

HUDSON COUNTY COMMUNITY COLLEGE  
AND  
HACKENSACK RADIOLOGY GROUP, P.A. AFFILIATION AGREEMENT

This agreement (the "Agreement") is made this \_\_\_\_ of \_\_\_\_ between Hackensack Radiology Group, P.A., (the "Imaging Center") located at **1 Metro Blvd Suite 1A Clifton, NJ 07014** and Hudson County Community College, (the "School") for the provision of clinical experience for Students ("Students") enrolled at School.

**WHEREAS**, School 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 JRCERT and;

**WHEREAS**, School 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 **1 Metro Blvd Suite 1A Clifton, NJ 07014** ("Facility"); and

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

**A. TERM**

This Agreement covers the period from August 28, 2025 through August 27, 2027 and may be renewed thereafter upon the execution of a new agreement or written amendment to this Agreement. Each Party will undertake an annual review of this Agreement.

**B. SCHOOL RESPONSIBILITIES**

1. The School will assume the responsibility for planning, directing and implementing the educational Program of the Students, including clinical assignments and the general supervision and instruction of the educational Program, (the "Program").
2. The School will respect the autonomy of the Imaging Center to set its own program as a service delivery system.
3. A Program Faculty member will be assigned by the School and will communicate the objectives of the clinical experience and the responsibilities of the Students directly to the appropriate Imaging Center liaison and/or clinical personnel.
4. The School will work cooperatively with the Imaging Center Staff in selecting and assigning clinical experiences to Students.
5. School Faculty ("Faculty") and Students will observe the rules, regulations, policies and procedures in effect at the Imaging Center.
6. The School will provide the Imaging Center with the names, days and times for the Students' clinical rotation at least one week prior to the beginning of the clinical rotation.
7. The School will provide an in-service training session at a mutually agreed upon day and time for Imaging Center staff to outline the clinical competency aspects of the Program.
8. The School will work with the Imaging Center to assign Imaging Center staff radiographers as clinical instructors and provide necessary continuing education for Imaging Center staff on mutually agreed upon days and times.
9. All Faculty and Students will be made aware that all patient information including patient medical records are to be kept strictly confidential.

10. School assures that all Faculty and Students participating in any clinical activities at Imaging Center will be covered by general liability insurance coverage in the amounts of one million dollars (\$1,000,000) per occurrence and three million (\$3,000,000) million dollars in the aggregate, as well as malpractice insurance as required in Section E. below, and that proof of such insurance will be carried by each Student and Faculty member, with copies of the applicable Certificates of insurance provided to Imaging Center.
11. Prior to beginning the clinical experience, Faculty and Students are required to meet the following health requirements:
  - a. P.P.D. Intermediate Skin Test (within the last year) except for those Students who have received BCG.
  - b. Chest X-ray for those with a positive P.P.D. or at the option of the examining physician and documentation of evaluation by a physician on an annual basis. Or T-spot/or Quantiferon Gold Test. If negative it is ok. If positive, a chest x- ray is required.
  - c. Rubella: Must have documentation of having received live vaccine on or after their first birthday or laboratory evidence of immunity. Adults born before 1957, except women who can become pregnant, can be considered immune.
  - d. Updated COVID and FLU vaccines.

### **C. IMAGING CENTER RESPONSIBILITIES**

1. Imaging Center will designate a liaison to coordinate with Faculty.
2. Imaging Center will remain ultimately responsible for patient care at Imaging Center.
3. Imaging Center will cooperate with Faculty in planning for the clinical experience and evaluating it in order to provide Students with the maximum opportunities to develop diagnostic medical imaging skills and enhance professional growth.
4. Imaging Center will assume responsibility for the continuity of care of all patients assigned to the Students and will allow use of its facilities for direct contact and care of patients during their clinical rotation period.
5. Imaging Center will provide the Program with copies of the Imaging Center's policies and procedures and will advise the Program of policy and/or service charges which may have an impact on Student education.
6. In case of accident or illness incurred by Students while they are engaged in a clinical experience at the Imaging Center, the School shall be notified immediately. The Imaging Center may provide for emergency care within its clinical capabilities or shall otherwise arrange for emergency care to be provided.
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8. Imaging Center will observe the Program's calendar with respect to school holidays, school closures, and vacation periods, so long as Imaging Center is provided reasonable notice of such days.

9. School will be advised of possible Student/Faculty exposure to contagious disease that become known following the clinical experience.
10. Imaging Center will provide space for Student record maintenance, including JCERT required program documentation.
11. Imaging Center will provide parking and access to the staff lounge and locker facilities for Students and Faculty.
12. Forms required by the appropriate professional accrediting association(s) will be completed and exchanged between the parties as necessary, and such information as is reasonably requested by either party for such purpose will be supplied by the other.
13. Imaging Center will provide information and/or reports which may be needed by the School for compliance with accreditation.
14. Imaging Center will notify the School immediately in the event of any emergency or problem which may threaten the Student's successful completion of the clinical education program.
15. Imaging Center will provide release time to Imaging Center staff radiographers designated as clinical instructors, as requested.
16. Imaging Center shall provide adequate staffing at the Imaging Center so that Students are never used as Imaging Center staff replacements. Imaging Center shall comply with all accreditation guidelines to be followed regarding staff radiographers and all staffing.

#### **D. MUTUAL RESPONSIBILITIES**

1. A schedule of hours and days for clinical experience and number of Students will be mutually agreed upon in writing by the School and the Imaging Center at least one week before the beginning of each semester.
2. Either Party may withdraw any Students whose performance does not comply with School's standards, or fails to comply with the policies, standards, and procedures of Imaging Center. Prior to requesting withdrawal of a Student, an Imaging Center representative will meet with a Faculty member to see if performance issues can be addressed by corrective action other than withdrawal. However, Imaging Center shall maintain the right to withdraw Students and shall be responsible for its determination to withdraw any Student.
3. The Parties will ensure that any services provided pursuant to this Agreement comply with all pertinent provisions of Federal, State and Local statutes, rules and regulations.
4. Imaging Center retains the right to have a Student or Faculty excluded from Imaging Center. Imaging Center maintains the right to immediately remove a Student from Imaging Center if Imaging Center determines that a Student's behavior is unsafe, disruptive, detrimental to patient care, or violative of existing rules and regulations of Imaging Center in such matters as procedures, policies, conduct, manner of dress, patient contact, and in such other respects as Imaging Center may require to prevent interference with its proper operation. Imaging Center will use its best efforts to meet with a Faculty member to see if performance issues can be addressed by corrective action prior to removing a Student from Imaging Center. Imaging Center shall be responsible for its decision to exclude or remove a Student from Imaging Center.

5. The Imaging Center and School will not discriminate against any employee, applicant, or Student enrolled in their respective programs because of age, handicap, color, national origin, race, religion, sex, sexual orientation, veteran status, marital status, any other characteristic protected by law. Both parties are equal opportunity employers.
6. Both parties shall inform one another of the following: changes in academic curriculum, changes in the availability of learning opportunities, and staff changes affecting either academic preparation or clinical teaching of Students. In the event that such changes will affect the number of Students accepted in any one time period, the Imaging Center will make every effort to inform the School of such changes at least one week in advance of that time period.

#### **E. INSURANCE**

1. School will require each Faculty member and Student to provide proof that the Faculty member and Student is covered by a policy of professional liability and malpractice insurance, with single limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate per year.
2. School shall provide Workmen's Compensation and disability Insurance coverage for all its employees ~~and Students~~ pursuant to the laws of the State of New Jersey.
3. The Imaging Center warrants that it will ensure that its employees and staff performing under this Agreement carry professional liability insurance, with single limits of at least \$1,000,000.00 per occurrence, \$3,000,000.00 in the annual aggregate, to protect itself and its participating employee and staff members, from the consequences of bodily injury arising out of negligence, malpractice, error, or mistake in the rendering or failure to render of any professional service by said employee or staff members, with respect to this educational clinical experience program in the Imaging Center. Such professional liability insurance shall be either the type commonly known as "occurrence" or the type commonly known as "claims made plus tail." If it is "claims made plus tail," the tail shall be for a period of time acceptable to School. Imaging Center shall obtain commercial general liability insurance with coverage not less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate for employees and staff participating in the program covering the entire educational period. The general liability coverage shall continuously remain in effect at all times that this Agreement is in effect. Proof of insurance to be provided upon execution of this Agreement and from time to time upon request of the School.

Imaging Center shall provide immediate notice to School of any material change in any of the insurance coverages requested to be carried pursuant to this Agreement. Insurance coverage(s) provided under this Agreement shall not limit or restrict in any way liability arising under or in connection with this Agreement. The School agrees to indemnify and hold harmless the Imaging Center, its affiliates, subsidiaries, and parent and their directors, trustees, officers, agents, servants and employees from and against any and all third-party claims (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of the School's Students, faculty members, employees, servants, trustees, officers, directors, or agents. The Imaging Center agrees to indemnify and hold harmless the School and its trustees, officers, agents, servants and employees from and against any and all third-party claims (including reasonable attorney's fees and expenses incurred in the defenses thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of the Imaging Center's employees or agents in connection with their duties at the Imaging Center. Each party agrees that it shall give the other party prompt notice of any claim, threatened or made, or suit instituted against it which could result in a claim for indemnification above; provided however, that delay in giving or failure to give such notice shall not be a waiver of the party's right to indemnification from the other, unless such delay or failure materially prejudices the indemnifying party in its defense of such claim.

## F. TERMINATION

1. Either Party may terminate this Agreement without cause by providing at least one hundred and eighty (180) days prior written notice to the other Party. This paragraph shall not apply if this Agreement is cancelled by mutual consent of the Parties. This termination shall not take effect with respect to Students already enrolled in the Program until such Students shall have completed their clinical experience.
2. Either Party shall have the right to immediately terminate this Agreement without notice by either Party in the event of the revocation of any required accreditation, license or registration, or the notice or threat thereof by the Department of Health or any other applicable federal, state, local agency or course of competent jurisdiction, which prohibits or adversely affects in whole or in part the performance of the Agreement by the parties hereto.
3. Either Party shall have the right to terminate this Agreement for "cause." In general, "cause" is any material and substantial violation of this Agreement by either of the Parties. If either Party desires to terminate this Agreement for cause, such Party shall give written notice of default to the other Party of the specific grounds for termination. The Party receiving any such written notice shall have thirty (30) days to cure the default stated in said notice. If the Party receiving notice of termination fails to cure the default within thirty (30) days, the Party who gave the original notice shall, thereafter, have the right to terminate this Agreement by giving written notice of termination to the defaulting Party in which event this Agreement shall terminate as of the giving of such notice of termination.
4. Either Party also may terminate this Agreement by giving thirty (30) days prior written notice to the other Party in the event that the other Party becomes an "Ineligible Entity," and requires the immediate removal of any Student who has become an "Ineligible Person" where that term is defined as follows:

"An entity or person that:

- i. is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in the Federal procurement or nonprocurement programs; or
- ii. Has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. §1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible."

5. Termination for Lack of Legal Compliance. This Agreement is intended to comply with all Federal and state Laws, rules and regulations. Either Party may terminate this Agreement at any time upon thirty (30) days written notice to the other if any modification or interpretation of any Federal, state or local government law, regulation, or policy impairs in any substantial manner the continuing legal validity and/or effectiveness of any material provision of this Agreement, or places the tax-exempt status of either Party or any of its component parts at risk. Prior to the end of such notice period, the Parties shall use their best efforts to agree on a modification of this Agreement that, in the opinion of the Parties and their respective legal counsel, satisfactorily addresses and removes the impairment. This Agreement shall continue in full force and effect if, prior to the end of such notice period, the parties agree on such a modification of this Agreement; otherwise this Agreement shall terminate as set forth herein.

## G. MISCELLANEOUS

1. In accordance with Federal Law, the parties do not discriminate on the basis of sex, sexual orientation, race, color, creed, marital status, national and ethnic origin, age, or any other protected characteristic (subject to local, State and Federal requirements) in the administration of their program and policies and are equal opportunity employers.
2. Security and Privacy. The Parties acknowledge that Imaging Center is a covered entity as defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). To the extent that the Students and Faculty have access to protected health information by virtue of their participation in the clinical placement program at Imaging Center, the Parties agree that said Students and Faculty are deemed to be part of Imaging Center's workforce for HIPAA compliance purposes and subject to the Imaging Center's policies and procedures governing the use and disclosure of protected health information, as defined in HIPAA, by School and School's staff. Students will be required to sign a "Student/Intern/Agency/Temporary Staff confidentiality agreement. The Parties agree that the sponsorship of a clinical placement program as contemplated by this affiliation agreement does not constitute a business associate agreement under HIPAA.
3. Confidentiality.
  - a. Both School and Imaging Center 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 medical record policies and guidelines established and approved by Imaging Center, which shall be made available to Students.
  - b. The Parties recognize that from time to time, either of them and/or their respective employees and agents, and Students, may learn or come into contact with confidential patient or proprietary information of the other Party (hereinafter, "Confidential Information"). Each Party agrees and acknowledges that it, Faculty and Students shall, except to the extent that disclosure of the information is required by law, not disclose the Confidential information and, further:
    - i. Take all reasonable steps to hold Confidential Information in confidence
    - ii. Instruct its employees and agents, and Students to exercise the highest degree of care to preserve from disclosure the Confidential Information, and not to copy or otherwise duplicate same for any Purpose, without the other Party's prior written permission;
    - iii. Give at least five business days prior written notice to the other Party before making any disclosure of the Confidential Information purportedly required by law.
  - c. Excluded from "Confidential Information" shall be any information or data which (i) the other Party was lawfully in possession of prior to the negotiation and execution of this Agreement; (ii) is lawfully acquired by the other Party in a manner not resulting from, or from a source not derived from or related to, the negotiation, execution, or performance of this Agreement; (iii) becomes part of the public domain in any manner other than the unlawful publication thereof by the other Party; or (iv) required to be disclosed pursuant to applicable law.
  - d. Upon the termination of the Agreement for any reason (including, but not limited to, the expiration of the stated term hereof), each Party shall promptly return to the other Party or destroy, with confirmation to the other Party of satisfactory evidence of such destruction, all records, documents, and other materials containing information or data which shall be proprietary to the other Party, unless such destruction is impracticable.

4. No Employment Relationship. It is not intended that an employer/employee, joint venture, or partnership agreement be established, hereby expressly or by implication, between Imaging Center and School.

Neither Imaging Center nor 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 Imaging Center or School, nor shall it in any way alter the control of the management, operation, and affairs of either Imaging Center or School; it being the intent of this Agreement that Imaging Center and School shall maintain separate and independent management, and each has full, unrestricted authority and responsibility regarding its organization and structure.

5. Notices. All notices which either Party is required or may desire to give to the other under or in conjunction with this Agreement shall be in writing and shall be given by addressing the same to such other party at the address set forth below, and by depositing the same addressed, certified mail, postage prepaid, return receipt requested, or by overnight mail or by reputable courier service, or be delivering the same personally to such other party to the address set forth below. The notice shall be effective upon receipt (or when receipt is refused).

As to Imaging Center:

Hackensack Radiology Group, P.A.  
Colleen Bassett, Attention: Legal Department  
Email: cbassett@hrgimaging.com

As to School:

Cheryl Cashell, MS, R.T. (R)(M) (QM) Hudson County Community College Director, Radiography Program Hudson County Community College 870 Bergen Avenue- 2nd floor  
Jersey City, NJ 07306

6. It is the intent and understanding of the Parties to this Agreement that each and every provision required by law be inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through a mistake or otherwise, any such provision is not inserted or is not inserted in correct form then this Agreement shall forthwith upon the application by either Party be amended by such insertion so as to comply strictly with the law, without prejudice to the rights of either Party; provided however, that if the insertion of such provision is contrary to the underlying intent of the Parties, then either Party may terminate immediately on written notice to the other.
7. Advertising. No Party shall use the other's name or logo in any descriptive or promotional literature, newspaper, news release or communication of any kind without the other's prior written approval.
8. No Fee. It is agreed and understood that Imaging Center and School as a public service enter into this Agreement. Accordingly, there will be not charge or fee by either party to the other.
9. In the event any term or provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the state legislature, or by any regulation duly promulgated by offices of the United States of the State of New Jersey acting in accordance with law, or declared null and void by any court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect.
10. Waiver. Failure by either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provisions nor of the right of that Party to enforce each and every provision.
11. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions

- of this contract are declared to be severable.
12. Entire Agreement. Both Parties agree that this Agreement represents the entire understanding of the Parties with respect to the subject matter covered and supersedes and nullifies any previous agreements regarding the subject matter covered between the Parties.
  13. Amendments. Any additional responsibilities, obligations, or duties undertaken by either party in connection with the performance of this Agreement shall be detailed in writing, must be signed by authorized representatives of both Parties, and attached as an addendum to this Agreement.
  14. Captions. The captions to the sections in this Agreement are included for convenience only and are not intended to and shall not be deemed to modify or explain any of the terms of this Agreement.
  15. Recitals. The recitals set forth at the beginning of this Agreement are incorporated into this Agreement as though repeated at length herein.
  16. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey without regard to New Jersey's conflict of laws principles.
  17. Assignment. The Parties recognize that this Agreement is based upon the skill and expertise of the Parties and therefore agree that the Agreement and obligations thereunder may not be assigned or delegated without the written consent of the other party, which shall not be unreasonably withheld, except as expressly allowed by this Agreement.
  18. Authority. The persons signing below on behalf of the Parties warrant that they have the authority to execute this Agreement according to its terms on behalf of Imaging Center and School.
  19. Successors. All of the agreements, obligations, terms, provisions and conditions herein shall apply to and bind to the benefit of the heirs, administrators, executors, legal representatives, trustees and successors of the Parties hereto.
  20. Non-Exclusive. This Agreement is not exclusive. Each party shall have the right to enter into agreements with other facilities relating to matters covered by this Agreement.
  21. Venue. To the extent any litigation should be brought or arise out of, in connection with, or by reason of this Agreement, the parties agree that such controversy shall be submitted exclusively to a court of competent jurisdiction in Hudson County, New Jersey, and each party consents to the jurisdiction and venue of such court. This section shall survive termination or expiration of this Agreement.
  22. Imaging Center agrees to comply with the requirements of the Mandatory Equal Employment Opportunity language annexed hereto, as applicable.
  23. Pursuant to N.J.A.C. 17:44-2.2, Imaging Center shall maintain all documentation related to products, transactions or services under this contract (no matter by whom provided) for a period of five years from the date of final payment. Such records shall be made available by Imaging Center to the New Jersey Office of the State Comptroller upon request.

Agreed to as of the date set forth above.

HUDSON COUNTY COMMUNITY COLLEGE

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

HACKENSACK RADIOLOGY GROUP, P.A.

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

Colleen Bassett, Director of Human Resources

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)**

**N.J.A.C. 17:27 et seq.**

**GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

## **EXHIBIT A (Cont)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http://www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/)).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

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**WHEREAS**, School 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 **550 Kinderkamack Rd, Oradell, New Jersey 07649** ("Facility"); and

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3. A Program Faculty member will be assigned by the School and will communicate the objectives of the clinical experience and the responsibilities of the Students directly to the appropriate Imaging Center liaison and/or clinical personnel.
4. The School will work cooperatively with the Imaging Center Staff in selecting and assigning clinical experiences to Students.
5. School Faculty ("Faculty") and Students will observe the rules, regulations, policies and procedures in effect at the Imaging Center.
6. The School will provide the Imaging Center with the names, days and times for the Students' clinical rotation at least one week prior to the beginning of the clinical rotation.
7. The School will provide an in-service training session at a mutually agreed upon day and time for Imaging Center staff to outline the clinical competency aspects of the Program.
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11. Prior to beginning the clinical experience, Faculty and Students are required to meet the following health requirements:
  - a. P.P.D. Intermediate Skin Test (within the last year) except for those Students who have received BCG.
  - b. Chest X-ray for those with a positive P.P.D. or at the option of the examining physician and documentation of evaluation by a physician on an annual basis. Or T-spot/or Quantiferon Gold Test. If negative it is ok. If positive, a chest x- ray is required.
  - c. Rubella: Must have documentation of having received live vaccine on or after their first birthday or laboratory evidence of immunity. Adults born before 1957, except women who can become pregnant, can be considered immune.
  - d. Updated COVID and FLU vaccines.

### **C. IMAGING CENTER RESPONSIBILITIES**

1. Imaging Center will designate a liaison to coordinate with Faculty.
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#### **D. MUTUAL RESPONSIBILITIES**

1. A schedule of hours and days for clinical experience and number of Students will be mutually agreed upon in writing by the School and the Imaging Center at least one week before the beginning of each semester.
2. Either Party may withdraw any Students whose performance does not comply with School's standards, or fails to comply with the policies, standards, and procedures of Imaging Center. Prior to requesting withdrawal of a Student, an Imaging Center representative will meet with a Faculty member to see if performance issues can be addressed by corrective action other than withdrawal. However, Imaging Center shall maintain the right to withdraw Students and shall be responsible for its determination to withdraw any Student.
3. The Parties will ensure that any services provided pursuant to this Agreement comply with all pertinent provisions of Federal, State and Local statutes, rules and regulations.
4. Imaging Center retains the right to have a Student or Faculty excluded from Imaging Center. Imaging Center maintains the right to immediately remove a Student from Imaging Center if Imaging Center determines that a Student's behavior is unsafe, disruptive, detrimental to patient care, or violative of existing rules and regulations of Imaging Center in such matters as procedures, policies, conduct, manner of dress, patient contact, and in such other respects as Imaging Center may require to prevent interference with its proper operation. Imaging Center will use its best efforts to meet with a Faculty member to see if performance issues can be addressed by corrective action prior to removing a Student from Imaging Center. Imaging Center shall be responsible for its decision to exclude or remove a Student from Imaging Center.

5. The Imaging Center and School will not discriminate against any employee, applicant, or Student enrolled in their respective programs because of age, handicap, color, national origin, race, religion, sex, sexual orientation, veteran status, marital status, any other characteristic protected by law. Both parties are equal opportunity employers.
6. Both parties shall inform one another of the following: changes in academic curriculum, changes in the availability of learning opportunities, and staff changes affecting either academic preparation or clinical teaching of Students. In the event that such changes will affect the number of Students accepted in any one time period, the Imaging Center will make every effort to inform the School of such changes at least one week in advance of that time period.

#### **E. INSURANCE**

1. School will require each Faculty member and Student to provide proof that the Faculty member and Student is covered by a policy of professional liability and malpractice insurance, with single limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate per year.
2. School shall provide Workmen's Compensation and disability Insurance coverage for all its employees ~~and Students~~ pursuant to the laws of the State of New Jersey.
3. The Imaging Center warrants that it will ensure that its employees and staff performing under this Agreement carry professional liability insurance, with single limits of at least \$1,000,000.00 per occurrence, \$3,000,000.00 in the annual aggregate, to protect itself and its participating employee and staff members, from the consequences of bodily injury arising out of negligence, malpractice, error, or mistake in the rendering or failure to render of any professional service by said employee or staff members, with respect to this educational clinical experience program in the Imaging Center. Such professional liability insurance shall be either the type commonly known as "occurrence" or the type commonly known as "claims made plus tail." If it is "claims made plus tail," the tail shall be for a period of time acceptable to School. Imaging Center shall obtain commercial general liability insurance with coverage not less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate for employees and staff participating in the program covering the entire educational period. The general liability coverage shall continuously remain in effect at all times that this Agreement is in effect. Proof of insurance to be provided upon execution of this Agreement and from time to time upon request of the School.

Imaging Center shall provide immediate notice to School of any material change in any of the insurance coverages requested to be carried pursuant to this Agreement. Insurance coverage(s) provided under this Agreement shall not limit or restrict in any way liability arising under or in connection with this Agreement. The School agrees to indemnify and hold harmless the Imaging Center, its affiliates, subsidiaries, and parent and their directors, trustees, officers, agents, servants and employees from and against any and all third-party claims (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of the School's Students, faculty members, employees, servants, trustees, officers, directors, or agents. The Imaging Center agrees to indemnify and hold harmless the School and its trustees, officers, agents, servants and employees from and against any and all third-party claims (including reasonable attorney's fees and expenses incurred in the defenses thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of the Imaging Center's employees or agents in connection with their duties at the Imaging Center. Each party agrees that it shall give the other party prompt notice of any claim, threatened or made, or suit instituted against it which could result in a claim for indemnification above; provided however, that delay in giving or failure to give such notice shall not be a waiver of the party's right to indemnification from the other, unless such delay or failure materially prejudices the indemnifying party in its defense of such claim.

## F. TERMINATION

1. Either Party may terminate this Agreement without cause by providing at least one hundred and eighty (180) days prior written notice to the other Party. This paragraph shall not apply if this Agreement is cancelled by mutual consent of the Parties. This termination shall not take effect with respect to Students already enrolled in the Program until such Students shall have completed their clinical experience.
2. Either Party shall have the right to immediately terminate this Agreement without notice by either Party in the event of the revocation of any required accreditation, license or registration, or the notice or threat thereof by the Department of Health or any other applicable federal, state, local agency or course of competent jurisdiction, which prohibits or adversely affects in whole or in part the performance of the Agreement by the parties hereto.
3. Either Party shall have the right to terminate this Agreement for "cause." In general, "cause" is any material and substantial violation of this Agreement by either of the Parties. If either Party desires to terminate this Agreement for cause, such Party shall give written notice of default to the other Party of the specific grounds for termination. The Party receiving any such written notice shall have thirty (30) days to cure the default stated in said notice. If the Party receiving notice of termination fails to cure the default within thirty (30) days, the Party who gave the original notice shall, thereafter, have the right to terminate this Agreement by giving written notice of termination to the defaulting Party in which event this Agreement shall terminate as of the giving of such notice of termination.
4. Either Party also may terminate this Agreement by giving thirty (30) days prior written notice to the other Party in the event that the other Party becomes an "Ineligible Entity," and requires the immediate removal of any Student who has become an "Ineligible Person" where that term is defined as follows:

"An entity or person that:

- i. is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in the Federal procurement or nonprocurement programs; or
- ii. Has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. §1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible."

5. Termination for Lack of Legal Compliance. This Agreement is intended to comply with all Federal and state Laws, rules and regulations. Either Party may terminate this Agreement at any time upon thirty (30) days written notice to the other if any modification or interpretation of any Federal, state or local government law, regulation, or policy impairs in any substantial manner the continuing legal validity and/or effectiveness of any material provision of this Agreement, or places the tax-exempt status of either Party or any of its component parts at risk. Prior to the end of such notice period, the Parties shall use their best efforts to agree on a modification of this Agreement that, in the opinion of the Parties and their respective legal counsel, satisfactorily addresses and removes the impairment. This Agreement shall continue in full force and effect if, prior to the end of such notice period, the parties agree on such a modification of this Agreement; otherwise this Agreement shall terminate as set forth herein.

## G. MISCELLANEOUS

1. In accordance with Federal Law, the parties do not discriminate on the basis of sex, sexual orientation, race, color, creed, marital status, national and ethnic origin, age, or any other protected characteristic (subject to local, State and Federal requirements) in the administration of their program and policies and are equal opportunity employers.
2. Security and Privacy. The Parties acknowledge that Imaging Center is a covered entity as defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). To the extent that the Students and Faculty have access to protected health information by virtue of their participation in the clinical placement program at Imaging Center, the Parties agree that said Students and Faculty are deemed to be part of Imaging Center's workforce for HIPAA compliance purposes and subject to the Imaging Center's policies and procedures governing the use and disclosure of protected health information, as defined in HIPAA, by School and School's staff. Students will be required to sign a "Student/Intern/Agency/Temporary Staff confidentiality agreement. The Parties agree that the sponsorship of a clinical placement program as contemplated by this affiliation agreement does not constitute a business associate agreement under HIPAA.
3. Confidentiality.
  - a. Both School and Imaging Center 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 medical record policies and guidelines established and approved by Imaging Center, which shall be made available to Students.
  - b. The Parties recognize that from time to time, either of them and/or their respective employees and agents, and Students, may learn or come into contact with confidential patient or proprietary information of the other Party (hereinafter, "Confidential Information"). Each Party agrees and acknowledges that it, Faculty and Students shall, except to the extent that disclosure of the information is required by law, not disclose the Confidential information and, further:
    - i. Take all reasonable steps to hold Confidential Information in confidence
    - ii. Instruct its employees and agents, and Students to exercise the highest degree of care to preserve from disclosure the Confidential Information, and not to copy or otherwise duplicate same for any Purpose, without the other Party's prior written permission;
    - iii. Give at least five business days prior written notice to the other Party before making any disclosure of the Confidential Information purportedly required by law.
  - c. Excluded from "Confidential Information" shall be any information or data which (i) the other Party was lawfully in possession of prior to the negotiation and execution of this Agreement; (ii) is lawfully acquired by the other Party in a manner not resulting from, or from a source not derived from or related to, the negotiation, execution, or performance of this Agreement; (iii) becomes part of the public domain in any manner other than the unlawful publication thereof by the other Party; or (iv) required to be disclosed pursuant to applicable law.
  - d. Upon the termination of the Agreement for any reason (including, but not limited to, the expiration of the stated term hereof), each Party shall promptly return to the other Party or destroy, with confirmation to the other Party of satisfactory evidence of such destruction, all records, documents, and other materials containing information or data which shall be proprietary to the other Party, unless such destruction is impracticable.

4. No Employment Relationship. It is not intended that an employer/employee, joint venture, or partnership agreement be established, hereby expressly or by implication, between Imaging Center and School.

Neither Imaging Center nor 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 Imaging Center or School, nor shall it in any way alter the control of the management, operation, and affairs of either Imaging Center or School; it being the intent of this Agreement that Imaging Center and School shall maintain separate and independent management, and each has full, unrestricted authority and responsibility regarding its organization and structure.

5. Notices. All notices which either Party is required or may desire to give to the other under or in conjunction with this Agreement shall be in writing and shall be given by addressing the same to such other party at the address set forth below, and by depositing the same addressed, certified mail, postage prepaid, return receipt requested, or by overnight mail or by reputable courier service, or by delivering the same personally to such other party to the address set forth below. The notice shall be effective upon receipt (or when receipt is refused).

