07306, and Peace Care St. Ann's (the "**Nursing Home**"), located at 198 Old Bergen Road, Jersey City, NJ 07305.

WHEREAS, the College has developed and established an approved **Practical Nursing Program** and desires to develop a clinical affiliation with the Nursing Home for purposes of providing clinical experience to students (the "**Students**"); and

WHEREAS, the Nursing Home operates long-term care facilities in Hudson County and is willing to enter into this Agreement with the College in order to provide the students an opportunity to obtain clinical experience at one or more of its facilities.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants set forth herein, the parties agree as follows:

I. Term

This Agreement shall commence on September 1, 2025 and terminate on August 31, 2027 unless terminated earlier in accordance with this Agreement. This Agreement may thereafter be renewed for additional two (2) year periods upon mutual written consent of the parties.

II. Responsibilities of the College

A. The College shall assume full responsibility for Student education, including planning and executing the clinical education programs.

B. The College shall provide qualified faculty ("**Faculty**" or "**Faculty Member**"), proficient in the applicable clinical area of study, who shall assume responsibility for the overall administration of the program, including the establishment of curricula. A Faculty Member shall be available by phone or electronic means during the times when Students are assigned for clinical experience. The Faculty and Program Director, appointed by the Nursing Home, will develop mutually agreeable protocols each semester on Faculty availability. The student-faculty ratio shall not be more than ten (10) Students to one (1) Faculty Member. Further; when a Student is a nursing student, the College shall provide on-site Faculty to supervise and instruct such nursing Student at the Nursing Home; and the College shall ensure that a preceptor is assigned to all other Students not providing direct patient care.

C. The College shall designate one or more Clinical Coordinators (the "**Clinical Coordinators**" or "**Coordinators**") who shall confer annually with the Nursing Home's designated liaison (the "**Designated Liaison**") and other personnel involved in the clinical program to discuss, plan and evaluate the clinical program, with input from Students. The Coordinators shall also be responsible for requiring assigned Faculty Members to comply with the rules and regulations of the Nursing Home, including, without limitation, the Nursing Home's Corporate Compliance Program, to the extent applicable, and the Nursing Home's Code of Ethics, and have received orientation to the Nursing Home and to their responsibilities pursuant to this Agreement.

Further, College hereby agrees to inform the College's students of the additional terms of the Nursing Home's Corporate Compliance Plan.

D. The College shall assign qualified Students who are enrolled in the didactic portion of their program to the Nursing Home for clinical experience. Notwithstanding the foregoing, the Nursing Home retains the sole discretion to limit the number of Students accepted based on the health and safety of the patients served by the Nursing Home.

E. The College shall furnish to the Nursing Home, at least two (2) weeks prior to the commencement of each semester: a proposed list of assignments of Students, including assignment date and times; the number, names and educational levels of Students; a list of the Faculty Members including their names, office and home phone numbers, and their degree qualifications; the clinical areas of assignment requested; course syllabus and objectives to be met. Such lists shall be subject to the Nursing Home's review and approval prior to the commencement of each semester.

F. All Faculty that will be on-site at the Nursing Home and Students must complete all orientation and training requirements as determined by the Nursing Home and made available online prior to the first clinical day. The College, in cooperation with the Nursing Home, shall orient all Students and Faculty Members to their responsibilities under this Agreement and to the rules and regulations of the Nursing Home. The College shall endeavor to ensure that all Students and Faculty Members comply at all times with such rules and regulations. Any Student or Faculty Member failing to comply with such rules and regulations or to otherwise meet the requirements set forth above, shall be reported by the Designated Liaison to the Clinical Coordinator. Such problem shall be evaluated jointly in conference by representatives of the College and the Nursing Home. Should a problem arise which, in the opinion of the Nursing Home, may adversely affect the safety and/or welfare of its patients, the Nursing Home may in its sole discretion, remove the Student or Faculty Member in question from the clinical area. Such removal shall, where practicable, be discussed in advance with the Faculty Member or Coordinator. Nursing Home shall be responsible for any decision made in its sole discretion to remove a Student or Faculty Member from the clinical area. The Student or Faculty Member may not return to the Nursing Home until the problem is resolved to the satisfaction of the Nursing Home. The Clinical Coordinator shall be responsible for resolving all such issues through communication with the Designated Liaison who, in turn, will communicate with Nursing Home personnel and administration.

G. The College acknowledges that the condition of the patient and patient medical records contain privileged and confidential information about the patient. The College agrees that its Faculty and Students shall keep patient medical records and all information contained therein strictly confidential, and shall not disclose any such information to anyone without the Nursing Home obtaining prior written consent from the patient or the patient's legal guardian, health care representative or other decision maker. The College shall advise all Students and Faculty the condition of patients and all medical records are confidential and must be treated as such. The Clinical Coordinators shall specifically advise all Students and Faculty that breaches of confidentiality shall be sufficient cause to have that person removed from participation in the clinical program, in accordance with **Section VIII** hereof.

H. Faculty Members shall: 1) arrange a planning meeting with the Program

Director or Designated Liaison at least two weeks prior to the first clinical day to discuss objectives and the implementation of these objectives. This discussion will include but not be limited to: a) method of patient assignments, b) role of Staff/involvement with Students, c)

specific expectations regarding student responsibilities, including exact time Students will be on the unit, d) method of patient status report, e) special expectations/requirements of unit; 2) plan assignments with the Program Director or Designee and apprise the Program Director of the progression of learning experiences; and 3) report to the Program Director any significant change in the patient's condition as it occurs so that appropriate action may be taken. Further, when applicable to the Student, Faculty Members shall assume responsibility for: a) Patients' charts and medication records completed by a Student, countersigned by the Faculty Member responsible for overseeing the student's work; b) the correct completion of patient care records and other service documents by the students; and c) ensuring that Student reports are given to the Program Director at the completion of the clinical day.

I. Prior to permitting any Faculty Member (when on-site at the Nursing Home) or Student to begin participating in the clinical program at the Nursing Home, the College shall provide to the Nursing Home appropriate evidence regarding health screening of each Student and Faculty Member. The College shall notify the Nursing Home immediately in the event that the College determines that a Student or Faculty Member is no longer in good health, so as to preclude participating in the clinical program at the Nursing Home, and shall remove the Student or Faculty Member from the Nursing Home. The Nursing Home shall not be liable to the College, any Student or Faculty Member for any injury suffered by a Student or Faculty member arising out of, from, in connection with, or as a result of incomplete, inaccurate, false or non-disclosed information required by this section, and the College agrees to indemnify the Nursing Home and hold the Nursing Home harmless for any such injury to the extent arising from the Student's or Faculty Member's disclosure of incomplete, inaccurate, false or non-disclosed information required by this section in accordance with **Section XI** hereof.

