



HCCC|SPU CONNECT TRANSFER PROGRAM MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into by and between Hudson County Community College (HCCC), hereinafter referred to as "HCCC," and Saint Peter's University, hereinafter referred to as "SPU," to establish the HCCC CONNECT Transfer Program, hereinafter referred to as "CONNECT."

PURPOSE:

The purpose of this MOU is to establish a formal partnership between HCCC and SPU to administer the HCCC|SPU CONNECT Transfer Program (CONNECT). The CONNECT program will ensure HCCC graduates in CONNECT programs have a seamless transfer experience from HCCC to SPU to facilitate the attainment of a bachelor's degree.

TERMS OF AGREEMENT:

1. HCCC and SPU will collaborate to identify program maps that will facilitate the transfer of credits, limiting excess credit accumulation at both institutions.
2. HCCC and SPU will develop joint admission standards for the CONNECT program.
3. HCCC and SPU will develop a plan for academic advising and support at both institutions for students enrolled in the program.
4. HCCC and SPU will establish a timeline and process for the automatic transfer of credits and other applicable records from HCCC to SPU.
5. HCCC and SPU will work together to promote the CONNECT Program to prospective and current students.
6. HCCC and SPU will establish procedures for the sharing of campus resources and student support services, including, but not limited to, housing, student activities, and sporting events at SPU.
7. HCCC and SPU will establish data and information-sharing procedures among their staff.
8. HCCC and SPU will conduct regular evaluations of the program to assess its effectiveness and make necessary adjustments.

RESPONSIBILITIES:

1. HCCC and SPU will be responsible for providing courses and academic advising to students enrolled in the program based on established academic program pathways.
2. SPU will dedicate staff to administering the CONNECT program. The staff will maintain presence on both campuses.
3. HCCC and SPU will work together to develop application and communication processes.
4. Once per year, HCCC and SPU will review academic program pathways to ensure their accuracy and make necessary updates.
5. HCCC and SPU will work together to ensure that students enrolled in the CONNECT program receive the necessary academic support and resources to succeed.

STUDENT ELIGIBILITY:

1. HCCC and SPU will jointly develop eligibility requirements.
2. Students who meet the eligibility criteria will be granted joint admission to HCCC and SPU.
3. All admission application fees will be waived for CONNECT students.
4. Students who are admitted to SPU through this agreement will be required to complete a FAFSA (if applicable) and additional applications for scholarships, grants, or other financial assistance offered by SPU.

DURATION:

This MOU will be in effect for a period of five years from the date of signing. Upon the expiration of this MOU, HCCC and SPU may renew the agreement in writing.

AMENDMENTS:

This MOU may be amended by mutual written agreement of HCCC and SPU.

TERMINATION:

This MOU may be terminated by either party upon thirty (30) days written notice to the other party.

SIGNATURES:

This MOU shall be executed in duplicate originals, with each party retaining one original. This MOU shall become binding upon signature by the authorized representatives of both parties.

Hudson County Community College

Saint Peter’s University

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Memorandum of Understanding
Between
The Trustees of the Stevens Institute of Technology
and
Hudson County Community College

This Memorandum of Understanding (MOU) serves to formalize the collaboration between Stevens Institute of Technology, herein referred to as "Stevens," and Hudson County Community College, a community college located in Hudson County organized under the laws of the State of New Jersey, herein referred to as the "ACES Community College Partner".

1. Purpose

- 1.1 The primary objective of this MOU is to establish a framework for collaboration between Stevens and the ACES Community College Partner in promoting academic excellence and educational opportunities and services for students transferring from the ACES Community College Partner to Stevens.
- 1.2 Stevens seeks to identify academically talented students from the ACES Community College Partner and provide them with exceptional support and resources to pursue degree programs at Stevens.
- 1.3 This MOU provides a structure through which transfer articulation can be supported.
- 1.4 This MOU is intended to be an expression of the parties' intent and not a legally binding agreement.

2. Benefits to the ACES Community College Partner

- 2.1 Articulation Agreement Development: Stevens can work with the ACES Community College Partner to identify majors of interest to develop detailed articulation agreements that map courses, prerequisites and standards to ensure students know exactly how their academic work will be recognized at Stevens.
- 2.2 Course Eligibility: Enrolled eligible Stevens students from the ACES Community College Partner can have the opportunity to take a course during the winter intersession or summer semester at no additional cost in consultation with their Stevens academic advisor.
- 2.3 Research Participation: Stevens and the ACES Community College Partner may collaborate to engage students in interdisciplinary educational and research initiatives.
- 2.4 Financial Aid Eligibility: Admitted eligible Stevens students from the ACES Community College Partner may be eligible for exclusive early application scholarships for high-achieving students as well as financial aid counseling sessions to guide students through funding options and scholarship applications.
- 2.5 Recruitment and Campus Engagement: The ACES Community College Partner can collaborate with Stevens to engage ACES Community College Partner students, staff and advisors through Stevens events that highlight Stevens academic programs, campus opportunities, and advising and application support.
- 2.6 Ongoing Invitations and Collaborations: The ACES Community College Partner can receive consideration for potential future collaborations for grants, student research and other partnership opportunities.
- 2.7 Additional Benefits: Additional benefits may be identified by either party throughout the MOU period. Should the benefit be significantly different from the benefits previously listed, the benefit must be submitted as an amendment to this MOU with the written consent of both parties.

3. Expectations of the ACES Community College Partner

- 3.1 Student Recruitment: Collaborate with Stevens staff to recruit high-achieving transfer students from the ACES Community College Partner for Stevens academic programs.
- 3.2 Student Participation: Ensure ACES Community College Partner students participate in Stevens events and campus visits, facilitating exposure to academic and career opportunities.
- 3.3 Promote Stevens Visits: Promote on-site visits to their students and other opportunities to engage with Stevens.
- 3.4 Curriculum Development and Support: Provide Stevens with course syllabi to help streamline and expedite the transfer pipeline and credit evaluation processes.
- 3.5 Feedback and Reporting: Complete a feedback form distributed by Stevens which will be accessible throughout the MOU period.
- 3.6 Additional Expectations: Additional expectations may be identified by either party throughout the MOU period. Should the expectation be significantly different from the expectations previously listed, the expectation should be submitted as an amendment to this MOU with the written consent of both parties.

4. Implementation

- 4.1 The implementation of collaborative activities outlined in this MOU will be overseen by designated representatives from Stevens and the ACES Community College Partner.
- 4.2 Regular communication and coordination between Stevens and the ACES Community College Partner will be maintained to ensure the successful implementation of shared initiatives.
- 4.3 Upon request, Stevens and the ACES Community College Partner may share information limited by applicable law including FERPA.
- 4.4 The ACES Community College Partner will utilize Stevens' Branding Resources (<https://www.stevens.edu/universityrelations/expertise/brandmanagement/branding-resources>) when referencing the Stevens name or logo in any program and promotional materials and will share the materials with the Stevens Contact for review and approval prior to any publication.

5. Contacts

- 5.1 Stevens will designate a staff member ("Stevens Contact") who will serve as the primary contact person to coordinate Stevens' activities under this MOU. The current Stevens Contact is Christina Dzwonczyk, Project and Operations Manager, cdzwoncz@stevens.edu.
- 5.2 The ACES Community College Partner will designate a staff member (the "ACES Community College Partner Contact") who will serve as the primary contact person to coordinate the activities of the ACES Community College Partner under this MOU. The current ACES Community College Partner Contact is **NAME, TITLE, EMAIL**.

6. Duration and Review

- 6.1 This MOU shall continue for an initial period of two (2) years from its date of execution.
- 6.2 Should either party deem the collaboration to no longer be mutually beneficial, either party can terminate with 60 days' written notice to the other.
- 6.3 Upon expiration, this MOU may be renewed by mutual written agreement of both parties, subject to review and evaluation of collaborative efforts.
- 6.4 This MOU may be amended with the written consent of both parties.
- 6.5 This MOU is a non-binding MOU. In the future, the parties may elect to enter into a legally binding agreement.

The parties have executed this Memorandum of Understanding as of the dates shown below:

For Stevens Institute of Technology:	For the ACES Community College Partner:
[Signature]	[Signature]
Cindy Chin	[Name]
Vice President for Enrollment Management	[Title]
[Date]	[Date]

COLLEGE READINESS NOW XII PROJECT
OF THE NEW JERSEY COUNCIL OF COUNTY COLLEGES
Supported by the New Jersey Office of the Secretary of Higher Education

COLLEGE READINESS NOW XII PROJECT AGREEMENT

BETWEEN

THE NEW JERSEY COUNCIL OF COUNTY COLLEGES, NJCCC

and

HUDSON COUNTY COMMUNITY COLLEGE, Recipient

I. RECITALS

The New Jersey Council of County Colleges and the Office of the Secretary of Higher Education have entered into a Memorandum of Understanding for the implementation of the College Readiness Now XII Project. Commencing in July 2025 and concluding no later than August 20, 2026, approved projects will be established between community colleges and selected local school districts. By entering into this Project Agreement the Recipient agrees to be bound by the terms and conditions set forth or referenced in the Memorandum of Understanding and this Project Agreement including the program goals, programmatic responsibilities, funding, audit requirements, recordkeeping and retention, and grant acknowledgments in dissemination of project materials.

II. DEFINITIONS

The following terms shall have the meanings described below:

“NJCCC” shall mean the New Jersey Council of County Colleges.

“OSHE” shall mean the New Jersey Office of Secretary of Higher Education.

“Recipient” shall mean the County College receiving funds.

“MOU” shall mean the Memorandum of Understanding (master grant agreement) entered into between the OSHE and NJCCC.

“RFP” shall mean the Request for Proposals issued by NJCCC.

“Recipient Proposal” shall mean the written proposal submitted by Recipient in response to the RFP and approved by the OSHE.