As to Imaging Center:

Hackensack Radiology Group, P.A.  
Colleen Bassett, Attention: Legal Department  
Email: cbassett@hrgimaging.com

As to School:

Cheryl Cashell, MS, R.T. (R)(M) (QM) Hudson County Community College Director, Radiography Program Hudson County Community College 870 Bergen Avenue- 2nd floor  
Jersey City, NJ 07306

6. It is the intent and understanding of the Parties to this Agreement that each and every provision required by law be inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through a mistake or otherwise, any such provision is not inserted or is not inserted in correct form then this Agreement shall forthwith upon the application by either Party be amended by such insertion so as to comply strictly with the law, without prejudice to the rights of either Party; provided however, that if the insertion of such provision is contrary to the underlying intent of the Parties, then either Party may terminate immediately on written notice to the other.
7. Advertising. No Party shall use the other's name or logo in any descriptive or promotional literature, newspaper, news release or communication of any kind without the other's prior written approval.
8. No Fee. It is agreed and understood that Imaging Center and School as a public service enter into this Agreement. Accordingly, there will be not charge or fee by either party to the other.
9. In the event any term or provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the state legislature, or by any regulation duly promulgated by offices of the United States of the State of New Jersey acting in accordance with law, or declared null and void by any court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect.
10. Waiver. Failure by either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provisions nor of the right of that Party to enforce each and every provision.
11. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions

- of this contract are declared to be severable.
12. Entire Agreement. Both Parties agree that this Agreement represents the entire understanding of the Parties with respect to the subject matter covered and supersedes and nullifies any previous agreements regarding the subject matter covered between the Parties.
  13. Amendments. Any additional responsibilities, obligations, or duties undertaken by either party in connection with the performance of this Agreement shall be detailed in writing, must be signed by authorized representatives of both Parties, and attached as an addendum to this Agreement.
  14. Captions. The captions to the sections in this Agreement are included for convenience only and are not intended to and shall not be deemed to modify or explain any of the terms of this Agreement.
  15. Recitals. The recitals set forth at the beginning of this Agreement are incorporated into this Agreement as though repeated at length herein.
  16. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey without regard to New Jersey's conflict of laws principles.
  17. Assignment. The Parties recognize that this Agreement is based upon the skill and expertise of the Parties and therefore agree that the Agreement and obligations thereunder may not be assigned or delegated without the written consent of the other party, which shall not be unreasonably withheld, except as expressly allowed by this Agreement.
  18. Authority. The persons signing below on behalf of the Parties warrant that they have the authority to execute this Agreement according to its terms on behalf of Imaging Center and School.
  19. Successors. All of the agreements, obligations, terms, provisions and conditions herein shall apply to and bind to the benefit of the heirs, administrators, executors, legal representatives, trustees and successors of the Parties hereto.
  20. Non-Exclusive. This Agreement is not exclusive. Each party shall have the right to enter into agreements with other facilities relating to matters covered by this Agreement.
  21. Venue. To the extent any litigation should be brought or arise out of, in connection with, or by reason of this Agreement, the parties agree that such controversy shall be submitted exclusively to a court of competent jurisdiction in Hudson County, New Jersey, and each party consents to the jurisdiction and venue of such court. This section shall survive termination or expiration of this Agreement.
  22. Imaging Center agrees to comply with the requirements of the Mandatory Equal Employment Opportunity language annexed hereto, as applicable.
  23. Pursuant to N.J.A.C. 17:44-2.2, Imaging Center shall maintain all documentation related to products, transactions or services under this contract (no matter by whom provided) for a period of five years from the date of final payment. Such records shall be made available by Imaging Center to the New Jersey Office of the State Comptroller upon request.

Agreed to as of the date set forth above.

HUDSON COUNTY COMMUNITY COLLEGE

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

HACKENSACK RADIOLOGY GROUP, P.A.

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

Colleen Bassett, Director of Human Resources

**EXHIBIT A**

**MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE**

**N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)**

**N.J.A.C. 17:27 et seq.**

**GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

## **EXHIBIT A (Cont)**

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: [http://www.state.nj.us/treasury/contract\\_compliance/](http://www.state.nj.us/treasury/contract_compliance/)).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

HUDSON COUNTY COMMUNITY COLLEGE  
AND RWJ BARNABUS HEALTH/JERSEY CITY  
MEDICAL CENTER  
AFFILIATION AGREEMENT

This agreement (the "Agreement") is made this \_\_\_\_\_ of \_\_\_\_\_ between RWJBH/**Jersey City Medical Center at 355 Grand St, Jersey City, NJ 07302** (the "Hospital") and Hudson County Community College, (the "School") for the provision of clinical experience for Students ("Students") enrolled at School.

A. TERM

This Agreement covers the period from \_\_\_\_\_, 2025 to \_\_\_\_\_, 2027, and may, unless earlier terminated by either Party, be renewed thereafter upon the execution of a new agreement or written amendment to this Agreement. Each Party will undertake an annual review of this Agreement.

B. SCHOOL RESPONSIBILITIES

1. The School will assume the responsibility for planning, directing and implementing the educational Program of the Students, including clinical assignments and the general supervision and instruction of the educational Program, (the "Program").
2. The School will respect the autonomy of the Hospital to set its own program as a service delivery system.
3. A Program Faculty member will be assigned and will communicate the objectives of the clinical experience and the responsibilities of the Students directly to the appropriate Hospital liaison and/or clinical personnel.
4. The School will work cooperatively with the Hospital Staff in selecting and assigning clinical experiences to Students.
5. School Faculty ("Faculty") and Students will observe the rules, regulations, policies and procedures in effect at the Hospital.
6. The School will provide the Hospital with the names, days and times for the Students' clinical rotation at least one week prior to the beginning of the clinical rotation.
7. The School will provide an in-service training session at a mutually agreed upon day and time for Hospital staff to outline the clinical competency aspects of the Program.
8. The School will work with the Hospital to assign staff sonographers/radiographers as clinical instructors and provide necessary continuing education for Hospital staff on mutually agreed upon days and times.
9. All Faculty and Students will be made aware that all patient information including patient medical records are to be kept strictly confidential.

10. School assures that all Faculty and Students participating in any clinical activities at Hospital will be covered by general liability insurance coverage in the amounts of one million dollars (\$1,000,000) per occurrence and three million (\$3,000,000) million dollars in the aggregate, as well as malpractice insurance as required in Section E. below, and that proof of such insurance will be carried by each Student and Faculty member, with copies of the applicable Certificates of insurance provided to Hospital.
11. Prior to beginning the clinical experience, Faculty and Students will meet the following health requirements:
  - a. P.P.D. Intermediate Skin Test (within the last year) except for those Students who have received BCG.
  - b. Chest X-ray for those with a positive P.P.D. or at the option of the examining physician and documentation of evaluation by a physician on an annual basis. Or T-spot/or Quantiferon Gold Test. If negative it is ok. If positive, a chest x- ray is required.
  - c. Rubella: Must have documentation of having received live vaccine on or after their first birthday or laboratory evidence of immunity. Adults born before 1957, except women who can become pregnant, can be considered immune.

#### C. HOSPITAL RESPONSIBILITIES

1. Hospital will designate a liaison to coordinate with Faculty.
2. Hospital will remain ultimately responsible for patient care at Hospital.
3. Hospital will cooperate with Faculty in planning for the clinical experience and evaluating it in order to provide Students with the maximum opportunities to develop diagnostic medical imaging skills and enhance professional growth.
4. Hospital will assume responsibility for the continuity of care of all patients assigned to the Students and will allow use of its facilities for direct contact and care of patients during their clinical rotation period.
5. Hospital will provide the Program with copies of the Hospital's policies and procedures and will advise the Program of policy and/or service charges which may have an impact on Student education.
6. In case of accident or illness incurred by Students while they are engaged in a clinical experience at the Hospital, the School shall be notified immediately. The Hospital may provide for emergency care within its clinical capabilities or shall otherwise arrange for emergency care to be provided.
7. An orientation will be provided by Hospital for Faculty and Students prior to commencement of the clinical experience.
8. Hospital will observe the Program's calendar with respect to school holidays, school closures, and vacation periods, so long as Hospital is provided reasonable notice of such days.

9. School will be advised of possible Student/Faculty exposure to contagious diseases that become known following the clinical experience.
10. Hospital will provide space for Student record maintenance, including JCERT required Program documentation.
11. Hospital will provide parking and access to the staff lounge and locker facilities for Students and Faculty.
12. Forms required by the appropriate professional accrediting association(s) will be completed and exchanged between the parties as necessary, and such information as is reasonably requested by either party for such purpose will be supplied by the other.
13. Hospital will provide information and/or reports which may be needed by the School for compliance with accreditation.
14. Hospital will notify the School immediately in the event of any emergency or problem which may threaten the Student's successful completion of the clinical education program.
15. Hospital will provide release time to staff radiographers designated as clinical instructors, as requested.
16. Hospital shall provide adequate staffing at the Hospital so that Students are *never* used as Hospital staff replacements.

D. MUTUAL RESPONSIBILITIES

1. A schedule of hours and days for clinical experience and number of Students will be mutually agreed upon in writing by the School and the Hospital at least one week before the beginning of each semester.
2. Either Party may withdraw any Students whose performance does not comply with School's standards, or fails to comply with the policies, standards, and procedures of Hospital. Prior to requesting withdrawal of a Student, a Hospital representative will *meet* with a Faculty member to see if performance issues can be addressed by corrective action other than withdrawal. However, Hospital shall maintain the right to withdraw Students. Imaging Center shall be responsible for its decision to withdraw a Student.
3. The Parties will ensure that any services provided pursuant to this Agreement comply with all pertinent provisions of Federal, State and Local statutes, rules and regulations.
4. In addition to paragraph B 2, *supra*, Hospital retains the right to have a Student or Faculty excluded from Hospital. Hospital maintains the right to immediately remove a Student from Hospital if a Student's behavior is unsafe, disruptive, detrimental to patient care, or violate of existing rules and regulations of Hospital in such matters as procedures, policies, conduct, manner of dress, patient contact, and in such other respects as Hospital may require to prevent interference with its proper operation. Hospital will use its best efforts to meet with a Faculty member to see if performance issues can be addressed by corrective action prior to removing a Student from Hospital. Imaging Center shall be responsible for its decision to exclude a Student or Faculty from Hospital and/or remove a Student from Hospital.

5. The Hospital and School will not discriminate against any employee, applicant, Faculty or Student enrolled in their respective programs because of age, handicap, color, national origin, race, religion, sex, sexual orientation, veteran status, marital status, any other characteristic protected by law. Both parties are equal opportunity employers.
6. Both parties shall inform one another of the following: changes in academic curriculum, changes in the availability of learning opportunities, and staff changes affecting either academic preparation or clinical teaching of Students. In the event that such changes will affect the number of Students accepted in any one time period, the Hospital will make every effort to inform the School of such changes at least one week in advance of that time period.

E. INSURANCE

1. School will require each Faculty member and Student to provide proof that the Faculty member and Student is covered by a policy of professional liability and malpractice insurance, with single limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate per year.
2. School shall provide Workmen's Compensation and disability Insurance coverage for all its employees and Students if applicable, pursuant to the laws of the State of New Jersey.
3. The Hospital warrants that it will ensure that its employees and staff performing under this Agreement carry professional liability insurance, with single limits of at least \$1,000,000.00 per occurrence, \$3,000,000.00 in the annual aggregate, to protect itself and its participating employee and staff members, from the consequences of bodily injury arising out of negligence, malpractice, error, or mistake in the rendering or failure to render of any professional service by said employee or staff members, with respect to this educational clinical experience program in the Hospital. Such professional liability insurance shall be either the type commonly known as "occurrence" or the type commonly known as "claims made plus tail."<sup>11</sup> If it is "claims made plus tail,"<sup>11</sup> the tail shall be for a period of time acceptable to School. Hospital shall obtain commercial general liability insurance with coverage not less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate for employees and staff participating in the program covering the entire educational period. The general liability coverage shall continuously remain in effect at all times that this Agreement is in effect. Proof of insurance to be provided upon execution of this Agreement and from time to time upon request of the School.
4. Hospital shall provide immediate notice to School of any material change in any of the insurance coverages requested to be carried pursuant to this Agreement. Insurance coverage(s) provided under this Agreement shall not limit or restrict in any way liability arising under or in connection with this Agreement. The School agrees to indemnify and hold harmless the Hospital, its affiliates, subsidiaries, and parent and their directors, trustees, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of the School's Students, faculty members, employees, servants, trustees, officers, directors, or agents. The Hospital agrees to indemnify and hold harmless the School and its trustees, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defenses thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of the Hospital's employees or agents in connection with their duties at the Hospital. Each party agrees that it shall give

the other party prompt notice of any claim, threatened or made, or suit instituted against it which could result in a claim for indemnification above; provided however, that delay in giving or failure to give such notice shall not be a waiver of the party's right to indemnification from the other, unless such delay or failure materially prejudices the indemnifying party in its defense of such claim.

#### F. TERMINATION

1. Either Party may terminate this Agreement by providing at least one hundred and eighty (180) days prior written notice to the other Party. This paragraph shall not apply if this Agreement is cancelled by mutual consent of the Parties. This termination shall not take effect with respect to Students already enrolled in the Program until such Students shall have completed their clinical experience.
2. Either Party shall have the right to immediately terminate the Agreement if the other Party has breached terms, covenants or conditions of the Agreement in any substantial manner and fails to cure within thirty (30) days of notice. This Agreement may also be terminated immediately and without notice by either Party upon revocation of any required accreditation, license or registration, or the notice or threat thereof by the Department of Health or any other applicable federal, state, local agency or course of competent jurisdiction, which prohibits or adversely affects in whole or in part the performance of the Agreement by the parties hereto.
3. Either Party shall have the right to terminate this Agreement for "cause." In general, "cause" is any material and substantial violation of this Agreement by either of the Parties. If either Party desires to terminate this Agreement for cause, such Party shall give written notice of default to the other Party of the specific grounds for termination. The Party receiving any such written notice shall have thirty (30) days to cure the default stated in said notice. If the Party receiving notice of termination fails to cure the default within thirty (30) days, the Party who gave the original notice shall, thereafter, have the right to terminate this Agreement by giving written notice of termination to the defaulting Party in which event this Agreement shall terminate as of the giving of such notice of termination.
4. Either Party also may terminate this Agreement by giving thirty (30) days prior written notice to the other Party in the event that the other Party becomes an "Ineligible Entity," and requires the immediate removal of any Student who has become an "Ineligible Person" where that term is defined as follows:

An "Ineligible Entity" or and "Ineligible person means an entity or person that:

- i. is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in the Federal procurement or nonprocurement programs; or
- ii. Has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. §1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible."

5. Termination for Lack of Legal Compliance. This Agreement is intended to comply with all Federal and state Laws, rules and regulations. Either Party may terminate this Agreement at any time upon thirty (30) days written notice to the other if any modification or interpretation of any Federal, state or local government law, regulation, or policy impairs in any substantial manner the continuing legal validity and/or effectiveness of any material provision of this Agreement, or places the tax- exempt status of either Party or any of its component parts at risk. Prior to the end of such notice period, the Parties shall use their best efforts to agree on a modification of this Agreement that, in the opinion of the Parties and their respective legal counsel, satisfactorily

addresses and removes the impairment. This Agreement shall continue in full force and effect if, prior to the end of such notice period, the parties agree on such a modification of this Agreement; otherwise this Agreement shall terminate as set forth herein.

6. Involuntary Termination. This Agreement shall be terminated immediately in the event that either Party loses its license, accreditation, or certification.

G. MISCELLANEOUS

1. In accordance with Federal Law, the parties do not discriminate on the basis of sex, sexual orientation, race, color, creed, marital status, national and ethnic origin, age, or any other protected characteristic (subject to local, State and Federal requirements) in the administration of their program and policies and are equal opportunity employers.
2. Security and Privacy. The Parties acknowledge that Hospital is a covered entity as defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). To the extent that the Students and Faculty have access to protected health information by virtue of their participation in the clinical placement program at Hospital, the Parties agree that said Students and Faculty are deemed to be part of Hospital's workforce for **HIPAA** compliance purposes and subject to the Hospital's policies and procedures governing the use and disclosure of protected health information, as defined in **HIPAA**, by School and School's staff. Students will be required to sign a "Student/Intern/Agency" temporary Staff confidentiality agreement. The Parties agree that the sponsorship of a clinical placement program as contemplated by this affiliation agreement does not constitute a business associate agreement under **HIPAA**.
3. Confidential.
  - a. Both School and 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 medical record policies and guidelines established and approved by Hospital, which shall be made available to Students.
  - b. The Parties recognize that from time to time, either of them and/or their respective employees and agents, and Students, may learn or come into contact with confidential patient or proprietary information of the other Party (hereinafter, "Confidential Information"). Each Party agrees and acknowledges that it, Faculty and Students shall, except to the extent that disclosure of the information is required by law, not disclose the Confidential Information and, further:
    - i. Take all reasonable steps to hold Confidential Information in confidence
    - ii. Instruct its employees and agents, and Students to exercise the highest degree of care to preserve from disclosure the Confidential Information, and not to copy or otherwise duplicate same for any Purpose, without the other Party's prior written permission;
    - iii. Give at least five business days prior written notice to the other Party before making any disclosure of the Confidential Information purportedly required by law.

- c. Excluded from "Confidential Information" shall be any information or data which (i) the other Party was lawfully in possession of prior to the negotiation and execution of this Agreement; (ii) is lawfully acquired by the other Party in a manner not resulting from, or from a source not derived from or related to, the negotiation, execution, or performance of this Agreement; or (iii) becomes part of the public domain in any manner other than the unlawful publication thereof by the other Party.
  - d. Upon the termination of the Agreement for any reason (including, but not limited to, the expiration of the stated term hereof), each Party shall promptly return to the other Party or destroy, with confirmation to the other Party of satisfactory evidence of such destruction, all records, documents, and other materials containing information or data which shall be proprietary to the other Party, unless such destruction is impracticable.
4. No Employment Relationship. It is not intended that an employer/employee, joint venture, or partnership agreement be established, hereby expressly or by implication, between Hospital and School.

Neither Hospital nor 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.

5. Notices. All notices which either Party is required or may desire to give to the other under or in conjunction with this Agreement shall be in writing and shall be given by addressing the same to such other party at the address set forth below, and by depositing the same addressed, certified mail, postage prepaid, return receipt requested, or by overnight mail or by reputable courier service, or by delivering the same personally to such other party:

As to Hospital:

Attention: Legal Department  
Email:

As to School:  
Cheryl Cashell, MS, RT. (R)(M)(QM)  
Hudson County Community College  
Director, Radiography Program  
Hudson County Community College  
870 Bergen Avenue- 2nd floor  
Jersey City, NJ 07306

- 
6. It is the intent and understanding of the Parties to this Agreement that each and every provision required by Law be inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through a mistake or otherwise, any such provision is not inserted or is not inserted in correct form then this Agreement shall forthwith upon the application by either Party be amended by such insertion so as to comply strictly with the law, without

prejudice to the rights of either Party; provided however, that if the insertion of such provision is contrary to the underlying intent of the Parties, then either Party may terminate immediately on written notice to the other.

7. Advertising. No Party shall use the other's name or logo in any descriptive or promotional literature, newspaper, news release or communication of any kind without the other's prior written approval.
8. No Fee. It is agreed and understood that Hospital and School as a public service enter into this Agreement. Accordingly, there will be not charge or fee by either party to the other.
9. In the event any term or provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the state legislature, or by any regulation duly promulgated by offices of the United States of the State of New Jersey acting in accordance with law, or declared null and void by any court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect.
10. Waiver. Failure by either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provisions nor of the right of that Party to enforce each and every provision.
11. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable.
12. Entire Agreement. Both Parties agree that this Agreement represents the entire understanding of the Parties with respect to the subject matter covered and supersedes and nullifies any previous agreements regarding the subject matter covered between the Parties.
13. Amendments. Any additional responsibilities, obligations, or duties undertaken by either party in connection with the performance of this Agreement shall be detailed in writing, must be signed by authorized representatives of both Parties, and attached as an addendum to this Agreement.
14. Captions. The captions to the sections in this Agreement are included for convenience only and are not intended to and shall not be deemed to modify or explain any of the terms of this Agreement.
15. Recitals. The recitals set forth at the beginning of this Agreement are incorporated into this Agreement as though repeated at length herein.
16. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey without regard to New Jersey's conflict of laws principles.
17. Assignment. The Parties recognize that this Agreement is based upon the skill and expertise of the Parties and therefore agree that the Agreement and obligations thereunder may not be assigned or delegated without the written consent of the other party, which shall not be unreasonably withheld, except as expressly allowed by this Agreement.
18. Authority. The persons signing below on behalf of the Parties warrant that they have the authority

to execute this Agreement according to its terms on behalf of Hospital and School.

19. Successors. All of the agreements, obligations, terms, provisions and conditions herein shall apply to and bind to the benefit of the heirs, administrators, executors, legal representatives, trustees and successors of the Parties hereto.
20. Non-Exclusive. This Agreement is not exclusive. Each party shall have the right to enter into agreements with other facilities relating to matters covered by this Agreement.
21. Venue. To the extent any litigation should be brought or arise out of, in connection with, or by reason of this Agreement, the parties agree that such controversy shall be submitted to a court of competent jurisdiction in Hudson County, New Jersey, and each party consents to the jurisdiction and venue of such court. This section shall survive termination or expiration of this Agreement.

Agreed to as of the date set forth above.

HUDSON COUNTY COMMUNITY COLLEGE

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

Jersey City Medical Center  
Human Resources Director

**Tara:::t;Jf** \_\_\_\_\_  
B.V.

HUDSON COUNTY COMMUNITY COLLEGE  
AND RWJ BARNABUS HEALTH/JERSEY CITY  
MEDICAL CENTER  
AFFILIATION AGREEMENT

This agreement (the "Agreement") is made this \_\_\_\_\_ of \_\_\_\_\_ between **RWJBH/JCMC Orthopedic Care in NJ 377 Jersey Avenue, Jersey City, NJ 07302**, (the "Imaging Center") and Hudson County Community College, (the "School") for the provision of clinical experience for Students ("Students") enrolled at School.

A. TERM

This Agreement covers the period from \_\_\_\_\_, 2025 to \_\_\_\_\_, 2027, and may, unless earlier terminated by either Party, be renewed thereafter upon the execution of a new agreement or written amendment to this Agreement. Each Party will undertake an annual review of this Agreement.

B. SCHOOL RESPONSIBILITIES

1. The School will assume the responsibility for planning, directing and implementing the educational Program of the Students, including clinical assignments and the general supervision and instruction of the educational Program, (the "Program").
2. The School will respect the autonomy of the Imaging Center to set its own program as a service delivery system.
3. A Program Faculty member will be assigned and will communicate the objectives of the clinical experience and the responsibilities of the Students directly to the appropriate Imaging Center liaison and/or clinical personnel.
4. The School will work cooperatively with the Imaging Center Staff in selecting and assigning clinical experiences to Students.
5. School Faculty ("Faculty") and Students will observe the rules, regulations, policies and procedures in effect at the Imaging Center.
6. The School will provide the Imaging Center with the names, days and times for the Students' clinical rotation at least one week prior to the beginning of the clinical rotation.
7. The School will provide an in-service training session at a mutually agreed upon day and time for Imaging Center staff to outline the clinical competency aspects of the Program.
8. The School will work with the Imaging Center to assign staff sonographers/radiographers as clinical instructors and provide necessary continuing education for Imaging Center staff on mutually agreed upon days and times.
9. All Faculty and Students will be made aware that all patient information including patient medical records are to be kept strictly confidential.

10. School assures that all Faculty and Students participating in any clinical activities at Imaging Center will be covered by general liability insurance coverage in the amounts of one million dollars (\$1,000,000) per occurrence and three million (\$3,000,000) million dollars in the aggregate, as well as malpractice insurance as required in Section E. below, and that proof of such insurance will be carried by each Student and Faculty member, with copies of the applicable Certificates of insurance provided to Imaging Center.
11. Prior to beginning the clinical experience, Faculty and Students will meet the following health requirements:
  - a. P.P.D. Intermediate Skin Test (within the last year) except for those Students who have received BCG.
  - b. Chest X-ray for those with a positive P.P.D. or at the option of the examining physician and documentation of evaluation by a physician on an annual basis. Or T-spot/or Quantiferon Gold Test. If negative it is ok. If positive, a chest x- ray is required.
  - c. Rubella: Must have documentation of having received live vaccine on or after their first birthday or laboratory evidence of immunity. Adults born before 1957, except women who can become pregnant, can be considered immune.

#### C. IMAGING CENTER RESPONSIBILITIES

1. Imaging Center will designate a liaison to coordinate with Faculty.
2. Imaging Center will remain ultimately responsible for patient care at Imaging Center.
3. Imaging Center will cooperate with Faculty in planning for the clinical experience and evaluating it in order to provide Students with the maximum opportunities to develop diagnostic medical imaging skills and enhance professional growth.
4. Imaging Center will assume responsibility for the continuity of care of all patients assigned to the Students and will allow use of its facilities for direct contact and care of patients during their clinical rotation period.
5. Imaging Center will provide the Program with copies of the Imaging Center's policies and procedures and will advise the Program of policy and/or service charges which may have an impact on Student education.
6. In case of accident or illness incurred by Students while they are engaged in a clinical experience at the Imaging Center, the School shall be notified immediately. The Imaging Center may provide for emergency care within its clinical capabilities or shall otherwise arrange for emergency care to be provided.
7. An orientation will be provided by Imaging Center for Faculty and Students prior to commencement of the clinical experience.
8. Imaging Center will observe the Program's calendar with respect to school holidays, school closures, and vacation periods, so long as Imaging Center is provided reasonable notice of such days.

9. School will be advised of possible Student/Faculty exposure to contagious diseases that become known following the clinical experience.
10. Imaging Center will provide space for Student record maintenance, including JCERT required Program documentation.
11. Imaging Center will provide parking and access to the staff lounge and locker facilities for Students and Faculty.
12. Forms required by the appropriate professional accrediting association(s) will be completed and exchanged between the parties as necessary, and such information as is reasonably requested by either party for such purpose will be supplied by the other.
13. Imaging Center will provide information and/or reports which may be needed by the School for compliance with accreditation.
14. Imaging Center will notify the School immediately in the event of any emergency or problem which may threaten the Student's successful completion of the clinical education program.
15. Imaging Center will provide release time to staff radiographers designated as clinical instructors, as requested.
16. Imaging Center shall provide adequate staffing at the Imaging Center so that Students are *never* used as Imaging Center staff replacements.

D. MUTUAL RESPONSIBILITIES

1. A schedule of hours and days for clinical experience and number of Students will be mutually agreed upon in writing by the School and the Imaging Center at least one week before the beginning of each semester.
2. Either Party may withdraw any Students whose performance does not comply with School's standards, or fails to comply with the policies, standards, and procedures of Imaging Center. Prior to requesting withdrawal of a Student, an Imaging Center representative will *meet* with a Faculty member to see if performance issues can be addressed by corrective action other than withdrawal. However, Imaging Center shall maintain the right to withdraw Students. Imaging Center shall be responsible for its decision to withdraw a Student.
3. The Parties will ensure that any services provided pursuant to this Agreement comply with all pertinent provisions of Federal, State and Local statutes, rules and regulations.
4. In addition to paragraph B 2, *supra*, Imaging Center retains *the* right to have a Student or Faculty excluded from Imaging Center. Imaging Center maintains the right to immediately *remove* a Student from Imaging *Center* if a Student's behavior is unsafe, disruptive, detrimental to patient care, or violate of existing rules and regulations of Imaging Center in such matters as procedures, policies, conduct, manner of dress, patient contact, and in such other respects as Imaging Center may require to prevent interference with its proper operation. Imaging Center will use its best efforts to meet with a Faculty member to see if performance issues can be addressed by corrective action prior to removing a Student from Imaging *Center*. Imaging Center shall be responsible for its decision to exclude a Student or Faculty from Hospital and/or remove a Student from Hospital.

5. The Imaging Center and School will not discriminate against any employee, applicant, Faculty or Student enrolled in their respective programs because of age, handicap, color, national origin, race, religion, sex, sexual orientation, veteran status, marital status, any other characteristic protected by law. Both parties are equal opportunity employers.
6. Both parties shall inform one another of the following: changes in academic curriculum, changes in the availability of learning opportunities, and staff changes affecting either academic preparation or clinical teaching of Students. In the event that such changes will affect the number of Students accepted in any one time period, the Imaging Center will make every effort to inform the School of such changes at least one week in advance of that time period.

E. INSURANCE

1. School will require each Faculty member and Student to provide proof that the Faculty member and Student is covered by a policy of professional liability and malpractice insurance, with single limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate per year.
2. School shall provide Workmen's Compensation and disability Insurance coverage for all its employees and Students if applicable, pursuant to the laws of the State of New Jersey.
3. The Imaging Center warrants that it will ensure that its employees and staff performing under this Agreement carry professional liability insurance, with single limits of at least \$1,000,000.00 per occurrence, \$3,000,000.00 in the annual aggregate, to protect itself and its participating employee and staff members, from the consequences of bodily injury arising out of negligence, malpractice, error, or mistake in the rendering or failure to render of any professional service by said employee or staff members, with respect to this educational clinical experience program in the Imaging Center. Such professional liability insurance shall be either the type commonly known as "occurrence" or the type commonly known as "claims made plus tail."<sup>11</sup> If it is "claims made plus tail," the tail shall be for a period of time acceptable to School. Imaging Center shall obtain commercial general liability insurance with coverage not less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate for employees and staff participating in the program covering the entire educational period. The general liability coverage shall continuously remain in effect at all times that this Agreement is in effect. Proof of insurance to be provided upon execution of this Agreement and from time to time upon request of the School.
4. Imaging Center shall provide immediate notice to School of any material change in any of the insurance coverages requested to be carried pursuant to this Agreement. Insurance coverage(s) provided under this Agreement shall not limit or restrict in any way liability arising under or in connection with this Agreement. The School agrees to indemnify and hold harmless the Imaging Center, its affiliates, subsidiaries, and parent and their directors, trustees, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of the School's Students, faculty members, employees, servants, trustees, officers, directors, or agents. The Imaging Center agrees to indemnify and hold harmless the School and its trustees, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defenses thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of the Imaging Center's employees or agents in connection with their duties at the Imaging Center. Each party agrees that it shall give

the other party prompt notice of any claim, threatened or made, or suit instituted against it which could result in a claim for indemnification above; provided however, that delay in giving or failure to give such notice shall not be a waiver of the party's right to indemnification from the other, unless such delay or failure materially prejudices the indemnifying party in its defense of such claim.