J. Each Student submits to a background check as part of the admission requirement at College.

K. Each student submits to a drug test screen as part of the admission requirement at College

L. The College shall assume any obligations that may be imposed by the State's Workers' Compensation law in connection with injuries or disabilities sustained by a Faculty Member by reason of accident or occupational disease arising out of, or in the course of, a Faculty Member's participation in the clinical program.

M. The College shall require that each Student, while in the clinical areas of the Nursing Home, wears the uniform required by the College unless a different particular dress is required in the clinical unit where the student is assigned. College shall also require that all Faculty Members adhere to appropriate dress code regulations of Nursing Home.

N. The College shall be responsible for ensuring that each Student assigned to the clinical program has the personal equipment necessary to satisfactorily participate in the clinical program.

O. The College shall maintain accurate and complete records and reports on each Student's clinical education experience at the Nursing Home.

P. Faculty Member shall arrange to meet with Program Directors prior to the start of semester rotations to review the clinical guidelines, tour the unit, and to establish mutually

agreeable protocols for communications between Students, Faculty Members and Nursing Home staff.

Q. The College shall be responsible for the cost of repairing or replacing any of the Nursing Home's property, which is broken or damaged solely by the acts of any Student or Faculty Member.

Responsibilities of the Nursing Home

A. Ultimate responsibility for the care and safety of the patient will remain with the Nursing Home.

B. When a Student is a guest, the Nursing Home shall provide clinical instruction and supervision of the student by qualified personnel who meet the standards of recognized professional accrediting agencies or New Jersey State agencies and the stated objectives of the College. The Nursing Home shall designate in writing to the College the name, professional and academic credentials of staff members participating in the clinical education program.

C. The Nursing Home shall appoint a Program Director who shall assign a Designated Liaison who shall be responsible for the coordination and implementation of the clinical program with the College's Clinical Coordinator.

D. To the extent practicable, the Nursing Home shall make its clinical facilities available to the College, in order to assist the College in operating its clinical educational program for its Students, giving due consideration to the Nursing Home's responsibilities to deliver quality patient care and to provide clinical experience to students of other educational programs.

E. The Nursing Home shall make available an online orientation session for the Faculty Members involved in the clinical program. This orientation will include rules, regulations and policies of the Nursing Home and information required by the Occupational Safety and Health Administration ("OSHA"), U.S. Department of Labor and State of New Jersey regulations including fire safety, infection prevention and Hazards in the Workplace.

F. The Nursing Home shall provide emergency treatment in its Emergency Department to Students and/or Faculty Members who become ill or injured (including needlesticks, blood or body fluid exposure) during the clinical experience. The Students or Faculty Members so treated shall be responsible for the Emergency Department charges, and for any follow-up care or treatments, which are required beyond such emergency care and the charges for same.

G. To the extent practicable, the Nursing Home shall permit Students and Faculty Members to use the Nursing Home's library, cafeteria, coffee shop, locker room and other facilities and the visitors' parking lot at the students' own expense. The Nursing Home shall not be responsible for Student's or College Faculty member's lost or stolen property, including vehicles, except to the extent caused by the negligent or intentional acts of Nursing Home, or anyone for whom the Nursing Home is responsible.

H. The Nursing Home shall advise the College as soon as practicable and consistent with Nursing Home policies and regulations, if Students or Faculty Members are exposed to any contagious diseases while participating in the clinical program that were unknown at the time care was rendered by Students or Faculty.

I. Patient Care

A. Every patient receiving medical care shall be treated with the understanding of the patient and, where necessary, of the patient's parents or guardian that she/he will be involved in the clinical educational program for the students. The Nursing Home shall assume the responsibility of obtaining any necessary consent, and/or issuing any necessary notices to a patient or a patient's parents or guardian when necessary.

B. The patient care records and notes as recorded by Students and identified by the Student's signature and the College will become part of the patient's Nursing Home record. These entries shall be reviewed and countersigned by a Faculty Member, as applicable, or as otherwise required by the Nursing Home.

C. The students and/or Faculty Members shall not publish any material relative to the clinical experience without first obtaining the Nursing Home's prior written consent, which consent may be withheld in the Nursing Home's sole discretion. Similarly, the Students and/or Faculty Members shall not conduct any research projects, data collections, or data assessments relative to the clinical experience, without first obtaining the Nursing Home's prior written consent, which consent may be withheld in the Nursing Home's sole discretion. Furthermore, any such approved research projects, data collections, or data assessments must be conducted in accordance with Nursing Home policy and procedure.

V. Status

No Student or Faculty Member shall be considered an employee, agent or servant of the Nursing Home, but rather such individuals shall be considered as visitors or licensees when such individuals are performing duties at the Nursing Home in connection with the clinical program or this Agreement. No Student or Faculty Member is entitled to any payments from the Nursing Home in the nature of benefits under any workmen's compensation law or disability law for any acts, illness, occurrence or event occurring in or relating to the Nursing Home or arising out of the clinical program.

VI. Non-Discrimination

The parties to this Agreement hereby agree that they shall not unlawfully discriminate on the basis of race, creed, color, national origin, ancestry, age, marital status, sex, handicap, disability, sexual orientation, Veteran status or other protected category in connection with this Agreement and that each shall fully comply with all applicable Federal and State statutes concerning discrimination in connection with their respective obligations pursuant to this Agreement.

VII. Policies and Procedures

The Nursing Home and the College shall have the right to change their respective policies and procedures in connection with the clinical program. In the event of such a change by either the College or the Nursing Home, the other party shall be advised in writing two (2) weeks prior to such change becoming effective. Upon receipt of such notice, the Designated Liaison and the Clinical Coordinator shall take the necessary steps to ensure that all appropriate personnel of their respective institutions are advised of the change and that steps have been taken to ensure compliance therewith.

VIII. Student Withdrawal or Dismissal from Program

The College shall withdraw any Student or Faculty Member from the clinical program site when that Student or Faculty Member is unacceptable to the Nursing Home, in the Nursing Home's sole discretion, for reasons of health, performance, or other cause that is job-related. Nursing Home shall be responsible for its decision to require the College to withdraw any Student or Faculty Member.

IX. Insurance

--v--

A. The College shall obtain and maintain professional liability coverage ensuring the College and each Faculty Member involved in the clinical program by a minimum of One Million (\$1,000,000.00) Dollars per claim, and Three Million (\$3,000,000.00) Dollars in the aggregate and general liability on an occurrence basis by a minimum of One Million Dollars (\$1,000,000.00) per claim and Two Million Dollars (\$2,000,000.00) in the aggregate. Upon the execution of this Agreement, and prior to the start of each semester, the College shall present the Nursing Home with evidence of coverage and evidence that such coverage may not be canceled or materially changed without thirty (30) days' prior written notice to the Nursing Home, as attached hereto as **Exhibit B**. The above limit requirements may be satisfied with one policy or with a combination of policies equal to the total limits required. In cases in which Students are required to provide their own insurance coverage, each Student shall be required to present evidence of insurance coverage prior to the start of each semester. In cases in which the College provides insurance for Faculty Members, the College shall provide the Nursing Home with a certificate of insurance that expressly states that College's insurance policy covers not only the College but also Faculty Members, through a self-insurance program or a third party insurer acceptable to the Nursing Home.