III. PROJECT CONTRACT PROVISIONS INCORPORATED BY REFERENCE

The MOU provides project contract provisions and conditions between the State of New Jersey, Office of the Secretary of Higher Education and the New Jersey Council of County Colleges. The terms of this Project Agreement remain subject to compliance with the terms and conditions of the MOU, the RFP, and the Recipient’s Proposal.

IV. DOCUMENTATION REQUIREMENTS

Recipient will maintain records that adequately identify the source and application of funds, the services rendered, and the individuals served. Recipient will provide source documents to the NJCCC within five (5) working days of request. Source documents include both program and accounting records. Program source documents include but are not limited to student contact and enrollment forms; event/session/seminar sign-in sheets; course attendance records; program schedules; event evaluation forms; and diagnostic instruments and results. Accounting source documents

include, but are not limited to, general ledgers, paid bills, cancelled checks, payrolls, and time and attendance records.

Recipient will maintain and make available for audit purposes project personnel records to document calculations of time and effort expended to implement Recipient's Proposal.

V. PROGRAM PRIORITY

Using an assessment tool, Recipient's Proposal must identify students in the 9th, 10th, 11th, and/or 12th grade who are not likely to be college ready in math and/or English (and college ready students if using an accelerated learning approach) by the time of high school graduation. Recipient shall be responsible for defining and documenting the methodology utilized to identify students who are living below the applicable poverty line, and who shall be given the highest priority.

VI. PROJECT OR BUDGET MODIFICATIONS

Upon approval by the NJCCC, Recipient may transfer up to \$10,000 of the Grant Sum within the line items of the project budget. Transfers exceeding \$10,000 require approval from OSHE.

VII. GRANT FUNDING

Subject to program approval by the NJCCC, the NJCCC has allocated and will pay Recipient the sum of \$36,765. ("Recipient's Grant Award") toward funding of Recipient's approved project budget. Recipient's Grant Award will be paid by the NJCCC upon successful submission of the Grant Reimbursement Form. Recipient agrees to promptly notify the NJCCC in writing in the event it becomes apparent that Recipient will not require or expend the full Grant Award for Recipient's project. Upon receipt of such notification the NJCCC reserves the right to reallocate the excess Grant Award to College Readiness Now XII projects approved by OSHE to other community colleges. All Grant Award monies must be spent and accounted for by June 30, 2026.

Recipient agrees that any funds received under this Grant Award will not be used to supplant funds normally budgeted for programs or services of the same or similar type.

XII. PROGRAM GOALS AND RECIPIENT PROGRAMMATIC RESPONSIBILITY

A. Using an assessment tool, colleges must identify students in the 9th, 10th, 11th and/or 12th grade who are not likely to be college ready in math and/or English (and college ready students if using an accelerated learning approach) by the time of high school graduation. Highest priority must be given to students who are living below the poverty line applicable to the individual's family size (as determined under section 673(2) of the Community Service Block Grant Act).

B. Colleges must incorporate a student success component into the program such as a student success course, series of workshops, or equivalent, to expose students to the college experience, assist students with developing effective study strategies, and engage in career exploration.

C. Colleges must implement the program between July 1, 2025 and August 20, 2026. All monies must be spent or encumbered by June 30, 2026.

D. Colleges must complete interim and final reports that provide the following information: numbers of students served at each school, high school partners, program overview, financial records, and evaluation of program effectiveness.

E. Colleges must provide the program at no cost to the student.

XII. INTERIM AND FINAL STATUS REPORTS

No later than February 27, 2026 Recipient shall submit in writing to the NJCCC an interim project status report utilizing the report template furnished by the NJCCC. No later than August 28, 2026 Recipient shall submit in writing to the NJCCC a final project status report utilizing the report template furnished by the NJCCC.

The reports shall describe (a) the extent to which Recipient's Proposal has been implemented, (b) itemization by category of the grant related expenditures to date, (c) information about the students served and partner schools, (d) the methods used to identify students living below the poverty level, (e) the methodology for serving them, topics presented, success rates, (f) enrollment data of students and (f) evaluation of the impact of the project on the college readiness of the student participants.

XII. DISSEMINATION

All public events, activities, curricular materials, press releases and other documents produced with these funds, or describing the College Readiness Now XII project must clearly state:

1. The College Readiness Now XII funding is administered by the OSHE and the OSHE is a partner in the "College Readiness Now XII" project.
2. Any publication, including web pages and recruitment materials, shall contain the following statement:

"The contents of this (insert type of publication; e.g. book report, film) were developed under a grant from the State of New Jersey that is administered by the New Jersey Office of the Secretary of Higher Education (OSHE). However, these contents do not necessarily represent the policy of the State of New Jersey or the OSHE, and you should not assume endorsement by State Government."

XIII. TERM

The term of this College Readiness Now XII Project Agreement shall be from the date it is signed by both parties to June 30, 2026. The grant funding cycle runs from July 1, 2025 - June 30, 2026.

However, programs can extend until August 20, 2026 as long as funds are expended or encumbered by June 30, 2026.

XVIII. AMENDMENT

No amendment to this College Readiness Now XII Project Agreement shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Project Agreement to be duly executed by their respective authorized officers.

NEW JERSEY COUNCIL OF COUNTY COLLEGES

By _____
Aaron R. Fichtner, President

HUDSON COUNTY COMMUNITY COLLEGE

By _____
Christopher Reber, President

Email to
rjanch@peacecareny.org

**STUDENT SERVICE LEARNING AFFILIATION AGREEMENT
HUMAN SERVICES DEPARTMENT
HUDSON COUNTY COMMUNITY COLLEGE**

THIS AGREEMENT is entered into as of the 17 day of Sept, 2025 between Peace Care St Ann's having an address at 198 Old Bergen Road, JCN 07305 (hereinafter referred to as "Agency") and HUDSON COUNTY COMMUNITY COLLEGE, having an address at 25 Journal Square, Jersey City, New Jersey 07306 (hereinafter referred to as "College").

WHEREAS, the College has a curriculum in Human Services; and

WHEREAS, service learning experience is a required and integral component of the Human Services curriculum; and

WHEREAS, the College desires the cooperation of the Agency in the development and implementation of the service learning experience phase of its Human Services curriculum; and

WHEREAS, Agency desires to participate with the College in the development and implementation of service learning experience for Human Services students of the College.

NOW THEREFORE in consideration of the mutual promises hereinafter contained, the Agency and College agree as follows:

1. TERM

This Agreement shall be for a period commencing on 9-18-25 and continuing until 9-18-28. The Agreement may thereafter be renewed on an annual basis for two (2) additional years, upon the mutual written consent of the Agency and College.

2. TERMINATION

- A. Either party hereto shall have the right to terminate this Agreement at the end of the initial one (1) year term or annual renewal time period upon thirty (30) days prior written notice to the other party.
- B. In the event of the breach of any provision of this Agreement by one party, the other party shall have the right and option to give the breaching party notice thereof and, in the event the breaching party fails to remedy the breach within thirty (30) days of the receipt of such written notice, the other party may, at its sole option, terminate this Agreement.
- C. If the Agency exercises its right to terminate this Agreement, the Agency agrees that no students participating in an ongoing clinical affiliation program will be denied the opportunity to complete the clinical program, even when the effective date of termination occurs prior to the completion date of the program.

3. COLLEGE RESPONSIBILITIES

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The College shall:

- A. Assume full responsibility for the planning and the execution of the curriculum for its students, including the administration, curriculum content and faculty appointments.
- B. The College assures that all instructors possess the requisite academic qualifications for their academic roles.
- C. The College will provide a clinical assignment schedule of dates for the affiliation periods throughout the academic year.
- D. The College shall inform its students of the requirement to conform to the rules, regulations and policies of the Agency.
- E. The College will inform its students that they must meet certain health standards as required by the Agency.

4. **AGENCY RESPONSIBILITIES**

The Agency shall:

- A. Participate in joint evaluation of the effectiveness of the field work experiences through meetings and/or written, online evaluations of the students as well as inform the College of any problems or concerns that may affect the student's performance or permanence in that field setting.
- B. The Agency shall provide one hour of individual or triadic supervision a week and provide the necessary supplies and facilities as may be required to insure quality education for the students without impairing quality client care.
- C. The Agency shall provide an orientation of its facilities, and procedures for the College's students. Agency rules, regulations and policies will be available and reviewed with each student by the Agency.
- D. The Agency shall provide emergency care for students in case of illness or accident. However, Agency shall not be responsible for any further care. In no event shall Agency be responsible for a greater amount or degree of care of assistance than it would reasonably provide for its paid employees. The College shall be promptly notified of any such occurrence. The student shall be responsible for payment of any medical expenses incurred.

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- E. The Agency shall supervise the College's students while the students are on the premises of the Agency for the purposes of the program. No student shall be deemed under the control or supervision of the Agency while not on Agency's premises.

5. MUTUAL OBLIGATIONS

The parties hereto mutually agree that:

- A. The Agency shall at all times retain sole responsibility for all client care, and the extent of participation of student in assisting with providing client care.
- B. Responsibility for planning the clinical experience in the Agency will be jointly shared by the Agency's staff and the College's instructors, subject at all times to the policies, rules and regulations of the Agency.
- C. A student of the College may be assigned to any facilities or programs within the Agency's system.
- D. Student curriculum, attendance and scheduling shall be under the direction of the College as long as they do not conflict with Agency's policies, rules and regulations.
- E. Each student of the College will start his/her clinical experience program as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of the College and the Agency.
- F. The Agency and College will perform their duties and responsibilities under this Agreement without cost or other financial obligation to the other party.

6. STUDENT RESPONSIBILITIES

The College shall advise students of the following conditions of participation in the program. Further, the College shall advise students that failure to meet the following conditions shall be grounds for denial of admission to the program and/or dismissal from the program:

- A. Students of the College shall, at all times, follow the rules and regulations established by the Agency. The Agency shall orient the students to applicable rules and regulations.
- B. The health of all students assigned to the Agency shall meet the standards required for the

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Agency's employees.