#### F. TERMINATION

1. Either Party may terminate this Agreement by providing at least one hundred and eighty (180) days prior written notice to the other Party. This paragraph shall not apply if this Agreement is cancelled by mutual consent of the Parties. This termination shall not take effect with respect to Students already enrolled in the Program until such Students shall have completed their clinical experience.
2. Either Party shall have the right to immediately terminate the Agreement if the other Party has breached terms, covenants or conditions of the Agreement in any substantial manner and fails to cure within thirty (30) days of notice. This Agreement may also be terminated immediately and without notice by either Party upon revocation of any required accreditation, license or registration, or the notice or threat thereof by the Department of Health or any other applicable federal, state, local agency or course of competent jurisdiction, which prohibits or adversely affects in whole or in part the performance of the Agreement by the parties hereto.
3. Either Party shall have the right to terminate this Agreement for "cause." In general, "cause" is any material and substantial violation of this Agreement by either of the Parties. If either Party desires to terminate this Agreement for cause, such Party shall give written notice of default to the other Party of the specific grounds for termination. The Party receiving any such written notice shall have thirty (30) days to cure the default stated in said notice. If the Party receiving notice of termination fails to cure the default within thirty (30) days, the Party who gave the original notice shall, thereafter, have the right to terminate this Agreement by giving written notice of termination to the defaulting Party in which event this Agreement shall terminate as of the giving of such notice of termination.
4. Either Party also may terminate this Agreement by giving thirty (30) days prior written notice to the other Party in the event that the other Party becomes an "Ineligible Entity," and requires the immediate removal of any Student who has become an "Ineligible Person" where that term is defined as follows:

An "Ineligible Entity" or and "Ineligible person means an entity or person that:

- i. is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in the Federal procurement or nonprocurement programs; or
- ii. Has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. §1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible."

5. Termination for Lack of Legal Compliance. This Agreement is intended to comply with all Federal and state Laws, rules and regulations. Either Party may terminate this Agreement at any time upon thirty (30) days written notice to the other if any modification or interpretation of any Federal, state or local government law, regulation, or policy impairs in any substantial manner the continuing legal validity and/or effectiveness of any material provision of this Agreement, or places the tax- exempt status of either Party or any of its component parts at risk. Prior to the end of such notice period, the Parties shall use their best efforts to agree on a modification of this Agreement that, in the opinion of the Parties and their respective legal counsel, satisfactorily

addresses and removes the impairment. This Agreement shall continue in full force and effect if, prior to the end of such notice period, the parties agree on such a modification of this Agreement; otherwise this Agreement shall terminate as set forth herein.

6. Involuntary Termination. This Agreement shall be terminated immediately in the event that either Party loses its license, accreditation, or certification.

G. MISCELLANEOUS

1. In accordance with Federal Law, the parties do not discriminate on the basis of sex, sexual orientation, race, color, creed, marital status, national and ethnic origin, age, or any other protected characteristic (subject to local, State and Federal requirements) in the administration of their program and policies and are equal opportunity employers.
2. Security and Privacy. The Parties acknowledge that Imaging Center is a covered entity as defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). To the extent that the Students and Faculty have access to protected health information by virtue of their participation in the clinical placement program at Imaging Center, the Parties agree that said Students and Faculty are deemed to be part of Imaging Center's workforce for **HIPAA** compliance purposes and subject to the Imaging Center's policies and procedures governing the use and disclosure of protected health information, as defined in **HIPAA**, by School and School's staff. Students will be required to sign a "Student/Intern/Agency/temporary" Staff confidentiality agreement. The Parties agree that the sponsorship of a clinical placement program as contemplated by this affiliation agreement does not constitute a business associate agreement under **HIPAA**.
3. Confidentiality.
  - a. Both School and Imaging Center 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 medical record policies and guidelines established and approved by Imaging Center, which shall be made available to Students.
  - b. The Parties recognize that from time to time, either of them and/or their respective employees and agents, and Students, may learn or come into contact with confidential patient or proprietary information of the other Party (hereinafter, "Confidential Information"). Each Party agrees and acknowledges that it, Faculty and Students shall, except to the extent that disclosure of the information is required by law, not disclose the Confidential Information and, further:
    - i. Take all reasonable steps to hold Confidential Information in confidence
    - ii. Instruct its employees and agents, and Students to exercise the highest degree of care to preserve from disclosure the Confidential Information, and not to copy or otherwise duplicate same for any Purpose, without the other Party's prior written permission;
    - iii. Give at least five business days prior written notice to the other Party before making any disclosure of the Confidential Information purportedly required by law.

- c. Excluded from "Confidential Information" shall be any information or data which (i) the other Party was lawfully in possession of prior to the negotiation and execution of this Agreement; (ii) is lawfully acquired by the other Party in a manner not resulting from, or from a source not derived from or related to, the negotiation, execution, or performance of this Agreement; or (iii) becomes part of the public domain in any manner other than the unlawful publication thereof by the other Party.
  - d. Upon the termination of the Agreement for any reason (including, but not limited to, the expiration of the stated term hereof), each Party shall promptly return to the other Party or destroy, with confirmation to the other Party of satisfactory evidence of such destruction, all records, documents, and other materials containing information or data which shall be proprietary to the other Party, unless such destruction is impracticable.
4. No Employment Relationship. It is not intended that an employer/employee, joint venture, or partnership agreement be established, hereby expressly or by implication, between Imaging Center and School.

Neither Imaging Center nor 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 Imaging Center or School, nor shall it in any way alter the control of the management, operation, and affairs of either Imaging Center or School; it being the intent of this Agreement that Imaging Center and School shall maintain separate and independent management, and each has full, unrestricted authority and responsibility regarding its organization and structure.

5. Notices. All notices which either Party is required or may desire to give to the other under or in conjunction with this Agreement shall be in writing and shall be given by addressing the same to such other party at the address set forth below, and by depositing the same addressed, certified mail, postage prepaid, return receipt requested, or by overnight mail or by reputable courier service, or by delivering the same personally to such other party:

As to Imaging Center:

Attention: Legal Department  
Email:

As to School:  
Cheryl Cashell, MS, RT. (R)(M)(QM)  
Hudson County Community College  
Director, Radiography Program  
Hudson County Community College  
870 Bergen Avenue- 2nd floor  
Jersey City, NJ 07306

- 
6. It is the intent and understanding of the Parties to this Agreement that each and every provision required by Law be inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through a mistake or otherwise, any such provision is not inserted or is not inserted in correct form then this Agreement shall forthwith upon the application by either Party be amended by such insertion so as to comply strictly with the law, without

prejudice to the rights of either Party; provided however, that if the insertion of such provision is contrary to the underlying intent of the Parties, then either Party may terminate immediately on written notice to the other.

7. Advertising. No Party shall use the other's name or logo in any descriptive or promotional literature, newspaper, news release or communication of any kind without the other's prior written approval.
8. No Fee. It is agreed and understood that Imaging Center and School as a public service enter into this Agreement. Accordingly, there will be not charge or fee by either party to the other.
9. In the event any term or provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the state legislature, or by any regulation duly promulgated by offices of the United States of the State of New Jersey acting in accordance with law, or declared null and void by any court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect.
10. Waiver. Failure by either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provisions nor of the right of that Party to enforce each and every provision.
11. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable.
12. Entire Agreement. Both Parties agree that this Agreement represents the entire understanding of the Parties with respect to the subject matter covered and supersedes and nullifies any previous agreements regarding the subject matter covered between the Parties.
13. Amendments. Any additional responsibilities, obligations, or duties undertaken by either party in connection with the performance of this Agreement shall be detailed in writing, must be signed by authorized representatives of both Parties, and attached as an addendum to this Agreement.
14. Captions. The captions to the sections in this Agreement are included for convenience only and are not intended to and shall not be deemed to modify or explain any of the terms of this Agreement.
15. Recitals. The recitals set forth at the beginning of this Agreement are incorporated into this Agreement as though repeated at length herein.
16. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey without regard to New Jersey's conflict of laws principles.
17. Assignment. The Parties recognize that this Agreement is based upon the skill and expertise of the Parties and therefore agree that the Agreement and obligations thereunder may not be assigned or delegated without the written consent of the other party, which shall not be unreasonably withheld, except as expressly allowed by this Agreement.
18. Authority. The persons signing below on behalf of the Parties warrant that they have the authority

to execute this Agreement according to its terms on behalf of Imaging Center and School.

19. Successors. All of the agreements, obligations, terms, provisions and conditions herein shall apply to and bind to the benefit of the heirs, administrators, executors, legal representatives, trustees and successors of the Parties hereto.
20. Non-Exclusive. This Agreement is not exclusive. Each party shall have the right to enter into agreements with other facilities relating to matters covered by this Agreement.
21. Venue. To the extent any litigation should be brought or arise out of, in connection with, or by reason of this Agreement, the parties agree that such controversy shall be submitted to a court of competent jurisdiction in Hudson County, New Jersey, and each party consents to the jurisdiction and venue of such court. This section shall survive termination or expiration of this Agreement.

Agreed to as of the date set forth above.

HUDSON COUNTY COMMUNITY COLLEGE

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

Jersey City Medical Center  
Human Resources Director  
Tara Reid

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

HUDSON COUNTY COMMUNITY COLLEGE  
AND RWJ BARNABUS HEALTH/JERSEY CITY  
MEDICAL CENTER  
AFFILIATION AGREEMENT

This agreement (the "Agreement") is made this \_\_\_\_\_ of \_\_\_\_\_ between **RWJBH/JCMC Orthopedics 100 Town Square Pl., Jersey City, NJ 07310**, (the "Imaging Center") and Hudson County Community College, (the "School") for the provision of clinical experience for Students ("Students") enrolled at School.

A. TERM

This Agreement covers the period from \_\_\_\_\_, 2025 to \_\_\_\_\_, 2027, and may, unless earlier terminated by either Party, be renewed thereafter upon the execution of a new agreement or written amendment to this Agreement. Each Party will undertake an annual review of this Agreement.

B. SCHOOL RESPONSIBILITIES

1. The School will assume the responsibility for planning, directing and implementing the educational Program of the Students, including clinical assignments and the general supervision and instruction of the educational Program, (the "Program").
2. The School will respect the autonomy of the Imaging Center to set its own program as a service delivery system.
3. A Program Faculty member will be assigned and will communicate the objectives of the clinical experience and the responsibilities of the Students directly to the appropriate Imaging Center liaison and/or clinical personnel.
4. The School will work cooperatively with the Imaging Center Staff in selecting and assigning clinical experiences to Students.
5. School Faculty ("Faculty") and Students will observe the rules, regulations, policies and procedures in effect at the Imaging Center.
6. The School will provide the Imaging Center with the names, days and times for the Students' clinical rotation at least one week prior to the beginning of the clinical rotation.
7. The School will provide an in-service training session at a mutually agreed upon day and time for Imaging Center staff to outline the clinical competency aspects of the Program.
8. The School will work with the Imaging Center to assign staff sonographers/radiographers as clinical instructors and provide necessary continuing education for Imaging Center staff on mutually agreed upon days and times.
9. All Faculty and Students will be made aware that all patient information including patient medical records are to be kept strictly confidential.

10. School assures that all Faculty and Students participating in any clinical activities at Imaging Center will be covered by general liability insurance coverage in the amounts of one million dollars (\$1,000,000) per occurrence and three million (\$3,000,000) million dollars in the aggregate, as well as malpractice insurance as required in Section E. below, and that proof of such insurance will be carried by each Student and Faculty member, with copies of the applicable Certificates of insurance provided to Imaging Center.
11. Prior to beginning the clinical experience, Faculty and Students will meet the following health requirements:
  - a. P.P.D. Intermediate Skin Test (within the last year) except for those Students who have received BCG.
  - b. Chest X-ray for those with a positive P.P.D. or at the option of the examining physician and documentation of evaluation by a physician on an annual basis. Or T-spot/or Quantiferon Gold Test. If negative it is ok. If positive, a chest x- ray is required.
  - c. Rubella: Must have documentation of having received live vaccine on or after their first birthday or laboratory evidence of immunity. Adults born before 1957, except women who can become pregnant, can be considered immune.

#### C. IMAGING CENTER RESPONSIBILITIES

1. Imaging Center will designate a liaison to coordinate with Faculty.
2. Imaging Center will remain ultimately responsible for patient care at Imaging Center.
3. Imaging Center will cooperate with Faculty in planning for the clinical experience and evaluating it in order to provide Students with the maximum opportunities to develop diagnostic medical imaging skills and enhance professional growth.
4. Imaging Center will assume responsibility for the continuity of care of all patients assigned to the Students and will allow use of its facilities for direct contact and care of patients during their clinical rotation period.
5. Imaging Center will provide the Program with copies of the Imaging Center's policies and procedures and will advise the Program of policy and/or service charges which may have an impact on Student education.
6. In case of accident or illness incurred by Students while they are engaged in a clinical experience at the Imaging Center, the School shall be notified immediately. The Imaging Center may provide for emergency care within its clinical capabilities or shall otherwise arrange for emergency care to be provided.
7. An orientation will be provided by Imaging Center for Faculty and Students prior to commencement of the clinical experience.
8. Imaging Center will observe the Program's calendar with respect to school holidays, school closures, and vacation periods, so long as Imaging Center is provided reasonable notice of such days.

9. School will be advised of possible Student/Faculty exposure to contagious diseases that become known following the clinical experience.
10. Imaging Center will provide space for Student record maintenance, including JCERT required Program documentation.
11. Imaging Center will provide parking and access to the staff lounge and locker facilities for Students and Faculty.
12. Forms required by the appropriate professional accrediting association(s) will be completed and exchanged between the parties as necessary, and such information as is reasonably requested by either party for such purpose will be supplied by the other.
13. Imaging Center will provide information and/or reports which may be needed by the School for compliance with accreditation.
14. Imaging Center will notify the School immediately in the event of any emergency or problem which may threaten the Student's successful completion of the clinical education program.
15. Imaging Center will provide release time to staff radiographers designated as clinical instructors, as requested.
16. Imaging Center shall provide adequate staffing at the Imaging Center so that Students are *never* used as Imaging Center staff replacements.

D. MUTUAL RESPONSIBILITIES

1. A schedule of hours and days for clinical experience and number of Students will be mutually agreed upon in writing by the School and the Imaging Center at least one week before the beginning of each semester.
2. Either Party may withdraw any Students whose performance does not comply with School's standards, or fails to comply with the policies, standards, and procedures of Imaging Center. Prior to requesting withdrawal of a Student, an Imaging Center representative will *meet* with a Faculty member to see if performance issues can be addressed by corrective action other than withdrawal. However, Imaging Center shall maintain the right to withdraw Students. Imaging Center shall be responsible for its decision to withdraw a Student.
3. The Parties will ensure that any services provided pursuant to this Agreement comply with all pertinent provisions of Federal, State and Local statutes, rules and regulations.
4. In addition to paragraph B 2, *supra*, Imaging Center retains the right to have a Student or Faculty excluded from Imaging Center. Imaging Center maintains the right to immediately remove a Student from Imaging Center if a Student's behavior is unsafe, disruptive, detrimental to patient care, or violate of existing rules and regulations of Imaging Center in such matters as procedures, policies, conduct, manner of dress, patient contact, and in such other respects as Imaging Center may require to prevent interference with its proper operation. Imaging Center will use its best efforts to meet with a Faculty member to see if performance issues can be addressed by corrective action prior to removing a Student from Imaging Center. Imaging Center shall be responsible for its decision to exclude a Student or Faculty from Hospital and/or remove a Student from Hospital.

5. The Imaging Center and School will not discriminate against any employee, applicant, Faculty or Student enrolled in their respective programs because of age, handicap, color, national origin, race, religion, sex, sexual orientation, veteran status, marital status, any other characteristic protected by law. Both parties are equal opportunity employers.
6. Both parties shall inform one another of the following: changes in academic curriculum, changes in the availability of learning opportunities, and staff changes affecting either academic preparation or clinical teaching of Students. In the event that such changes will affect the number of Students accepted in any one time period, the Imaging Center will make every effort to inform the School of such changes at least one week in advance of that time period.

E. INSURANCE

1. School will require each Faculty member and Student to provide proof that the Faculty member and Student is covered by a policy of professional liability and malpractice insurance, with single limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate per year.
2. School shall provide Workmen's Compensation and disability Insurance coverage for all its employees and Students if applicable, pursuant to the laws of the State of New Jersey.
3. The Imaging Center warrants that it will ensure that its employees and staff performing under this Agreement carry professional liability insurance, with single limits of at least \$1,000,000.00 per occurrence, \$3,000,000.00 in the annual aggregate, to protect itself and its participating employee and staff members, from the consequences of bodily injury arising out of negligence, malpractice, error, or mistake in the rendering or failure to render of any professional service by said employee or staff members, with respect to this educational clinical experience program in the Imaging Center. Such professional liability insurance shall be either the type commonly known as "occurrence" or the type commonly known as "claims made plus tail."<sup>11</sup> If it is "claims made plus tail," the tail shall be for a period of time acceptable to School. Imaging Center shall obtain commercial general liability insurance with coverage not less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate for employees and staff participating in the program covering the entire educational period. The general liability coverage shall continuously remain in effect at all times that this Agreement is in effect. Proof of insurance to be provided upon execution of this Agreement and from time to time upon request of the School.
4. Imaging Center shall provide immediate notice to School of any material change in any of the insurance coverages requested to be carried pursuant to this Agreement. Insurance coverage(s) provided under this Agreement shall not limit or restrict in any way liability arising under or in connection with this Agreement. The School agrees to indemnify and hold harmless the Imaging Center, its affiliates, subsidiaries, and parent and their directors, trustees, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of the School's Students, faculty members, employees, servants, trustees, officers, directors, or agents. The Imaging Center agrees to indemnify and hold harmless the School and its trustees, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defenses thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of the Imaging Center's employees or agents in connection with their duties at the Imaging Center. Each party agrees that it shall give

the other party prompt notice of any claim, threatened or made, or suit instituted against it which could result in a claim for indemnification above; provided however, that delay in giving or failure to give such notice shall not be a waiver of the party's right to indemnification from the other, unless such delay or failure materially prejudices the indemnifying party in its defense of such claim.

#### F. TERMINATION

1. Either Party may terminate this Agreement by providing at least one hundred and eighty (180) days prior written notice to the other Party. This paragraph shall not apply if this Agreement is cancelled by mutual consent of the Parties. This termination shall not take effect with respect to Students already enrolled in the Program until such Students shall have completed their clinical experience.
2. Either Party shall have the right to immediately terminate the Agreement if the other Party has breached terms, covenants or conditions of the Agreement in any substantial manner and fails to cure within thirty (30) days of notice. This Agreement may also be terminated immediately and without notice by either Party upon revocation of any required accreditation, license or registration, or the notice or threat thereof by the Department of Health or any other applicable federal, state, local agency or course of competent jurisdiction, which prohibits or adversely affects in whole or in part the performance of the Agreement by the parties hereto.
3. Either Party shall have the right to terminate this Agreement for "cause." In general, "cause" is any material and substantial violation of this Agreement by either of the Parties. If either Party desires to terminate this Agreement for cause, such Party shall give written notice of default to the other Party of the specific grounds for termination. The Party receiving any such written notice shall have thirty (30) days to cure the default stated in said notice. If the Party receiving notice of termination fails to cure the default within thirty (30) days, the Party who gave the original notice shall, thereafter, have the right to terminate this Agreement by giving written notice of termination to the defaulting Party in which event this Agreement shall terminate as of the giving of such notice of termination.
4. Either Party also may terminate this Agreement by giving thirty (30) days prior written notice to the other Party in the event that the other Party becomes an "Ineligible Entity," and requires the immediate removal of any Student who has become an "Ineligible Person" where that term is defined as follows:

An "Ineligible Entity" or and "Ineligible person means an entity or person that:

- i. is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in the Federal procurement or nonprocurement programs; or
- ii. Has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. §1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible."

5. Termination for Lack of Legal Compliance. This Agreement is intended to comply with all Federal and state Laws, rules and regulations. Either Party may terminate this Agreement at any time upon thirty (30) days written notice to the other if any modification or interpretation of any Federal, state or local government law, regulation, or policy impairs in any substantial manner the continuing legal validity and/or effectiveness of any material provision of this Agreement, or places the tax- exempt status of either Party or any of its component parts at risk. Prior to the end of such notice period, the Parties shall use their best efforts to agree on a modification of this Agreement that, in the opinion of the Parties and their respective legal counsel, satisfactorily

addresses and removes the impairment. This Agreement shall continue in full force and effect if, prior to the end of such notice period, the parties agree on such a modification of this Agreement; otherwise this Agreement shall terminate as set forth herein.

6. Involuntary Termination. This Agreement shall be terminated immediately in the event that either Party loses its license, accreditation, or certification.

G. MISCELLANEOUS

1. In accordance with Federal Law, the parties do not discriminate on the basis of sex, sexual orientation, race, color, creed, marital status, national and ethnic origin, age, or any other protected characteristic (subject to local, State and Federal requirements) in the administration of their program and policies and are equal opportunity employers.
2. Security and Privacy. The Parties acknowledge that Imaging Center is a covered entity as defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). To the extent that the Students and Faculty have access to protected health information by virtue of their participation in the clinical placement program at Imaging Center, the Parties agree that said Students and Faculty are deemed to be part of Imaging Center's workforce for **HIPAA** compliance purposes and subject to the Imaging Center's policies and procedures governing the use and disclosure of protected health information, as defined in **HIPAA**, by School and School's staff. Students will be required to sign a "Student/Intern/Agency/temporary" Staff confidentiality agreement. The Parties agree that the sponsorship of a clinical placement program as contemplated by this affiliation agreement does not constitute a business associate agreement under **HIPAA**.
3. Confidentiality.
  - a. Both School and Imaging Center 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 medical record policies and guidelines established and approved by Imaging Center, which shall be made available to Students.
  - b. The Parties recognize that from time to time, either of them and/or their respective employees and agents, and Students, may learn or come into contact with confidential patient or proprietary information of the other Party (hereinafter, "Confidential Information"). Each Party agrees and acknowledges that it, Faculty and Students shall, except to the extent that disclosure of the information is required by law, not disclose the Confidential Information and, further:
    - i. Take all reasonable steps to hold Confidential Information in confidence
    - ii. Instruct its employees and agents, and Students to exercise the highest degree of care to preserve from disclosure the Confidential Information, and not to copy or otherwise duplicate same for any Purpose, without the other Party's prior written permission;
    - iii. Give at least five business days prior written notice to the other Party before making any disclosure of the Confidential Information purportedly required by law.

- c. Excluded from "Confidential Information" shall be any information or data which (i) the other Party was lawfully in possession of prior to the negotiation and execution of this Agreement; (ii) is lawfully acquired by the other Party in a manner not resulting from, or from a source not derived from or related to, the negotiation, execution, or performance of this Agreement; or (iii) becomes part of the public domain in any manner other than the unlawful publication thereof by the other Party.
  - d. Upon the termination of the Agreement for any reason (including, but not limited to, the expiration of the stated term hereof), each Party shall promptly return to the other Party or destroy, with confirmation to the other Party of satisfactory evidence of such destruction, all records, documents, and other materials containing information or data which shall be proprietary to the other Party, unless such destruction is impracticable.
4. No Employment Relationship. It is not intended that an employer/employee, joint venture, or partnership agreement be established, hereby expressly or by implication, between Imaging Center and School.

Neither Imaging Center nor 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 Imaging Center or School, nor shall it in any way alter the control of the management, operation, and affairs of either Imaging Center or School; it being the intent of this Agreement that Imaging Center and School shall maintain separate and independent management, and each has full, unrestricted authority and responsibility regarding its organization and structure.

5. Notices. All notices which either Party is required or may desire to give to the other under or in conjunction with this Agreement shall be in writing and shall be given by addressing the same to such other party at the address set forth below, and by depositing the same addressed, certified mail, postage prepaid, return receipt requested, or by overnight mail or by reputable courier service, or by delivering the same personally to such other party:

As to Imaging Center:

Attention: Legal Department  
Email:

As to School:  
Cheryl Cashell, MS, RT. (R)(M)(QM)  
Hudson County Community College  
Director, Radiography Program  
Hudson County Community College  
870 Bergen Avenue- 2nd floor  
Jersey City, NJ 07306

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6. It is the intent and understanding of the Parties to this Agreement that each and every provision required by Law be inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through a mistake or otherwise, any such provision is not inserted or is not inserted in correct form then this Agreement shall forthwith upon the application by either Party be amended by such insertion so as to comply strictly with the law, without

prejudice to the rights of either Party; provided however, that if the insertion of such provision is contrary to the underlying intent of the Parties, then either Party may terminate immediately on written notice to the other.

7. Advertising. No Party shall use the other's name or logo in any descriptive or promotional literature, newspaper, news release or communication of any kind without the other's prior written approval.
8. No Fee. It is agreed and understood that Imaging Center and School as a public service enter into this Agreement. Accordingly, there will be not charge or fee by either party to the other.
9. In the event any term or provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the state legislature, or by any regulation duly promulgated by offices of the United States of the State of New Jersey acting in accordance with law, or declared null and void by any court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect.
10. Waiver. Failure by either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provisions nor of the right of that Party to enforce each and every provision.
11. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable.
12. Entire Agreement. Both Parties agree that this Agreement represents the entire understanding of the Parties with respect to the subject matter covered and supersedes and nullifies any previous agreements regarding the subject matter covered between the Parties.
13. Amendments. Any additional responsibilities, obligations, or duties undertaken by either party in connection with the performance of this Agreement shall be detailed in writing, must be signed by authorized representatives of both Parties, and attached as an addendum to this Agreement.
14. Captions. The captions to the sections in this Agreement are included for convenience only and are not intended to and shall not be deemed to modify or explain any of the terms of this Agreement.
15. Recitals. The recitals set forth at the beginning of this Agreement are incorporated into this Agreement as though repeated at length herein.
16. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey without regard to New Jersey's conflict of laws principles.
17. Assignment. The Parties recognize that this Agreement is based upon the skill and expertise of the Parties and therefore agree that the Agreement and obligations thereunder may not be assigned or delegated without the written consent of the other party, which shall not be unreasonably withheld, except as expressly allowed by this Agreement.
18. Authority. The persons signing below on behalf of the Parties warrant that they have the authority

to execute this Agreement according to its terms on behalf of Imaging Center and School.

19. Successors. All of the agreements, obligations, terms, provisions and conditions herein shall apply to and bind to the benefit of the heirs, administrators, executors, legal representatives, trustees and successors of the Parties hereto.
20. Non-Exclusive. This Agreement is not exclusive. Each party shall have the right to enter into agreements with other facilities relating to matters covered by this Agreement.
21. Venue. To the extent any litigation should be brought or arise out of, in connection with, or by reason of this Agreement, the parties agree that such controversy shall be submitted to a court of competent jurisdiction in Hudson County, New Jersey, and each party consents to the jurisdiction and venue of such court. This section shall survive termination or expiration of this Agreement.

Agreed to as of the date set forth above.

HUDSON COUNTY COMMUNITY COLLEGE

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

Jersey City Medical Center  
Human Resources Director  
Tara Reid

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

HUDSON COUNTY COMMUNITY COLLEGE  
AND RWJ BARNABUS HEALTH/JERSEY CITY  
MEDICAL CENTER  
AFFILIATION AGREEMENT

This agreement (the "Agreement") is made this \_\_\_\_\_ of \_\_\_\_\_ between **RWJBH/Jersey City Medical Center Outpatient Services at Colony Plaza, 414 Grand St., Jersey City, NJ 07302**, (the "Imaging Center") and Hudson County Community College, (the "School") for the provision of clinical experience for Students ("Students") enrolled at School.

A. TERM

This Agreement covers the period from \_\_\_\_\_, 2025 to \_\_\_\_\_, 2027, and may, unless earlier terminated by either Party, be renewed thereafter upon the execution of a new agreement or written amendment to this Agreement. Each Party will undertake an annual review of this Agreement.

B. SCHOOL RESPONSIBILITIES

1. The School will assume the responsibility for planning, directing and implementing the educational Program of the Students, including clinical assignments and the general supervision and instruction of the educational Program, (the "Program").
2. The School will respect the autonomy of the Imaging Center to set its own program as a service delivery system.
3. A Program Faculty member will be assigned and will communicate the objectives of the clinical experience and the responsibilities of the Students directly to the appropriate Imaging Center liaison and/or clinical personnel.
4. The School will work cooperatively with the Imaging Center Staff in selecting and assigning clinical experiences to Students.
5. School Faculty ("Faculty") and Students will observe the rules, regulations, policies and procedures in effect at the Imaging Center.
6. The School will provide the Imaging Center with the names, days and times for the Students' clinical rotation at least one week prior to the beginning of the clinical rotation.
7. The School will provide an in-service training session at a mutually agreed upon day and time for Imaging Center staff to outline the clinical competency aspects of the Program.
8. The School will work with the Imaging Center to assign staff sonographers/radiographers as clinical instructors and provide necessary continuing education for Imaging Center staff on mutually agreed upon days and times.
9. All Faculty and Students will be made aware that all patient information including patient medical records are to be kept strictly confidential.

10. School assures that all Faculty and Students participating in any clinical activities at Imaging Center will be covered by general liability insurance coverage in the amounts of one million dollars (\$1,000,000) per occurrence and three million (\$3,000,000) million dollars in the aggregate, as well as malpractice insurance as required in Section E. below, and that proof of such insurance will be carried by each Student and Faculty member, with copies of the applicable Certificates of insurance provided to Imaging Center.
11. Prior to beginning the clinical experience, Faculty and Students will meet the following health requirements:
  - a. P.P.D. Intermediate Skin Test (within the last year) except for those Students who have received BCG.
  - b. Chest X-ray for those with a positive P.P.D. or at the option of the examining physician and documentation of evaluation by a physician on an annual basis. Or T-spot/or Quantiferon Gold Test. If negative it is ok. If positive, a chest x- ray is required.
  - c. Rubella: Must have documentation of having received live vaccine on or after their first birthday or laboratory evidence of immunity. Adults born before 1957, except women who can become pregnant, can be considered immune.