B. The Nursing Home will provide professional and general liability coverage for itself, its employees, agents and officers, through the Nursing Home's insurance program. Upon request, the Nursing Home shall provide the College with a letter from its Risk Management Department as evidence of such coverage.

X. Termination

This Agreement may be terminated upon a material breach by the Nursing Home or the College of any of its obligations under this Agreement that the breaching party fails to cure within thirty (30) days after receipt of written notice from the other party. In addition, either party may terminate this Agreement without cause upon ninety (90) days prior written notice to the other. In the event that the Nursing Home terminates this Agreement without cause prior to the completion of an academic semester, all Students assigned to a Nursing Home facility under this Agreement at the time of termination may continue their educational experience until the end of the then current semester.

XI. Indemnification

College agrees to defend, indemnify and hold harmless Nursing Home and its directors, trustees, officers and employees from and against any and all third-party claims, liabilities and expenses, including but not limited to reasonable attorneys' fees, relating to personal injury or property damage, to the extent arising out of the negligent acts or omissions of College and/or its employees or Students.

Nursing Home agrees to defend, indemnify and hold harmless College and its regents, trustees, officers, employees and Students from and against any and all third-party claims, liabilities and expenses, including but not limited to reasonable attorneys' fees, relating to personal injury or property damage, to the extent arising out of the negligent acts or omissions of Nursing Home and/or its employees or agents.

XII. Compliance with the Law

Each party in connection with the performance of the provisions of this Agreement shall comply with all Federal, State and local laws, rules and regulations. The Nursing Home shall remain solely responsible for ensuring that any services provided to patients pursuant to this Agreement comply with all pertinent provisions of Federal, State and local statutes, rules and regulations. In the event that the performance by either party hereto of any term, covenant, condition or provision of this Agreement should jeopardize either party's licensure, either party's participation in Medicare, Medicaid or other reimbursement or payment programs, or if for any other reason said performance should be in violation of any statute, regulation, ordinance, or be otherwise deemed illegal, this Agreement shall, if practicable, be re-negotiated so as to eliminate the violation or non-complying aspects hereof, but without altering all other rights and obligation of the parties hereunder.

XIII. Intention of the Parties

All material matters of mutual concern to the Nursing Home and the College in connection with the clinical program shall be discussed by the parties as the need to do so arises. In resolving any matter, however, the parties shall be guided by the principle that the relationship between the Nursing Home and its patients and the care of such patients are of paramount concern.

XIV. Modification

Any modification of the terms of this Agreement shall not be effective unless in writing and signed by authorized representatives of both parties.

XV. Governing Law

This Agreement shall be governed by and construed under the laws of the State of New Jersey. All disputes between the parties shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey, venued in Hudson County, New Jersey.

XVI. Headings

The headings contained herein are for the convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

XVII. No Waiver

Neither the failure by the parties to insist upon strict performance of any covenant, agreement, term or condition of this Agreement or to exercise a remedy consequent upon a breach thereof, nor the acceptance of full or partial performance during the continuance of any breach by the other shall constitute a waiver of any such breach or of such covenant, agreement, term or condition.

XVIII. Notice

All notices required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing and shall be delivered by hand, by confirmed courier or by United States Practical or certified mail, return receipt requested, postage prepaid, addressed as follows:

College:

Dr. Christopher Reber,
President
Hudson County Community College Campus
70 Sip Avenue
Jersey City, NJ 07306

Nursing Home:

Peace Care St. Ann's
198 Old Bergen Road
Jersey City, New Jersey
07305

XIX. Assignment

This Agreement and any rights and obligations hereunder, shall not be assignable by either party without the prior written consent of the other party. Any assignment entered into without the prior written consent of the other party shall constitute a breach of this contract and shall have no legal effect. Notwithstanding the foregoing, an assignment of this Agreement to an affiliate organization or successor of either party hereto shall be permissible upon the advance written notice to the other party.

XX. Corporate Compliance Addendum

The College and the Students are required to comply with the Corporate Compliance Addendum, as set forth attached hereto and made a part hereof.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

ATTEST:

HUDSON COUNTY COMMUNITY COLLEGE

By:

By: Dr. Christopher Reber

Name:

Name:

Executive Secretary

Title: President

ATTEST:

PEACE CARE ST. ANN'S

By: _____

Name:

**AFFILIATION AGREEMENT
BETWEEN
HUDSON COUNTY COMMUNITY COLLEGE
AND
ALARIS HEALTH AT JERSEY CITY**

Affiliation agreement, effective September 1, 2025, by and between Hudson County Community College (“College”), located at 70 Sip Avenue, Jersey City, New Jersey 07306, and Alaris Health at Jersey City (“Alaris Health”), located at 198 Stevens Avenue, Jersey City, New Jersey 07305, for the **Practical Nursing Program**.

1. **TERM**

This contract shall be for a period commencing September 1, 2025, and continuing until August 31, 2027.

This agreement shall be reviewed at the end of the term and may be renewed by a new written agreement of both parties.

Either party may at any time during the term of this agreement, with or without cause, terminate this agreement upon one hundred twenty (120) days written notice to the other party.

Alaris Health may immediately terminate a student(s) participation at the program site for the program established under this agreement, if Alaris Health believes that the continued participation of the student(s) is unsafe, disruptive, detrimental to resident care, or otherwise not in conformity with Alaris Health’s standards, policies, procedures, or health requirements. Alaris Health shall be responsible for its decision to terminate a students participation.

2. **COLLEGE RESPONSIBILITIES**

The College as the sponsoring agency agrees:

- a. To assume full responsibility for the planning and the execution of the curriculum for its students including the administration, curriculum content, and Faculty appointments.
- b. To assure that all 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 maintain a student to instructor ratio not to exceed 10 students to 1 instructor.
- f. To require that students conform to the rules, regulations, and policies of Alaris Health. These rules, regulations and policies will be available and reviewed with the students/Faculty by Alaris Health.

-
- g. To require student's statement of health screening to include:
 - a. Physical exam
 - b. Proof of negative reaction to two (2) consecutive Mantoux tests given within three (3) weeks, or if positive reaction, negative chest x-ray result or a negative result on the QuantiFERON-TB-Gold test on file
 - c. Submission of a criminal background check and fingerprinting prior to certification
 - d. Completion of drug screening before clinical rotation:
Ten-panel drug test
 - Marijuana (THC)
 - Cocaine
 - Amphetamines
 - Opiates
 - Phencyclidine (PCP)
 - Barbiturates
 - Benzodiazepines
 - Methadone
 - Methaqualone (Quaaludes)
 - Propoxyphene
 - e. Most recent COVID-19 test results
 - f. Proof of annual Flu vaccine
 - h. To provide medical documentation of any special physical needs of students and to provide for any special allergic needs of the students.
 - i. To verify correct completion of all resident care records and co-sign all student documentation during the clinical experience.