- C. Students of the College acknowledge that all information regarding patient identity, diagnosis, prognosis, treatment and/or any personal data which comes into the possession of the student is strictly confidential. Students shall not disclose any such information to third parties and will take all steps reasonably necessary to protect the privacy, confidentiality and dignity of any patients with whom the students have contact during the clinical program provided for herein.
- D. The student will provide medical documentation of any special physical needs while participating in the program.
- E. Each student, at his or her own expense, shall be required to submit to a criminal background check prior to starting training at the Agency as required by the Agency 's criminal background check procedure. Any student whose record shows an adverse finding will be subject to review by the Agency. The Agency may reject any student for clinical training based upon the information contained in the criminal background check.

7. REGULATORY COMPLIANCE

College and Agency agree that each shall comply with all applicable requirements of Municipal, County, State and Federal authorities, all applicable Municipal and County ordinances and regulations, and all applicable State and Federal statutes and regulations now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matters of this Agreement. These include, without limitation the applicable requirements under any State fair employment practices or similar laws declaring discrimination in employment based upon race, color, creed, religion, sex, sexual preference or national origin as illegal and, if applicable, Title VII of the Civil Rights Act of 1964 or any applicable rule or regulation promulgated pursuant to any such laws herein above described.

8. INDEPENDENT CONTRACTOR

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

Neither Agency nor College 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 Agency or College, nor shall it in any way alter the control of the management, operation, and affairs of either Agency or College,

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it being the intent of this Agreement that Agency and College shall maintain separate and independent management, and each has full, unrestricted authority and responsibility regarding its organization and structure.

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

9. CONFIDENTIALITY

Both College and Agency 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 the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), standards of the Joint Commission on Accreditation of Healthcare Organizations, and medical records policies and guidelines established and approved by Agency, which shall be made available to the College's students.

10. NO DISCRIMINATION

The College and Agency mutually agree that no students shall be discriminated against on the basis of race, color, sex, creed, age, national origin, ancestry, marital status, familial status, religion, sexual orientation or disability for the purposes of this Agreement.

12. NO WAIVER

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

13. ENTIRE AGREEMENT

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

14. MODIFICATION

Agency or College may from time to time request changes to the terms in this Agreement. Such changes shall be valid only if incorporated as a written amendment to this Agreement.

15. ASSIGNABILITY

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The duties and obligations of each of the parties hereto shall be deemed personal and unique. This Agreement and the duties and obligations of the parties hereunder shall not be assigned to any other person, firm or corporation without the prior written consent of the other party.

16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, including without limitation, the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq. The parties agree that pursuant to the New Jersey Contractual Liability Act, venue and jurisdiction regarding any matter pertaining to this Agreement shall be in the Superior Court of New Jersey, Law Division, and consent to same.

17. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

As to the Agency:

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HUMAN SERVICES DEPARTMENT
HUDSON COUNTY COMMUNITY COLLEGE**

As to the College:

Hudson County Community College
25 Journal Square
Jersey City, New Jersey 07306
Attn.: Department of Humanities and Social Sciences

IN WITNESS WHEREOF the parties hereto have affixed their hands and seals or caused these presents to be executed by their duly authorized corporate officers on the day and year first above written.

Peace Care St Ann's (Agency Name)

Signed: Peggy Granch

Date: 9-18-25

Name: Peggy Granch

Title: Director of HR

HUDSON COUNTY COMMUNITY COLLEGE

Signed: _____

Date: _____

Name:

Title:

Revised January 19, 2013

AFFILIATION AGREEMENT

This Affiliation Agreement (“**Agreement**”) is made on/about this 1st day of December, 2025 by and between **Hudson County Community College, located at 70 Sip Avenue, Jersey City, New Jersey, 07306 (“College”)** and **CareWell Health Medical Center located at 300 Central Avenue, East Orange, NJ 07018 (“Hospital”)**.

RECITALS:

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

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

1. **Responsibilities of College.**

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

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

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

c. **Health of Program Participants.** College shall ensure that Program

AFFILIATION AGREEMENT

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

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

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

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

g. **Training.** Prior to a student's first assignment at Hospital, the assignment of a College employee, agent or representative to work at Hospital or the first date of service (after

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

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

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

2. **Responsibilities of Hospital.**

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

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

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

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

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

4. **Withdrawal of Program Participants.**

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

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

5. **Independent Contractor.** The parties hereby acknowledge that they are independent contractors, and neither the College nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. Each party shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital or College for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

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

7. **Confidentiality.**

a. **Hospital Information.** College recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, College and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. College agrees for itself, and that it will require that Program Participants not will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express

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

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

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

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

administrative, physical and technical safeguards to prevent the request for, use or disclosure of

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

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

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

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

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

e. **Audit.** College shall, within five business days of a written request from

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

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

8. **Insurance.**

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

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

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

Such insurance shall not be cancelable except upon 30 days' prior written notice to the Hospital. Such coverage shall be primary and non-contributory. This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, College hereby agrees that prior to the effective date of termination of insurance coverage, College shall purchase, at its sole expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the current coverage or prior to termination of this Agreement. Upon Hospital's request, College shall provide a certificate of insurance evidencing such coverage.

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

10. **Termination.** Either party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination who have complied with the

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requirements of this Agreement shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed one (1) month.

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

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

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

14. **Indemnification.** The College shall indemnify and defend Hospital and its directors, officers, employees, medical staff, and agents from and against all claims, demands, damages, expenses or liabilities (including reasonable attorneys’ fees) arising from or in connection with the activities of Program Participants or the College under this Agreement.

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

AFFILIATION AGREEMENT

By: _____

Name: _____

Title: _____

Date: _____

HUDSON COUNTY COMMUNITY COLLEGE

By: _____

Name: _____

Title: _____

Date: _____

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EXHIBIT A

STATEMENT OF RESPONSIBILITY

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

Dated this day of , 20 .

Program Participant

Witness _____

AFFILIATION AGREEMENT

EXHIBIT B

CONFIDENTIALITY STATEMENT

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

Dated this day of , 20 .

Program Participant

Witness _____

EXHIBIT C

HEALTH AND BACKGROUND SCREENING ATTESTATION

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

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

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

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

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

Attending Students:

1. _____
2. _____

Staff:

1. _____
2. _____

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

College: **Hudson County Community College**

Name: _____

Title: _____



EDUCATIONAL AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT is made and entered into as of this **1st day of November, 2025** by and between **HUDSON COUNTY COMMUNITY COLLEGE (HCCC)**, hereinafter referred to as “SCHOOL” and Prime Healthcare Services **Saint Mary’s General Hospital** hereinafter referred to as “HOSPITAL”. SCHOOL and HOSPITAL may be collectively referred to as “Parties” and individually as “Party”.

RECITALS

- A. HOSPITAL owns and operates a general acute care hospital known as Saint Mary’s General Hospital, as well as various outpatient clinics, located 350 Boulevard, Passaic, NJ 07055 and collectively referred to as HOSPITAL
- B. SCHOOL operates an accredited nursing program known as **HUDSON COUNTY COMMUNITY COLLEGE NURSING PROGRAM** for educating students to meet the qualifications for practice in the profession of Nursing and Healthcare Professions, and desires to cooperate with HOSPITAL in providing students a supervised opportunity to participate in a field educational experience rotation at Hospital (“Field Experience”).
- C. HOSPITAL is able to provide the facilities to function as sites for field experiences for students enrolled in the various degree programs of SCHOOL.
- D. HOSPITAL and SCHOOL shall both benefit by making the Field Experience program available to students at HOSPITAL.

NOW, THEREFORE, in consideration of the covenants, conditions and stipulations set forth herein, and in consideration of the mutual benefits to be derived therefrom, the Parties hereto agree as follows:

DEFINITIONS

- A. “Student” is an individual who is enrolled as a degree (diploma, certificate, etc.) seeking person at SCHOOL and whose completion of SCHOOL coursework has deemed them eligible to participate in the Field Experience program as outlined in this Agreement.
- B. “Field Experience” is the Nursing program and curriculum received at SCHOOL, in conjunction with HOSPITAL, as outlined in this Agreement.
- C. “Faculty” or “Faculty Member” is a SCHOOL employee, instructor, agent, or representative of the administrative or teaching staff at SCHOOL that has been designated by SCHOOL to participate in the Field Experience program as outlined in this Agreement.

ARTICLE I
SCHOOL OBLIGATIONS

1.1 SCHOOL agrees to be obligated by the following terms and conditions:

- a. The number of students allowed to participate under this Agreement shall be mutually agreed upon by the Parties.
- b. The dates, times, field areas and departments for student placement and the goals and objectives of each Field Experience shall be mutually agreed upon by the SCHOOL and HOSPITAL prior to the student's arrival at HOSPITAL.
- c. The field coursework will be completed at SCHOOL and HOSPITAL in accordance with the field requirements of the Program and Field Experience.
- d. The parties agree that students will participate in providing patient services rendered at HOSPITAL as part of student's Field Experience. The parties further agree that HOSPITAL has final responsibility, authority and supervision over all aspects of patient care and service, and all students and faculty members participating in the Field Experience and SCHOOL will, at all times, abide by such supervision. Students and faculty members assigned to HOSPITAL for Field Experiences will be subject to the rules and regulations of HOSPITAL including, but not limited to, all applicable certification and accreditation standards, HIPAA procedures governing the disclosure of individually identifiable health information, credentialing requirements, and employee and risk management policies.
- e. SCHOOL shall provide HOSPITAL with a student profile of each student enrolled in the Field Experience program, including student's name, address, telephone number, email address, date of birth, and level of academic preparation.
- f. SCHOOL shall assume responsibility for instructing all students who participate in the Field Experience about working in a hospital setting, including, but not limited to the following topics:
 - i. information contained in HOSPITAL'S employee orientation program; as applicable
 - ii. information on HOSPITAL policies and procedures; as applicable
 - iii. information on confidentiality of patient information;
 - iv. information on identifying and handling hazardous material;
 - v. information on universal precautions and procedures regarding infection control; and
 - vi. information on applicable state and federal regulations.