#### C. IMAGING CENTER RESPONSIBILITIES

1. Imaging Center will designate a liaison to coordinate with Faculty.
2. Imaging Center will remain ultimately responsible for patient care at Imaging Center.
3. Imaging Center will cooperate with Faculty in planning for the clinical experience and evaluating it in order to provide Students with the maximum opportunities to develop diagnostic medical imaging skills and enhance professional growth.
4. Imaging Center will assume responsibility for the continuity of care of all patients assigned to the Students and will allow use of its facilities for direct contact and care of patients during their clinical rotation period.
5. Imaging Center will provide the Program with copies of the Imaging Center's policies and procedures and will advise the Program of policy and/or service charges which may have an impact on Student education.
6. In case of accident or illness incurred by Students while they are engaged in a clinical experience at the Imaging Center, the School shall be notified immediately. The Imaging Center may provide for emergency care within its clinical capabilities or shall otherwise arrange for emergency care to be provided.
7. An orientation will be provided by Imaging Center for Faculty and Students prior to commencement of the clinical experience.
8. Imaging Center will observe the Program's calendar with respect to school holidays, school closures, and vacation periods, so long as Imaging Center is provided reasonable notice of such days.

9. School will be advised of possible Student/Faculty exposure to contagious diseases that become known following the clinical experience.
10. Imaging Center will provide space for Student record maintenance, including JCERT required Program documentation.
11. Imaging Center will provide parking and access to the staff lounge and locker facilities for Students and Faculty.
12. Forms required by the appropriate professional accrediting association(s) will be completed and exchanged between the parties as necessary, and such information as is reasonably requested by either party for such purpose will be supplied by the other.
13. Imaging Center will provide information and/or reports which may be needed by the School for compliance with accreditation.
14. Imaging Center will notify the School immediately in the event of any emergency or problem which may threaten the Student's successful completion of the clinical education program.
15. Imaging Center will provide release time to staff radiographers designated as clinical instructors, as requested.
16. Imaging Center shall provide adequate staffing at the Imaging Center so that Students are *never* used as Imaging Center staff replacements.

D. MUTUAL RESPONSIBILITIES

1. A schedule of hours and days for clinical experience and number of Students will be mutually agreed upon in writing by the School and the Imaging Center at least one week before the beginning of each semester.
2. Either Party may withdraw any Students whose performance does not comply with School's standards, or fails to comply with the policies, standards, and procedures of Imaging Center. Prior to requesting withdrawal of a Student, an Imaging Center representative will *meet* with a Faculty member to see if performance issues can be addressed by corrective action other than withdrawal. However, Imaging Center shall maintain the right to withdraw Students. Imaging Center shall be responsible for its decision to withdraw a Student.
3. The Parties will ensure that any services provided pursuant to this Agreement comply with all pertinent provisions of Federal, State and Local statutes, rules and regulations.
4. In addition to paragraph B 2, *supra*, Imaging Center retains *the* right to have a Student or Faculty excluded from Imaging Center. Imaging Center maintains the right to immediately *remove* a Student from Imaging *Center* if a Student's behavior is unsafe, disruptive, detrimental to patient care, or violate of existing rules and regulations of Imaging Center in such matters as procedures, policies, conduct, manner of dress, patient contact, and in such other respects as Imaging Center may require to prevent interference with its proper operation. Imaging Center will use its best efforts to meet with a Faculty member to see if performance issues can be addressed by corrective action prior to removing a Student from Imaging *Center*. Imaging Center shall be responsible for its decision to exclude a Student or Faculty from Hospital and/or remove a Student from Hospital.

5. The Imaging Center and School will not discriminate against any employee, applicant, Faculty or Student enrolled in their respective programs because of age, handicap, color, national origin, race, religion, sex, sexual orientation, veteran status, marital status, any other characteristic protected by law. Both parties are equal opportunity employers.
6. Both parties shall inform one another of the following: changes in academic curriculum, changes in the availability of learning opportunities, and staff changes affecting either academic preparation or clinical teaching of Students. In the event that such changes will affect the number of Students accepted in any one time period, the Imaging Center will make every effort to inform the School of such changes at least one week in advance of that time period.

E. INSURANCE

1. School will require each Faculty member and Student to provide proof that the Faculty member and Student is covered by a policy of professional liability and malpractice insurance, with single limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate per year.
2. School shall provide Workmen's Compensation and disability Insurance coverage for all its employees and Students if applicable, pursuant to the laws of the State of New Jersey.
3. The Imaging Center warrants that it will ensure that its employees and staff performing under this Agreement carry professional liability insurance, with single limits of at least \$1,000,000.00 per occurrence, \$3,000,000.00 in the annual aggregate, to protect itself and its participating employee and staff members, from the consequences of bodily injury arising out of negligence, malpractice, error, or mistake in the rendering or failure to render of any professional service by said employee or staff members, with respect to this educational clinical experience program in the Imaging Center. Such professional liability insurance shall be either the type commonly known as "occurrence" or the type commonly known as "claims made plus tail."<sup>11</sup> If it is "claims made plus tail," the tail shall be for a period of time acceptable to School. Imaging Center shall obtain commercial general liability insurance with coverage not less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate for employees and staff participating in the program covering the entire educational period. The general liability coverage shall continuously remain in effect at all times that this Agreement is in effect. Proof of insurance to be provided upon execution of this Agreement and from time to time upon request of the School.
4. Imaging Center shall provide immediate notice to School of any material change in any of the insurance coverages requested to be carried pursuant to this Agreement. Insurance coverage(s) provided under this Agreement shall not limit or restrict in any way liability arising under or in connection with this Agreement. The School agrees to indemnify and hold harmless the Imaging Center, its affiliates, subsidiaries, and parent and their directors, trustees, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of the School's Students, faculty members, employees, servants, trustees, officers, directors, or agents. The Imaging Center agrees to indemnify and hold harmless the School and its trustees, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defenses thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of the Imaging Center's employees or agents in connection with their duties at the Imaging Center. Each party agrees that it shall give

the other party prompt notice of any claim, threatened or made, or suit instituted against it which could result in a claim for indemnification above; provided however, that delay in giving or failure to give such notice shall not be a waiver of the party's right to indemnification from the other, unless such delay or failure materially prejudices the indemnifying party in its defense of such claim.

#### F. TERMINATION

1. Either Party may terminate this Agreement by providing at least one hundred and eighty (180) days prior written notice to the other Party. This paragraph shall not apply if this Agreement is cancelled by mutual consent of the Parties. This termination shall not take effect with respect to Students already enrolled in the Program until such Students shall have completed their clinical experience.
2. Either Party shall have the right to immediately terminate the Agreement if the other Party has breached terms, covenants or conditions of the Agreement in any substantial manner and fails to cure within thirty (30) days of notice. This Agreement may also be terminated immediately and without notice by either Party upon revocation of any required accreditation, license or registration, or the notice or threat thereof by the Department of Health or any other applicable federal, state, local agency or course of competent jurisdiction, which prohibits or adversely affects in whole or in part the performance of the Agreement by the parties hereto.
3. Either Party shall have the right to terminate this Agreement for "cause." In general, "cause" is any material and substantial violation of this Agreement by either of the Parties. If either Party desires to terminate this Agreement for cause, such Party shall give written notice of default to the other Party of the specific grounds for termination. The Party receiving any such written notice shall have thirty (30) days to cure the default stated in said notice. If the Party receiving notice of termination fails to cure the default within thirty (30) days, the Party who gave the original notice shall, thereafter, have the right to terminate this Agreement by giving written notice of termination to the defaulting Party in which event this Agreement shall terminate as of the giving of such notice of termination.
4. Either Party also may terminate this Agreement by giving thirty (30) days prior written notice to the other Party in the event that the other Party becomes an "Ineligible Entity," and requires the immediate removal of any Student who has become an "Ineligible Person" where that term is defined as follows:

An "Ineligible Entity" or and "Ineligible person means an entity or person that:

- i. is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in the Federal procurement or nonprocurement programs; or
- ii. Has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. §1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible."

5. Termination for Lack of Legal Compliance. This Agreement is intended to comply with all Federal and state Laws, rules and regulations. Either Party may terminate this Agreement at any time upon thirty (30) days written notice to the other if any modification or interpretation of any Federal, state or local government law, regulation, or policy impairs in any substantial manner the continuing legal validity and/or effectiveness of any material provision of this Agreement, or places the tax- exempt status of either Party or any of its component parts at risk. Prior to the end of such notice period, the Parties shall use their best efforts to agree on a modification of this Agreement that, in the opinion of the Parties and their respective legal counsel, satisfactorily

addresses and removes the impairment. This Agreement shall continue in full force and effect if, prior to the end of such notice period, the parties agree on such a modification of this Agreement; otherwise this Agreement shall terminate as set forth herein.

6. Involuntary Termination. This Agreement shall be terminated immediately in the event that either Party loses its license, accreditation, or certification.

G. MISCELLANEOUS

1. In accordance with Federal Law, the parties do not discriminate on the basis of sex, sexual orientation, race, color, creed, marital status, national and ethnic origin, age, or any other protected characteristic (subject to local, State and Federal requirements) in the administration of their program and policies and are equal opportunity employers.
2. Security and Privacy. The Parties acknowledge that Imaging Center is a covered entity as defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). To the extent that the Students and Faculty have access to protected health information by virtue of their participation in the clinical placement program at Imaging Center, the Parties agree that said Students and Faculty are deemed to be part of Imaging Center's workforce for **HIPAA** compliance purposes and subject to the Imaging Center's policies and procedures governing the use and disclosure of protected health information, as defined in **HIPAA**, by School and School's staff. Students will be required to sign a "Student/Intern/Agency/temporary" Staff confidentiality agreement. The Parties agree that the sponsorship of a clinical placement program as contemplated by this affiliation agreement does not constitute a business associate agreement under **HIPAA**.
3. Confidentiality.
  - a. Both School and Imaging Center 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 medical record policies and guidelines established and approved by Imaging Center, which shall be made available to Students.
  - b. The Parties recognize that from time to time, either of them and/or their respective employees and agents, and Students, may learn or come into contact with confidential patient or proprietary information of the other Party (hereinafter, "Confidential Information"). Each Party agrees and acknowledges that it, Faculty and Students shall, except to the extent that disclosure of the information is required by law, not disclose the Confidential Information and, further:
    - i. Take all reasonable steps to hold Confidential Information in confidence
    - ii. Instruct its employees and agents, and Students to exercise the highest degree of care to preserve from disclosure the Confidential Information, and not to copy or otherwise duplicate same for any Purpose, without the other Party's prior written permission;
    - iii. Give at least five business days prior written notice to the other Party before making any disclosure of the Confidential Information purportedly required by law.

- c. Excluded from "Confidential Information" shall be any information or data which (i) the other Party was lawfully in possession of prior to the negotiation and execution of this Agreement; (ii) is lawfully acquired by the other Party in a manner not resulting from, or from a source not derived from or related to, the negotiation, execution, or performance of this Agreement; or (iii) becomes part of the public domain in any manner other than the unlawful publication thereof by the other Party.
  - d. Upon the termination of the Agreement for any reason (including, but not limited to, the expiration of the stated term hereof), each Party shall promptly return to the other Party or destroy, with confirmation to the other Party of satisfactory evidence of such destruction, all records, documents, and other materials containing information or data which shall be proprietary to the other Party, unless such destruction is impracticable.
4. No Employment Relationship. It is not intended that an employer/employee, joint venture, or partnership agreement be established, hereby expressly or by implication, between Imaging Center and School.

Neither Imaging Center nor 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 Imaging Center or School, nor shall it in any way alter the control of the management, operation, and affairs of either Imaging Center or School; it being the intent of this Agreement that Imaging Center and School shall maintain separate and independent management, and each has full, unrestricted authority and responsibility regarding its organization and structure.

5. Notices. All notices which either Party is required or may desire to give to the other under or in conjunction with this Agreement shall be in writing and shall be given by addressing the same to such other party at the address set forth below, and by depositing the same addressed, certified mail, postage prepaid, return receipt requested, or by overnight mail or by reputable courier service, or by delivering the same personally to such other party:

As to Imaging Center:

Attention: Legal Department  
Email:

As to School:  
Cheryl Cashell, MS, RT. (R)(M)(QM)  
Hudson County Community College  
Director, Radiography Program  
Hudson County Community College  
870 Bergen Avenue- 2nd floor  
Jersey City, NJ 07306

- 
6. It is the intent and understanding of the Parties to this Agreement that each and every provision required by Law be inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through a mistake or otherwise, any such provision is not inserted or is not inserted in correct form then this Agreement shall forthwith upon the application by either Party be amended by such insertion so as to comply strictly with the law, without

prejudice to the rights of either Party; provided however, that if the insertion of such provision is contrary to the underlying intent of the Parties, then either Party may terminate immediately on written notice to the other.

7. Advertising. No Party shall use the other's name or logo in any descriptive or promotional literature, newspaper, news release or communication of any kind without the other's prior written approval.
8. No Fee. It is agreed and understood that Imaging Center and School as a public service enter into this Agreement. Accordingly, there will be not charge or fee by either party to the other.
9. In the event any term or provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the state legislature, or by any regulation duly promulgated by offices of the United States of the State of New Jersey acting in accordance with law, or declared null and void by any court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect.
10. Waiver. Failure by either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provisions nor of the right of that Party to enforce each and every provision.
11. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable.
12. Entire Agreement. Both Parties agree that this Agreement represents the entire understanding of the Parties with respect to the subject matter covered and supersedes and nullifies any previous agreements regarding the subject matter covered between the Parties.
13. Amendments. Any additional responsibilities, obligations, or duties undertaken by either party in connection with the performance of this Agreement shall be detailed in writing, must be signed by authorized representatives of both Parties, and attached as an addendum to this Agreement.
14. Captions. The captions to the sections in this Agreement are included for convenience only and are not intended to and shall not be deemed to modify or explain any of the terms of this Agreement.
15. Recitals. The recitals set forth at the beginning of this Agreement are incorporated into this Agreement as though repeated at length herein.
16. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey without regard to New Jersey's conflict of laws principles.
17. Assignment. The Parties recognize that this Agreement is based upon the skill and expertise of the Parties and therefore agree that the Agreement and obligations thereunder may not be assigned or delegated without the written consent of the other party, which shall not be unreasonably withheld, except as expressly allowed by this Agreement.
18. Authority. The persons signing below on behalf of the Parties warrant that they have the authority

to execute this Agreement according to its terms on behalf of Imaging Center and School.

19. Successors. All of the agreements, obligations, terms, provisions and conditions herein shall apply to and bind to the benefit of the heirs, administrators, executors, legal representatives, trustees and successors of the Parties hereto.
20. Non-Exclusive. This Agreement is not exclusive. Each party shall have the right to enter into agreements with other facilities relating to matters covered by this Agreement.
21. Venue. To the extent any litigation should be brought or arise out of, in connection with, or by reason of this Agreement, the parties agree that such controversy shall be submitted to a court of competent jurisdiction in Hudson County, New Jersey, and each party consents to the jurisdiction and venue of such court. This section shall survive termination or expiration of this Agreement.

Agreed to as of the date set forth above.

HUDSON COUNTY COMMUNITY COLLEGE

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

Jersey City Medical Center  
Human Resources Director  
Tara Reid

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

HUDSON COUNTY COMMUNITY COLLEGE  
AND THE NEW JERSEY IMAGING NETWORK  
AFFILIATION AGREEMENT

This agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ between New Jersey Imaging Partners, Inc., (the "Imaging Center") **located at 307 60th Street., West New York, New Jersey 07093** and Hudson County Community College, (the "School") for the provision of clinical experience for Students ("Students") enrolled at School.

**A. TERM**

This Agreement covers the period from July 28, 2025 to July 27, 2027, and may, unless earlier terminated by either Party, be renewed thereafter upon the execution of a new agreement or written amendment to this Agreement. Each Party will undertake an annual review of this Agreement.

**B. SCHOOL RESPONSIBILITIES**

1. The School will assume the responsibility for planning, directing and implementing the educational Program of the Students, including clinical assignments and the general supervision and instruction of the educational Program, (the "Program").
2. The School will respect the autonomy of the Imaging Center to set its own program as a service delivery system.
3. A Program Faculty member will be assigned and will communicate the objectives of the clinical experience and the responsibilities of the Students directly to the appropriate Imaging Center liaison and/or clinical personnel.
4. The School will work cooperatively with the Imaging Center Staff in selecting and assigning clinical experiences to Students.
5. School Faculty ("Faculty") and Students will observe the rules, regulations, policies and procedures in effect at the Imaging Center.
6. The School will provide the Imaging Center with the names, days and times for the Students' clinical rotation at least one week prior to the beginning of the clinical rotation.
7. The School will provide an in-service training session at a mutually agreed upon day and time for Imaging Center staff to outline the clinical competency aspects of the Program.
8. The School will work with the Imaging Center to assign staff sonographers/radiographers as clinical instructors and provide necessary continuing education for Imaging Center staff on mutually agreed upon days and times.
9. All Faculty and Students will be made aware that all patient information including patient medical records are to be kept strictly confidential.

10. School assures that all Faculty and Students participating in any clinical activities at Imaging Center will be covered by general liability insurance coverage in the amounts of one million dollars (\$1,000,000) per occurrence and three million (\$3,000,000) million dollars in the aggregate, as well as malpractice insurance as required in Section E. below, and that proof of such insurance will be carried by each Student and Faculty member, with copies of the applicable Certificates of insurance provided to Imaging Center.
11. Prior to beginning the clinical experience, Faculty and Students will meet the following health requirements:
  - a. P.P.D. Intermediate Skin Test (within the last year) except for those Students who have received BCG.
  - b. Chest X-ray for those with a positive P.P.D. or at the option of the examining physician and documentation of evaluation by a physician on an annual basis. Or T-spot/or Quantiferon Gold Test. If negative it is ok. If positive, a chest x- ray is required.
  - c. Rubella: Must have documentation of having received live vaccine on or after their first birthday or laboratory evidence of immunity. Adults born before 1957, except women who can become pregnant, can be considered immune.

#### **C. IMAGING CENTER RESPONSIBILITIES**

1. Imaging Center will designate a liaison to coordinate with Faculty.
2. Imaging Center will remain ultimately responsible for patient care at Imaging Center.
3. Imaging Center will cooperate with Faculty in planning for the clinical experience and evaluating it in order to provide Students with the maximum opportunities to develop diagnostic medical imaging skills and enhance professional growth.
4. Imaging Center will assume responsibility for the continuity of care of all patients assigned to the Students and will allow use of its facilities for direct contact and care of patients during their clinical rotation period.
5. Imaging Center will provide the Program with copies of the Imaging Center's policies and procedures and will advise the Program of policy and/or service charges which may have an impact on Student education.
6. In case of accident or illness incurred by Students while they are engaged in a clinical experience at the Imaging Center, the School shall be notified immediately. The Imaging Center may provide for emergency care within its clinical capabilities or shall otherwise arrange for emergency care to be provided.
7. An orientation will be provided by Imaging Center for Faculty and Students prior to commencement of the clinical experience.
8. Imaging Center will observe the Program's calendar with respect to school holidays, school closures, and vacation periods, so long as Imaging Center is provided reasonable notice of such days.

9. School will be advised of possible Student/Faculty exposure to contagious diseases that become known following the clinical experience.
10. Imaging Center will provide space for Student record maintenance, including JCERT required program documentation.
11. Imaging Center will provide parking and access to the staff lounge and locker facilities for Students and Faculty.
12. Forms required by the appropriate professional accrediting association(s) will be completed and exchanged between the parties as necessary, and such information as is reasonably requested by either party for such purpose will be supplied by the other.
13. Imaging Center will provide information and/or reports which may be needed by the School for compliance with accreditation.
14. Imaging Center will notify the School immediately in the event of any emergency or problem which may threaten the Student's successful completion of the clinical education program.
15. Imaging Center will provide release time to staff radiographers designated as clinical instructors, as requested.
16. Imaging Center shall provide adequate staffing at the Imaging Center so that Students are never used as Imaging Center staff replacements.

**D. MUTUAL RESPONSIBILITIES**

1. A schedule of hours and days for clinical experience and number of Students will be mutually agreed upon in writing by the School and the Imaging Center at least one week before the beginning of each semester.
2. Either Party may withdraw any Students whose performance does not comply with School's standards, or fails to comply with the policies, standards, and procedures of Imaging Center. Prior to requesting withdrawal of a Student, an Imaging Center representative will meet with a Faculty member to see if performance issues can be addressed by corrective action other than withdrawal. However, Imaging Center shall maintain the right to withdraw Students. Imaging Center shall be responsible for its decision to withdraw a Student.
- 3.
4. The Parties will ensure that any services provided pursuant to this Agreement comply with all pertinent provisions of Federal, State and Local statutes, rules and regulations.
5. In addition to paragraph B 2, supra, Imaging Center retains the right to have a Student or Faculty excluded from Imaging Center. Imaging Center maintains the right to immediately remove a Student from Imaging Center if a Student's behavior is unsafe, disruptive, detrimental to patient care, or violate of existing rules and regulations of Imaging Center in such matters as procedures, policies, conduct, manner of dress, patient contact, and in such other respects as Imaging Center may require to prevent interference with its proper operation. Imaging Center will use its best efforts to meet with a Faculty member to see if performance issues can be addressed by corrective action prior to removing a Student from Imaging Center. Imaging Center shall be responsible for its decision to exclude a Student or Faculty from Imaging Center, or to remove a Student from

Imaging Center.

6. The Imaging Center and School will not discriminate against any employee, applicant, Faculty or Student enrolled in their respective programs because of age, handicap, color, national origin, race, religion, sex, sexual orientation, veteran status, marital status, any other characteristic protected by law. Both parties are equal opportunity employers.
7. Both parties shall inform one another of the following: changes in academic curriculum, changes in the availability of learning opportunities, and staff changes affecting either academic preparation or clinical teaching of Students. In the event that such changes will affect the number of Students accepted in any one time period, the Imaging Center will make every effort to inform the School of such changes at least one week in advance of that time period.

#### **E. INSURANCE**

1. School will require each Faculty member and Student to provide proof that the Faculty member and Student is covered by a policy of professional liability and malpractice insurance, with single limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate per year.
2. School shall provide Workmen's Compensation and disability Insurance coverage for all its employees and Students if applicable, pursuant to the laws of the State of New Jersey.
3. The Imaging Center warrants that it will ensure that its employees and staff performing under this Agreement carry professional liability insurance, with single limits of at least \$1,000,000.00 per occurrence, \$3,000,000.00 in the annual aggregate, to protect itself and its participating employee and staff members, from the consequences of bodily injury arising out of negligence, malpractice, error, or mistake in the rendering or failure to render of any professional service by said employee or staff members, with respect to this educational clinical experience program in the Imaging Center. Such professional liability insurance shall be either the type commonly known as "occurrence" or the type commonly known as "claims made plus tail." If it is "claims made plus tail," the tail shall be for a period of time acceptable to School. Imaging Center shall obtain commercial general liability insurance with coverage not less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate for employees and staff participating in the program covering the entire educational period. The general liability coverage shall continuously remain in effect at all times that this Agreement is in effect. Proof of insurance to be provided upon execution of this Agreement and from time to time upon request of the School.
4. Imaging Center shall provide immediate notice to School of any material change in any of the insurance coverages requested to be carried pursuant to this Agreement. Insurance coverage(s) provided under this Agreement shall not limit or restrict in any way liability arising under or in connection with this Agreement. The School agrees to indemnify and hold harmless the Imaging Center, its affiliates, subsidiaries, and parent and their directors, trustees, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of the School's Students, faculty members, employees, servants, trustees, officers, directors, or agents. The Imaging Center agrees to indemnify and hold harmless the School and its trustees, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees

and expenses incurred in the defenses thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of the Imaging Center's employees or agents in connection with their duties at the Imaging Center. Each party agrees that it shall give the other party prompt notice of any claim, threatened or made, or suit instituted against it which could result in a claim for indemnification above; provided however, that delay in giving or failure to give such notice shall not be a waiver of the party's right to indemnification from the other, unless such delay or failure materially prejudices the indemnifying party in its defense of such claim.

## **F. TERMINATION**

1. Either Party may terminate this Agreement by providing at least one hundred and eighty (180) days prior written notice to the other Party. This paragraph shall not apply if this Agreement is cancelled by mutual consent of the Parties. This termination shall not take effect with respect to Students already enrolled in the Program until such Students shall have completed their clinical experience.
2. Either Party shall have the right to immediately terminate the Agreement if the other Party has breached terms, covenants or conditions of the Agreement in any substantial manner and fails to cure within thirty (30) days of notice. This Agreement may also be terminated immediately and without notice by either Party upon revocation of any required accreditation, license or registration, or the notice or threat thereof by the Department of Health or any other applicable federal, state, local agency or course of competent jurisdiction, which prohibits or adversely affects in whole or in part the performance of the Agreement by the parties hereto.
3. Either Party shall have the right to terminate this Agreement for "cause." In general, "cause" is any material and substantial violation of this Agreement by either of the Parties. If either Party desires to terminate this Agreement for cause, such Party shall give written notice of default to the other Party of the specific grounds for termination. The Party receiving any such written notice shall have thirty (30) days to cure the default stated in said notice. If the Party receiving notice of termination fails to cure the default within thirty (30) days, the Party who gave the original notice shall, thereafter, have the right to terminate this Agreement by giving written notice of termination to the defaulting Party in which event this Agreement shall terminate as of the giving of such notice of termination.
4. Either Party also may terminate this Agreement by giving thirty (30) days prior written notice to the other Party in the event that the other Party becomes an "Ineligible Entity," and requires the immediate removal of any Student who has become an "Ineligible Person" where that term is defined as follows:

An "Ineligible Entity" or and "Ineligible person means an entity or person that:

- i. is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in the Federal procurement or nonprocurement programs; or
- ii. Has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. §1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible."

5. Termination for Lack of Legal Compliance. This Agreement is intended to comply with all Federal and state Laws, rules and regulations. Either Party may terminate this Agreement at any time upon thirty (30) days written notice to the other if any modification or interpretation of any Federal, state or local government law, regulation, or policy impairs in any substantial manner the

continuing legal validity and/or effectiveness of any material provision of this Agreement, or places the tax- exempt status of either Party or any of its component parts at risk. Prior to the end of such notice period, the Parties shall use their best efforts to agree on a modification of this Agreement that, in the opinion of the Parties and their respective legal counsel, satisfactorily addresses and removes the impairment. This Agreement shall continue in full force and effect if, prior to the end of such notice period, the parties agree on such a modification of this Agreement; otherwise this Agreement shall terminate as set forth herein.

6. Involuntary Termination. This Agreement shall be terminated immediately in the event that either Party loses its license, accreditation, or certification.

## **G. MISCELLANEOUS**

1. In accordance with Federal Law, the parties do not discriminate on the basis of sex, sexual orientation, race, color, creed, marital status, national and ethnic origin, age, or any other protected characteristic (subject to local, State and Federal requirements) in the administration of their program and policies and are equal opportunity employers.
2. Security and Privacy. The Parties acknowledge that Imaging Center is a covered entity as defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). To the extent that the Students and Faculty have access to protected health information by virtue of their participation in the clinical placement program at Imaging Center, the Parties agree that said Students and Faculty are deemed to be part of Imaging Center's workforce for HIPAA compliance purposes and subject to the Imaging Center's policies and procedures governing the use and disclosure of protected health information, as defined in HIPAA, by School and School's staff. Students will be required to sign a "Student/Intern/Agency/Temporary Staff" confidentiality agreement. The Parties agree that the sponsorship of a clinical placement program as contemplated by this affiliation agreement does not constitute a business associate agreement under HIPAA.
3. Confidentiality.
  - a. Both School and Imaging Center 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 medical record policies and guidelines established and approved by Imaging Center, which shall be made available to Students.
  - b. The Parties recognize that from time to time, either of them and/or their respective employees and agents, and Students, may learn or come into contact with confidential patient or proprietary information of the other Party (hereinafter, "Confidential Information"). Each Party agrees and acknowledges that it, Faculty and Students shall, except to the extent that disclosure of the information is required by law, not disclose the Confidential Information and, further:
    - i. Take all reasonable steps to hold Confidential Information in confidence
    - ii. Instruct its employees and agents, and Students to exercise the highest degree of care to preserve from disclosure the Confidential Information, and not to copy or otherwise duplicate same for any Purpose, without the other Party's prior written permission;

- iii. Give at least five business days prior written notice to the other Party before making any disclosure of the Confidential Information purportedly required by law.
  - c. Excluded from "Confidential Information" shall be any information or data which (i) the other Party was lawfully in possession of prior to the negotiation and execution of this Agreement; (ii) is lawfully acquired by the other Party in a manner not resulting from, or from a source not derived from or related to, the negotiation, execution, or performance of this Agreement; or (iii) becomes part of the public domain in any manner other than the unlawful publication thereof by the other Party.
  - d. Upon the termination of the Agreement for any reason (including, but not limited to, the expiration of the stated term hereof), each Party shall promptly return to the other Party or destroy, with confirmation to the other Party of satisfactory evidence of such destruction, all records, documents, and other materials containing information or data which shall be proprietary to the other Party, unless such destruction is impracticable.
4. No Employment Relationship. It is not intended that an employer/employee, joint venture, or partnership agreement be established, hereby expressly or by implication, between Imaging Center and School.

Neither Imaging Center nor 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 Imaging Center or School, nor shall it in any way alter the control of the management, operation, and affairs of either Imaging Center or School; it being the intent of this Agreement that Imaging Center and School shall maintain separate and independent management, and each has full, unrestricted authority and responsibility regarding its organization and structure.

5. Notices. All notices which either Party is required or may desire to give to the other under or in conjunction with this Agreement shall be in writing and shall be given by addressing the same to such other party at the address set forth below, and by depositing the same addressed, certified mail, postage prepaid, return receipt requested, or by overnight mail or by reputable courier service, or be delivering the same personally to such other party:

As to Imaging Center:  
New Jersey Imaging Partners, Inc.  
1510 Cotner Avenue  
Los Angeles, CA 90025  
Attention: Legal Department  
Email: LegalDepartment@radnet.com

As to School:  
Cheryl Cashell, MS, R.T. (R)(M)(QM)  
Hudson County Community College  
Director, Radiography Program  
Hudson County Community College  
870 Bergen Avenue- 2nd floor  
Jersey City, NJ 07306

- 
6. It is the intent and understanding of the Parties to this Agreement that each and every provision

required by Law be inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through a mistake or otherwise, any such provision is not inserted or is not inserted in correct form then this Agreement shall forthwith upon the application by either Party be amended by such insertion so as to comply strictly with the law, without prejudice to the rights of either Party; provided however, that if the insertion of such provision is contrary to the underlying intent of the Parties, then either Party may terminate immediately on written notice to the other.