3. **ALARIS HEALTH RESPONSIBILITIES**

Alaris Health agrees:

- a. To participate in joint evaluation of the effectiveness of the clinical experiences through meetings and/or written evaluations of the students and Faculty.
- b. To provide necessary supplies, facilities, and supervision as may be required to ensure quality education for the students without impairing quality resident care.
- c. To provide an orientation of its facilities, policies, and procedures for the College's Faculty and students.

4. **MUTUAL OBLIGATIONS**

- a. Alaris Health shall at all times retain sole responsibility for all resident care, and the extent of participation of the student in assisting with or observing resident care. (However, the foregoing statement is not meant to address the issue of ultimate legal liability in the event of a claim.)
- b. Responsibility for planning the clinical experience with Alaris Health will be jointly shared by Alaris Health's staff and the College's instructors, subject at all times to the policies, rules, and regulations of Alaris Health.

- c. A student of the College may be assigned to any facilities or programs within the Alaris Health system.
- d. Student curriculum, attendance, and scheduling shall be under the direction of the College as long as they do not conflict with Alaris Health's policies, rules, and regulations.
- e. Students are not employees of either party during the hours in which they participate in this program.
- f. The student of the College will start his/her clinical experience program as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of the College and Alaris Health.
- g. College and Alaris Health shall at all times be independent contractors. Nothing in this Agreement is intended, or shall be construed, to create an employer/employee relationship, joint venture, partnership or other relationship between the College and Alaris Health.

5. **INSURANCE**

During the term of this Agreement, the College 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 College shall also provide general liability coverage in the minimum amount of \$1,000,000 for personal injury, or property damage and \$3,000,000 in the aggregation.

6. **CONFIDENTIALITY**

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

7. **INDEMNIFICATION**

The College agrees to protect, indemnify, and hold harmless Alaris Health, and its respective officers, trustees, employees, Faculty, students, house staff, and attending physicians from and against any and all third-party claims, demands, causes of action, damages and judgments (including, but not limited to, such on behalf of a resident or that resident's agent or family) which may be imposed upon, incurred, or brought against Alaris Health as a result of any negligent acts of omission or commission by the College or its officers, directors, employees, students or Faculty committed in connection with this Agreement, except that such indemnity shall not apply to the extent that a third-party claim, demand, cause of action, damage or judgment arises out of the negligent or wrongful acts or omissions of Alaris Health.

Alaris Health agrees to protect, indemnify, and hold harmless the College and its officers, trustees, employees, Faculty, students, house staff, and attending physicians from and against any and all third-party claims, demands, causes of action, damages, and judgments (including, but not limited to such on behalf of a resident or that resident's agent or family), which may be imposed upon, incurred, or brought against the College as a result of any negligent acts of omission or commission by Alaris Health or its officers, directors, employees, or Faculty committed in connection with this agreement, except that such indemnity shall not apply to the extent that a third-party claim, demand, cause of action, damage or judgment arises out of the negligent or wrongful acts or omissions of the College, its officers, directors, employees, students or Faculty.

8. **EMERGENCY MEDICAL CARE**

Alaris Health agrees that College personnel, including students, assigned to Alaris Health in conjunction with their participation in this agreement shall have access to emergency medical care in the event of illness or injury requiring medical attention. However, such medical care shall be at the individual's own expense.

9. **REGULATORY REQUIREMENTS**

Both parties agree to meet and fulfill all applicable standards as outlined by the State Department of Health and all applicable regulatory requirements.

10. **CHOICE OF LAW/DISPUTE RESOLUTION**

All disputes between the parties shall be governed by New Jersey law. The parties agree that the Superior Court of New Jersey venued in Hudson County shall be the exclusive jurisdiction for all matters and claims between the parties.

Hudson County Community College

Name: Dr. Christopher Reber

Title: President

Signature: _____ Date:

Alaris Health

Name: Linda Dooley, RN

Title: Chief Operating Officer, Alaris Health

Signature: _____ Date:



STUDENT TRAINING AGREEMENT

This **Student Training Agreement** (“Agreement”) is made and entered into on/about this ____ day of ____, 2025 by and between **Hudson County Community College** (“Sponsoring Institution”) and **Optum Medical Care of New Jersey, P.C.** and its subsidiaries and affiliates (collectively “Company”).

WHEREAS, Sponsoring Institution represents and warrants that it has established an approved professional training program (“Program”) for the education of Radiography Students (“Students”), which Program is accredited by the **State of New Jersey and JRCERT**; and

WHEREAS, Sponsoring Institution desires to have its Students obtain clinical experience in patient care at Company; and

WHEREAS, Company operates primary care and multi-specialty out-patient physician offices and clinics, and its administrative office is located at 201 Route 17, 12th Floor, Rutherford, NJ 07070 (“Facility” or “Facilities”); and

WHEREAS, the parties desire to establish their respective rights, responsibilities, and obligations in the Program.

NOW, THEREFORE, in consideration of the agreements herein contained, it is hereby mutually agreed between Sponsoring Institution and Company as follows:

1. RESPONSIBILITIES OF SPONSORING INSTITUTION:

Sponsoring Institution will perform the following acts, duties, and services:

a. Sponsoring Institution will assign Students who have successfully completed appropriate clinical education and training experience as Program participants to the Facility.

b. If required by law, Sponsoring Institution will provide workers’ compensation or other liability insurance for Students, and Students will be responsible for providing for their own health insurance. Sponsoring Institution will advise Company of the arrangement and Sponsoring Institution, or Students will provide Company with evidence of the required insurance.

c. On or before commencement of the Initial Term of this Agreement, Sponsoring Institution will designate a representative to work with Facility’s representative to coordinate the administrative and academic aspects of the Program. Sponsoring Institution will not assign any faculty member to Facility in connection with the operation of the Program who is not appropriately licensed or certified, and will keep evidence of the licensure or certification of all assigned faculty on file with Facility at all times.

d. Sponsoring Institution will inform each Student that he or she is responsible for:

(i) respecting the confidentiality of Company’s or Facility’s patients and Facility’s patient records (and enabling Facility’s compliance with) the requirements of regulations at 45 Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, subparts A and E (the “Privacy Rule”) and 45 C.F.R. Part 164, subparts A and C (the “Security Rule”) for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996, as amended by any other statute, rule and/or regulation, including

Division A, Title XIII of the American Recovery and Reinvestment Act of 2009 (Pub. L. No., 111-5), otherwise known as the Health Information Technology for Economic and Clinical Health Act (“HITECH”) (collectively “HIPAA”);