- g. SCHOOL shall assume responsibility for compliance by students with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the “Regulations”), including, but not limited to accepting the same level of responsibility as “the employer” would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. SCHOOL’s responsibility with respect to the Regulations also shall include the provision of the Hepatitis B vaccination or documentation of declination in accordance with the Regulations.
- h. SCHOOL shall ensure that each student participating in a Field Experience at HOSPITAL will be provided HIPAA compliance education prior to the start of the Field Experience. The training will include (i) a general overview of the privacy regulations; (ii) the duty of students to maintain the confidentiality of patient information; (iii) the uses and disclosures that students may make; and (iv) patient rights under the privacy regulations. SCHOOL shall provide HOSPITAL, upon request, evidence of any or all participating student’s training.
- i. SCHOOL shall require that all students are appropriately physically identified as students, and that all students identify themselves appropriately as students in all communications with HOSPITAL employees, agents, Medical Staff members, and patients. If STUDENT is provided a Hospital ID STUDENT should wear it at all times and the ID should state STUDENT. The parties agree that a student may be terminated from the Field Experience immediately for failure to appropriately identify himself/herself as a student.
- j. SCHOOL shall provide or cause each student and faculty member participating in the Field Experience to provide, documentation of appropriate immunization of students and participating faculty members, as required pursuant to Exhibit B (attached hereto and incorporated herein). Upon request of HOSPITAL, SCHOOL will provide a complete student health history record. If the record is not provided within a reasonable period of time; HOSPITAL deems the record unsatisfactory; or, based upon the record, it appears the student may pose a risk to the health or safety of HOSPITAL personnel or patients, HOSPITAL may refuse the student access to HOSPITAL.
- k. SCHOOL shall notify HOSPITAL of any exposure to disease or illness or injury reported by or occurring to any student or participating faculty member, regardless of whether such event occurred at HOSPITAL.
- l. SCHOOL shall assume responsibility for ascertaining that students’ health status and physical

condition are in conformance with HOSPITAL health requirements for the Field Experience program. At a minimum, SCHOOL shall provide to HOSPITAL satisfactory evidence that each student is free from contagious disease and does not otherwise present a health hazard to HOSPITAL patients, employees, volunteers or guests prior to his or her participation in the Field Experience program. Such evidence shall include completion of a tuberculin skin test (within the last twelve months) or evidence that each student is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, and physical examination and evidence of immunity from rubella, measles and chicken pox. SCHOOL and/or the student shall be responsible for arranging for the student's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Field Experience program at HOSPITAL. In no event shall HOSPITAL be financially or otherwise responsible for said medical care and treatment. SCHOOL shall ensure that all participating students read, complete, sign and submit the forms attached hereto and listed on Exhibits "A" and "B".

1.2 Faculty Qualifications. SCHOOL shall assume responsibility for ensuring that all faculty members assigned to participate in the Field Experience are qualified and competent and shall:

- a. Keep on file and furnish to HOSPITAL, upon request, the following items concerning any faculty member who participates in the Field Experience program at HOSPITAL:
 - i. Proof of educational qualifications;
 - ii. Documentation of insurance coverage as outlined in this Agreement; and
 - iii. Licensure for that state specified, if applicable.
- b. Assume responsibility, including the cost, and obtain drug testing and criminal background verification of all faculty members participating in the Field Experience program. Such background checks shall be kept on file at SCHOOL and made available, upon request, to HOSPITAL.

1.3 Student Qualifications. SCHOOL shall assure that students are eligible for the Field Experience program and shall:

- a. Assume responsibility for the education and field-training program of Students participating in field experiences and assign to HOSPITAL only those Students who have satisfactorily completed SCHOOL's prerequisites for Field Experiences.
- b. Maintain all education records and reports related to its students, and comply with all applicable statutes, rules and regulations respecting the maintenance of and release of information from such records.
- c. Pursuant to HOSPITAL policy, SCHOOL shall require Students and Faculty members who will be on-site at HOSPITAL, including those conducting research projects on human subjects (i.e., Hospital patients or employees), to have performed criminal background checks and drug and alcohol testing (using a HOSPITAL approved screening panel).

SCHOOL shall use a licensed company designated and approved by HOSPITAL to perform the drug testing and criminal background verification. HOSPITAL will not accept drug test and criminal background check results from any company other than the one approved by the HOSPITAL. SCHOOL shall provide HOSPITAL with a description of its background investigation processes and shall attest to HOSPITAL that each Student has submitted to a complete background check. SCHOOL shall provide copies of such criminal background checks and negative test results to HOSPITAL prior to the beginning of the clinical rotation at the HOSPITAL. HOSPITAL shall keep the results of such tests confidential. SCHOOL shall ensure that HOSPITAL is advised of any positive findings for a Student to the extent permitted by law. SCHOOL shall retain results of each Student's drug testing and criminal background check and shall provide HOSPITAL or its designee with information to allow HOSPITAL to access the background screening results upon reasonable notice. A background check will be considered "completed" if it includes, at a minimum, all of the following elements: (1) seven (7) year criminal background check in current and previous counties of residence and employment, (2) confirmation that the Student is not listed as sexual offender and, if requested by HOSPITAL, in any child abuse registry (3) evidence that the Student is eligible to participate in all federal and state health programs and verification that the Student is not on the OIG or GSA exclusion list and (4) any other element required by HOSPITAL to meet state law requirements. HOSPITAL shall have the right to require the withdrawal of any Student in the event that Student fails to meet the standards established by HOSPITAL for acceptable background. Fees for the criminal background checks and drug and alcohol testing shall be paid by the SCHOOL or the Student.

- d. Obtain student' signatures on any and all consent/releases, including consent to the drug test and permission for the results of the drug test to be provided to the HOSPITAL.
- e. Take reasonable steps to attempt to assure that no student is assigned to HOSPITAL if such student is known to present a foreseeable harm to patient care or disruption to HOSPITAL operations. SCHOOL must make a determination as to the student's ability to perform activities in the Field Experience and advise HOSPITAL of any requests or needs of the student for accommodation.

1.4 Professional Fees. SCHOOL shall not bill, or collect any professional fees from HOSPITAL, HOSPITAL patients, or any other payor for patient care services rendered during the Field Experience program.

1.5 Equipment and Property Loss. SCHOOL shall assume responsibility for the replacement cost of equipment and/or property that is broken or damaged due to negligence or misconduct on the part of SCHOOL, students, or faculty.

1.6 Cost of Supplies and Materials. SCHOOL shall be responsible for, or shall ensure that the student covers, at his or her own expense, the cost of supplies and materials that are required by SCHOOL for the Field Experience program.

1.7 Use of Hospital Name. SCHOOL shall obtain prior written approval of HOSPITAL before:

- a. publishing material relating to the Field Experience program, and
- b. using HOSPITAL's name in any advertisement or promotional material.

II HOSPITAL OBLIGATIONS

2.1 Field Experience Program. HOSPITAL shall provide an on-site experience for students that is pertinent and meaningful.

2.2 Number of Students. HOSPITAL shall accept from SCHOOL the mutually agreed upon number of students enrolled in the Program, subject to change based on HOSPITAL resources and circumstances.

- a. Ultimately, the number of students accepted shall be determined at the sole discretion of HOSPITAL as building space, patient population, supervisory staff, program, and any other considerations permit.

2.3 Student Evaluation. HOSPITAL shall periodically evaluate student performance in collaboration with SCHOOL and provide feedback to SCHOOL regarding the student Field Experience as reasonably requested by SCHOOL and notify SCHOOL in a timely manner of any unsatisfactory conduct or performance of student.

2.4 Hospital Orientation. HOSPITAL shall provide SCHOOL with orientation materials related to HOSPITAL policies, standards and practices; as applicable.

2.5 Student Assignments. HOSPITAL, in collaboration with SCHOOL, shall establish work times, work locations, and responsibilities for students.

2.6 Access to Facilities. HOSPITAL shall permit students enrolled in the Field Experience program access to HOSPITAL facilities as appropriate and necessary for their Field Experience program, provided that the students' presence does not interfere with HOSPITAL activities.

2.7 Job Specific Requirements. HOSPITAL shall advise SCHOOL of any job requirements or safety issues that are pertinent to the specific Field Experience program job assignment.

2.8 First Aid. HOSPITAL shall provide necessary emergency health care or first aid to students and faculty for accidents occurring at HOSPITAL.

- a. HOSPITAL is not obligated to assume financial responsibility for such care and may request reimbursement from student or faculty.

2.9 Student Supervision. HOSPITAL shall permit students to perform services for patients only when under the supervision of a clinician or professional of HOSPITAL staff. When appropriate, such clinicians or professionals shall be certified or licensed in the discipline in which supervision is provided.

HOSPITAL may provide qualified health care personnel to act as preceptors for students participating in the Field Experience.

2.10 Patient Care Responsibility. HOSPITAL retains responsibility for the care of its patients. Students and faculty, as trainees and participants in the Field Experience program, will not replace HOSPITAL staff.

2.11 Administrative Responsibility. HOSPITAL retains administrative responsibility for HOSPITAL services rendered pursuant to this contract and in accordance with State laws and regulations.

2.12 Mutual Responsibility. Both parties will instruct their respective faculty, staff and participating student(s) to maintain confidentiality of student and patient information as required by law, including the Family Education Rights and Privacy Act (FERPA) and the Health Insurance Portability Accountability ACT (HIPPA) and by policies and procedures of School and HOSPITAL.