7. Advertising. No Party shall use the other's name or logo in any descriptive or promotional literature, newspaper, news release or communication of any kind without the other's prior written approval.
8. No Fee. It is agreed and understood that Imaging Center and School as a public service enter into this Agreement. Accordingly, there will be not charge or fee by either party to the other.
9. In the event any term or provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the state legislature, or by any regulation duly promulgated by offices of the United States of the State of New Jersey acting in accordance with law, or declared null and void by any court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect.
10. Waiver. Failure by either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provisions nor of the right of that Party to enforce each and every provision.
11. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable.
12. Entire Agreement. Both Parties agree that this Agreement represents the entire understanding of the Parties with respect to the subject matter covered and supersedes and nullifies any previous agreements regarding the subject matter covered between the Parties.
13. Amendments. Any additional responsibilities, obligations, or duties undertaken by either party in connection with the performance of this Agreement shall be detailed in writing, must be signed by authorized representatives of both Parties, and attached as an addendum to this Agreement.
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15. Recitals. The recitals set forth at the beginning of this Agreement are incorporated into this Agreement as though repeated at length herein.
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assigned or delegated without the written consent of the other party, which shall not be unreasonably withheld, except as expressly allowed by this Agreement.

18. Authority. The persons signing below on behalf of the Parties warrant that they have the authority to execute this Agreement according to its terms on behalf of Imaging Center and School.
19. Successors. All of the agreements, obligations, terms, provisions and conditions herein shall apply to and bind to the benefit of the heirs, administrators, executors, legal representatives, trustees and successors of the Parties hereto.
20. Non-Exclusive. This Agreement is not exclusive. Each party shall have the right to enter into agreements with other facilities relating to matters covered by this Agreement.
21. Venue. To the extent any litigation should be brought or arise out of, in connection with, or by reason of this Agreement, the parties agree that such controversy shall be submitted to a court of competent jurisdiction in Hudson County, New Jersey, and each party consents to the jurisdiction and venue of such court. This section shall survive termination or expiration of this Agreement.

Agreed to as of the date set forth above.

HUDSON COUNTY COMMUNITY COLLEGE

By: \_\_\_\_\_  
Christopher M. Reber, Ph.D.

New Jersey Imaging Partners, Inc.

By: \_\_\_\_\_  
Peter Sulovski

HUDSON COUNTY COMMUNITY COLLEGE  
AND THE NEW JERSEY IMAGING NETWORK  
AFFILIATION AGREEMENT

This agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ between New Jersey Imaging Partners, Inc., (the "Imaging Center") **located at 3196 John F. Kennedy Blvd., Union City, NJ 07087** and Hudson County Community College, (the "School") for the provision of clinical experience for Students ("Students") enrolled at School.

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This Agreement covers the period from July 28, 2025 to July 27, 2027, and may, unless earlier terminated by either Party, be renewed thereafter upon the execution of a new agreement or written amendment to this Agreement. Each Party will undertake an annual review of this Agreement.

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2. The School will respect the autonomy of the Imaging Center to set its own program as a service delivery system.
3. A Program Faculty member will be assigned and will communicate the objectives of the clinical experience and the responsibilities of the Students directly to the appropriate Imaging Center liaison and/or clinical personnel.
4. The School will work cooperatively with the Imaging Center Staff in selecting and assigning clinical experiences to Students.
5. School Faculty ("Faculty") and Students will observe the rules, regulations, policies and procedures in effect at the Imaging Center.
6. The School will provide the Imaging Center with the names, days and times for the Students' clinical rotation at least one week prior to the beginning of the clinical rotation.
7. The School will provide an in-service training session at a mutually agreed upon day and time for Imaging Center staff to outline the clinical competency aspects of the Program.
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11. Prior to beginning the clinical experience, Faculty and Students will meet the following health requirements:
  - a. P.P.D. Intermediate Skin Test (within the last year) except for those Students who have received BCG.
  - b. Chest X-ray for those with a positive P.P.D. or at the option of the examining physician and documentation of evaluation by a physician on an annual basis. Or T-spot/or Quantiferon Gold Test. If negative it is ok. If positive, a chest x- ray is required.
  - c. Rubella: Must have documentation of having received live vaccine on or after their first birthday or laboratory evidence of immunity. Adults born before 1957, except women who can become pregnant, can be considered immune.

#### **C. IMAGING CENTER RESPONSIBILITIES**

1. Imaging Center will designate a liaison to coordinate with Faculty.
2. Imaging Center will remain ultimately responsible for patient care at Imaging Center.
3. Imaging Center will cooperate with Faculty in planning for the clinical experience and evaluating it in order to provide Students with the maximum opportunities to develop diagnostic medical imaging skills and enhance professional growth.
4. Imaging Center will assume responsibility for the continuity of care of all patients assigned to the Students and will allow use of its facilities for direct contact and care of patients during their clinical rotation period.
5. Imaging Center will provide the Program with copies of the Imaging Center's policies and procedures and will advise the Program of policy and/or service charges which may have an impact on Student education.
6. In case of accident or illness incurred by Students while they are engaged in a clinical experience at the Imaging Center, the School shall be notified immediately. The Imaging Center may provide for emergency care within its clinical capabilities or shall otherwise arrange for emergency care to be provided.
7. An orientation will be provided by Imaging Center for Faculty and Students prior to commencement of the clinical experience.
8. Imaging Center will observe the Program's calendar with respect to school holidays, school closures, and vacation periods, so long as Imaging Center is provided reasonable notice of such days.

9. School will be advised of possible Student/Faculty exposure to contagious diseases that become known following the clinical experience.
10. Imaging Center will provide space for Student record maintenance, including JCERT required program documentation.
11. Imaging Center will provide parking and access to the staff lounge and locker facilities for Students and Faculty.
12. Forms required by the appropriate professional accrediting association(s) will be completed and exchanged between the parties as necessary, and such information as is reasonably requested by either party for such purpose will be supplied by the other.
13. Imaging Center will provide information and/or reports which may be needed by the School for compliance with accreditation.
14. Imaging Center will notify the School immediately in the event of any emergency or problem which may threaten the Student's successful completion of the clinical education program.
15. Imaging Center will provide release time to staff radiographers designated as clinical instructors, as requested.
16. Imaging Center shall provide adequate staffing at the Imaging Center so that Students are never used as Imaging Center staff replacements.

**D. MUTUAL RESPONSIBILITIES**

1. A schedule of hours and days for clinical experience and number of Students will be mutually agreed upon in writing by the School and the Imaging Center at least one week before the beginning of each semester.
2. Either Party may withdraw any Students whose performance does not comply with School's standards, or fails to comply with the policies, standards, and procedures of Imaging Center. Prior to requesting withdrawal of a Student, an Imaging Center representative will meet with a Faculty member to see if performance issues can be addressed by corrective action other than withdrawal. However, Imaging Center shall maintain the right to withdraw Students. Imaging Center shall be responsible for its decision to withdraw a Student.
3. The Parties will ensure that any services provided pursuant to this Agreement comply with all pertinent provisions of Federal, State and Local statutes, rules and regulations.
4. In addition to paragraph B 2, supra, Imaging Center retains the right to have a Student or Faculty excluded from Imaging Center. Imaging Center maintains the right to immediately remove a Student from Imaging Center if a Student's behavior is unsafe, disruptive, detrimental to patient care, or violate of existing rules and regulations of Imaging Center in such matters as procedures, policies, conduct, manner of dress, patient contact, and in such other respects as Imaging Center may require to prevent interference with its proper operation. Imaging Center will use its best efforts to meet with a Faculty member to see if performance issues can be addressed by corrective action prior to removing a Student from Imaging Center. Imaging Center shall be responsible for its decision to exclude a Student or Faculty from Imaging Center, or to remove a Student from

Imaging Center.

5. The Imaging Center and School will not discriminate against any employee, applicant, Faculty or Student enrolled in their respective programs because of age, handicap, color, national origin, race, religion, sex, sexual orientation, veteran status, marital status, any other characteristic protected by law. Both parties are equal opportunity employers.
6. Both parties shall inform one another of the following: changes in academic curriculum, changes in the availability of learning opportunities, and staff changes affecting either academic preparation or clinical teaching of Students. In the event that such changes will affect the number of Students accepted in any one time period, the Imaging Center will make every effort to inform the School of such changes at least one week in advance of that time period.

#### **E. INSURANCE**

1. School will require each Faculty member and Student to provide proof that the Faculty member and Student is covered by a policy of professional liability and malpractice insurance, with single limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate per year.
2. School shall provide Workmen's Compensation and disability Insurance coverage for all its employees and Students if applicable, pursuant to the laws of the State of New Jersey.
3. The Imaging Center warrants that it will ensure that its employees and staff performing under this Agreement carry professional liability insurance, with single limits of at least \$1,000,000.00 per occurrence, \$3,000,000.00 in the annual aggregate, to protect itself and its participating employee and staff members, from the consequences of bodily injury arising out of negligence, malpractice, error, or mistake in the rendering or failure to render of any professional service by said employee or staff members, with respect to this educational clinical experience program in the Imaging Center. Such professional liability insurance shall be either the type commonly known as "occurrence" or the type commonly known as "claims made plus tail." If it is "claims made plus tail," the tail shall be for a period of time acceptable to School. Imaging Center shall obtain commercial general liability insurance with coverage not less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate for employees and staff participating in the program covering the entire educational period. The general liability coverage shall continuously remain in effect at all times that this Agreement is in effect. Proof of insurance to be provided upon execution of this Agreement and from time to time upon request of the School.
4. Imaging Center shall provide immediate notice to School of any material change in any of the insurance coverages requested to be carried pursuant to this Agreement. Insurance coverage(s) provided under this Agreement shall not limit or restrict in any way liability arising under or in connection with this Agreement. The School agrees to indemnify and hold harmless the Imaging Center, its affiliates, subsidiaries, and parent and their directors, trustees, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of the School's Students, faculty members, employees, servants, trustees, officers, directors, or agents. The Imaging Center agrees to indemnify and hold harmless the School and its trustees, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees

and expenses incurred in the defenses thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of the Imaging Center's employees or agents in connection with their duties at the Imaging Center. Each party agrees that it shall give the other party prompt notice of any claim, threatened or made, or suit instituted against it which could result in a claim for indemnification above; provided however, that delay in giving or failure to give such notice shall not be a waiver of the party's right to indemnification from the other, unless such delay or failure materially prejudices the indemnifying party in its defense of such claim.

## **F. TERMINATION**

1. Either Party may terminate this Agreement by providing at least one hundred and eighty (180) days prior written notice to the other Party. This paragraph shall not apply if this Agreement is cancelled by mutual consent of the Parties. This termination shall not take effect with respect to Students already enrolled in the Program until such Students shall have completed their clinical experience.
2. Either Party shall have the right to immediately terminate the Agreement if the other Party has breached terms, covenants or conditions of the Agreement in any substantial manner and fails to cure within thirty (30) days of notice. This Agreement may also be terminated immediately and without notice by either Party upon revocation of any required accreditation, license or registration, or the notice or threat thereof by the Department of Health or any other applicable federal, state, local agency or course of competent jurisdiction, which prohibits or adversely affects in whole or in part the performance of the Agreement by the parties hereto.
3. Either Party shall have the right to terminate this Agreement for "cause." In general, "cause" is any material and substantial violation of this Agreement by either of the Parties. If either Party desires to terminate this Agreement for cause, such Party shall give written notice of default to the other Party of the specific grounds for termination. The Party receiving any such written notice shall have thirty (30) days to cure the default stated in said notice. If the Party receiving notice of termination fails to cure the default within thirty (30) days, the Party who gave the original notice shall, thereafter, have the right to terminate this Agreement by giving written notice of termination to the defaulting Party in which event this Agreement shall terminate as of the giving of such notice of termination.
4. Either Party also may terminate this Agreement by giving thirty (30) days prior written notice to the other Party in the event that the other Party becomes an "Ineligible Entity," and requires the immediate removal of any Student who has become an "Ineligible Person" where that term is defined as follows:

An "Ineligible Entity" or and "Ineligible person means an entity or person that:

- i. is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in the Federal procurement or nonprocurement programs; or
- ii. Has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. §1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible."

5. Termination for Lack of Legal Compliance. This Agreement is intended to comply with all Federal and state Laws, rules and regulations. Either Party may terminate this Agreement at any time upon thirty (30) days written notice to the other if any modification or interpretation of any Federal, state or local government law, regulation, or policy impairs in any substantial manner the

continuing legal validity and/or effectiveness of any material provision of this Agreement, or places the tax- exempt status of either Party or any of its component parts at risk. Prior to the end of such notice period, the Parties shall use their best efforts to agree on a modification of this Agreement that, in the opinion of the Parties and their respective legal counsel, satisfactorily addresses and removes the impairment. This Agreement shall continue in full force and effect if, prior to the end of such notice period, the parties agree on such a modification of this Agreement; otherwise this Agreement shall terminate as set forth herein.

6. Involuntary Termination. This Agreement shall be terminated immediately in the event that either Party loses its license, accreditation, or certification.

## **G. MISCELLANEOUS**

1. In accordance with Federal Law, the parties do not discriminate on the basis of sex, sexual orientation, race, color, creed, marital status, national and ethnic origin, age, or any other protected characteristic (subject to local, State and Federal requirements) in the administration of their program and policies and are equal opportunity employers.
2. Security and Privacy. The Parties acknowledge that Imaging Center is a covered entity as defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). To the extent that the Students and Faculty have access to protected health information by virtue of their participation in the clinical placement program at Imaging Center, the Parties agree that said Students and Faculty are deemed to be part of Imaging Center's workforce for HIPAA compliance purposes and subject to the Imaging Center's policies and procedures governing the use and disclosure of protected health information, as defined in HIPAA, by School and School's staff. Students will be required to sign a "Student/Intern/Agency/Temporary Staff" confidentiality agreement. The Parties agree that the sponsorship of a clinical placement program as contemplated by this affiliation agreement does not constitute a business associate agreement under HIPAA.
3. Confidentiality.
  - a. Both School and Imaging Center 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 medical record policies and guidelines established and approved by Imaging Center, which shall be made available to Students.
  - b. The Parties recognize that from time to time, either of them and/or their respective employees and agents, and Students, may learn or come into contact with confidential patient or proprietary information of the other Party (hereinafter, "Confidential Information"). Each Party agrees and acknowledges that it, Faculty and Students shall, except to the extent that disclosure of the information is required by law, not disclose the Confidential Information and, further:
    - i. Take all reasonable steps to hold Confidential Information in confidence
    - ii. Instruct its employees and agents, and Students to exercise the highest degree of care to preserve from disclosure the Confidential Information, and not to copy or otherwise duplicate same for any Purpose, without the other Party's prior written permission;

- iii. Give at least five business days prior written notice to the other Party before making any disclosure of the Confidential Information purportedly required by law.
  - c. Excluded from "Confidential Information" shall be any information or data which (i) the other Party was lawfully in possession of prior to the negotiation and execution of this Agreement; (ii) is lawfully acquired by the other Party in a manner not resulting from, or from a source not derived from or related to, the negotiation, execution, or performance of this Agreement; or (iii) becomes part of the public domain in any manner other than the unlawful publication thereof by the other Party.
  - d. Upon the termination of the Agreement for any reason (including, but not limited to, the expiration of the stated term hereof), each Party shall promptly return to the other Party or destroy, with confirmation to the other Party of satisfactory evidence of such destruction, all records, documents, and other materials containing information or data which shall be proprietary to the other Party, unless such destruction is impracticable.
4. No Employment Relationship. It is not intended that an employer/employee, joint venture, or partnership agreement be established, hereby expressly or by implication, between Imaging Center and School.

Neither Imaging Center nor 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 Imaging Center or School, nor shall it in any way alter the control of the management, operation, and affairs of either Imaging Center or School; it being the intent of this Agreement that Imaging Center and School shall maintain separate and independent management, and each has full, unrestricted authority and responsibility regarding its organization and structure.

5. Notices. All notices which either Party is required or may desire to give to the other under or in conjunction with this Agreement shall be in writing and shall be given by addressing the same to such other party at the address set forth below, and by depositing the same addressed, certified mail, postage prepaid, return receipt requested, or by overnight mail or by reputable courier service, or be delivering the same personally to such other party:

As to Imaging Center:  
New Jersey Imaging Partners, Inc.  
1510 Cotner Avenue  
Los Angeles, CA 90025  
Attention: Legal Department  
Email: LegalDepartment@radnet.com

As to School:  
Cheryl Cashell, MS, R.T. (R)(M)(QM)  
Hudson County Community College  
Director, Radiography Program  
Hudson County Community College  
870 Bergen Avenue- 2nd floor  
Jersey City, NJ 07306

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6. It is the intent and understanding of the Parties to this Agreement that each and every provision

required by Law be inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through a mistake or otherwise, any such provision is not inserted or is not inserted in correct form then this Agreement shall forthwith upon the application by either Party be amended by such insertion so as to comply strictly with the law, without prejudice to the rights of either Party; provided however, that if the insertion of such provision is contrary to the underlying intent of the Parties, then either Party may terminate immediately on written notice to the other.

7. Advertising. No Party shall use the other's name or logo in any descriptive or promotional literature, newspaper, news release or communication of any kind without the other's prior written approval.
8. No Fee. It is agreed and understood that Imaging Center and School as a public service enter into this Agreement. Accordingly, there will be not charge or fee by either party to the other.
9. In the event any term or provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the state legislature, or by any regulation duly promulgated by offices of the United States of the State of New Jersey acting in accordance with law, or declared null and void by any court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect.
10. Waiver. Failure by either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provisions nor of the right of that Party to enforce each and every provision.
11. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable.
12. Entire Agreement. Both Parties agree that this Agreement represents the entire understanding of the Parties with respect to the subject matter covered and supersedes and nullifies any previous agreements regarding the subject matter covered between the Parties.
13. Amendments. Any additional responsibilities, obligations, or duties undertaken by either party in connection with the performance of this Agreement shall be detailed in writing, must be signed by authorized representatives of both Parties, and attached as an addendum to this Agreement.
14. Captions. The captions to the sections in this Agreement are included for convenience only and are not intended to and shall not be deemed to modify or explain any of the terms of this Agreement.
15. Recitals. The recitals set forth at the beginning of this Agreement are incorporated into this Agreement as though repeated at length herein.
16. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey without regard to New Jersey's conflict of laws principles.
17. Assignment. The Parties recognize that this Agreement is based upon the skill and expertise of the Parties and therefore agree that the Agreement and obligations thereunder may not be

assigned or delegated without the written consent of the other party, which shall not be unreasonably withheld, except as expressly allowed by this Agreement.

18. Authority. The persons signing below on behalf of the Parties warrant that they have the authority to execute this Agreement according to its terms on behalf of Imaging Center and School.
19. Successors. All of the agreements, obligations, terms, provisions and conditions herein shall apply to and bind to the benefit of the heirs, administrators, executors, legal representatives, trustees and successors of the Parties hereto.
20. Non-Exclusive. This Agreement is not exclusive. Each party shall have the right to enter into agreements with other facilities relating to matters covered by this Agreement.
21. Venue. To the extent any litigation should be brought or arise out of, in connection with, or by reason of this Agreement, the parties agree that such controversy shall be submitted to a court of competent jurisdiction in Hudson County, New Jersey, and each party consents to the jurisdiction and venue of such court. This section shall survive termination or expiration of this Agreement.

Agreed to as of the date set forth above.

HUDSON COUNTY COMMUNITY COLLEGE

By: \_\_\_\_\_  
Christopher M. Reber, Ph.D.

New Jersey Imaging Partners, Inc.

By: \_\_\_\_\_  
Peter Sulovski

HUDSON COUNTY COMMUNITY COLLEGE  
AND THE NEW JERSEY IMAGING NETWORK  
AFFILIATION AGREEMENT

This agreement (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_ between New Jersey Imaging Partners, Inc., (the "Imaging Center") **located at 519 Broadway, Ste. 155, Bayonne, New Jersey 07002** and Hudson County Community College, (the "School") for the provision of clinical experience for Students ("Students") enrolled at School.

**A. TERM**

This Agreement covers the period from July 28, 2025 to July 27, 2027, and may, unless earlier terminated by either Party, be renewed thereafter upon the execution of a new agreement or written amendment to this Agreement. Each Party will undertake an annual review of this Agreement.

**B. SCHOOL RESPONSIBILITIES**

1. The School will assume the responsibility for planning, directing and implementing the educational Program of the Students, including clinical assignments and the general supervision and instruction of the educational Program, (the "Program").
2. The School will respect the autonomy of the Imaging Center to set its own program as a service delivery system.
3. A Program Faculty member will be assigned and will communicate the objectives of the clinical experience and the responsibilities of the Students directly to the appropriate Imaging Center liaison and/or clinical personnel.
4. The School will work cooperatively with the Imaging Center Staff in selecting and assigning clinical experiences to Students.
5. School Faculty ("Faculty") and Students will observe the rules, regulations, policies and procedures in effect at the Imaging Center.
6. The School will provide the Imaging Center with the names, days and times for the Students' clinical rotation at least one week prior to the beginning of the clinical rotation.
7. The School will provide an in-service training session at a mutually agreed upon day and time for Imaging Center staff to outline the clinical competency aspects of the Program.
8. The School will work with the Imaging Center to assign staff sonographers/radiographers as clinical instructors and provide necessary continuing education for Imaging Center staff on mutually agreed upon days and times.
9. All Faculty and Students will be made aware that all patient information including patient medical records are to be kept strictly confidential.

10. School assures that all Faculty and Students participating in any clinical activities at Imaging Center will be covered by general liability insurance coverage in the amounts of one million dollars (\$1,000,000) per occurrence and three million (\$3,000,000) million dollars in the aggregate, as well as malpractice insurance as required in Section E. below, and that proof of such insurance will be carried by each Student and Faculty member, with copies of the applicable Certificates of insurance provided to Imaging Center.
11. Prior to beginning the clinical experience, Faculty and Students will meet the following health requirements:
  - a. P.P.D. Intermediate Skin Test (within the last year) except for those Students who have received BCG.
  - b. Chest X-ray for those with a positive P.P.D. or at the option of the examining physician and documentation of evaluation by a physician on an annual basis. Or T-spot/or Quantiferon Gold Test. If negative it is ok. If positive, a chest x- ray is required.
  - c. Rubella: Must have documentation of having received live vaccine on or after their first birthday or laboratory evidence of immunity. Adults born before 1957, except women who can become pregnant, can be considered immune.

#### **C. IMAGING CENTER RESPONSIBILITIES**

1. Imaging Center will designate a liaison to coordinate with Faculty.
2. Imaging Center will remain ultimately responsible for patient care at Imaging Center.
3. Imaging Center will cooperate with Faculty in planning for the clinical experience and evaluating it in order to provide Students with the maximum opportunities to develop diagnostic medical imaging skills and enhance professional growth.
4. Imaging Center will assume responsibility for the continuity of care of all patients assigned to the Students and will allow use of its facilities for direct contact and care of patients during their clinical rotation period.
5. Imaging Center will provide the Program with copies of the Imaging Center's policies and procedures and will advise the Program of policy and/or service charges which may have an impact on Student education.
6. In case of accident or illness incurred by Students while they are engaged in a clinical experience at the Imaging Center, the School shall be notified immediately. The Imaging Center may provide for emergency care within its clinical capabilities or shall otherwise arrange for emergency care to be provided.
7. An orientation will be provided by Imaging Center for Faculty and Students prior to commencement of the clinical experience.
8. Imaging Center will observe the Program's calendar with respect to school holidays, school closures, and vacation periods, so long as Imaging Center is provided reasonable notice of such days.

9. School will be advised of possible Student/Faculty exposure to contagious diseases that become known following the clinical experience.
10. Imaging Center will provide space for Student record maintenance, including JCERT required program documentation.
11. Imaging Center will provide parking and access to the staff lounge and locker facilities for Students and Faculty.
12. Forms required by the appropriate professional accrediting association(s) will be completed and exchanged between the parties as necessary, and such information as is reasonably requested by either party for such purpose will be supplied by the other.
13. Imaging Center will provide information and/or reports which may be needed by the School for compliance with accreditation.
14. Imaging Center will notify the School immediately in the event of any emergency or problem which may threaten the Student's successful completion of the clinical education program.
15. Imaging Center will provide release time to staff radiographers designated as clinical instructors, as requested.
16. Imaging Center shall provide adequate staffing at the Imaging Center so that Students are never used as Imaging Center staff replacements.

**D. MUTUAL RESPONSIBILITIES**

1. A schedule of hours and days for clinical experience and number of Students will be mutually agreed upon in writing by the School and the Imaging Center at least one week before the beginning of each semester.
2. Either Party may withdraw any Students whose performance does not comply with School's standards, or fails to comply with the policies, standards, and procedures of Imaging Center. Prior to requesting withdrawal of a Student, an Imaging Center representative will meet with a Faculty member to see if performance issues can be addressed by corrective action other than withdrawal. However, Imaging Center shall maintain the right to withdraw Students. Imaging Center shall be responsible for its decision to withdraw a Student.
3. The Parties will ensure that any services provided pursuant to this Agreement comply with all pertinent provisions of Federal, State and Local statutes, rules and regulations.
4. In addition to paragraph B 2, supra, Imaging Center retains the right to have a Student or Faculty excluded from Imaging Center. Imaging Center maintains the right to immediately remove a Student from Imaging Center if a Student's behavior is unsafe, disruptive, detrimental to patient care, or violate of existing rules and regulations of Imaging Center in such matters as procedures, policies, conduct, manner of dress, patient contact, and in such other respects as Imaging Center may require to prevent interference with its proper operation. Imaging Center will use its best efforts to meet with a Faculty member to see if performance issues can be addressed by corrective action prior to removing a Student from Imaging Center. Imaging Center shall be responsible for its decision to exclude a Student or Faculty from Imaging Center, or to remove a Student from Imaging Center.

5. The Imaging Center and School will not discriminate against any employee, applicant, Faculty or Student enrolled in their respective programs because of age, handicap, color, national origin, race, religion, sex, sexual orientation, veteran status, marital status, any other characteristic protected by law. Both parties are equal opportunity employers.
6. Both parties shall inform one another of the following: changes in academic curriculum, changes in the availability of learning opportunities, and staff changes affecting either academic preparation or clinical teaching of Students. In the event that such changes will affect the number of Students accepted in any one time period, the Imaging Center will make every effort to inform the School of such changes at least one week in advance of that time period.

#### **E. INSURANCE**

1. School will require each Faculty member and Student to provide proof that the Faculty member and Student is covered by a policy of professional liability and malpractice insurance, with single limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate per year.
2. School shall provide Workmen's Compensation and disability Insurance coverage for all its employees and Students if applicable, pursuant to the laws of the State of New Jersey.
3. The Imaging Center warrants that it will ensure that its employees and staff performing under this Agreement carry professional liability insurance, with single limits of at least \$1,000,000.00 per occurrence, \$3,000,000.00 in the annual aggregate, to protect itself and its participating employee and staff members, from the consequences of bodily injury arising out of negligence, malpractice, error, or mistake in the rendering or failure to render of any professional service by said employee or staff members, with respect to this educational clinical experience program in the Imaging Center. Such professional liability insurance shall be either the type commonly known as "occurrence" or the type commonly known as "claims made plus tail." If it is "claims made plus tail," the tail shall be for a period of time acceptable to School. Imaging Center shall obtain commercial general liability insurance with coverage not less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate for employees and staff participating in the program covering the entire educational period. The general liability coverage shall continuously remain in effect at all times that this Agreement is in effect. Proof of insurance to be provided upon execution of this Agreement and from time to time upon request of the School.
4. Imaging Center shall provide immediate notice to School of any material change in any of the insurance coverages requested to be carried pursuant to this Agreement. Insurance coverage(s) provided under this Agreement shall not limit or restrict in any way liability arising under or in connection with this Agreement. The School agrees to indemnify and hold harmless the Imaging Center, its affiliates, subsidiaries, and parent and their directors, trustees, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of the School's Students, faculty members, employees, servants, trustees, officers, directors, or agents. The Imaging Center agrees to indemnify and hold harmless the School and its trustees, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defenses thereof) relating to personal injury or property damage to

the extent arising out of the negligent acts or omissions of the Imaging Center's employees or agents in connection with their duties at the Imaging Center. Each party agrees that it shall give the other party prompt notice of any claim, threatened or made, or suit instituted against it which could result in a claim for indemnification above; provided however, that delay in giving or failure to give such notice shall not be a waiver of the party's right to indemnification from the other, unless such delay or failure materially prejudices the indemnifying party in its defense of such claim.

## **F. TERMINATION**

1. Either Party may terminate this Agreement by providing at least one hundred and eighty (180) days prior written notice to the other Party. This paragraph shall not apply if this Agreement is cancelled by mutual consent of the Parties. This termination shall not take effect with respect to Students already enrolled in the Program until such Students shall have completed their clinical experience.
2. Either Party shall have the right to immediately terminate the Agreement if the other Party has breached terms, covenants or conditions of the Agreement in any substantial manner and fails to cure within thirty (30) days of notice. This Agreement may also be terminated immediately and without notice by either Party upon revocation of any required accreditation, license or registration, or the notice or threat thereof by the Department of Health or any other applicable federal, state, local agency or course of competent jurisdiction, which prohibits or adversely affects in whole or in part the performance of the Agreement by the parties hereto.
3. Either Party shall have the right to terminate this Agreement for "cause." In general, "cause" is any material and substantial violation of this Agreement by either of the Parties. If either Party desires to terminate this Agreement for cause, such Party shall give written notice of default to the other Party of the specific grounds for termination. The Party receiving any such written notice shall have thirty (30) days to cure the default stated in said notice. If the Party receiving notice of termination fails to cure the default within thirty (30) days, the Party who gave the original notice shall, thereafter, have the right to terminate this Agreement by giving written notice of termination to the defaulting Party in which event this Agreement shall terminate as of the giving of such notice of termination.
4. Either Party also may terminate this Agreement by giving thirty (30) days prior written notice to the other Party in the event that the other Party becomes an "Ineligible Entity," and requires the immediate removal of any Student who has become an "Ineligible Person" where that term is defined as follows:

An "Ineligible Entity" or and "Ineligible person means an entity or person that:

- i. is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in the Federal procurement or nonprocurement programs; or
  - ii. Has been convicted of a criminal offense that falls with the ambit of 42 U.S.C. §1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible."
5. Termination for Lack of Legal Compliance. This Agreement is intended to comply with all Federal and state Laws, rules and regulations. Either Party may terminate this Agreement at any time upon thirty (30) days written notice to the other if any modification or interpretation of any Federal, state or local government law, regulation, or policy impairs in any substantial manner the continuing legal validity and/or effectiveness of any material provision of this Agreement, or

places the tax- exempt status of either Party or any of its component parts at risk. Prior to the end of such notice period, the Parties shall use their best efforts to agree on a modification of this Agreement that, in the opinion of the Parties and their respective legal counsel, satisfactorily addresses and removes the impairment. This Agreement shall continue in full force and effect if, prior to the end of such notice period, the parties agree on such a modification of this Agreement; otherwise this Agreement shall terminate as set forth herein.