(ii) complying with all applicable rules, regulations, policies, and procedures of Company;

(iii) complying with all state laws and regulations regarding the scope of practice of Students;

(iv) providing uniforms as required;

(v) complying with all policies concerning universal precautions, including wearing personal protective equipment;

(vi) paying all applicable expenses, including, without limitation, meals, laundering of uniforms, medical expenses, transportation, and books;

(vii) providing Company with records of each Student’s physical examinations, immunization statuses, and other medical tests as requested by Company and consistent with Company’s policies;

(viii) obtaining written permission from Company and Sponsoring Institution before publishing any material related to the Program experience; and

(ix) providing Company with any information it needs, including, without limitation, signing all requisite forms, to allow Company to conduct a background check on the Student (the background check will not include a report on the Student’s credit capacity or credit history) and a drug test if such background check or drug test is deemed necessary by Company.

e. Sponsoring Institution will obtain, upon request of Company, any authorization from Students necessary for the release of confidential records, including, without limitation, Students’ medical records and educational records.

f. Sponsoring Institution shall advise Students that they are not to receive wages from Company during this Program, that they are not deemed employees of Company, that they are not covered by Company’s workers’ compensation insurance in case of injury, and that they should have no expectation of employment upon the conclusion of the Program.

g. Sponsoring Institution shall remove and bar any Students from participation in the Program at the Facilities upon Company’s request for any reason deemed reasonable and sufficient by Company or Facility, in its sole discretion, provided that Company or Facility will exercise said removal rights in a nondiscriminatory manner. Company shall be responsible for its decision to require the removal or barring of any Student from Company’s Facilities.

h. Sponsoring Institution shall be responsible for maintaining all records and reports concerning or in any way related to the participation of all Students in the Program and the Program. At no time shall the protected health information (as defined at 45 C.F.R. § 160.103) (“PHI”) of any of Facility’s patients appear in these records or reports, or in any other communication (written or oral) to the Sponsoring Institution by either Facility or any Student. Sponsoring Institution shall require each Student to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Confidential Information Agreement in the form attached hereto as Exhibit B.

i. Sponsoring Institution will provide personal protection equipment (PPE) for Students including:

- (i) PPE kits;
- (ii) PPE training; and
- (iii) Mask fit testing and N95 masks.

2. RESPONSIBILITIES OF FACILITY:

Facility, acting by and through its site administrator, will perform the following acts, duties, and services:

a. Facility will designate an employee who will act as a liaison between it and Sponsoring Institution.

b. Facility will provide Students and faculty with an orientation to Facility. The orientation shall include, but will not be limited to, instructions concerning Facility's rules, regulations, policies, procedures, universal precautions, and confidentiality.

c. Facility shall provide Students with a structured Program and supervision commensurate with the Program. Facility shall also provide personnel and related resources to implement the Program.

d. Facility shall permit Students to use equipment at Facility, as Facility determines appropriate, and Facility shall provide Students with access to its break room.

e. The Student shall be responsible for paying the Student's medical expenses as may be necessary for any illness or injury arising from any activity the Student was engaged in as part of the Program. Nothing in this Agreement shall be construed as an assumption of liability by Company or Facility for any injury suffered by a Student during his or her experience at Facility. Facility shall not be responsible for providing emergency medical care for any Student.

f. Company and Facility retain the right to request removal of, and bar, any Student from participation in the Program at the Facilities who, for any reason deemed sufficient by Company or Facility, in its sole discretion, is not complying with the terms and conditions of this Agreement or Facility's policies and procedures; is disruptive; is behaving in a manner detrimental to the Program and/or Facility's patients, including drug or alcohol use; or is not participating in the Program at a level which will permit the Student to achieve the benefits of his/her experience; provided; however, that Company or Facility exercises said privilege in a nondiscriminatory manner. Company shall be responsible for its decision to require the removal or barring of any Student from Company's Facilities.

g. Facility shall provide Sponsoring Institution with periodic reports, in the format reasonably requested by Sponsoring Institution, concerning the progress of Students. However, Sponsoring Institution shall at all times remain solely responsible for the evaluation and grading of Students.

h. Sponsoring Institution acknowledges that Facility is not responsible for the design or implementation of the Program but is merely affording Students an opportunity to secure an observational and/or clinical experience in a work setting different from that maintained by Sponsoring Institution.

3. MUTUAL RESPONSIBILITIES:

Sponsoring Institution and Facility, in cooperation and collaboration with each other, agree as follows:

- a. The parties agree to meet, at reasonably noticed and scheduled meetings, to plan and implement the learning experiences of Students.
- b. Both parties shall agree on the period of time for each Student's experience prior to the beginning of the Program.
- c. Both parties shall agree on the number of Students, necessary qualifications, and experience for the Program participants subject to space, time, and needs limitations.

4. CONFIDENTIALITY:

a. Sponsoring Institution and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information, unless otherwise required by law, of Company, Facility and/or its patients, and Optum Medical Care of New Jersey, P.C. and its subsidiaries and affiliates, and not disclose or reveal any confidential information to any third party without the express prior written consent of Company or Facility. Sponsoring Institution shall not disclose the terms of this Agreement to any person who is not a party to this Agreement except as required by law or as authorized by Company or Facility.

b. Sponsoring Institution, and its agents, Students, faculty, representatives, and employees, and Company, Facility, and its agents and employees, mutually agree to comply with the relevant provisions of HIPAA. Both parties acknowledge and agree that, from time to time, HIPAA may require modification to this Agreement for compliance purposes. Both parties further acknowledge and agree to comply with requests by either party related to HIPAA.

c. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Company and Facility with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to Sponsoring Institution. Sponsoring Institution acknowledges and recognizes that the unauthorized disclosure of confidential information, Protected Health Information ("PHI"), as defined by HIPAA, or the terms of this Agreement, unless specifically required by federal, state, or other law, shall be a material breach and Company or Facility may seek immediate injunctive relief and elect to institute and prosecute proceedings in any court of competent jurisdiction, either in law or equity, to enforce specific performance of Sponsoring Institution, to enjoin any threatened or actual breach of this Agreement by Sponsoring Institution, its agents, Students, faculty, representatives, and employees, as appropriate.

5. TERM AND TERMINATION:

a. This Agreement shall be for an initial term of one (1) year commencing on the last date of execution by the parties as indicated on the signature page to the Agreement ("Initial Term"), and will thereafter automatically renew for one (1) year successive terms (each renewal included with the Initial Term collectively referred to as the "Term"), unless terminated sooner by either party in accordance with this Agreement.

b. This Agreement may be terminated by either party, with or without cause, following thirty (30) days advance written notice by certified, registered mail to the other party. No termination shall be effective until the completion of the Program by those Students participating in the Program at the time the notice is given, unless Facility, in its absolute and sole discretion, discovers that the performance of this Agreement exposes Facility's patients and/or employees to harm or potential harm.