2.13 Personal Protective Equipment. HOSPITAL shall provide necessary personal protective equipment for students while assigned to HOSPITAL in compliance with OSHA Blood-Borne Pathogen Regulations, the Nuclear Regulatory Commission regulations and other applicable federal and state health and safety regulations. However, HOSPITAL may require SCHOOL or STUDENT to provide necessary personal protective equipment for faculty and/or student use when it is necessary for HOSPITAL to conserve supplies for HOSPITAL staff.

2.14 SCHOOL Faculty Members: HOSPITAL shall ensure that each institution's instructors or faculty members participating in the Field Experience and who will supervise students at the HOSPITAL shall be duly licensed by the appropriate governmental authority in the state where HOSPITAL is located, and if required under the Medical Staff Bylaws of the Hospital, have privileges to perform services in the Hospital as a member of the active Medical Staff in accordance with any and all applicable provision of the Medical Staff Bylaws.

ARTICLE III **REMOVAL OF STUDENTS**

3.1 HOSPITAL reserves the right to immediately remove, either temporarily or permanently, a student from HOSPITAL for any reason, including but not limited to, the following reasons:

- a. Misconduct;
- b. Inappropriate behavior;
- c. Refusal or failure to follow HOSPITAL policies, procedures, standards and practices;
- d. Violation of federal or state laws or regulations;
- e. Unsafe behavior;
- f. Inappropriate dress;
- g. Unsatisfactory performance; and/or
- h. Detrimental health status.

3.2 Consult with SCHOOL. Prior to any cancellation or termination, HOSPITAL shall consult with SCHOOL, if feasible, about the proposed action. However, the decision to deny a student access to

HOSPITAL will be made by HOSPITAL at its sole discretion. HOSPITAL shall be responsible for its decision to deny a student access to HOSPITAL.

ARTICLE IV **NON-DISCRIMINATION**

4.1 Saint Mary's General HOSPITAL and SCHOOL shall both comply with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 and Section 504 of the Rehabilitation Act of 1973, and related regulations, and will not discriminate against any person on the basis of race, creed, sex, national origin, age, sexual orientation, veteran status or handicap under any program or activity receiving federal financial assistance.

ARTICLE V **INSURANCE REQUIREMENTS**

5.1 SCHOOL Liability Insurance. SCHOOL shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, general and professional liability insurance on an occurrence based policy in amounts reasonably necessary to protect SCHOOL and its students, employees, agents, or representatives against liability arising from any and all negligent acts or incidents occurring in the discharge of its or their responsibilities and obligations under this Agreement. Coverage under such general and professional liability insurance shall be not less than one million dollars (\$1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in annual aggregate. SCHOOL agrees to furnish HOSPITAL with a Certificate of Insurance evidencing compliance with all applicable insurance requirements prior to the execution of this Agreement and annually during the term of this Agreement. Such certificate of Insurance shall state that students are covered by such policy of insurance. In the event of insurance cancellation or modification SCHOOL agrees to provide no less than thirty (30) days' notice of any insurance cancellation, reduction, or other material change of the scope of any required insurance coverage.

5.2 Student Liability Insurance. Should SCHOOL elect not to cover students under its professional liability insurance policy, SCHOOL shall ensure that each student procures and maintains in force during the term of this Agreement, at their sole cost and expense, general and professional liability insurance on an occurrence based policy in amounts reasonably necessary to protect student against liability arising from any and all negligent acts or incidents occurring in the discharge of his or her responsibilities and obligations under this Agreement. Coverage under such professional liability insurance shall be not less than one million dollars (\$1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in annual aggregate.

5.3 Hospital Liability Insurance. HOSPITAL shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, professional liability insurance or a program of self-insurance in amounts reasonably necessary to protect HOSPITAL and its employees, agents, or representatives against liability arising from any and all negligent acts or incidents occurring in the discharge of its or their responsibilities and obligations under this Agreement. Coverage under such professional liability insurance shall be not less than one million dollars (\$1,000,000.00) for each occurrence and three million dollars (\$3,000,000.00) in annual aggregate.

5.4 Workers' Compensation. SCHOOL shall maintain Workers' Compensation and Disability Insurance covering all faculty and personnel employed by SCHOOL to perform services pursuant to this Agreement in accordance with all applicable workers' compensation laws. If SCHOOL's faculty or employees files a Workers' Compensation claim against HOSPITAL, SCHOOL shall immediately indemnify HOSPITAL and assume the responsibility of the Workers' Compensation claim.

5.5 Health Insurance. SCHOOL shall ensure that each student in Field Experience program procures and maintains in force during the term of this Agreement, at the students' sole cost and expense, health insurance coverage. Evidence of Health Insurance shall be provided to Hospital, upon request.

5.6 School Faculty or Employee Automobile Insurance. If the SCHOOL provides SCHOOL-owned automobiles and requires their use by its faculty or SCHOOL employees during the course of carrying out responsibilities in connection with the AGREEMENT, SCHOOL shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, business automobile liability insurance or an equivalent program of self-insurance (owned, non-owned, and hired automobiles included) on an occurrence based policy for its faculty in accordance with state financial responsibility statutes. If SCHOOL faculty members or employees use a personal automobile during the course of carrying out responsibilities in connection with the AGREEMENT, and SCHOOL does not provide automobile liability insurance to the SCHOOL faculty member or employee, such SCHOOL faculty member or employee shall procure and maintain in force during the term of this Agreement, at such SCHOOL faculty member or employee's sole cost and expense, automobile liability insurance in accordance with state financial responsibility statutes.

5.7 Student Automobile Insurance. If student is required to use a personal automobile to complete a requirement of the Field Experience Program (other than commuting between home and HOSPITAL), SCHOOL shall ensure that student procures and maintains in force during the term of this Agreement, at student's sole cost and expense, automobile liability insurance on an occurrence based policy in accordance with state financial responsibility statutes.

5.8 Proof of Insurance. SCHOOL and Students, as applicable, prior to the execution of this Agreement and annually during the term of this Agreement, agrees to furnish HOSPITAL with certificates of insurance evidencing compliance with all applicable insurance requirements, including:

- a. certificate of professional liability and general liability insurance (covering SCHOOL and/or student, as applicable);
- b. certificate of Workers' Compensation insurance;
- c. proof of health insurance coverage for students;
- d. proof of automobile insurance (covering SCHOOL faculty and/or student, as applicable); and
- e. Such certificate of insurance shall state that Student is covered by such policy of insurance.

5.9 Insurance Cancellation/Modification. Both parties agree to provide for not less than thirty (30) days-notice of any insurance cancellation, reduction, or other material change in the amount or scope of any required insurance coverage.

ARTICLE VI **INDEMNIFICATION/HOLD HARMLESS**

6.1 (HCCC) SCHOOL shall defend, hold harmless and indemnify HOSPITAL and its affiliates, directors, trustees, officers, agents, and employees against all third-party claims, demands, suits, judgments, expenses and costs of any and all kinds, including attorneys' fees and costs, arising as a result of damages or injuries caused to any third party through the performance or failure of performance of this Agreement, including violation of any duty imposed by statute, ordinance, or regulation, on the part of SCHOOL, its employees, agents, or students provided such damages or injuries have arisen or are claimed to have arisen out of negligence or Workers' Compensation claim (pursuant to paragraph 6.4 of this Agreement) or any other grounds of legal liability, including violation of any duty imposed by statute or ordinance or regulation on the part of SCHOOL, its students, employees, or agents.

6.2 Saint Mary's General HOSPITAL shall defend, hold harmless and indemnify SCHOOL and its affiliates, directors, trustees, officers, agents, and employees against all third-party claims, demands, suits, judgments, expenses and costs of any and all kinds, including attorneys' fees and costs, arising as a result of damages or injuries caused to any third party through the performance or failure of performance of this Agreement, including violation of any duty imposed by statute, ordinance, or regulation, on the part of HOSPITAL, its employees, agents, or students provided such damages or injuries have arisen or are claimed to have arisen out of negligence or any other grounds of legal liability, including violation of any duty imposed by statute or ordinance or regulation on the part of HOSPITAL, its employees, or agents.

6.3 It is agreed that neither termination of this Agreement nor completion of the acts performed under this Agreement shall release either Party from the obligation to indemnify the other as to any claim or cause of action, which occurred, or is alleged to have occurred, prior to the effective date of such termination or completion.

ARTICLE VII
RELATIONSHIP BETWEEN THE PARTIES

7.1 Independent Entities. Nothing in this Agreement is intended nor shall be deemed or construed to create any relationship between HOSPITAL, SCHOOL, students, or faculty of SCHOOL, other than that of independent entities contracting with each other hereunder solely for the purpose of affecting the provisions of this Agreement.

7.2 Authorization to Speak for Other Party. No Party is authorized to speak on behalf of the other for any purpose whatsoever without the prior consent in writing of the other.

7.3 No Employer/Employee Relationship. The Parties expressly understand and agree that the students enrolled in the program are in attendance for educational purposes, and such students are not employees of either HOSPITAL or SCHOOL. Furthermore, SCHOOL faculty are not employees of HOSPITAL. SCHOOL faculty and students participating in the Field Experience program are, however, considered members of HOSPITAL'S "workforce" for purposes of compliance with the Health Insurance Portability and Accountability Act ("HIPAA").

- a. Benefits. Because SCHOOL faculty and SCHOOL students are not employees of HOSPITAL, it is understood by SCHOOL, students, and faculty that HOSPITAL shall not provide employment compensation or employment benefits, including health insurance benefits, paid leave benefits, disability benefits, workers' compensation benefits, unemployment benefits, retirement benefits, or any other employee benefit, for the benefit of SCHOOL, students, or faculty.
- b. Taxes. Because SCHOOL faculty and SCHOOL students are not employees of HOSPITAL, it is understood by SCHOOL that HOSPITAL shall not be responsible for withholding federal or state taxes with respect to any compensation that may be paid to students or faculty by SCHOOL or other source.