6. Involuntary Termination. This Agreement shall be terminated immediately in the event that either Party loses its license, accreditation, or certification.

## **G. MISCELLANEOUS**

1. In accordance with Federal Law, the parties do not discriminate on the basis of sex, sexual orientation, race, color, creed, marital status, national and ethnic origin, age, or any other protected characteristic (subject to local, State and Federal requirements) in the administration of their program and policies and are equal opportunity employers.
2. Security and Privacy. The Parties acknowledge that Imaging Center is a covered entity as defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). To the extent that the Students and Faculty have access to protected health information by virtue of their participation in the clinical placement program at Imaging Center, the Parties agree that said Students and Faculty are deemed to be part of Imaging Center's workforce for HIPAA compliance purposes and subject to the Imaging Center's policies and procedures governing the use and disclosure of protected health information, as defined in HIPAA, by School and School's staff. Students will be required to sign a "Student/Intern/Agency/Temporary Staff" confidentiality agreement. The Parties agree that the sponsorship of a clinical placement program as contemplated by this affiliation agreement does not constitute a business associate agreement under HIPAA.
3. Confidentiality.
  - a. Both School and Imaging Center 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 medical record policies and guidelines established and approved by Imaging Center, which shall be made available to Students.
  - b. The Parties recognize that from time to time, either of them and/or their respective employees and agents, and Students, may learn or come into contact with confidential patient or proprietary information of the other Party (hereinafter, "Confidential Information"). Each Party agrees and acknowledges that it, Faculty and Students shall, except to the extent that disclosure of the information is required by law, not disclose the Confidential Information and, further:
    - i. Take all reasonable steps to hold Confidential Information in confidence
    - ii. Instruct its employees and agents, and Students to exercise the highest degree of care to preserve from disclosure the Confidential Information, and not to copy or otherwise duplicate same for any Purpose, without the other Party's prior written permission;

- iii. Give at least five business days prior written notice to the other Party before making any disclosure of the Confidential Information purportedly required by law.
  - c. Excluded from "Confidential Information" shall be any information or data which (i) the other Party was lawfully in possession of prior to the negotiation and execution of this Agreement; (ii) is lawfully acquired by the other Party in a manner not resulting from, or from a source not derived from or related to, the negotiation, execution, or performance of this Agreement; or (iii) becomes part of the public domain in any manner other than the unlawful publication thereof by the other Party.
  - d. Upon the termination of the Agreement for any reason (including, but not limited to, the expiration of the stated term hereof), each Party shall promptly return to the other Party or destroy, with confirmation to the other Party of satisfactory evidence of such destruction, all records, documents, and other materials containing information or data which shall be proprietary to the other Party, unless such destruction is impracticable.
4. No Employment Relationship. It is not intended that an employer/employee, joint venture, or partnership agreement be established, hereby expressly or by implication, between Imaging Center and School.

Neither Imaging Center nor 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 Imaging Center or School, nor shall it in any way alter the control of the management, operation, and affairs of either Imaging Center or School; it being the intent of this Agreement that Imaging Center and School shall maintain separate and independent management, and each has full, unrestricted authority and responsibility regarding its organization and structure.

5. Notices. All notices which either Party is required or may desire to give to the other under or in conjunction with this Agreement shall be in writing and shall be given by addressing the same to such other party at the address set forth below, and by depositing the same addressed, certified mail, postage prepaid, return receipt requested, or by overnight mail or by reputable courier service, or by delivering the same personally to such other party:

As to Imaging Center:  
New Jersey Imaging Partners, Inc.  
1510 Cotner Avenue  
Los Angeles, CA 90025  
Attention: Legal Department  
Email: LegalDepartment@radnet.com

As to School:  
Cheryl Cashell, MS, R.T. (R)(M)(QM)  
Hudson County Community College  
Director, Radiography Program  
Hudson County Community College  
870 Bergen Avenue- 2nd floor  
Jersey City, NJ 07306

- 
6. It is the intent and understanding of the Parties to this Agreement that each and every provision required by Law be inserted herein. Furthermore, it is hereby stipulated that every such provision

is deemed to be inserted herein, and if through a mistake or otherwise, any such provision is not inserted or is not inserted in correct form then this Agreement shall forthwith upon the application by either Party be amended by such insertion so as to comply strictly with the law, without prejudice to the rights of either Party; provided however, that if the insertion of such provision is contrary to the underlying intent of the Parties, then either Party may terminate immediately on written notice to the other.

7. Advertising. No Party shall use the other's name or logo in any descriptive or promotional literature, newspaper, news release or communication of any kind without the other's prior written approval.
8. No Fee. It is agreed and understood that Imaging Center and School as a public service enter into this Agreement. Accordingly, there will be not charge or fee by either party to the other.
9. In the event any term or provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the state legislature, or by any regulation duly promulgated by offices of the United States of the State of New Jersey acting in accordance with law, or declared null and void by any court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect.
10. Waiver. Failure by either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provisions nor of the right of that Party to enforce each and every provision.
11. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable.
12. Entire Agreement. Both Parties agree that this Agreement represents the entire understanding of the Parties with respect to the subject matter covered and supersedes and nullifies any previous agreements regarding the subject matter covered between the Parties.
13. Amendments. Any additional responsibilities, obligations, or duties undertaken by either party in connection with the performance of this Agreement shall be detailed in writing, must be signed by authorized representatives of both Parties, and attached as an addendum to this Agreement.
14. Captions. The captions to the sections in this Agreement are included for convenience only and are not intended to and shall not be deemed to modify or explain any of the terms of this Agreement.
15. Recitals. The recitals set forth at the beginning of this Agreement are incorporated into this Agreement as though repeated at length herein.
16. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey without regard to New Jersey's conflict of laws principles.
17. Assignment. The Parties recognize that this Agreement is based upon the skill and expertise of the Parties and therefore agree that the Agreement and obligations thereunder may not be assigned or delegated without the written consent of the other party, which shall not be

unreasonably withheld, except as expressly allowed by this Agreement.

18. Authority. The persons signing below on behalf of the Parties warrant that they have the authority to execute this Agreement according to its terms on behalf of Imaging Center and School.
19. Successors. All of the agreements, obligations, terms, provisions and conditions herein shall apply to and bind to the benefit of the heirs, administrators, executors, legal representatives, trustees and successors of the Parties hereto.
20. Non-Exclusive. This Agreement is not exclusive. Each party shall have the right to enter into agreements with other facilities relating to matters covered by this Agreement.
21. Venue. To the extent any litigation should be brought or arise out of, in connection with, or by reason of this Agreement, the parties agree that such controversy shall be submitted to a court of competent jurisdiction in Hudson County, New Jersey, and each party consents to the jurisdiction and venue of such court. This section shall survive termination or expiration of this Agreement.

Agreed to as of the date set forth above.

HUDSON COUNTY COMMUNITY COLLEGE

By: \_\_\_\_\_  
Christopher M. Reber, Ph.D.

New Jersey Imaging Partners, Inc.

By: \_\_\_\_\_  
Peter Sulovski



**Proposal for FY25-26  
Academic and Workforce Pathway Program  
June 1, 2025 – May 31, 2026**

**I. Hudson County Community College (HCCC):**

Founded in 1974, Hudson County Community College is a comprehensive, award-winning student- and community-centered urban institution focused on fostering understanding, attaining success, and building better lives. The mission of Hudson County Community College is to provide its diverse communities with inclusive, high-quality educational programs and services that promote student success and upward social and economic mobility.

Hudson County Community College looks forward to continuing this partnership with the Hudson County Department of Family Services and Community Reintegration, Hudson County Department of Corrections and Rehabilitation, Hudson County/Jersey City Workforce Development Board, and the Hudson County Economic Development Corporation.

**II. The Academic and Workforce Pathway Program (AWPP):**

Goal: Provide a customized educational program for individuals incarcerated at the Hudson County Corrections and Rehabilitation facility in Kearny, designed for those who have barriers above and beyond to obtain their Associates Degree and Workforce Training options, with student success supports that seamlessly continues when students are released and back in the community.

Based on the success of Year 1 (June 1, 2021 – May 31, 2022), Year 2 (June 1, 2023 – May 31, 2023), Year 3 and Year 4 (June 1, 2023 – May 31, 2025) and lessons learned, the proposal is to continue to strengthen the program for the students enrolling into degree and workforce pathways as well as expanding the number of students reintegrating into the community while continuing their education, in a cost-effective way. During the first three full years of the program, the cost per student was \$1,682 in Year 1, \$1,929 in Year 2, and declined to \$1,466 in Year 3. Costs include all expenses to operate the program including Student Success Coaches, tuition, books, supplies, and all other related costs.

The program is customized for both incarcerated and returning students, beginning at the first point of contact with HCCC. During the application process, students are able to choose the track they are interested in, with background information to determine what track they will be most successful; the Student Success Coaches review the applications, submit necessary information for enrollment into the college, work with Deans/Coordinators/Faculty to create standalone classes for our students, register students for classes, and setup info sessions with faculty members to review the student population and program parameters.



Students are provided with tailored information sessions, with the details of the AWPP program, HCCC academic and non-academic services, financial aid, Economic Opportunity Fund [EOF], and Transfer and Career Services. Students are guided and advised about the enrollment and registration process. Each semester a class schedule is designed for the students that fits with the schedule at the jail. Faculty are recruited for these classes, which adhere to the learning outcomes for the course, but are delivered on a customized schedule.

These specialized self-contained instructor led classes are delivered virtually while Student Success Coaches are in-person with students every day to assist with technical problem solving, communicating with the internal and HCCC IT departments, setting up IT key access for each student, dispersing classroom materials, monitoring the student engagement with classmates, instructor, and ensuring no external materials are accessed, collecting and scanning classwork/homework [as needed], connections with various HCCC and community stakeholders (ex. housing supervisors, employer prospects, Rutgers NJ Step, NJRC coordinators, other colleges to connect EOF, transfer, and transcript services, etc.) to ensure student success while incarcerated and upon reintegration into the community.

When students are released the same Student Success Coaches arrange for students to tour the campus and provide needed supports to ensure a seamless process to continue their studies. The supports available upon return to the community include but are not limited to the following HCCC resources: Hudson Helps Resource Center (community resources, food pantry, mental health and wellness, etc.), Economic Opportunity Fund [EOF], Financial Aid, Transfer & Career Pathways [upon degree completion and release], and many others.

### **III. Program Overview:**

#### **Degree Track:**

Individuals who are eligible (based on Hudson County Corrections and Rehabilitation criteria) and interested will be offered the opportunity to enroll in one of the over 60 certificate and degree programs that HCCC currently provides and earn college credits towards that degree program. While students are not required to have their H.S. Diploma or G.E.D. to enroll at HCCC, it is required for financial aid and therefore is a requirement to participate to ensure financial aid upon release. Students will receive advisement in determining career paths and will be evaluated to determine if developmental classes are required prior to registering for college-level courses.

Many students choose to continue their education after graduation from HCCC; both Fairleigh Dickinson University and New Jersey City University accept transferring HCCC students to their four-year B.A. and/or their Masters' degree programs, and both offer scholarship packages. Also, students may be eligible for



the Rutgers NJ STEP program to continue their education at Rutgers. HCCC will offer information on financial aid and transfer pathways once per semester.

Degree seeking students will begin their AWPP academic journey supported by Student Success Coaches who are familiar with their needs. The dedicated coaches create a schedule based on four semesters of general education courses; those who are released seamlessly continue their current released semester while reintegrating into the community and meet with the Financial Aid office to complete FAFSA, including Second Chance Pell (we don't use Second Chance Pell – this is only to be used when incarcerated), and eligibility for EOF. The Reintegration program will review on a case-by-case basis those students reintegrated into the community ineligible for FAFSA.

Student Success Coaches guide students on their journey by ensuring that students who have previous college credits go through an evaluation process, tailored course advisement, and personalized coordination of advanced class schedules, including tutoring services and faculty office hours/meetings.

**Workforce Track:**

Incarcerated individuals who choose the Workforce track will be offered virtual courses in one or more of the following: Microsoft Word and Excel programs, as well as vocational training in an in-demand industry to create avenues and opportunities for good jobs and a career path upon reintegration into the community. Student Success Coaches support workforce students in the same way as the academic students. They guide and advise students, work with instructors to schedule customized virtual classes which adhere to the schedule at the jail. Student Success Coaches are present in-person every day and support throughout the program and upon release.

Workforce programs resulting in industry-recognized credentials are available at HCCC School of Continuing Education and Workforce Development if students would like to continue in the workforce track upon reintegration into the community. If that is the path that a student chooses, they will be referred to the Hudson County One-Stop for tuition assistance upon release. The Student Success Coach with guide and advise students throughout the workforce program and ensure they are connected with both HCCC academic and non-academic services as well as with community supports (ex: strong connections with the community relations team at HC Department of Family Services & Reintegration, food pantries, housing needs, transportation needs, further workforce education opportunities, employer event connections, etc.).

For FY25-26, HCCC proposes the Roots of Success program. Hudson County Department of Family Services and Community Reintegration will assess the interest of incarcerated individuals to identify interest in this program and other courses from the HCCC workforce catalog. Roots of Success is an Environmental Education and Job Training Program centered around a federally registered DOL Apprenticeship as an



Environmental Literacy Instructor and offers a Pre-Apprenticeship program as an “Environmental Specialist” when all 10 modules are successfully completed. A certificate of completion is also awarded.

Labor market information was pulled from Lightcast, which is a hybrid dataset derived from official government sources such as the US Census Bureau, Bureau of Economic Analysis, and Bureau of Labor Statistics. 2025-2035 job growth is projected at 8.5%. In New Jersey there were 3,712 jobs available in the Environmental Specialist/Scientist market. Local employment opportunities are available through city-operated wastewater plants or privately managed facilities, such as those run by Veolia. Other public sector employers include PSEG and NJ Municipalities.

**IV. Academic Development and Support Services: See Appendix D and E for details.**

Participants enrolled at HCCC will have access to all HCCC academic development and support services offered to students to include in-person and online tutoring at our three Academic Support Services Centers. Outside our regular business hours, online tutoring is provided by Brainfuse, which also offers 24/7 Writing Lab services. Brainfuse is our online tutoring service partner; they provide live online tutoring outside of our regular business hours and 24/7 Writing Lab services. There is a usage cap of 8 hours per semester. Access to HCCC online library resources includes over 100 databases that include videos, books, e-books, articles, journals, encyclopedias, dictionaries, etc. on all subjects.

**V. Summary of Outcomes**

The program has been successful since its inception despite launching during the height of the pandemic. In the last 2 years, we continued to build on the success and continually improve the program. Students in the degree program had a cumulative average GPA of 3.75 – 4.0 during the last 2 years due to the students’ dedication and the support of the Student Success Coaches and the entire Hudson County team. There were 2 students, 1 male and 1 female who graduated in May 2023. There is 1 female student reintegrated into the community, who will graduate at the end of the Spring 2025 with an associate’s degree in medical sciences- Pre-Professional Nursing. This student is attending Rutgers to continue her degree pursuit.

Please see the chart below for a summary of the outcomes for FY21- 25 of the program.



Hudson County Community College						
Academic and Workforce Program						
FY21 - FY25						
	FY21-22	FY22-23	FY23-24	FY24-25 (Year to Date)*	Total (To Date)	
<b>Total Number of Students</b>	55	150	218	83	506	
- Degree	30	82	119	49	280	
- Workforce	25	68	99	34	226	
<b>Total Students with Successful Completions</b>	38	80	119	44	281	
- Degree	19	45	54	29	147	
- Workforce	19	35	65	15	134	
<b>Percentage Completion Rate</b>						
- Degree	63%	55%	45%	59%	53%	
- Workforce	76%	51%	66%	44%	59%	
<b>Number of Courses Completed</b>	59	175	169	59	462	
<b>Total Number of Credits Awarded/Completed</b>	40	265	237	104	646	
<b>Average GPA</b>	3.3	3.6	3.8	3.9	3.5	
<b>Number of Students Released***</b>	14	15	39	5	73	
<b>Number of In-County Students Continuing Education</b>	0	3	3	3	9	
<b>Number of Students Who Earned an Associate Degree**</b>	0	2	0	1**	3	
Notes:						
*Includes summer 2 and fall semester						
**Includes individuals who do not reside in Hudson County						
*** One student will graduate with an associate degree in May 2025						

The spring semester is underway with 40 male and female students enrolled in the degree track. Students are registered for Basic Math, Basic Algebra, and English Composition [not inclusive of advanced students].

The Summer 1 2025 semester will include College Student Success for new students, and the workforce class Basic Computer Class, as well as advanced students continuing their degree studies.

### **Student Success Stories**



On October 10, 2024, **Amandeep T.**, an EOF student and member of the Phi Theta Kappa Honor Society, was celebrated at the HCCC Fall 2024 Dean’s List Celebration. Amandeep, the first student from the Academic Workforce Pathways Program, was honored for achieving a remarkable GPA of 3.70 and making the Spring 2024 Dean’s List. Hudson County Community College, Hudson County Department of Corrections and Rehabilitation, Hudson County Department of Family Services and Reintegration, and the Academic Workforce Pathway Program proudly congratulate Amandeep on this outstanding achievement. As the first AWPP student obtaining a degree while reintegrated into the community, Amandeep is set to graduate in May 2025 with an Associate’s Degree in Medical Sciences - Pre-Professional Nursing. This milestone marks a significant step in Amandeep’s academic and professional journey.

On March 21, 2025, **Jamilette H.**, an Academic Workforce Pathways Program student, met the qualifications to join HCCC's Sigma Kappa Delta chapter with an invitation for membership. Jamilette’s induction ceremony is scheduled for late April. Jamilette will be inducted into the Omicron Epsilon chapter of Sigma Kappa Delta at Hudson County Community College. Sigma Kappa Delta is the English Honor Society for Two-Year Colleges. She began his higher education journey in AWPP in August 2023 and maintains a 4.0 GPA while incarcerated. Jamilette is currently pursuing an Associate of Science in Business Administration degree. Hudson County Community College, Hudson County Department of Corrections and Rehabilitation, Hudson County Department of Family Services and Reintegration, and the Academic Workforce Pathway Program proudly congratulate Jamilette on this remarkable accomplishment. We are so proud of her for reaching this significant milestone in her educational journey.

### **VI. Proposal for FY25-26 (June 1, 2025 – May 31, 2026)**

#### **Recommendations**

HCCC and the Hudson County Department of Family Services and Community Reintegration have been engaged in a process of continuous improvement from the beginning of the program and have seen excellent results because of regularly scheduled reviews to identify the best practices and areas for improvement.

We will implement quarterly meetings among leadership, along with beginning of semester reports [shared after the add/drop period] and end of semester reports [15 business days from the conclusion of the semester] from both partners to be shared with the entire team, and fiscal year-end reports due 45 days after the completion of the fiscal year [June 30<sup>th</sup>].



HCCC proposes to offer workforce pathway students the Roots of Success pre-apprenticeship program, Microsoft Word and Microsoft Excel in FY25-26.

Program Budget

The AWPP budget for FY25-26 is based on serving up to 136 degree and workforce students. The budget includes all expenses related to the degree and workforce tracks. Specifically, the budget includes:

- Staffing [Student Success Coaches and Supervision] at HCCC to support the AWPP program for incarcerated and reintegrated students
- Tuition, fees, books, and supplies for students in the academic degree track while incarcerated
- Tuition, supplies, and books for students in the workforce track while incarcerated

The HCCC budget for FY25-26 will not exceed \$368,215 (No increase from Year 4). Invoices will be submitted for reimbursement of expenses. Please see Appendix G for details. HCCC has removed the 'Travel' budget line and will absorb that cost.



**ATTACHMENTS**

Appendix A: Post-Secondary Education in Prison	Page 5
Appendix B: Labor Market Data – Workforce Programs	Pages 6 - 8
Appendix C: HCCC Tuition and Fee Schedule for Academic Year 2024 – 2025 <i>[2025-2026 academic year schedule is not available currently]</i>	Page 9
Appendix D: HCCC Academic and Student Support Services Summary	Pages 10 - 14
Appendix E: Gabert Library Resources	Pages 15 - 17
Appendix F: Description of Workforce Training Programs	Pages 18 - 19
Appendix G: Line Item Budget	Page 20



## **Appendix A: Post- Secondary Education for Incarcerated People Matters**

Based on a Fact Sheet (January 2019) from the Vera Institute of Justice, 'Investing in Futures: Economic and Fiscal Benefits of Postsecondary Education in Prison, Expanding Access to Postsecondary Education in Prison.' Research shows that **postsecondary education in prison can help individuals overcome barriers and return successfully to the community.** "Postsecondary education programs in prison—which provide academic and career-technical courses—improve facility safety in addition to the reentry and workforce outcomes of participating students." Without these educational opportunities, they are less likely to have the skills needed to be placed in gainful employment - making it more difficult to find stable housing, provide for their families, and prosper. Also, research shows that **"those who receive a postsecondary education in prison reenter their communities with competitive skills and qualifications, leading to higher rates of employment and increased earnings."**

Post-secondary education for incarcerated individuals plays a crucial role in reducing recidivism, enhancing employment opportunities, and benefiting society at large. **Research indicates that inmates who participate in college programs have a significantly lower recidivism rate (9.9%) compared to those who do not (24%)** (citation from Times Union).

Economically, post-secondary education in prisons is cost-effective. Expanding access to such education could decrease incarceration costs across the country by more than \$365 million (citation from NCSL).

According to the article and data in **"The societal benefits of postsecondary prison education"** Post-secondary education for incarcerated individuals has been associated with significant reductions in recidivism and improvements in post-release employment. According to research, **individuals who participate in correctional education are 48% less likely to be reincarcerated than those who do not, and their chances of securing employment post-release are 12% higher.** Additionally, **for every dollar invested in correctional education, society saves four to five dollars in reincarceration costs** (citation from Bookings).

A 2013 study by the RAND Corporation found that correctional education led to a significant reduction in recidivism rates, with participants having 43% lower odds of reoffending compared to non-participants. Additionally, individuals who received vocational education and training experienced a 28% increase in employment post-release, while those engaged in academic programs saw an 8% increase. Individuals who return to the community inadequately prepared to participate in the competitive nature of the job market often get thrust into the revolving door of poverty and the criminal justice system.



## **Appendix B: Labor Market Trends**

To address the access to postsecondary education for Hudson County Corrections and Rehabilitation inmates, HCCC is proposing to continue the innovative Academic and Workforce Pathway Program which began four years ago. It is anticipated that this program will result in the benefits cited above.

The following labor market data is being considered to guide the need for services identified herein and for the development of course offerings for incarcerated students:

U.S. Labor Market Trend Post Pandemic: The U.S. Bureau of Labor Statistics (BLS) projects that **between 2020 and 2030, approximately 60% of new jobs will be in occupations that typically do not require an associate's, bachelor's, or graduate degree.** These roles are expected to grow at a rate faster than the national average, offering median annual wages higher than the overall median (citation from the Bureau of Labor Statistics).

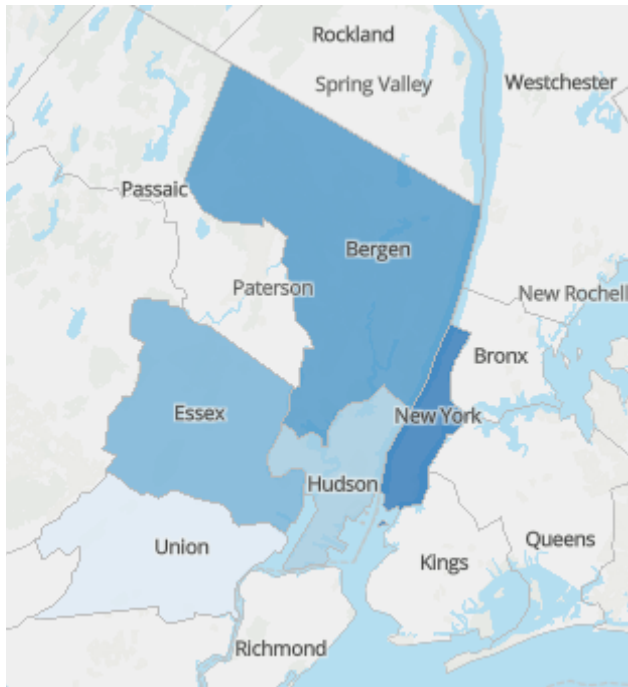
The COVID-19 pandemic has had a lasting impact on work arrangements, with remote work becoming a significant aspect of the labor market. According to the BLS, in 2021, industries such as professional, scientific, and technical services, information, finance and insurance, and management of companies and enterprises had over 39% of their workforce working remotely, compared to less than 17% in 2019 (citation from U.S. Chamber of Commerce and Bureau of Labor Statistics).

However, recent data indicates a decline in remote work opportunities. Over the past year, the share of job postings offering remote work has decreased in 46% of sectors analyzed, while remaining steady in 13%. This suggests that while remote work remains prevalent, its growth may be stabilizing, and preferences are evolving (citation from Indeed Hiring Lab)

### New Jersey Labor Market Information:

New Jersey is experiencing a widening talent gap, with the labor force participation rate declining from 66% in 2012 to 63% in 2022, the lowest in 44 years. Additionally, the state has seen an average annual net loss of 20,000 residents moving to other states or countries between 2011 and 2021. **This trend exacerbates the difficulty in filling positions that require postsecondary education**, particularly in healthcare, IT, and business sectors.

**About a quarter of the job postings in the New York, Hudson, Bergen, Essex and Union Counties are looking for talent with an Associate’s degree or less. – Source: Lightcast**



**New York County**

71,080 Job Postings

**Bergen County**

26,806 Job Postings

**Essex County**

22,479 Job Postings

**Union County**

15,908 Job Postings

**Hudson County**

13,557 Job Postings

**149,830**

Job Postings in New York, Hudson, Bergen, Essex and Union Counties over Past Year Request an associate’s degree or less

**771,199**

Total Job Postings in New York – Newark – Jersey City MSA over Past Year

NJDOL's 2022-2032 industry projections indicate significant employment increases in several sectors:  
[New Jersey Official Website](#)

- **Manufacturing:** Anticipated to add 10,136 jobs by 2030, driven by offshore wind developments and regional export demands. [NJEDA](#)
- **Construction:** Expected to see a demand for 1,769 additional jobs by 2030, reflecting ongoing infrastructure projects. [NJEDA](#)
- **Professional Services:** Including architecture and engineering, this sector is projected to experience notable job growth, with specific numbers detailed in NJDOL's comprehensive projections. [Bureau of Labor Statistics](#) and [NJEDA](#)

Hudson County Labor Market Information: Hudson County offers a dynamic labor market characterized by diverse industries and a robust employment landscape.



### **In-Demand Jobs in Hudson County:**

Key sectors driving employment in Hudson County include:

- **Construction:** Ongoing residential, commercial, and infrastructure projects have led to a steady demand for construction workers.
- **Finance and Technology:** Jersey City serves as a financial hub, hosting major firms such as Citigroup and UBS Financial Services, alongside a growing tech industry.
- **Manufacturing:** The county maintains a strong manufacturing presence, producing goods ranging from pharmaceuticals to electronics.
- **Healthcare:** With institutions like Bayonne Hospital and Palisades General Hospital, there is a continuous demand for medical professionals and support staff.

The job market in Hudson County is thriving, with **unemployment rates historically below the national average**. Major employers such as UBS Financial Services, Cosco Shipping, Palisades General Hospital, Fidelity Investments, Citigroup, Bayonne Hospital, and the United States Postal Service contribute significantly to the county's employment landscape.

Hudson County In-Demand Skills: In the local area, the hard skills that are currently in highest demand are financial services, professional, scientific, and technical services, healthcare and social assistance, retail trade, and transportation and warehousing. From the employer perspective the durable skills, such as critical thinking, storytelling, communication [written and verbal], and conflict resolution, time management, etc. are integral in the professional journey and individuals entering the workforce. In partnership with the Hudson County One-Stop, Jail-Based American Job Center, and other community partners and stakeholders; **all pre/post-release individuals are positioned to work with trained staff** on an individual basis from engagement with the criminal justice system to re-entry into the community. These partners have developed strong relationships with employers in the Hudson County area who are eager to place post-release individuals in gainful employment.

In addition, **students will continue to receive dedicated student success support post-release from HCCC**. Students will be connected with all resources that HCCC offers upon release to include, but not limited to Hudson Helps Resource Center, Financial Aid, Economic Opportunity Fund [EOF], and Career and Transfer Pathways.