6. INDEMNIFICATION:

To the extent permitted by law, each party agrees to indemnify and hold harmless the other party for and on account of any and all third-party claims, liabilities, causes of action, damages, suits, judgments, and expenses, including, without limitation, reasonable attorneys' fees, arising out of, related to, or in any way connected with the negligent, reckless, or intentional wrongful acts or omissions of the indemnifying party, its faculty, employees, officers, or Students while in the conduct of the Program.

7. REMUNERATION:

No pay or remuneration will be given to either party for participation in the Program under this Agreement.

8. COMPLIANCE:

Sponsoring Institution and Company agree and certify that this Agreement is not intended to generate referrals for services or supplies for which payment may be made in whole or in part under any federal health care program. Sponsoring Institution and Company will comply with statutes, rules, and regulations as promulgated by federal and state regulatory agencies or legislative authorities having jurisdiction over the parties.

9. INSURANCE:

a. Sponsoring Institution's Insurance Requirements. During the term of this Agreement, Sponsoring Institution hereby agrees to maintain with commercial carriers or maintain through a self funded insurance program, as applicable, at all times and at Sponsoring Institution's own expense (i) General and Professional Liability insurance with a minimum annual coverage limitation of One Million Dollars (\$1,000,000) per occurrence and Three Million dollars in the annual aggregate (\$3,000,000), naming Company as an additional insured to the General Liability policy; (ii) Statutory Workers' Compensation insurance, other personal injury insurance for Students; and (iii) Automobile Liability insurance with coverage of One Million Dollars (\$1,000,000) per occurrence.

b. Company's Insurance Requirements. During the term of this Agreement, Company hereby agrees to maintain with commercial carriers or maintain through a self funded insurance program, as applicable, at all times and at Company's own expense (i) General and Professional Liability insurance with a minimum annual coverage limitation of One Million Dollars (\$1,000,000) per occurrence and Three Million dollars in the annual aggregate (\$3,000,000); and (ii) Statutory Workers' Compensation insurance and unemployment insurance covering all employees, in accordance with applicable state statutory limits for workers' compensation.

c. Certificates of Insurance. Company and Sponsoring Institution shall provide upon execution of this Agreement hereunder or at any time upon request, certificates of insurance or other documents in the case of a self insured programs evidencing the coverage required hereby,

and shall notify the other party immediately (within at least 30 days) of the cancellation, termination, or non-renewal of, or material change in, such insurance coverage. Company and Sponsoring Institution 's coverage may be carried through a self funded insurance program(s).

10. GENERAL PROVISIONS:

a. Status of Parties. The parties agree that the staff and Students of Sponsoring Institution participating in the Program are independent contractors, and, as such, are not the employees or agents of Company or Facility and are not entitled to any benefits from Company, including, but not limited to, workers' compensation, unemployment compensation, medical treatment, insurance, or any other benefits provided by Company to its employees, except as specifically required by law, and, in such case, only to the extent and for the purposes so required. Sponsoring Institution shall be liable for its own debts, obligations, acts, and omissions, including, without limitation, the payment of all required withholding, social security, and other taxes or benefits. In no event shall this Agreement be construed as establishing a partnership, joint venture, joint employment, or similar relationship between the parties hereto.

b. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and all prior discussions, understandings, negotiations, and representations concerning the subject matter of this Agreement not expressly set forth herein are void and of no force or effect whatsoever.

c. Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

d. No Waiver. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

e. Notices. Any notice or communication required or permitted to be sent to the parties shall be in writing and shall be deemed to have been sufficiently and effectively given if mailed by certified or registered mail, return receipt requested, addressed to:

If to Company: Optum Medical Care of New Jersey, P.C.
 1 Harmon Plaza, 10th Floor
 Secaucus, NJ 07094
 Attention: Legal Department

If to Sponsoring Hudson County Community College
Institution: 870 Bergen Avenue
 Jersey City, NJ 07306
 Attention: Cheryl Cashell, Program Director, Radiography

f. Governing Law; Jurisdiction. This Agreement shall be governed and interpreted according to the laws of the State of New Jersey. Any dispute or other legal action concerning this Agreement must be resolved by a Court located in Hudson County, New Jersey. The parties agree to submit to the personal jurisdiction of the Courts located within Hudson County, New Jersey for the purpose of litigating any and all such claims or disputes.

g. Severability. Should any portion of this Agreement be declared invalid by a court of competent jurisdiction, then, and in that event, it is the intention of the parties that the remainder of said Agreement shall remain in full force and effect.

h. Nonexclusive Agreement. This Agreement is nonexclusive. Either party reserves the right to participate in other clinical training programs.

i. Nondiscrimination. Neither the Sponsoring Institution nor the Company will discriminate against any person because of race, color, religion, sex, national origin, age, disability, sexual orientation, marital status, veteran status, Vietnam-era veteran status, or any other protected class status.

j. Assignment. Neither party may assign this Agreement to any party or entity without the prior written consent of the other party. This Agreement inures solely to the benefit of the parties hereto and any permitted assigns, and does not, and will not, be construed to create any third-party rights, including, without limitation, any third-party beneficiary rights to Students. Notwithstanding the foregoing, Company may assign this Agreement to any of its affiliates or subsidiaries without the consent of Sponsoring Institution. This Agreement will be binding upon and inure to the benefit of the successors, permitted assigns, heirs, and representatives of Company. Any attempted assignment of this Agreement in violation of the provisions of this section is void.

k. Amendment. This Agreement shall not be amended or modified, except by an instrument in writing duly executed by the parties hereto.

l. Name or Logo. Neither party shall use the other's name or logo in any descriptive or promotional literature or communication of any kind without the other's prior written approval, which approval shall not be unreasonably withheld.

m. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Copies of signatures sent by facsimile transmission will be deemed to be originals.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have signed and delivered this Agreement as of the date indicated next to their signature below to be effective as set forth in paragraph 5 of this Agreement.

**Sponsoring Institution:
Hudson County Community College**

By: _____
Name: Christopher M. Reber, Ph.D Date _____
Title: President

**Company:
Optum Medical Care of New Jersey, P.C.**

By: _____
Name: _____ Date _____
Title: _____

EXHIBIT A

STATEMENT OF STUDENT'S RESPONSIBILITIES

I acknowledge that I voluntarily agree to participate in a Student training program centered around the delivery of patient care delivery in primary care and multispecialty out-patient physician offices and clinics to patients at _____- _____ (“Company”) Facilities and/or the patient’s home, which will be administered under the laws and regulations of the state where I complete the Program. I understand that more information on Program state laws and restrictions is available through my site administrator at the Program facility.