ARTICLE VIII CONFIDENTIALITY OF MEDICAL INFORMATION

8.1 Access to Information. Neither HOSPITAL nor SCHOOL nor students enrolled in the Field Experience program shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by HOSPITAL in writing, any patient or medical record information regarding HOSPITAL patients, and SCHOOL and HOSPITAL and students shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of HOSPITAL, SCHOOL and students, regarding the confidentiality of such information. SCHOOL acknowledges that in receiving or otherwise dealing with any records or information from HOSPITAL about HOSPITAL'S patients receiving treatment for alcohol or drug abuse, SCHOOL and Students are fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records (42 C.F.R. Part 2, as amended from time to time).

In addition, SCHOOL and HOSPITAL shall not use or disclose any protected health information and individually identifiable health information, as defined in 45 CFR Part 164 (collectively, the "**Protected Health Information**"), concerning a patient other than as permitted by this Agreement or

provisions of the federal privacy regulations (the “**Federal Privacy Regulations**”) and the federal security standards (the “**Federal Security Regulations**”) as contained in 45 CFR Part 164.

8.2 Patient Consent. SCHOOL and students shall work with HOSPITAL to obtain patient consent in appropriate circumstances. In the absence of consent, students shall use de-identified information only in any discussions about the Field Experience with SCHOOL, its employees, or agents.

8.3 HIPAA. For purposes of this Agreement, Students are trainees and shall be considered members of the Hospital’s workforce as that term is defined in the HIPAA regulations at 45 C.F.R. Section 160.103. The SCHOOL shall be responsible for curriculum planning, admission, administration, requirements for matriculation, faculty appointments and promotions and any other requirements of any academic accrediting agency. Neither the SCHOOL nor its employees or agents shall be granted access to individually identifiable information unless the patient has first given consent to such access. SCHOOL shall reasonably assist the Hospital in obtaining patient consent in appropriate circumstances.

8.4 Student Confidentiality Agreement. Student participants in the Field Experience program shall sign HOSPITAL’S Confidentiality Agreement attached hereto as Exhibit A-2.

ARTICLE IX. **TRADE SECRETS**

9.1 During the term of this Agreement, SCHOOL and its students and/or faculty shall have access to and become acquainted with confidential information and trade secrets of HOSPITAL, including information and data relating to payer contracts and accounts, clients, patients, patient groups, patient lists, billing practices and procedures, business techniques and methods, strategic plans, operations, and related data (collectively, “Trade Secrets”). All Trade Secrets are the property of HOSPITAL and used in the course of HOSPITAL’S business and shall be proprietary information protected under the Uniform Trade Secrets Act. Except to the extent disclosure is required by law, SCHOOL, students, and faculty shall not disclose to any person or entity, directly or indirectly, either during the term of this Agreement or at any time thereafter, any Trade Secrets, or use any Trade Secrets other than in the course of providing services under this Agreement. All documents that SCHOOL, students, and faculty prepare, or Trade Secrets that might be given to SCHOOL, students, and faculty in the course of providing services under this Agreement, are the exclusive property of HOSPITAL, and, without prior written consent of HOSPITAL, shall not be removed from HOSPITAL’S premises.

ARTICLE X
TERM AND TERMINATION OF AGREEMENT

10.1 **Term.** This Agreement shall be effective on this **1st day of November, 2025** and shall remain in effect unless terminated in writing by either party as provided herein.

10.2 **Termination.** This Agreement may be terminated by either party, with or without cause, upon thirty (30) days advance written notice to the other party; provided that all students currently enrolled in the Program at Hospital at the time notice of termination shall be given the opportunity to complete their Field Program at Hospital, such completion not to exceed three (3) months.

ARTICLE XI
GENERAL PROVISIONS

11.1 **Amendment.** This Agreement may be amended at any time by mutual agreement of the Parties, provided that before any amendment shall be operative or valid, it shall have been reduced to writing and signed by both Parties.

11.2 **Assignment.** Neither HOSPITAL nor SCHOOL shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other.

11.4 **Force Majeure.** Neither Party shall be liable for nonperformance or defective or late performance of any of its obligations under this Agreement to the extent and for such periods of time as such nonperformance, defective performance, or late performance is due to reasons outside such Party's control, including acts of God, war (declared or undeclared), action of any governmental authority, riots, revolutions, fire, floods, explosions, sabotage, nuclear incidents, lightening, weather, earthquakes, storms, sinkholes, epidemics, or strikes (or similar nonperformance or defective performance or late performance of employees, suppliers, or subcontractors).

11.5 **Headings.** The headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

11.6 **Meaning of Certain Words.** Wherever the context may require, any pronouns used in this Agreement shall include the corresponding masculine, feminine, or neuter forms, and the singular form of nouns shall include plural, and vice versa.

11.7 **Notices.** All notices or communications required or permitted under this Agreement shall be given in writing and delivered personally or sent by United States registered or certified mail with postage prepaid and return receipt requested or by overnight delivery service (e.g., Federal Express). Notice shall be deemed given when sent, if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

If at HOSPITAL: <u>Saint Mary's General Hospital</u> 350 Boulevard, Passaic, NJ 07055	If to SCHOOL: <u>Hudson County Community College</u> 70 Sip Avenues Jersey City, NJ 07306
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<u>Attn: Education Services</u>	<u>Attn: Catherine Sirangelo, Dean</u>
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11.8 Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement.

11.9 Waiver. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a Party must be in writing to be effective and shall apply solely to the specific instance expressly stated.

11.10 Entire Agreement. This Agreement is the entire understanding and Agreement of the Parties regarding its subject matter, and supersedes any prior oral or written Agreements, representations, or understandings between the Parties. No other understanding between the Parties shall be binding on them unless set forth in writing, signed, and attached to this Agreement.

11.11 Governing Law. This Agreement shall be governed in all respects by the laws of the State of New Jersey

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in their behalf by their duly authorized representatives on the day and year first above written.

HOSPITAL:	SCHOOL:
By: _____ Signature	By: _____
Name:	Name:
Title:	Title:
Date: _____	Date: _____

EXHIBIT "A"
CLEARANCE FORMS PACKET

All participating students shall read, complete, sign and submit the following forms:

1. **Exhibit A-1: Student Code of Conduct.**
2. **Exhibit A-2: Student Confidentiality Policy/HIPAA.**
3. **Exhibit A-3: Agreement for Waiver and Release of all Claims.**
4. **Exhibit A-4: If Student is an employee of Saint Mary's General Hospital**
5. **Exhibit A-5: General Compliance Training Attestation**
6. **Exhibit B: Student Agreement- Field Experience**

PLEASE SIGN AND INITIAL PAGES WHERE INDICATED

STUDENT NAME: _____ SIGNATURE: _____

SCHOOL NAME: _____ PROGRAM: _____

FIELD COORDINATOR'S NAME: _____

SUPERVISING MEDICAL PROFESSIONAL: _____

EXHIBIT “A-1”
STUDENT CODE OF CONDUCT
Saint Mary’s General Hospital

This Hospital mandates that there be an environment of mutual understanding, respect and cooperation and that its affiliated SCHOOL students and/or interns must maintain the highest standards of personal/professional conduct and behavior. Regardless of the role description, each individual is a vital link in providing outstanding patient care and customer service.

This is not intended to be a complete list of all code of conduct and performance, but to promote an idea of what type of conduct and job performance is expected and what behavior may result in corrective action or discharge. In arriving at a decision, both the nature of the incident and prior record of the employee will be considered.

The Hospital is committed to Standards of Behavior by the following listed below. Failure to comply will result in disciplinary action.

The Hospital retains the right to immediately terminate the affiliation of a student and/or intern for any type of misconduct, including the examples listed below, depending upon the nature and circumstances of the incident and the any prior performance records. However, examples of other conduct that normally will result in a warning or suspension prior to termination include the following:

Falsification of any records, such as medical forms, worker’s compensation claims, timecards or SCHOOL programs applications, or giving false testimony or witness.

Carelessness of violations of Hospital rules and procedures which could jeopardize the safety of self or others or and/or which could result in bodily injury or damage to Hospital property.

Disorderly conduct including fighting, horseplay, threatening, or abusing any individual, patient, visitors, or member of the public. Immoral or indecent conduct.

Insubordination including refusal or failure to perform tasks assigned by a supervisor or manager in the appropriate manner.

Distribution, use, possession, purchase or sale of or being under the influence of alcohol, narcotics, intoxicants, drugs or hallucinatory agents while on Hospital property or reporting to work under such conditions.

Use of alcohol or drugs while in a Hospital uniform.

Any violation of the Hospital’s Drug-Free Workplace Program.

Threats of violence, acts of violence, terrorist threats or acts of terrorism against the Hospital, patients, employees or the general public.

Sleeping during Field Experience time.

Student Initials: _____

EXHIBIT “A-1”
STUDENT CODE OF CONDUCT
Saint Mary’s General Hospital
(CONTINUATION)

Stealing from the Hospital, employees, patients or members of the public, regardless of the amount. Soliciting tips, gifts or other gratuities or favors from patients or their families.

Possession of weapons or explosives on Hospital premises.

Field Experience abandonment/Leaving without authorization.

Failure to return to the Field Experience Program by the end of the student or intern’s normal Field Experience day, on the date scheduled for return to the Field Experience from an excused absence.

Disclosure (whether negligent or intentional) of confidential information pertaining to patients, physicians, or other employees, including, but not limited to the violation of the Patient’s Right and Confidentiality Policies and the Health Information Portability and Accountability Act (HIPAA).

Giving unauthorized medical or health advice.