**Appendix C: HCCC Tuition & Fee Estimates for School Year 2024-2025**

*[Fees are expected to increase 5% in 2025-2026]*

Tuition & Fee Estimates for School Year 2024-2025									
Effective 2024SU2									
CREDITS	TUITION		FEES				ESTIMATED COST TUITION & FEES		CREDITS
	TUITION RESIDENTS (In-County)	TUITION NON RESIDENTS (Out of County)	STUDENT LIFE (per/or.)	GENERAL SERVICE (per/or.)	REGISTRATION (per/term)	TECHNOLOGY (per/or.)	TOTAL RESIDENTS (In-County)	TOTAL NON RESIDENTS (Out-of-County)	
1	161.00	322.00	8.28	29.04	27.04	23.76	249.12	410.12	1
2	322.00	644.00	16.56	58.08	27.04	47.52	471.20	793.20	2
3	483.00	966.00	24.84	87.12	27.04	71.28	693.28	1176.28	3
4	644.00	1288.00	33.12	116.16	27.04	95.04	915.36	1559.36	4
5	805.00	1610.00	41.40	145.20	27.04	118.80	1137.44	1942.44	5
6	966.00	1932.00	49.68	174.24	27.04	142.56	1359.52	2325.52	6
7	1127.00	2254.00	57.96	203.28	27.04	166.32	1581.60	2708.60	7
8	1288.00	2576.00	66.24	232.32	27.04	190.08	1803.68	3091.68	8
9	1449.00	2898.00	74.52	261.36	27.04	213.84	2025.76	3474.76	9
10	1610.00	3220.00	82.80	290.40	27.04	237.60	2247.84	3857.84	10
11	1771.00	3542.00	91.08	319.44	27.04	261.36	2469.92	4240.92	11
12	1932.00	3864.00	99.36	348.48	27.04	285.12	2692.00	4624.00	12
13	2093.00	4186.00	107.64	377.52	27.04	308.88	2914.08	5007.08	13
14	2254.00	4508.00	115.92	406.56	27.04	332.64	3136.16	5390.16	14
15	2415.00	4830.00	124.20	435.60	27.04	356.40	3358.24	5773.24	15
16	2576.00	5152.00	132.48	464.64	27.04	380.16	3580.32	6156.32	16
17	2737.00	5474.00	140.76	493.68	27.04	403.92	3802.40	6539.40	17
18	2898.00	5796.00	149.04	522.72	27.04	427.68	4024.48	6922.48	18
19	3059.00	6118.00	157.32	551.76	27.04	451.44	4246.56	7305.56	19
20	3220.00	6440.00	165.60	580.80	27.04	475.20	4468.64	7688.64	20
21	3381.00	6762.00	173.88	609.84	27.04	498.96	4690.72	8071.72	21

NOTES: Tuition and Fees are subject to change. Students in programs such as Nursing, Paramedic Science, Radiography and Culinary Arts programs are subject to charges not reflected in this grid. Students should contact the program coordinators, or refer to each program's website, for further information. The above schedule does not include lab or other fees that may apply. Per April 2024 Board Approval, International/Out-of-State tuition rates have been eliminated.

**Registration Fee** - This fee is a flat fee charged once per semester and is used to cover costs associated with the processing of registrations.

**Student Life Fee** - This fee is charged per credit hour to all students enrolled in courses for credit. Departments and programs receiving funding from this fee may include: Student Life and Leadership, Student Government Association, Student Clubs and Activities, Honor Societies, Cultural Affairs, Career Services, Advising & Transfer, Academic Affairs, and costs related to graduation events, Commencement and the new Athletics Program.

**Technology Fee** - This fee is charged per credit hour to all students enrolled in courses for credit. The funds are used to offset costs, and maintain and upgrade all student lab equipment, library automation and other instructional technology, in addition to support cyber security mandates and hardware.

**General Service Fee** - This fee is charged per credit hour to all students enrolled in courses for credit. The funds contribute to the support of construction, restoration, and maintenance for various student academic facilities on campus. This revenue also supports services not funded by the State, such as free transportation between campuses and parking expenses.



## **Appendix D: HCCC Academic and Other Student Support Services Summary**

The HCCC School of Academic Development and Support Services provides students with a comprehensive array of resources. **For a complete list, please go to: <https://www.hccc.edu/catalog/current/index.html>.** Below is a summary of some of the services and programs offered.

### **Accessibility Services:**

Accessibility Services provides equal access to educational opportunities for students with documented disabilities. Our office coordinates reasonable accommodations and services to provide students with access to HCCC's programs, activities and services. We work with students and provide support services, individualized accommodations and self-advocacy guidance.

- Testing Accommodations
- Note Takers/Readers
- Sign Language Interpreters

### **Enrollment Services:**

- Student ID Card
- **MyHudson Portal:** The HCCC Portal (MyHudson) offers students, on and off-campus, a personalized, intelligent College experience by bringing together every system without having to access multiple networks. Some of the features of MyHudson include Canvas, student announcements, a calendar of college events and activities, a college email account, College department pages, and specialized student services
- **Liberty Link Self-Service:** Plan your degree, view your class schedule, academic progress, and grades, register for classes, and pay your account online securely.
- **Canvas – Learning Management System:** Online courses at HCCC. are offered entirely via Canvas. The college's learning management system is used to support online, hybrid, and traditional face-to-face courses. Faculty will use this system to communicate with students and share documents that are related to their courses. Each course has a presence on Canvas, which can be accessed 24/7/365 from any computer, tablet, or smartphone.
- **HCCC Student Email:** Each student is issued a college email account. This account is the college's official means of communication with all HCCC students. Students can check their accounts daily for important notifications, College news, and upcoming events.
- **Emergency Notification Portal (Connect-ED):** The College's official emergency notification system is used for school closing information and emergency notifications. Users are encouraged to update or register additional emergency notification contact information such as home, work, and cell phone numbers.
- **Campus Wireless Access:** Stay connected on campus using your smartphone, laptop, tablet, or any mobile device.



### **Registrar Services**

Registrar is the administrator at an educational institution who maintains academic records and manages registration, maintenance of class enrollments, student academic records, registration, readiness for graduation, and enforcement of the student privacy act (F.E.R.P.A.).

### **Center for Academic and Student Success**

The Center for Academic and Student Success at Hudson County Community College strives to provide the information and resources you need to accomplish your own personal, academic, and career goals.

### **Career and Transfer Pathways**

We offer resources and guidance to help you explore career options, gain valuable experience, identify and plan career goals, and develop essential professional skills like resume writing. Connect with representatives from four-year universities, explore various transfer pathways, get personalized assistance with the application process and join us for workshops and events on transfer. We're here to ensure your transition is smooth and successful.

### **Financial Aid Information and Services**

Many options exist to help students pay for their college education. Federal and state options are administered through the Financial Aid Office.

### **Center for Online Learning**

The Center for Online Learning is to lead the development of innovative, accessible, fully online, and hybrid programs for the community. The mission of C.O.L. is to enable students to successfully pursue their studies online to meet educational goals and engage in life-long learning by providing a wide variety of high-quality online and hybrid technology-rich courses. Online programs at HCCC combine the same quality and rigor of traditional academic programs with a flexible online format.

### **Degree Program Course Modalities**

**Below are descriptions of the modality courses that can be delivered:**

#### **Online Courses (Asynchronous)**

Hudson Online courses and programs are created for fully online teaching and learning. This means most work is completed on students' own time schedule as long as the work is submitted when it is due.

#### **On-Ground Courses**

On-ground courses are offered at one of HCCC's campuses: Journal Square, North Hudson, or Secaucus. On-ground courses could be combined with other modalities. For example, a lab could occur on-ground, with the lecture occurring either through remote or online instruction.



### Remote Courses (Synchronous)

Remote courses are similar to the experience of being in a face-to-face on-ground class. This means that students will be attending class remotely or virtually at the time the class is scheduled.

Hybrid and Hyflex Courses are a combination of on-ground and remote courses.

### **Hudson Helps Resource Center**

The mission of Hudson Helps is to provide thoughtful, caring, and comprehensive information on access to services, programs, and resources that will assist in addressing basic needs beyond the classroom, ultimately resulting in greater student success. These non-academic support services for students include: Career Closet - The Career Closet strives to serve Hudson County Community College students by providing professional business wear to students for internships, job interviews, and other professional opportunities. We have a variety of sizes and items including full suits, shirts, blouses, dresses, skirts, pants/slacks, and accessories appropriate for the workplace. All items are FREE and for students to keep!

Food Pantry Services - Offering fresh food to HCCC students in need.

Mental Health and Wellness - The Mission of the Mental Health Counseling and Wellness Center is to support students' mental, emotional, and well-being. All services are confidential, and we will not communicate with anyone without your written consent. This department functions under the rules of HIPAA. Providing in-person and remote free counseling sessions by appointment; we offer walk-in appointments on both campuses.

Free After-Hours Support - Mental Health Counseling and Wellness has partnered with Uwill, a leading student mental health and wellness teletherapy service. Uwill offers students an immediate, secure, and convenient way to receive teletherapy counseling services should the need arise.

Hudson CARES Team – To Access Personal Counseling, individuals complete the General Care and Concern Form, which is Confidential.



## **Appendix E: Gabert Library Resources**

The mission of the Hudson County Community College (HCCC) Libraries is primarily to support the scholarship and research needs of HCCC students, faculty, and staff.

The HCCC Libraries, located on the Journal Square and North Hudson campuses, are open seven days a week. As hours vary during the academic year check the Libraries' web site for current hours. Students, faculty, staff, and alumni must possess a valid HCCC identification card. Students and faculty with a current NJCU or Saint Peter's University ID card are permitted to use the resources of the Libraries. Hudson County residents must possess and display a valid library card from a Hudson County public library along with a current photo ID reflecting county residency. In accordance with the College's mission to serve the community, the following privileges are extended to residents:

- Use of books and magazines in the Libraries
- Access to designated computers and scanners with specified time limits
- Use of electronic subscription databases in the Libraries
- Reference help and guidance by library staff

### **Access Library Resources from Off-Campus**

Many of the library resources are accessible online, including journals, ebooks, databases, and streaming media. EZProxy is the tool to authenticate our library users from off-campus. It will prompt you to log in with your HCCC credentials and then grant you access to the needed resource.

Current HCCC students have full access to our library's online resources, both on-campus and off-campus. HCCC credentials are required for off-campus access.

Here are some quick links for searching for information:

- Library Catalog: find books, ebooks, DVDs, streaming videos, and technical items.
- eBooks Collection: a list of library databases for electronic books.
- Journal Finder: find a particular journal, magazine or newspaper.
- Streaming Videos: a list of library databases for streaming videos.
- Databases A-Z: a complete list of library subscribed databases, organized alphabetically.
- Research Guides: librarian curated resource guides for a subject, topic or course.
- Google Scholar: searches across a wide range of scholarly literature, including articles, books, theses, conference papers, and technical reports.



**Appendix F: Description of Workforce Pathway Training Programs:**

Programs to be provided remotely (synchronous).

**Computer Classes (Microsoft Office – Word and Excel):**

Word and Excel: Microsoft Office Word and Excel are productive benchmarks used in almost every business, school, and home. Master the basics of these two powerful tools and use them confidently.

**Workforce Training Program**

Proposed workforce program: Roots of Success is an Environmental Education and Job Training Program centered around a federally registered DOL Apprenticeship as an Environmental Literacy Instructor and a Pre-Apprenticeship as an Environmental Specialist.

Roots of Success is an empowering environmental literacy and job training program that prepares youth and adults access to jobs and career pathways in environmental fields and improve environmental and social conditions in their communities.

Roots of Success was certified by the US Department of Labor as a Registered Apprenticeship Program. The first federally recognized “Environmental Literacy Instructor” Apprenticeship in the United States. Additionally, Roots of Success offers a Pre-Apprenticeship program as an “Environmental Specialist” when all 10 modules are successfully completed. A certificate of completion is also awarded.



**Appendix H: Line Item Budget**

<b>HCCC Academic and Workforce Pathway Budget</b>		
<b>June 1, 2025 - May 31, 2026</b>		
<b>Line Item</b>		
Staff		
	Salaries Student Success Coaches [2 FT & 1PT - 100%] Supervision [15%]	\$163,670
	Fringe	\$51,650
Total Staff		\$215,320
OTPS		
	Books and Materials [Degree & Workforce Programs]	\$17,421
	Exam and License Fees [Workforce Programs]	\$2,000
	Tuition [Degree & Workforce Programs]	\$100,000
	Travel and Transportation	\$0
Total OTPS		\$119,421
Indirect		\$33,474
Grand Total		\$368,215



## MEMORANDUM OF UNDERSTANDING

June 11, 2025 – August 31, 2027

The Memorandum of Understanding (“MOU”) is made between Hudson County Community College (“HCCC”), a New Jersey public entity with offices located at 70 Sip Avenue, Jersey City, New Jersey, and Marest New Jersey, LLC, a cannabis dispensary, with a retail location at 4 Jordan Avenue, Jersey City, New Jersey (collectively, the HCCC and Marest New Jersey, LLC, shall be called the “Parties” or each individually, a “Party”). The Parties agree to the following:

### 1. Description

The purpose of this MOU is for HCCC and Marest New Jersey, LLC, to work to support students and community residents in Hudson County by providing internships, employment opportunities, workshops, training programs, scholarships, and events in the legalized Cannabis field. HCCC will work with staff, students, faculty, and partners to support these initiatives. Marest New Jersey, LLC, will work with management, ownership, staff, and other partners to support these initiatives. Both HCCC and Marest New Jersey, LLC, will share resources to support the Hudson County community.

### 2. Roles and Responsibilities

During the term of this MOU, and any renewals or extensions thereof, it is agreed that the following will be the roles and responsibilities of the Parties.

#### Marest New Jersey, LLC

- a. Work collaboratively with HCCC to support students and community residents in Hudson County to benefit from Cannabis legalization.
- b. Provide internship/externship and employment opportunities for students completing HCCC Cannabis courses.
- c. Collaborate with HCCC on Cannabis-related workshops, training programs, and events.
- d. Use Marest New Jersey, LLC resources, financial and otherwise, to promote HCCC Cannabis programs.
- e. Contribute to a Cannabis Scholarship or HCCC Scholarship Fund for students from Hudson County, at a minimum level of \$2,000 per semester once the business is operational. The contribution shall be due 30 days after the business is operational.

f. Join the HCCC Cannabis Advisory Board.

### HCCC

- a. Work collaboratively to support students and community residents in Hudson County to benefit from cannabis legalization.
- b. Offer cannabis education and training programs for students to prepare them for work.
- c. Partner with Marest New Jersey, LLC, to plan and offer events for the Hudson County community.
- d. Promote jointly sponsored Cannabis-related workshops, training programs, and events.
- e. Allocate scholarships to students.

### **3. Term**

The term of this agreement is for the period May 14, 2025 – August 31, 2027. Any continuation beyond the Expiration Date is subject to a new agreement or a written renewal of this MOU. Either party may terminate this Agreement upon providing sixty (60) days' prior written notice to the other party. The termination will be effective at the end of the then current semester in which the termination becomes effective and students then participating in internships/externships shall continue their respective internship/externship until the termination becomes effective.

### **4. Each Party Responsible for their own Actions**

Each party shall remain responsible and liable for their own actions and for the actions of any other individual or entity for whom they are responsible.

### **5. Fees/Costs**

Fees and/or costs for any program will be determined by the parties on a case-by-case basis. Any agreement on fees and/or costs shall be reduced to writing and signed by the parties as an amendment to this Agreement.

### **6. Provisions and Amendments**

This Memorandum of Understanding contains all provisions agreed upon by the parties. Any amendments to this Memorandum of Understanding must be in writing and signed by either parties or their duly authorized representative.

### **7. Choice of Law/Dispute Resolution**

This MOU shall be subject to, and interpreted in accordance with, the laws of the State of New Jersey, without regard to New Jersey's conflicts of laws rules or principles. All disputes between the parties arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey venued in Hudson County, New Jersey.

**8. Affirmative Action**

As applicable, Marest New Jersey, LLC, agrees to comply with the requirements of New Jersey's Mandatory Equal Employment Opportunity Language, a copy of which is annexed hereto.

**9. Records Retention**

Pursuant to N.J.A.C. 17:44-2.2, Marest New Jersey, LLC, shall maintain all documentation related to products, transactions, or services under this MOU for a period of five years. Such records shall be made available to HCCC and New Jersey Office of the State Comptroller upon request.

Agreed to as of the dates set forth below:

_____	_____
Name	Dr. Christopher M. Reber
Title	President
Marest New Jersey, LLC	Hudson County Community College
_____	_____
Date	Date



## MEMORANDUM OF UNDERSTANDING

June 11, 2025 – June 10, 2027

**Between:**

**Hudson County Community College (HCCC) and the Salvation Wellness (SW)**

### 1. Description

The purpose of this Memorandum of Understanding (“MOU” or “Agreement”) is for HCCC and SW to partner on wellness programs including continuing education events, massage certification programs, massage recertification programs, and massage certification pathways to degree programs. HCCC and SW will work together to mutually support each organization’s mission. Both HCCC and SW will share resources to provide wellness programs to the community and bring their respective expertise and community relationships to launch and operate successful programs.

### 2. Roles and Responsibilities

It is agreed that the following will be the roles and responsibilities of the participating organizations.

SW

- a. Promote HCCC programs and events to partners, clients, and community members.
- b. Collaborate on programs, including workshops, continuing education events, .
- c. Engage in planning sessions with HCCC and leverage SW resources for the benefit of students, faculty, and Hudson County entrepreneurs and small businesses.

## HCCC

- a. Promote SW programs and events.
- b. Collaborate on programs, including workshops, business training sessions, sharing data, surveys, and grant-funded programs.
- c. Engage in planning sessions with HCEDC and leverage HCCC resources for the benefit of SW Hudson County entrepreneurs, and small businesses.

### **3. Term**

Either party may terminate this Agreement upon providing sixty (60) days' prior written notice to the other party. The termination will be effective at the end of the then current semester in which the termination becomes effective.

### **4. Each Party Responsible for their own Actions**

Each party shall remain responsible and liable for their own actions and for the actions of any other individual or entity for whom they are responsible.

### **5. Fees/Costs**

Fees and/or costs for any program will be determined by the parties on a case-by-case basis. Any agreement on fees and/or costs shall be reduced to writing and signed by the parties as an amendment to this Agreement.

### **6. Provisions and Amendments**

This Memorandum of Understanding contains all provisions agreed upon by the parties. Any amendments to this Memorandum of Understanding must be in writing and signed by either parties or their duly authorized representative. It is further understood that the term of this agreement is for the period: March 1, 2022 – February 28, 2025. Any continuation beyond the end date of this Agreement is subject to a new agreement or an amendment to the existing Agreement.

### **7. Choice of Law/Dispute Resolution**

This MOU shall be subject to, and interpreted in accordance with, the laws of the State of New Jersey, without regard to New Jersey's conflicts of laws rules or principles. All disputes between the parties arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey venued in Hudson County, New Jersey.

### **8. Affirmative Action**

As applicable, Marest New Jersey, LLC, agrees to comply with the requirements of New Jersey's Mandatory Equal Employment Opportunity Language, a copy of which is annexed hereto.

**9. Records Retention**

Pursuant to N.J.A.C. 17:44-2.2, Marest New Jersey, LLC, shall maintain all documentation related to products, transactions, or services under this MOU for a period of five years. Such records shall be made available to HCCC and New Jersey Office of the State Comptroller upon request.

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Michelle Richardson  
Executive Director  
Salvation Wellness

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Dr. Christopher M. Reber  
Hudson County Community College

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Date

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Date

Attested by/date:

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**WALGREENS EXPERIENTIAL LEARNING PROGRAM AGREEMENT**

(Pharmacy Tech or Other Non-Pharmacy Student)\*

This Experiential Learning Program Agreement (the “**Agreement**”) has been entered into as of [REDACTED], 20 [REDACTED] (the “**Effective Date**”) by and between Walgreen Co., an Illinois corporation, on behalf of itself and its domestic subsidiaries, with its principal place of business at 108 Wilmot Road, Deerfield, Illinois 60015 (“**Walgreen**”) and the following “**Organization**”:

[REDACTED]  
(Name of Organization governing entity)

a Public / Private (circle one) with primary school/campus/office (type: e.g. university, college, school, educational corporation) at:

[REDACTED]  
(Address with street, city, state, zip code)

and such additional schools/campuses as listed in Exhibit A, attached hereto, and incorporated herein.

**WHEREAS**, the Organization has established a curriculum or program to train its students, trainees, or clients to be pharmacy technicians or workers in other trades, skills, or qualifications, and

**WHEREAS** Walgreen operates retail drug stores and other retail business facilities which employ pharmacy technicians and other skilled workers (each, a “**Location**”), and

**WHEREAS**, the parties agree that the development of a program (the “**Program**”) whereby certain of the Organization’s students, trainees, or clients (each, a “**Participant**”) can obtain practical experience and learning in a retail, business, or pharmacy setting related to pharmacy and wellness services would benefit the Participant, the Organization, and the industry with Walgreen and similarly situated businesses, all of which will ultimately provide improved pharmacy and wellness related services to the community;

**NOW THEREFORE**, in consideration of the mutual benefits accruing to the parties under this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows.

**1. THE PROGRAM**

The parties will design the Program to allow Participants to obtain practical experience in a Location in accordance with Walgreen’s Experiential Guidelines and such other applicable trade associated guidelines on practice experiences (collectively hereinafter referred to as the “**Program**”). The Program will be designed to provide practical experience in accordance with applicable federal and state law and Program objectives as agreed upon by the parties, which shall be (a) similar to training in a vocational school, (b) for the benefit of the Participants as part of a learning experience, (c) without displacing regular employees, but acting under close personal supervision, (d) without immediate advantage to Walgreen from activities of Participants, (e) without guarantee of employment at conclusion of Participant’s training period, and (f) with understanding by Organization, Walgreen, and Participants that the Participants are not entitled to wages or other compensation for the time of participation in the Program. Each Participant’s participation in the program will be as agreed upon by the parties with respect to the Location, program period, number, and schedule of hours. Use of the term “faculty” is intended to reference an educator, trainer, teacher, or other academic role. Use of the term employee is intended to include faculty, employees, staff, contractors, agents, and representatives of an entity.

**2. TERM; TERMINATION**

This Agreement will commence on the Effective Date and shall continue until terminated by a party in accordance with the terms of this Agreement (the “**Term**”). At any time during the Term, either party may terminate this Agreement upon written notice to the other, such termination to be effective at the conclusion of the current academic semester, trimester, or quarter, as applicable for the Organization.

**3. WALGREEN RESPONSIBILITIES**

**3.1. Supervision.** Walgreen will provide reasonable supervision and feedback to each Participant and to the Organization, including verifying in writing all hours and dates attended by a Participant. Walgreen will promptly report to the Organization the unsatisfactory progress (including without limitation unexcused absences) of any Participant. Walgreen will meet with designated faculty of the Organization as necessary to discuss and evaluate the Program, guidelines, and such other applicable matters with the Program.

\*This form is for pharmacy technician and other non-pharmacist training programs, including general corporate, retail, and operational training programs. This form is NOT to be used for pharmacists, nurse practitioners, physician assistants, or other medical professional clinical programs.

**3.2. Equipment.** Walgreen will make available all required equipment, systems and supplies at the Location, including providing each Participant with sufficient orientation to the equipment and systems at the Location to enable the Participant to perform any tasks assigned.

**3.3. Capacity.** Walgreen will notify the Organization as to the number of Participants it can accommodate for an academic period.

**3.4. Staffing.** Walgreen will maintain at least its normal staffing levels while Participants are present at a Location. In no event will a Participant be expected or allowed to perform services in lieu of staff employees or otherwise displace regular employees.

#### **4. ORGANIZATION RESPONSIBILITIES**

**4.1. Program Coordinator.** The Organization will appoint one (1) faculty member to serve as the primary educational coordinator for the Program (the “**Coordinator**”). The Coordinator will be responsible for the overall management of each Participant’s educational experience while participating in the Program. Either the Coordinator or another faculty or staff member will be on call at all times while Participants are present at any Location in connection with the Program.

**4.2. Permits & Licenses.** The Organization shall maintain, at all times during the Term, accreditation as an educational institution; all licenses and permits necessary to the Program (including without limitation, an application for the applicable pharmacy technician’s license for each Participant, if required by state or local law); and full and unrestricted accreditation of the Program from the applicable accrediting organization as agreed by the parties. The Organization shall promptly notify Walgreen of any adverse change in its accreditation or licensing status.

**4.3. Qualification of Participants.** The Organization shall ensure, through qualified faculty and curriculum, that each Participant is adequately prepared to benefit from his or her placement in the Program, including both classroom and laboratory instruction. A candidate’s preparedness shall be measured by (i) academic performance indicating an ability to understand what the Participant will observe and perform while participating in the Program, (ii) an appreciation of the nature and gravity of the work Participant will observe and perform, and (iii) the candidate’s deportment and conduct as appropriate for the setting.

**4.4. Background Testing and Exclusions Screening.** The Organization will be primarily responsible for selecting each Participant who is to participate in the Program. The Organization will conduct a criminal background check for each Participant, including obtaining, as applicable, information from Federal, State (including the Participant’s state of residence if different from the state in which the Organization is located) and local governmental sources. All background checks shall be conducted in a manner that is consistent with the requirements of the Fair Credit Reporting Act and any applicable state laws and shall include, at a minimum, the following checks: (1) Social Security Number (SSN) verification and validation; (2) name and address history; (3) National Criminal Database; (4) County Felony and Misdemeanor (for minimum of 7-year residence history); (5) National Sexual Offender Registry Search; and (6) OIG Exclusion List Check. If the Organization becomes aware of any criminal, background and drug issues with any Participant in the Program, the Organization must inform Walgreens immediately. If any Participant’s background check reveals a prior criminal record or any other negative material, the Organization and Walgreens will jointly evaluate whether such Participant should remain a candidate for the Program. Walgreens may audit the Organization’s background check process and background check records of Participants placed in the Program. Walgreen’s shall keep the results of all criminal background checks confidential and shall not disclose same. Also, and in accordance with Walgreens Policies and Procedures, if a Participant is placed at a Walgreens location and the location is part of a random drug test, the Participant will also be tested. The Organization will regularly check the OIG Excluded Individuals and Entities Database to verify that each Participant has not been excluded from participation in any Federally funded healthcare programs. Should such Participant become excluded; Walgreens must be immediately notified in writing and Walgreen shall have the right to require Organization to remove such Participant from Walgreens.

**4.5. Preparation and Training.** The Organization will (a) be primarily responsible for the Participants’ learning experiences and provide faculty sufficient to effectively implement the Experiential Learning Program; (b) provide the Participants with objective guidelines and contact information to the supervisors working with the Program; (c) Furnish Walgreen with a schedule of dates and hours for practical experience, as well as a list of names and contact information of participating Participants and faculty; and (d) coordinate with Walgreen personnel for preparation and evaluation of the Program.

**4.6. Compliance.** The Organization will instruct all of its Participants assigned to Walgreen with regard to compliance with all of its rules, regulations, written standards, policies, and standard operating procedures, including but not limited to those relating to the treatment of confidential information of Walgreen and its customers, as well as the responsibility and authority of Walgreen’s personnel over patient care and administration. Organization shall instruct all of its Participants regarding that proper attire must be worn at all times in the Location. Prior to the commencement of

participation in the Program, the Organization will also ensure that all Participants and faculty members involved in the Program become familiar with and adhere to all applicable requirements of HIPAA (as defined below) as well as Walgreen's written standards, policies, standard operating procedures, and code of ethics.

**4.7. Access.** The Organization, its faculty, employees, and Participants shall respect and comply with any and all restrictions and requirements related to access to a Location, facility, area, system, record, data, information, equipment, product, or material of Walgreen, its employees, customers, patients, vendors, or contractors, as directed by Walgreen. The Organization agrees that Walgreen, in its sole discretion, may limit, restrict, terminate, or otherwise deny access by the Organization and its Participants, faculty, and employees at any time and upon immediate notice in any manner. Walgreens shall be responsible for limiting, restricting, terminating or otherwise denying access to the Organization and its Participants, faculty and employees.

## **5. PARTICIPANT RESPONSIBILITIES**

At all times while participating in the Program at a Location, all Participants shall adhere to Walgreen's workplace policies, rules and regulations, including those relating to the use of alcohol and other drugs, weapons, dress code, timeliness, patient privacy, confidentiality, and professional conduct; maintain good standing at the Organization, including maintaining a grade point average of 2.0 or higher; and maintain accurate, daily log sheets of all experiential hours.

## **6. INSURANCE**

**6.1. Participant Health Insurance.** The Organization acknowledges that the Participant is not an employee of Walgreen, is not covered under Walgreen's health, dental, vision, or other medical insurance or benefits ("**Health Insurance**"), and Walgreen has no legal obligation to provide Health Insurance to the Participant.

**6.2. Organization Liability Insurance Requirements.** The Organization shall procure and maintain during the Term of this Agreement, at no cost or expense to Walgreen, insurance with the following coverage for the Organization, its faculty and Participants: (a) general liability policy in the amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate per year, and (b) professional liability in the minimum amount of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate per year. Such policy shall specify that the liability coverage with regard to Walgreen under this Agreement is primary and non-contributing. A certificate of such insurance shall be provided to Walgreen within ten (10) days after execution of this Agreement and annually thereafter on the anniversary of the Effective Date.

## **7. INDEMNIFICATION**

**7.1. Indemnity by Organization.** To the fullest extent allowed by law, the Organization shall, during the term of this Agreement, indemnify and hold Walgreen and its employees, agents, directors, officers and affiliated corporations and their respective officers, directors and employees harmless from all legal liability, injury or damage, including reasonable attorney's fees, costs and expenses for injuries, public liabilities, and property damage arising out of the negligent acts of any Participant or Organization employees in connection with the Program; provided however, that the Organization will not indemnify or hold Walgreen harmless for any claims or damages arising from the negligence or willful misconduct of Walgreen. This indemnification provision shall survive the termination of this Agreement for acts that arose while this Agreement was in effect.

**7.2. Indemnity by Walgreen.** To the fullest extent allowed by law, Walgreen shall, during the term of this Agreement, indemnify and hold the Organization and its employees, agents, directors, officers and affiliated corporations and their respective officers, directors and employees, and Participants harmless from all legal liability, injury or damage, including reasonable attorney's fees, costs and expenses for injuries, public liabilities, and property damage arising out of the negligent acts of Walgreen in connection with the Program; provided however, that Walgreen will not indemnify or hold the Organization harmless for any claims or damages arising from the negligence or willful misconduct of the Organization or any Participant or resulting from the failure of the Organization or any Participant to adhere to the Program and all applicable guidelines described in Paragraph 1 above. This indemnification provision shall survive the termination of this Agreement for acts that arose while this Agreement was in effect.

**7.3. Negligence.** Each party shall be responsible for its own wrongful or negligent acts or omissions or those of its officers, agents, or employees to the full extent allowed by law.

## **8. CONFIDENTIALITY**

**8.1. Definition.** Each party may be given access to the other party's confidential and proprietary information. "**Confidential Information**" shall mean material or information proprietary to either party or designated as Confidential Information by such party (and which is reasonable to be designated as Confidential Information) and not generally known by third parties. Confidential Information includes, but is not limited to, the following types of information and other information of a similar nature (whether or not reduced to writing): the existence and terms of this Agreement; Protected

Health Information (as defined below), patient, customer, employee and student records, including names, addresses, telephone numbers, and other information related to patients, customers, employees, and students; marketing techniques and materials; marketing and development plans and procedures; financial information; proprietary Walgreen information; and proprietary Program design elements.

**8.2. Duty to Protect.** Each party will protect the other party's Confidential Information and will not disclose Confidential Information other than as permitted or required by the Agreement or as required by law. Any disclosures shall be to persons only as needs to be known with such persons being apprised of the confidentiality obligations and willing to comply with the terms of this Agreement.