I also acknowledge and agree that in order to participate in the Program and observe Company patients, I agree to act within the scope of instructions given to me, and I will always conduct myself in a safe and prudent manner. I also acknowledge that I have discussed and will continue to discuss the Facility operations with the appropriate members of the care team and/or faculty members of _____ (“Sponsoring Institution”), and have learned about the various risks and dangers that I may be exposed to when I enter the Facility. The risks we have discussed include, without limitation, the risk of exposure to blood products and fluids, which could result in exposure to and infection with the AIDS virus or hepatitis, as well as the risk of exposure to other infectious diseases, such as tuberculosis and other airborne diseases or pathogens and other inherent risks associated with interacting with the public and patients at the Facility.

I also understand I will not be asked to, and should not, enter information into the medical record or submit any billing or reimbursement information under health care programs. All billing and patient information is entered by Company employees.

It is the intention of the Company that my Program experience and activities be pleasant and rewarding. In the event that any Program experience or observation I see which is questionable, objectionable or if I am uncomfortable with a task I am asked to do, I am urged to seek out Facility or Company management to voice my concerns privately with a Company manager. I am also free to call 800-561-0861 in the event I feel my concerns are not properly addressed in the Facility.

For and in consideration of the benefit provided to me in the form of observing, monitoring and assisting with appropriate administrative and clinical tasks detailed to me by the Facility manager or the mentor assigned to me, I and my heirs, successors, and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by me while participating in the Program operated by Sponsoring Institution at the Facility.

In addition to the foregoing, I and my heirs, successors, and/or assigns hereby covenant and agree to indemnify and hold harmless Company and Facility for any injury or loss sustained by me while participating in the Program operated by Sponsoring Institution at Facility, or any injury or loss arising from my actions while participating in the Program or being at the facility.

Any capitalized terms not otherwise defined herein this Exhibit A have the meaning ascribed to them in the Student Training Agreement between Company and Sponsoring Institution.

By signing below, I acknowledge and agree that my participation in the Program at Company is completely voluntary; I shall not be entitled to any compensation for my participation; my attendance shall occur on my own time and at my own expense; and my attendance shall not give rise to any rights or claims against Company, including but not limited to rights or claims relating to: any employee benefit plans; workers compensation; or any purported employment or consulting relationship.

Dated this _____ day of _____, 20_____.

Student's Signature

Student (Print Name)

Witness

Witness (Print Name)

Student was given a copy of this form: _____ (Company employee initials)

EXHIBIT B

CONFIDENTIAL INFORMATION AGREEMENT (“Agreement”)

I understand the importance of preserving the confidential nature of the information of Optum Medical Care of New Jersey, P.C. (“Optum”) and its subsidiaries and affiliates (collectively “Company”). This includes, but is not limited to, Company’s and Facility’s data and records relative to business interests, computer systems and programs, projections, business plans, inventions, trade secrets, know-how, as well as information wherein Company or Facility has an obligation of confidentiality to a third party and information concerning any patient, employee, physician, independent contractor, student, program resident, fellow, or volunteer. I understand the necessity that such information not be compromised for any reason other than necessary business or medical communications and treatment needs.

I further understand that patient information, including but not limited to Protected Health Information, as defined by the HIPAA Privacy Rule at 45 C.F.R. 160.103 (“PHI”), is confidential and not to be discussed with or disseminated to anyone, either inside or outside Company, except on an as-needed basis for the treatment of the individual, payment related thereto, or for Company’s healthcare operations in compliance with federal and state regulations. Unauthorized dissemination may be a violation of federal and state laws. My obligations with regard to this PHI include, but are not limited to, the following:

- (a) I agree to not use or disclose PHI other than as permitted or required by this Agreement or as permitted or required by law.
- (b) I agree to use appropriate physical and technical safeguards to prevent the use or disclosure of Company’s PHI for any purpose other than pursuant to Sponsoring Institution’s underlying Student Training Agreement.
- (c) I shall implement and maintain safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information (“e-PHI”) that I create, receive, maintain or transmit on behalf of Company.
- (d) I agree that that no PHI has been or will be removed from the Facility. To the extent that any PHI has been removed from the Facility pursuant to a business associate agreement or consistent with HIPAA, upon termination of this Agreement, Sponsoring Institution’s Student Training Agreement, or the expiration or termination of my internship with Company, I will return or destroy all PHI received from or created or received on behalf of Company. In the event that Company determines that return or destruction is not feasible, I will extend the protections required in this Subsection (d) to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- (e) Company and I agree to comply with all applicable rules and regulations promulgated under HIPAA in effect.
- (f) I will report to Company, within a reasonable time period of discovery, any (i) Security Incident, or (ii) Security Breach as defined at 45 C.F.R. Part 164, Subpart D. My report will include:

- (i) The nature of the non-permitted use or disclosure including how such use or disclosure was made;
- (ii) The unsecured PHI used or disclosed;
- (iii) If possible and applicable, the identity of the person/entity who received the unsecured PHI;
- (iv) What corrective action I took (if applicable);
- (v) What I did to mitigate any deleterious effect (if applicable); and
- (vi) Such other information as Company may request.

(g) At all times during the term of this Agreement, I will comply with all applicable federal, state and local laws, rules and regulations pertaining to patient records and the confidentiality of patient information, including Company's PHI.

I am also aware and fully understand that any violation of this Agreement is grounds for corrective action, up to and including immediate termination from the Program and of any agreement between Company and any of their subsidiaries and/or related organizations by which I am bound.

(Any capitalized terms not defined in this Agreement will have the meaning given to them in the underlying Student Training Agreement between Sponsoring Institution and Company.)

Student Name Printed _____

Signature _____

Sponsoring Institution _____

Date _____

MEMORANDUM OF UNDERSTANDING

Between

Hudson County Community College

And

Save Latin America, Inc.

This Memorandum of Understanding (MOU) is made and entered into this ___ day of _____, 2025, by and between Hudson County Community College, located at [Address], hereinafter referred to as "the College," and Save Latin America, Inc., located at 138 39th St, Union City, NJ 07087, hereinafter referred to as "the Agency."

1. Purpose

The purpose of this MOU is to establish a collaborative partnership between the College and the Agency to provide comprehensive support services and programs for students and community members that enhance educational outcomes, well-being, and access to social services.

2. Scope of Collaboration

Under this agreement, both parties agree to work together to provide the following:

- a. Agency Responsibilities:
 - Deliver workshops/seminars related to health, mental health, housing assistance, financial literacy, employment services, or other relevant topics.
 - Provide internship or field placement opportunities for eligible students (if applicable).
 - Participate in joint outreach events and initiatives.
- b. College Responsibilities:
 - Provide access to appropriate space (physical or virtual) for the Agency to meet with students.
 - Promote Agency services and programs through campus communication channels.
 - Offer academic support and supervision for student interns, where applicable.
 - Collaborate on outreach and engagement strategies to reach target student populations.

3. Term and Renewal

This MOU shall commence on _____, 2025 and shall remain in effect until _____, 2026, unless terminated earlier pursuant to Section 6. This MOU may be renewed upon mutual written agreement by both parties.