Altering, falsifying, or making an intentional misstatement of facts on a member or patient record or chart.

Failure to perform assignment as directed.

Inappropriate attitude or behavior to patients, other employees, or members of the public.

Violations of security or safety regulations including unsafe acts, such as improper bending, lifting, twisting, etc.

Excessive absenteeism or pattern of unexcused absences.

Soliciting for any purpose during working time (working time does not include meal or break periods during which a student or intern is released from all duties).

Unsatisfactory performance.

Student Initials:

EXHIBIT "A-1"
STUDENT CODE OF CONDUCT
Saint Mary's General Hospital
(CONTINUATION)

Negligent conduct that causes misuse, waste or damage to any of the Hospital's property or using such property for personal reasons or releasing such property to others without proper authorization.

Failure to attend required orientation, in-service sessions or mandatory staff meetings.

Failure to immediately report accidents, theft, abuse, or similar misconduct towards patients, visitors, or employees.

Smoking, eating, chewing gum or lounging in unauthorized areas or taking or consuming food and beverages sent for patients, visitors or any other individuals.

Improper or unauthorized parking.

TO BE COMPLETED BY STUDENT

I _____ acknowledge that I have read and fully understand the Code of Conduct.

Print Name

Signature

Date

**EXHIBIT “A-2”
STUDENT CONFIDENTIALITY POLICY /HIPAA
ACKNOWLEDGEMENT**

Confidentiality Policy

Disclosure of confidential information gained through your Field Experience Program by the Hospital is considered an act of prohibited conduct subject to disciplinary action, up to and including student suspension.

Any information concerning a patient’s illness, family, financial condition, or personal characteristics is strictly confidential. When a patient’s history or condition is reviewed, it must be done in private only with those persons involved with the care of the patient. Copying, photographing, replicating in any manner, videotaping, etc. is strictly prohibited.

I understand and agree to abide by the statement outlined above.

HIPAA Acknowledgement

HIPAA is the Health Insurance Portability and Accountability Act of 1996: Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Field Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws. The Privacy Rule (“RULE”) is a section of this law designed to protect the privacy of certain health information. This information is referred to as Protected Health Information (“PHI”) that relates to the health of an individual and identifies, or can be used to identify, the individual. Disclosure of information in violation of the RULE is considered an act of prohibited conduct subject to disciplinary action, up to and including student suspension.

I understand and acknowledge the above standards regarding patient privacy and protected health information. Under HIPAA there are penalties both civil and criminal for failure to comply with privacy requirements.

Student Name (Please Print):	SCHOOL Name and Program:
Student Signature:	Date:

EXHIBIT "A-3"
AGREEMENT FOR WAIVER AND RELEASE OF ALL CLAIMS

This AGREEMENT FOR WAIVER AND RELEASE OF ALL CLAIMS (this "**Agreement**") is made effective this ____ day of _____, 20__ (the "**Effective Date**"), by and between Saint Mary's General ("**Hospital**") and _____ ("**Student**").

This Agreement is based on the facts hereinafter recited:

1. Student shall be provided access to Hospital's premises for the purpose of obtaining Field education via a Field Experience Program for students enrolled in the Nurse Practitioner Education Program or any professional degree in the healthcare industry.
2. Student understands that the educational institution in which Student currently is enrolled in, and which has contracted with Hospital to provide Student access to Hospital's premises Field Experience Program, does not provide Workers' Compensation coverage for Student.
3. Student also understands and agrees that Hospital's Workers' Compensation insurance policy does not cover Student for injuries sustained by Student while engaging in Field Experience Program activities on Hospital's premises.
4. Student hereby agrees to waive and release Hospital from any liability or responsibility any injuries sustained by Student while engaging in Field Experience Program activities on Hospital's premises that may otherwise be covered under workers' compensation insurance.
5. Student further understands and agrees that Students are required to obtain their own health insurance coverage for any illnesses or injuries sustained while engaging in Field Experience Program activities on Hospital's premises.
6. Student hereby agrees to look only to their own health insurance coverage or otherwise retain their own financial responsibility for any medical services they receive in connection with any injuries sustained by Student while engaging in Field Experience Program activities on Hospital's premises.
7. The undersigned represents and warrants that they have the right, power, legal capacity, and authority to enter into this Agreement, and that no further approval or consent of any person or entity is necessary for them to enter into and perform such obligations.
8. If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable, said provision shall be deemed to be severed and deleted and neither such provision, its severance, or deletion shall affect the validity of the remaining provisions of this agreement.
9. This Agreement shall not be construed against the party or its representative who drafted this agreement, or any portion hereof.

1. Student Initials: _____

EXHIBIT "A-3"
(Continuation)

- 10. This Agreement shall be and inure to the benefit of the undersigned and their heirs, executors, wards, administrators, agents, officers, directors, shareholders, successors in interest and assigns.

- 11. This Agreement is and shall be subject to, governed by, and construed and enforced pursuant to the laws of the State of New Jersey.

- 12. This release and agreement is the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and discussions. This release and agreement may be amended only upon an agreement in writing.

Each Party fully understands that if any fact or legal consideration with respect to any matter released by this Agreement is found hereafter to be other than or different from the facts or legal considerations now believed to be true, such Party expressly accepts and assumes that this Agreement and all its terms shall be and will remain effective notwithstanding any such difference. With respect to the specific releases identified herein, each Party hereby waives any rights it may have under Civil Code section 1542, which section reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR

Each Party hereto represents and warrants that it has been advised to seek advice from independent legal counsel of its own choosing regarding this Agreement and its terms and language, and understand and acknowledge the significance and consequence of these Releases, and the specific waivers of Section 1542, and each Party expressly consents that this Agreement and the Releases set forth herein shall be given full force and effect according to each and all of their express terms and provisions, including those relating to unknown and unsuspected claims, demands and causes of action, if any, as well as those relating to any other claims, demands and causes of action herein above specified.

DO NOT SIGN UNTIL READ AND FULLY UNDERSTOOD

Hospital: _____
Signature: _____

Student: _____
Signature: _____

Name: _____

Name: _____

Date: _____

Date: _____

EXHIBIT "A-4"
Saint Mary's General Hospital
HOSPITAL EMPLOYEES ONLY

I, _____ employee of **Saint Mary's General Hospital** and Student of **Hudson County Community College Nursing Program**, acknowledge that I have read, fully understand and agree to comply to the following terms:

WORKING TIME & OBSERVATION/FIELD ROTATION TIME EXCLUSIVITY:

Student/Observer agrees that his/her Working Time and Observation/Field Rotation Time are exclusive from one another, and at no point shall Student/Observer be performing Observation/Field Rotation Time and be allowed to change and perform Working Time. Likewise, at no point shall Student/Observer be performing Working Time and be allowed to change and perform Observation/Field Rotation Time.

Student/Observer Signature: _____ Date: _____

Saint Mary's General Hospital Physician or Field Experience Supervisor:

Signature: _____ Date: _____

Name: _____ Title: _____

Approved by:

Signature: _____ Date: _____

Name: _____ Title: _____



General Compliance Training Attestation Form

I, _____, hereby confirm that I have reviewed
(Name)

and understand the content of the **GENERAL COMPLIANCE TRAINING** module on
_____.

(Date)

Print Name: _____

Signature: _____

Discipline/Specialty: _____

School Name: _____

Contact Information: _____

Please return the completed form to: jeanmariechiappa@primehealthcare.com
For questions or concerns please call: 973.537.3838

EXHIBIT B
STUDENT AGREEMENT – FIELD EXPERIENCE

I, _____, a student at _____ ("School") in the _____ Program desire the opportunity to obtain Field experience through participation in a Field rotation at Hospital (hereinafter referred to as "Field Experience"), and hereby agree to the following:

I understand and agree to abide by: (i) the applicable terms and conditions of the Educational Affiliation Agreement between my School and Hospital; (ii) all applicable Hospital policies and procedures; and (iii) the Ethical and Religious Directives for Catholic Health Care Services as found at www.usccb.org/bishops/directives.shtml. I further understand and agree that failure to do so may result in the immediate termination of my participation in the aforementioned Field Experience.

1. I understand and agree that I shall not use or disclose to any third party any trade secrets and/or confidential information, facts or documents relating in any way to Hospital's business operations, patients, suppliers, vendors, personnel, contracts or financial condition or any other confidential or proprietary information except as necessary to the completion of my Field Experience. I understand the foregoing does not apply to publicly available information or information required by court order or applicable law.
2. I have been provided the necessary HIPAA training and understand and agree to: (i) appropriately access and disclose patient information; (ii) appropriately use the Hospital information system; and (iii) use reasonable safeguards to prevent unauthorized access to or disclosure of Hospital patient information.
3. I understand and agree that when I am participating in the Field Experience, I am not, and will not be, an employee of Hospital and will therefore not be eligible for any of the compensation or benefits that Hospital employees receive.
4. I authorize all necessary exchanges of information between Hospital and my School related to me and my participation in the Field Experience.
5. I agree to clearly identify myself as a student, both visually by the wearing of a name badge and in all written and verbal communication, to all patients, providers, and staff during my Field Experience.
6. I agree to act only within the scope of my Field Experience and, at such times as are necessary, will immediately attempt to resolve any question or doubt I have as to the extent of that scope with the appropriate Hospital supervisor.
7. I have been appropriately immunized as required under the Educational Affiliation Agreement and agree to submit to any additional health examinations that might be necessary to my participation in the Field Experience and further agree to make the results of any such additional examinations available to Hospital upon request.
8. I understand that Hospital may make emergency care available to me during the term of my Field Experience and that such emergency care will not be given without charge. I agree that I will be financially responsible for any medical care provided by any Hospital Facility, including any emergency care.
9. I understand and agree that Hospital retains the right to remove me at any time, if Hospital deems such removal to be in the best interests of Hospital and its patients.
10. I agree to release Hospital from any liability for the loss of or damage to my personal property while on Hospital property. I agree to be liable for and indemnify Hospital for any claims made against Hospital which are based solely on any of my activities. By signing this Agreement, I, and my parent or guardian if applicable, acknowledge that I understand the dangers of participating in the Field Experience and hereby release Hospital, its administration, board of directors, employees and agents from any and all liability from my participating in the Field Experience. I agree that this Student Agreement shall be binding and of full force and effect upon my heirs, assigns, executors, personal representatives, and guardians, including parents, durable powers of attorney or next of kin.