**8.3. Exclusions.** Confidential Information will not include information which: (a) is or becomes available to the general public through no fault of the party receiving the Confidential Information (the "**Recipient**"); (b) is independently developed by the Recipient as evidenced by Recipient's own records; (c) is rightfully received by the Recipient from a third party without a duty of confidentiality; or (d) is required to be disclosed by court order or as required by law. Before disclosing any Confidential Information under a court order or as required by law, the Recipient shall provide the other party (the "**Injured Party**") reasonable notice and the opportunity to object to or limit such disclosure. In addition to any other rights or remedies available to it at law, in equity, or pursuant to this Agreement (including without limitation the right to terminate the Agreement), the Injured Party shall be entitled to apply for injunctive relief to enforce the terms of this Agreement because the Injured Party may suffer irreparable harm in the event that the Recipient fails to comply with the terms of this Agreement and monetary damages may be inadequate to compensate for such breach.

**8.4. HIPAA Compliance.** Without limiting the foregoing, the Organization shall take all steps reasonably necessary to maintain strict compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320(d) et seq. and regulations promulgated thereunder ("**HIPAA**"). The Program may involve the Participant's exposure to or use of Walgreen Protected Health Information ("**Protected Health Information**"), which shall mean any information created or received by Walgreen, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual, and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. The Organization acknowledges and agrees that all patient records of Walgreen shall be and remain the property of and in the custody of Walgreen, and instruct Participants to comply with Walgreen's policies, restrictions, and requirements to protect the confidentiality of patient records and Protected Health Information. The Participants, the Organization, and its faculty and students will not retain or maintain any Protected Health Information outside of the Location during the Term and may not retain or have access to Protected Health Information or any patient record of any Walgreen patient under this Agreement after participation in the Program.

**8.5. Survival.** The rights and obligations of this Article shall survive the expiration or sooner termination of this Agreement.

## **9. PROGRAM PRACTICES**

**9.1. Recordkeeping.** Each party's respective educational, employment, healthcare and record keeping practices shall conform to all federal, state, and local statutes, ordinances, and rules and regulations. The Organization agrees that it shall accept Participants for placement without regard to race, sex, creed, religion, color, national origin, age, marital status, height, weight, veteran status, disabilities, or other such factors as set forth in accordance with federal, state, and local laws and ordinances. Walgreen will accept Participants into the Program without regard to race, sex, creed, religion, color, national origin, age, marital status, height, weight, veteran status, disabilities, or other such factors as set forth in accordance with federal, state, and local laws and ordinances. Upon reasonable request, each party shall provide the other with any information or certificates which may be required to prove compliance with such statutes, ordinances, and rules and regulations or for licensure, accreditation, and quality assurance purposes.

**9.2. Termination of Participants.** Walgreen shall have the right to terminate, at any time, with or without notice, and in its sole discretion, the training of any Participant whose conduct is unsatisfactory or whose characteristics and activities are detrimental to Walgreen's business or Walgreen's responsibility to provide quality health care. Termination of a Participant must be followed with a written communication to the Coordinator, including a statement of facts describing the Participant's unacceptable conduct that resulted in such termination.

**9.3. No Guaranteed Offer.** Walgreen does not guarantee an offer of employment to any Participant in connection with the Program.

**9.4. No Compensation.** The parties understand and agree that neither party, nor any Participant, will be entitled to compensation hereunder for its participation in the Program. No Participant will be considered an employee of either the Organization or Walgreen as a result of participation in the Program, and neither the Organization nor Walgreen will be responsible for Worker's Compensation coverage with respect to any Participant.

**9.5 Force Majeure.** Neither party shall be responsible for any failure to perform or delay in performing any of its obligations under this Agreement where and to the extent that such failure or delay results from causes outside the reasonable control of the party. Such causes shall include, without limitation, Acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, freight embargoes, civil commotion, or the like. Notwithstanding the above, strikes and labor disputes shall not constitute an excusable delay for either party under this Agreement. The Agreement may be terminated without penalty by the party whose performance has not been affected if non-performance continues for more than thirty (30) days.

**9.6 Headings, Counterparts.** Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this Agreement. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**9.7 Severability.** If any provision contained in this Agreement is held invalid, illegal, or unenforceable, then this Agreement will be construed as if such provision had never been contained herein.

**9.8 Compliance with Laws.** The parties will comply with all applicable laws, ordinances, rules, and regulations governing their respective duties or responsibilities under this Agreement.

**9.9 Independent Contractor.** The parties hereto are independent contractors and have no authority to act for the other party except as expressly provided in this Agreement. Nothing herein shall be deemed to create any association, partnership, joint venture or agency relationship between the Organization and Walgreen. This Agreement shall not be construed under any circumstance to confer any rights or privileges on any third parties, and neither Walgreen nor the Organization shall be under any obligation to any third party by reason of this Agreement or any term thereof.

**9.10 Publicity.** Neither party will use the name(s), trademark(s), or trade name(s), whether registered or not, of the other party in publicity or press releases or advertising or in any manner, including customer lists, without that party's prior written consent. Consent of Walgreen shall not be valid unless obtained from Walgreen's corporate Vice President or Divisional Vice President of Corporate Communications.

**9.11 Conduct.** At all times while present at a Location, the Organization and its employees and students (including the Participants) will comply with all applicable Walgreen policies including without limitation: (i) no smoking; (ii) drug-free environment; (iii) dress code; (iv) non-harassment; (v) all safety and security policies (including a prohibition against weapons), (vi) computer security and use policies; (vii) HIPAA compliance; and (viii) code of conduct.

**9.12 Non-Assignment.** Neither party may assign or subcontract its duties or responsibilities under this Agreement without the prior written approval of the other party.

**9.13 Non-Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of such provision or any other provisions hereof and no waiver shall be effective unless made in writing.

**9.14 Notices.** All notices under this Agreement (excluding routine communications) shall be personally delivered or sent by express, certified, or registered mail, return receipt requested, or via email, in the case of Organization, to the address included on the first page of this Agreement and, in the case of Walgreen, to:

<b><u>Walgreen</u></b> Walgreen Co. 108 Wilmot Road, MS #2107 Deerfield, Illinois 60015 Attn: Sr. Director, Talent Acquisition Email: <a href="mailto:externships@walgreens.com">externships@walgreens.com</a>	<b><u>With a copy sent to:</u></b> Walgreen Co. 104 Wilmot Road, M.S. #1446 Deerfield, Illinois 60015 Attn: Legal Department Email: <a href="mailto:legalnotices@walgreens.com">legalnotices@walgreens.com</a>
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Any questions about this form shall be referred to [externships@walgreens.com](mailto:externships@walgreens.com)

Notices shall be deemed given upon receipt or refusal to accept delivery.

**9.15 Choice of Law/Venue.** This agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey regardless of 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.

**9.16 Entire Agreement.** This Agreement, together with all exhibits attached hereto, represents the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any other agreement or understanding, written or oral, that the parties hereto may have had with respect thereto. No statements, representations, promises or inducements with respect to the subject matter by either party or by any

agent or representative of either party which is not contained in this Agreement shall be valid or binding between the parties. No provision of this Agreement may be modified, waived, or amended except by a written instrument duly executed by authorized representatives of each of the parties hereto. Any such modifications, waivers or amendments shall not require additional consideration to be effective.

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed to be effective as of the date first above written and do each hereby warrant and represent that its respective signatory who has signed this Agreement below is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement. Each Organization shall coordinate via a local area Walgreens Sponsor (“**Local Area Sponsor**”) who shall be responsible for the partnership between Walgreens and the Organization.

**ORGANIZATION**

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Email: \_\_\_\_\_

**WALGREEN CO.**

Signature: \_\_\_\_\_  
 Name: Chrissy Holmer  
 Title: Senior Director Talent Acquisition  
 Date: \_\_\_\_\_

**WALGREEN CO. LOCAL AREA SPONSOR**

Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Email address: \_\_\_\_\_

APPROVED BY DEPARTMENT	
CONTRACTS LEGAL	BY: _____
TALENT ACQUISITION & DIVERSITY SERVICES	BY: _____
	BY: _____

## **EXHIBIT A**

List of schools, colleges, campuses, locations, and divisions of Organization covered under the Agreement for participants from the Organization. Each should be listed with applicable details for name, address, primary contact with contact information, and such other relevant details for Program.



**Memorandum of Understanding  
between Camden County Community  
College, Hudson County Community College,  
Sussex County Community College and  
the Driven by Success Coalition**

This Memorandum of Understanding (MOU) is entered into between Camden County Community College (CCC), Hudson County Community College (HCC), Sussex County Community College (SCC) and the partners of the Driven By Success Coalition (African American Chamber of Commerce of New Jersey (AACCNJ), Minority Professional Truckers Association (MPTA), Task Force Movement (TFM), and Dixon Center for Military and Veterans Services (Dixon Center) as of **TBD**.

**I. BACKGROUND**

With the support of NJ Pathways to Career Opportunities Initiative, the Driven by Success Coalition has partnered with Camden County Community College, Hudson County Community College, and Sussex County Community College on the CDL Pathways Initiative.

This initiative provides aspiring and current owner-operators with the essential knowledge and skills to successfully manage a trucking business. Covering key topics such as business structures, financial management, safety compliance, marketing strategies, technology integration, and personal well-being, students will gain a comprehensive understanding of what it takes to thrive in the transportation industry.

Through a combination of lectures, hands-on exercises, and real-world case studies, students will learn how to establish a sustainable business, maintain regulatory compliance, optimize logistics through technology, and implement effective sales and marketing strategies. Additionally, the course emphasizes risk management, insurance, and work-life balance to ensure long-term success.

The **New Jersey Pathways to Career Opportunities Initiative** aims to align education with the evolving needs of employers by fostering collaboration among industry leaders, educational institutions, and workforce development partners. This initiative seeks to provide students and workers with structured pathways to acquire the skills necessary for emerging careers, ensuring that employers have access to a highly skilled workforce to meet critical labor market demands.

**Partners in the Driven by Success Coalition:**

The **African American Chamber of Commerce of New Jersey (AACCNJ)**, the only accredited chamber in NJ, and the only accredited African American chamber in the U.S. Chamber of Commerce Federation, seeks to economically empower and sustain African American communities, facilitating entrepreneurship and free enterprise activity within the state of NJ, with direct outreach programs.

The **Minority Professional Truckers Association (MPTA)** impacts the trucking and transportation industry for minority professionals by utilizing innovative ideas, cutting-edge technology and expanding opportunities for the organization through leadership, development, education, training, and providing benefits and resources.

**Task Force Movement (TFM)** aims to bring life cycle experts, industry stakeholders and specialists together to create recommendations and quickly operationalize solutions to advance career pathways for transitioning veterans across the country.

The mission of **Dixon Center for Military and Veterans Services (Dixon Center)** is to ensure our veterans and military families can succeed where they live and that every organization, across all sectors of society, effectively integrates veterans and their families into their organization and existing programs.

**Brief description of each of the community college partners:**

**Camden County College** provides high-quality, affordable and accessible education and training to a diverse community.

**Hudson County Community College** provides its diverse communities with inclusive, high-quality educational programs and services that promote student success and upward social and economic mobility. As one of the nation's leading and most diverse urban community colleges, we aspire to offer consistently best-practice, transformative educational and economic opportunities for our students and all residents of Hudson County.

**Sussex County Community College** provides a dynamic college experience to a diverse community of students that supports the economic prosperity of the region through lifelong learning, and high-quality academic and occupational programs, in an accessible and supportive environment to ensure student success.

All parties to this MOU share the same values of diversity, inclusiveness, and equality and share the noble purpose of making the lives of those from underrepresented communities, including women and veterans, better. All parties will combine efforts to create educational opportunities to prepare individuals to be competitive owner/operators in the trucking industry in New Jersey. These are career pathways that allow New Jerseyans to create opportunities for themselves and their families while contributing to a vibrant, dynamic economy in New Jersey.

**II. PURPOSE:**

All parties recognize they are independent and separate organizations with their own distinct and separate missions, goals, and purposes, but believe that through this collaboration they will more effectively address current challenges and meet future needs.

In consideration of the shared principles that all parties share, this agreement will establish a strategic collaboration to advance their missions in sharing knowledge, information, and best-in-class practices that will enable New Jerseyans from different and diverse communities and their families to thrive where they live by building partnerships, sharing innovations, and connecting participants with access to high-quality educational opportunities.

This agreement will focus on providing education and training to individuals, preparing them to be successful trucking owner/operators in New Jersey. All parties will also look for opportunities to expand beyond this initial work to accomplish our shared goals of diversity and inclusiveness and making the lives of New Jerseyans and their families better.

**III. OBJECTIVE/STRATEGIC GOALS**

**Objective:**

To provide comprehensive training, education, and business development support to aspiring and current trucking owner/operators in New Jersey, with a focus on empowering underserved communities, including veterans, women, and minority populations.

**Strategic Goals**

**1. Develop and Deliver Industry-Recognized Training Programs:** Establish and align CDL, logistics,

and trucking business management curricula across the colleges to ensure standardized, industry-recognized training that meets the needs of New Jersey's trucking industry.

**2. Increase Minority, Women, and Veteran Participation in Trucking:** Conduct targeted outreach and community engagement to recruit individuals from underrepresented communities, including women and veterans, promoting diversity, equality, and inclusion in the trucking sector.

**3. Provide Wraparound Support Services for Student Success:** Partner with veteran service organizations and community-based agencies to provide financial aid assistance to eligible applicants, transportation, counseling, and mentorship throughout participants' educational and career journeys.

**4. Build an Entrepreneurial Pathway for Owner/Operators:** Offer business planning, financial literacy, licensing opportunities, and compliance training to help drivers successfully launch and sustain independent trucking operations.

**5. Strengthen Industry Partnerships and Job Placement Pipelines:** Collaborate with logistics companies and local employers to create mentorship opportunities for graduates of this initiative.

**6. Create a Sustainable, Scalable Model for Workforce Development:** Develop a data-sharing framework to measure impact and replicate the model across other counties and industries within New Jersey's supply chain ecosystem.

#### IV. RESPONSIBILITIES OF PARTNERS

The parties agree to the following general roles and responsibilities under this MOU. This MOU only serves as a framework for coordination and collaboration and thus is non-binding on all parties involved.

**1. Participate in Regular Planning and Coordination Meetings:** Each partner agrees to actively engage in scheduled meetings, share updates, and contribute ideas to ensure alignment of efforts, coordination of resources, and achievement of shared goals.

**2. Share Information and Best Practices:** All parties commit to openly exchanging relevant data, insights, and lessons learned that may improve program design, delivery, or outcomes, while respecting confidentiality and proprietary information.

**3. Promote the Program Within Their Networks:** Each organization will support outreach efforts by promoting the initiative through their respective communication channels, networks, and events to help attract participants, partners, and supporters.

**4. Collaborate on Program Improvement and Innovation:** Partners agree to provide constructive feedback and collaborate on continuous improvement efforts, including refining curricula, support services, and outreach strategies to better serve participants.

#### V. USE OF NAME/LOGO

**All parties** will allow each other permission to use the other party's names and logos on social media, on their respective websites, and collateral during presentations to promote the collaboration under this MOU upon prior written approval of the respective party. All parties agree that the use of the other's name and/or logo shall be done in compliance with the quality standards set by the other for use of its own marks.

#### VI. TERM AND TERMINATION

Any party(ies) may terminate their involvement in this MOU at any time, for any reason or no reason.

This Agreement is agreed to and executed as of the date all parties have signed.

Name/Title/Organization/Signature of all parties to the agreement.



## MEMORANDUM OF UNDERSTANDING

### Addendum

Between

Hudson County Community College

and

Dimension RE LLC

June 1, 2025 – November 30, 2025

### **Description**

Hudson County Community College (“HCCC”) and Dimension RE LLC (“Dimension Energy”) are parties to an Agreement HCCC will develop and deliver a Solar Training workforce course (“Course” or “training program”).

The parties wish to amend the Agreement to include the following provisions:

### **Roles and Responsibilities**

It is agreed that the following will be the roles and responsibilities of the partner organizations:

#### **Dimension Energy**

- a) Will assign an individual to be the main contact for the training program.
- b) Will consult with HCCC to finalize the workforce training schedule.
- c) Will provide a Career Guide curriculum that is aligned with the training that will be delivered by HCCC.
- d) Will provide marketing materials to be used for student recruitment.
- e) Will provide introductions to solar employers who are interested in hiring students who complete the training program.
- f) Will fund one cohort of up to 15 students to complete the HCCC Solar Training workforce course, provide student stipends, and fund a Student Success Coach. Details to be mutually agreed upon by Dimension Energy and HCCC prior to HCCC’s commencement of work to develop the training program, and pay the vendor directly for the Solar installation portion of the training.

#### **Hudson County Community College (HCCC)**

- a) Will assign an individual to be the main contact for the training.
- b) Agrees to consult with Dimension Energy regarding the workforce training program schedule.
- c) Will develop a customized solar training workforce program based on the Dimension Energy training needs and requirements as provided by Dimension Energy.
- d) Will provide in-person, virtual, or hybrid instruction for the solar training workforce program. The ultimate instruction modalities shall be determined in HCCC's discretion.
- e) Will provide a certificate of completion to students who have successfully completed the program.
- f) Will provide all the materials required for the class, which shall be included in the cost of tuition.
- g) Will adhere to the training schedule, which is planned to begin in June 2025. Any changes will be made in consultation with the Dimension Energy.
- h) Will provide training for up to 15 students in the solar training workforce course.
- i) Will recruit and hire an instructor(s) for the HCCC portion of the training program.
- j) Will work with students to assist in retention, completion, and job placement.
- k) Will disburse the student stipends, based on a schedule mutually agreed upon between Dimension Energy and HCCC.
- l) Will pay tuition for the New Jersey Reentry Corporation students who enroll in the course.

### **Invoicing**

- a) HCCC will invoice Dimension Energy for the cost of the Student Success Coach at \$19,000, and the total amount of student stipends to be determined by student enrollment. Dimension Energy agrees to pay this amount within thirty (30) days of receipt of an invoice from HCCC. Any amount which remains unpaid following the thirty (30) day period shall bear interest at the rate of 1.5% per month. Further, if it becomes necessary for HCCC to commence an action to collect any unpaid amount, Dimension Energy agrees that it shall be responsible for all of HCCC's costs of collection, including, without limitation, court costs and attorneys' fees.
- b) As a condition precedent for HCCC performing its obligations hereunder, Dimension Energy agrees to pay HCCC: the total amount of \$15,000 for stipends upon commencement of the training program, and the total amount for the Student Success Coach upon signing the agreement.

### **Dispute Resolution**

- a) Any and all claims, disputes, or other matters in question between HCCC and Dimension Energy arising out of or relating to this Agreement or alleged breach thereof, or the services provided thereunder, shall be subject to and determined exclusively by the Superior Court of New Jersey venue in Hudson County, New Jersey.

### **Governing Law**

- a) This Agreement shall be governed by and in accordance with the laws of the State of New Jersey, without references to any choice of law or conflicts of laws, and provisions therein.

- b) The rights of HCCC or Dimension Energy under this Agreement are personal to each party, and neither party shall assign, transfer, hypothecate, or otherwise assign its rights or delegate its duties under this Agreement, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the other party to this Agreement.

### **Notices**

- a) Any notices required or permitted to be given pursuant to the terms of this Agreement shall be sufficiently given when delivered personally, by courier services (such as Federal Express) or when received (or receipt refused) when sent by certified mail, return receipt requested, addressed to each party as follows:

#### Dimension Energy:

Dimension RE LLC  
3050 Peachtree Rd NW  
Ste 350  
Atlanta, GA 30305  
Attention: General Counsel

#### As to the HCCC:

Hudson County Community College  
26 Journal Square  
Jersey City, New Jersey 07306  
Attention: Jeff Roberson, Director of Contracts and Procurement

### **Provisions and Amendments**

- a) This Memorandum of Understanding contains all provisions agreed upon by the parties. Any amendment to this Memorandum of Understanding must be in writing and signed by either parties or their duly authorized representative. It is further understood that the term of this agreement is for the period of June 1, 2025 – November 30, 2025, and shall not automatically renew. Any continuation, renewal or extension is subject to a new agreement or further amendment to the underlying Agreement between the parties.
- b) All other terms and conditions of the underlying Agreement shall remain in full force and effect.

Dimension RE LLC

Hudson County Community College

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Agreement Between  
Hudson County Community College  
and  
New Jersey Reentry Corporation  
June 11, 2025 – February 11, 2026  
Addendum  
Summer Training Institute Year 3**

This addendum to the parties general partnership agreement (this addendum is hereafter referred to as “Agreement”), effective as of June 11, 2025, is between Hudson County Community College (HCCC) with offices located at 70 Sip Avenue, Jersey City, New Jersey 07306, and the New Jersey Reentry Corporation (NJRC) headquartered at 591 Summit Avenue, 6<sup>th</sup> Floor, Jersey City, NJ 07306, and operating the Governor’s Reentry Training & Employment Center, located at 195 Campus Drive Kearny, New Jersey 07032. (HCCC and NJRC are each individually a “party” and collectively “parties”)

In consideration of the mutual promises and covenants set forth herein, and intending to be bound thereby, the parties agree as follows:

**Description – Summer Training Institute Year 3**

This innovative program will provide 380 court-involved young adults, ages 18-25, with comprehensive job training and industry-recognized credentials that will ready them for a variety of in-demand and family-sustaining careers. Participants will have the opportunity to take courses on general construction and forklift operation while earning OSHA 30 certification. Participants can also courses on Phlebotomy Technician training, CPR, Solar Installation, Welding, and Peer Recovery Specialist (a professional who has successfully completed the recovery process and now helps others going through the same process). Additionally, they can learn Microsoft Basics. To the extent that NJ Pathways approves and funding is available, alternate training programs can be offered, with agreement by both HCCC and NJRC.

HCCC will evaluate the training programs to determine if credit can be articulated towards an academic certificate or degree.

**Partnership Activity: Administer Funds from NJ Pathways for the Summer Institute**

**I. Purpose and Goals**

The primary objective of the Agreement for the Partnership Activity is to establish a partnership between the Hudson County Community College (HCCC) School of Continuing Education and Workforce Development (CEWD) and the New Jersey Reentry Corporation (NJRC) whereby HCCC CEWD will be the administrative lead for the NJ Pathways funding

for the Summer Training Institute as well as deliver Certified Phlebotomy Technician training, Certified Welder training, and Computer Basics training.

## **II. Institutional Responsibilities**

It is agreed that the following will be the roles and responsibilities of the participating organizations:

### **New Jersey Reentry Corporation (NJRC)**

- a) NJRC will provide information required to comply with monthly reporting for NJ Pathways and any additional requests for information.
- b) NJRC agrees to provide classrooms for training onsite at the Training and Employment Center for the Summer Institute, provided by Safety4Safety, Solar One, and Mainstream Recovery.
- c) HCCC will provide Certified Phlebotomy Training, Certified Welder Training, and Computer Basics at a mutually determined location.
- d) NJRC agrees to recruitment of court-involved young adults for all training classes and notification of clients to assure that members are in attendance during the assigned times.
- e) NJRC agrees to allow HCCC the right to interview clients prior to enrollment and make the final decision on registration in consultation with NJRC.
- f) NJRC agrees to adhere to HCCC's minimum number of students required to run a course and understands that the course may be canceled if this minimum is not met. HCCC will clearly communicate expectations regarding the minimum number of students required for a course to run.
- g) NJRC agrees to obtain required documentation for NJ Pathways or other grant documentation requirements.
- h) NJRC agrees to provide HCCC with the curriculum for each of the training classes included in the Summer Training Institute for the purposes of determining if credit can be articulated.
- i) NJRC shall be responsible for its actions as well as the actions of its members, employees, agents, representatives, and anyone taking classes. NJRC agrees to defend, indemnify and hold HCCC harmless from any and all third-party claims brought against, HCCC, its employees, administrators, trustees, agents, and representatives, to the extent caused by the negligent acts of NJRC, its members and anyone taking classes.

### **Hudson County Community College, Continuing Education and Workforce Development (HCCC)**

- a) HCCC agrees to consult with NJRC regarding training course schedules.
- b) HCCC will provide classroom-based instruction in Certified Phlebotomy and Certified Welder and Computer Basics.
- c) HCCC will hold the training classes at a mutually determined location.
- d) HCCC will develop and/or provide curricula for each HCCC led training class requested.

- e) HCCC will record and maintain student attendance for HCCC led courses.
- f) HCCC will provide final evaluations and certificate of completion for those who successfully complete HCCC led programs.
- g) HCCC will evaluate curriculum of training classes in the Summer Training Institute to determine if credit can be articulated.
- h) HCCC shall be responsible for its actions as well as the actions of its members, employees, agents, representatives, and staff conducting the classes. HCCC agrees to defend, indemnify, and hold NJRC harmless from any and all third-party claims brought against, NJRC, its employees, administrators, directors, trustees, agents, and representatives, to the extent caused by the negligent acts of HCCC, its members and staff conducting the classes in performing its responsibilities under this Agreement.

### **III. Contingency**

This Agreement is contingent upon HCCC's receipt of the NJ Pathways funding.

### **IV. Payment**

- a. The budget for the Summer Training Institute has been submitted for approval (see Attachment 1).
- b. HCCC CEWD and NJRC will work collaboratively to use the available funding stream to cover the cost of training and instruction provided by NJ Pathways where possible.
- c. NJRC is responsible for the payment of tuition for courses where HCCC is the training provider, under this agreement. Fees and/or costs for any training program will be determined in advance of the course.
- d. HCCC shall be responsible for payment to NJRC through the NJ Pathways funding for NJRC invoices to HCCC received in accordance with Attachment 1 under this agreement.

### **V. Shared Responsibilities of Parties**

- 1. HCCC and NJRC will work collaboratively to support and effectively administer this agreement in the best interest of the students.
- 2. HCCC and NJRC will regularly communicate regarding changes in program requirements and any other relevant issues and / or concerns.
- 3. HCCC and NJRC agree to promote this Agreement in appropriate publications and at recruitment and outreach activities.
- 4. NJRC agrees to distribute information provided by HCCC to its clients regarding the educational offerings provided by HCCC.
- 5. To the extent allowable by applicable law, except as may be set forth elsewhere in this Agreement, each institution hereby assumes all risks of personal injury, property damage, and third-party claims attributable to the negligent acts or omissions of that institution and the officers, employees, agents and clients thereof.
- 6. NJRC agrees to provide office space for an on-site HCCC representative at the Training and Employment Center to meet with students.

7. The parties agree that HCCC's code of conduct shall be applicable to the courses and instruction offered directly by HCCC under this Agreement as if said code of conduct was developed and implemented for this Agreement, and that HCCC shall be entitled to enforce same against any court-involved young adults who violates the code of conduct, including the removal of any court-involved young adults that violated the code of student conduct.

## **VI. Dispute Resolution**

Any and all claims, disputes, or other matters in question between HCCC and the NJRC arising out of or relating to this Agreement, the services provided thereunder, or the alleged breach thereof, exclusively shall be subject to and determined by the Superior Court of New Jersey venued in Hudson County, New Jersey.

## **VII. Governing Law**

This Agreement shall be governed by and in accordance with the laws of the State of New Jersey, without references to any choice of law or conflicts of laws provisions therein.

## **VIII. Assignment**

The rights of HCCC or the NJRC under this Agreement are personal to each party, and neither party shall assign, transfer, hypothecate, or otherwise assign its rights or delegate its duties under this Agreement, whether voluntarily, involuntarily, or by operation of law, without the prior written consent of the other party to this Agreement.

## **IX. Notices**

Any notices required or permitted to be given pursuant to the terms of this Agreement shall be sufficiently given when delivered personally (or receipt refused), by courier services (such as Federal Express) or certified mail, return receipt requested, addressed to each party as follows:

As to NJRC:

NJRC  
195 Campus Drive  
Kearny, New Jersey 07032  
Attention: Michael Hayek, Director, Governor's Training and Employment Center  
cc: Rahat A. Chatha, Chief Legal and Compliance Officer  
New Jersey Reentry Corporation  
591 Summit Avenue, Suite 605B  
Jersey City, NJ 07306

As to the College:

Hudson County Community College  
26 Journal Square  
Jersey City, New Jersey 07306  
Attention: Jeff Roberson, Director of Contracts and Procurement

## **X. Provisions and Amendments**

This Memorandum of Understanding contains all provisions agreed upon by the parties. Any amendments to this Memorandum of Understanding must be in writing and signed by either parties or their duly authorized representative.

## **XI. Agreement Review**

The term of this Agreement shall be for eight months, from June 11, 2025 through February 11, 2026. Prior to the expiration of this Agreement, the Parties shall meet to review the terms of the Agreement for the purposes of entering into a new agreement.

Representatives of HCCC and representatives of NJRC will meet annually to address areas of mutual concern, including but not limited to, sharing of recommendations regarding the content and implementation of this Agreement, and curriculum and programmatic changes.

This agreement represents the entire agreement between HCCC and NJRC through their authorized agents and will be deemed fully executed on the date of the last signature. All negotiations, oral agreements, and understandings are merged herein and any change(s) in the terms must be made in writing and signed by all parties.

This Agreement may be terminated by either Party upon ninety (90) days' written notice to the other Party. All classes then in effect as of the date of termination will be allowed to continue and such termination shall take effect at the end of such classes.

## **XII. General Provisions:**

- a. Neither party shall have the right to assign this agreement without the prior written consent of the other party.
- b. This agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. No modification hereof shall be binding upon any of the parties hereto unless made in writing and signed by the parties.
- c. The parties are not and shall not be considered partners and are not agreeing to a joint venture. The execution of this agreement does not, and shall not, constitute a partnership or a principal/agent relationship between the parties hereto.
- d. Each party represents to the other that the persons signing this agreement have the full authority to do so.

- e. The parties may execute this agreement in counterparts, each of which shall have full legal force and effect.
- f. If any provision of this agreement shall be held invalid by a court of law for any reason, the remaining provisions shall remain in full force and effect.
- g. This agreement may not be waived, changed, modified, or altered, except by an instrument signed by both parties, unless otherwise provided for in this agreement

**X. Signatures**

New Jersey Reentry Corporation

Hudson County Community College

By: \_\_\_\_\_  
Governor James McGreevey, Chairman

By: \_\_\_\_\_  
Dr. Christopher M. Reber, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date