4. Confidentiality

Both the College and the Agency agree to adhere to all applicable federal, state, and local privacy laws, including the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA), as applicable. No confidential information shall be disclosed without proper written consent.

5. Liability

Each party shall be responsible for its own acts and omissions and the acts and omissions of its employees, officers, and agents. This MOU does not create any employment, partnership, or joint venture relationship between the parties.

6. Termination

This MOU may be terminated by either party with thirty (30) days' written notice to the other party. Any services or commitments underway at the time of termination shall be concluded as mutually agreed upon.

7. Evaluation and Reporting

The College and the Agency agree to periodically review the effectiveness of this partnership. Each party will collect and share relevant (non-confidential) data and feedback to evaluate services, identify needs, and improve collaborative efforts.

8. Non-Discrimination

Both parties agree to provide services without discrimination on the basis of race, color, religion, gender, sexual orientation, national origin, age, disability, or any other characteristic protected by law.

9. Points of Contact

For the purposes of this agreement, each party designates the following contact person(s):

For the College:

Name: _____

Title: _____

Email: _____

Phone: _____

For the Agency:

Name: _____

Title: Executive Director

Email: hacosta@savelatinamerica.org

Phone: 201-271-7474

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the date first written above.

Hudson County Community College

By: _____

Name:

Title:

Date:

Save Latin America. Inc.

By: _____

Name: Henry Acosta, MSW, MSW, LSW

Title: Executive Director

Date:

Memorandum of Understanding (MOU)

Westcliff University and Hudson County Community College⁵

This Memorandum of Understanding (“MOU”) is made and entered into as of [Date], by and between:

Westcliff University, a private institution of higher education organized and existing under the laws of the State of California, with its principal place of business located at 17877 Von Karman Ave, Suite 400, Irvine, California 92614 (“Westcliff”),

AND

Hudson County Community College, a public institution of higher education organized and existing under the laws of the State of New Jersey, with its principal campus located at 70 Sip Avenue, Jersey City, NJ 07306 (“HCCC”).

Collectively referred to herein as the “Parties.”

1. Purpose

The purpose of this MOU is to establish a cooperative relationship between Westcliff University and Hudson County Community College to facilitate the use of HCCC’s classroom and instructional facilities by Westcliff for the delivery of Westcliff’s academic programs at the HCCC campus. This collaboration aims to expand educational access while maintaining high academic and operational standards.

2. Scope of Collaboration

Under this MOU, the primary activities shall include:

- Westcliff’s use of HCCC classroom space and supporting facilities to conduct in-person instruction for Westcliff academic programs.
- Coordination between both institutions to ensure facility scheduling, classroom availability, and mutual understanding of operational logistics.
- Alignment with all applicable accreditation, state, and local regulatory requirements.

3. Responsibilities of the Parties

3.1 Westcliff agrees to:

- Coordinate with HCCC’s designated point of contact to reserve classroom space on a schedule mutually agreed upon in advance.
- Maintain appropriate insurance, including liability coverage, and indemnify HCCC from any liability arising from Westcliff’s use of the facilities.

- Ensure all students, faculty, and staff comply with HCCC's campus safety, conduct, and operational rules and policies while on-site.

3.2 HCCC agrees to:

- Make reasonable efforts to accommodate Westcliff's requested dates and times, subject to HCCC's own instructional scheduling priorities and HCCC's calendar.
- Provide access to classroom facilities and, as agreed upon, additional campus spaces, during agreed upon specified times and dates.
- Designate a liaison to coordinate with Westcliff regarding scheduling, access, and support needs.
- Maintain all facilities in good working condition and ensure that Westcliff has the necessary access (e.g., keys, ID badges, technical support) for effective program delivery.
- Provide access to technical infrastructure and support to ensure faculty are able to engage with classroom technology..
- Notify Westcliff promptly of any scheduling conflicts, closures, or operational issues affecting facility availability.

4. Facility Use and Fees

- The Parties agree that classroom use will be governed by a 12-month Rental Room Contract, to be provided by HCCC and effective at the beginning of each calendar year, outlining Westcliff's projected classroom needs, estimated room sizes, and associated fees. Westcliff shall not be entitled to use any space at HCCC until such time as 12-month Rental Room Contract is signed by both parties.
- Standard room rental rates will be as follows:
 - \$500 per room per day (50-student capacity)
 - \$450 per room per day (35-student capacity)
 - \$375 per room per day (25-student capacity)
- Westcliff may adjust dates, increase or reduce room counts and sizes (subject to availability), and cancel reservations without penalty if notice is provided to HCCC in writing at least as long as notification is provided 60 days in advance of the affected dates. Westcliff shall be responsible for payment for any classroom reserved that is not cancelled at least 60 days in advance of the scheduled use date.
- All financial terms shall be documented in writing prior to commencement of classroom use, and shall be fair, transparent, and mutually agreed upon.

5. Term and Termination

- This MOU shall become effective upon signature by both Parties and remain in effect for an initial term of one (1) year;
- This MOU may be renewed for additional one-year terms upon mutual written agreement or may be renewed automatically unless either party gives notice of non-renewal in writing at least sixty days prior to expiration of the current term.
- Either Party may terminate this MOU at any time, with or without cause, by providing ninety (90) days' written notice to the other Party.
- In the event of termination, the Parties agree to cooperate in good faith to minimize disruption to any active programs, scheduled classes, or enrolled students.

6. General Provisions

- **ADA Compliance.** HCCC attests that all facilities it provides are ADA-compliant.
- **Binding Nature:** This MOU is intended be legally binding with respect to the specific terms stated in Sections 3 – 5, including facility use, fees, indemnification, and term. The parties acknowledge that this document does not create a partnership or joint venture.
- **Compliance with Laws:** Both Parties agree to comply with all applicable federal, state, and local laws, rules, and regulations, including those related to higher education, health, and safety.
- **Modification:** This MOU may be amended only by mutual written agreement signed by authorized representatives of both Parties.
- **Entire Agreement:** This document represents the entire understanding between the Parties with respect to the subject matter herein and supersedes all prior discussions or agreements.
- This MOU shall be governed by, and construed in accordance with, the laws of the State of New Jersey without regard to any choice of law rules or provisions. The parties agree that all disputes between them arising out of this MOU, the breach thereof, or any of the terms therein, shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey venued in Hudson County, New Jersey.
- The parties may not assign their rights under this MOU without the prior written consent of the other party, such consent not to be unreasonably withheld.

7. Signatures

IN WITNESS WHEREOF, the Parties have executed this Memorandum of Understanding as of the

date first written above

WESTCLIFF UNIVERSITY

By: _____

Name: [Name]

Title: [Title]

Date: _____

HUDSON COUNTY COMMUNITY COLLEGE

By: _____

Name: [Name]

Title: [Title]

Date: _____