STUDENT:

Signature

Date

Printed Name

Program

PARENT/GUARDIAN (If Student is a minor): I hereby agree to the above terms on behalf of the above-named student.

Signature

Date

Printed Name

Program

This agreement (“Agreement”) made as of the 1st day of December in the year 2025
Between the Hospital, **JERSEY CITY MEDICAL CENTER,** (“Hospital”) at 355 Grand
St, Jersey City, NJ 07302 an affiliate of RWJBarnabas Health, Inc., and the School:

HUDSON COUNTY COMMUNITY COLLEGE

RADIOGRAPHY PROGRAM

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

1. TERM

This Agreement shall be for a period commencing on December 1, 2025 and continuing
Start Date
until November 30, 2027.
End Date

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

Either party hereto may, at any time during the term of this Agreement, with or without cause, terminate this Agreement upon thirty (30) days written notice to the other party.

The Hospital may immediately terminate a student(s) participation in the student’s rotation(s) at all RWJBH and affiliates established under this Agreement, if the Hospital, in its sole discretion, believes that the continued participation of a student is unsafe, disruptive, detrimental to the Hospital or patient care, or otherwise not in conformity with Hospital standards, policies, procedures, or health requirements.

2. EXHIBITS

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

- Exhibit A: DNV Addendum
- Exhibit B: School’s Certificate of Insurance
- Exhibit C: Hospital’s Certificate of Insurance

• **3. SCHOOL RESPONSIBILITIES**

The School agrees:

- a. To assume full responsibility for the planning, directing and the execution of the educational program and curriculum for its students including the general

supervision, administration and instruction of the Program.

- b. To assign School faculty member(s) to communicate and with to ensure that the School, the students and the Hospital work cooperatively. .
- c. To provide a clinical assignment schedule of dates for the affiliation periods throughout the academic year.
- d. That students assigned for clinical experience will receive no compensation.
- e. To advise the students that they are required to conform to the rules, regulations, and policies, including but not limited to confidentiality and privacy requirements of the Hospital. These rules, regulations and policies will be available and reviewed with the students/faculty by the Hospital.
- f. To verify the names and schedules of any and all School students that will be participating at the Hospital, at least one (1) month prior to the start of the Program and to provide the Hospital with any student changes during the clinical experience.
- g. To agree to satisfy the DNV Addendum set forth on the attached Exhibit A.

4. HOSPITAL RESPONSIBILITIES

The Hospital agrees:

- a. To participate in joint evaluation of the effectiveness of the clinical experiences through meetings and/or written evaluations of the students and faculty.
- b. To provide the necessary supplies, facilities (including lockers when available), use of the library, and supervision as may be required to ensure quality education for the students without impairing quality patient care.
- c. To provide an orientation of its facilities, policies, and procedures for the School's faculty and students.
- d. To provide emergency care for students in case of illness or accident. However, the Hospital shall not be responsible for any further care. In no event shall the Hospital be responsible for a greater amount or degree of care or assistance than it would reasonably provide for its paid employees. The a. School shall be promptly be notified of any such occurrence. The student shall be responsible for payment of any medical expenses incurred.
- e. To allow students and faculty to use the dining facilities, if available, but the cost of meals will be paid by the individual at established rates.
- f. The Hospital will inform the School of any withdrawal of accreditation

status.

5. MUTUAL OBLIGATIONS

The parties hereto mutually agree that:

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

6. REGULATORY COMPLIANCE

- a. The School and the Hospital agree that each shall comply with all applicable requirements of Municipal, County, State and Federal authorities, all applicable Municipal and County ordinances and regulations, and all applicable State and Federal statutes and regulations now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matters of this Agreement. These include, without limitation: regulatory and
 - a. statutory requirements and any and all applicable requirements under any State fair employment practices or similar laws declaring discrimination in employment based upon race, color, creed, religion, sex, sexual preference, or national origin as illegal and, if applicable, *Title VII of the Civil Rights Act of 1964* or any applicable rule or regulation promulgated pursuant to any such laws herein above described.

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

7. INSURANCE

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

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

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

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

Said General Liability policies shall provide that the insurance company will

not cancel said policy of insurance without providing the Chief Executive Officer of the School thirty (30) days advance written notice thereof.

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

8. INDEPENDENT CONTRACTOR

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

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

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

9. CONFIDENTIALITY

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

10. NO WAIVER

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

11. ENTIRE AGREEMENT

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

additional terms of this Agreement.

12. MODIFICATION

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

13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties further agree that the County in which the Hospital is located shall be the venue for any disputes between the parties.

14. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

As to Hospital:

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

With a copy to:

RWJBarnabas Health, Inc.
95 Old Short Hills Road
West Orange, NJ 07052
Attn: General Counsel's Office

As to School:

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

[SIGNATURE PAGE FOLLOWS]

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

DATE:

HOSPITAL:

By:

RWJ/Jersey City Medical Center
Human Resources Director
Tara Reid

DATE:

SCHOOL:

By:
Hudson County Community College
President
Christopher M. Reber, Ph.D.

Exhibit A
DNV ADDENDUM

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

1. The Hospital will provide oversight of contractual services to ensure that care, treatment and services provided directly to patients is safe, effective, efficient, and of the same level of high quality as services provided directly by the Hospital. School will cooperate with Hospital's oversight activities.
2. The School shall meet the performance-based expectations, goals, objectives and benchmarks as set forth in the Agreement and as follows:
 - (a) Ensure that students have met the Hospital's health requirements, as stated on the Academic Facility Attestation Student Placement Form
 - (b) Ensure that the School and their students shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time, including standards of The DNV, and medical record policies and guidelines established and approved by the Hospital, which shall be made available to the students.
3. To the extent applicable to the services provided by the School, the School and its individual students shall comply with the National Patient Safety Goals, participate in the Hospital's medical error reduction reporting process, and participate in other Hospital efforts related to patient safety.
4. The School and Hospital will establish an open line of communication. Each party will appoint an individual to act as a liaison to the other party, to address such matters as customer service issues, patient complaints, and/or staff concerns related to quality and/or safety in order to improve patient care and services provided in the Hospital. The titles of the initial liaison appointed by each party are for the School and the President and CEO or his or her designee for the Hospital.
5. The School will participate in the Hospital's risk management and/or patient safety programs as requested by Hospital, including but not limited to participation by telecommunication, such as conference calls or online conferences.
6. The School and its student(s) will cooperate with the Hospital in conducting performance improvement for both Hospital and School activities. The Hospital may

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

7. The School will only assign qualified, competent students to provide participate under this Affiliation Agreement. Each student shall have any and all applicable education, licenses, qualifications, training and experience necessary under the Agreement. School students shall only participate as designated by the Hospital to the

1. individual. The School will provide to the Hospital, upon request, any information as needed to substantiate individual student qualifications.

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

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

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

This agreement (“Agreement”) made as of the 1st day of December in the year 2025
Between the Facility, **JERSEY CITY MEDICAL CENTER, RWJ ORTHOPEDICS
CARE** (“Facility”) at 377 Jersey Avenue, Jersey City, NJ 07302 an affiliate of
RWJBarnabas Health, Inc., and the School: **HUDSON COUNTY COMMUNITY
COLLEGE**

RADIOGRAPHY PROGRAM

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

1. TERM

This Agreement shall be for a period commencing on December 1, 2025 and continuing
Start Date
until November 30, 2027.
End Date

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

Either party hereto may, at any time during the term of this Agreement, with or without cause, terminate this Agreement upon thirty (30) days written notice to the other party.

The Facility may immediately terminate a student(s) participation in the student’s rotation(s) at all RWJBH and affiliates established under this Agreement, if the Facility, in its sole discretion, believes that the continued participation of a student is unsafe, disruptive, detrimental to the Facility or patient care, or otherwise not in conformity with Facility standards, policies, procedures, or health requirements.

2. EXHIBITS

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

- Exhibit A: DNV Addendum
- Exhibit B: School’s Certificate of Insurance
- Exhibit C: Facility’s Certificate of Insurance

3. SCHOOL RESPONSIBILITIES

The School agrees:

- a. To assume full responsibility for the planning, directing and the execution of the educational program and curriculum for its students including the general supervision, administration and instruction of the Program.
- b. To assign School faculty member(s) to communicate and with to ensure that the School, the students and the Facility work cooperatively. .
- c. To provide a clinical assignment schedule of dates for the affiliation periods throughout the academic year.
- d. That students assigned for clinical experience will receive no compensation.
- e. To advise the students that they are required to conform to the rules, regulations, and policies, including but not limited to confidentiality and privacy requirements of the Facility. These rules, regulations and policies will be available and reviewed with the students/faculty by the Facility.
- f. To verify the names and schedules of any and all School students that will be participating at the Facility, at least one (1) month prior to the start of the Program and to provide the Facility with any student changes during the clinical experience.
- g. To agree to satisfy the DNV Addendum set forth on the attached Exhibit A.

4. FACILITY RESPONSIBILITIES

The Facility agrees:

- a. To participate in joint evaluation of the effectiveness of the clinical experiences through meetings and/or written evaluations of the students and faculty.
- b. To provide the necessary supplies, facilities (including lockers when available), use of the library, and supervision as may be required to ensure quality education for the students without impairing quality patient care.
- c. To provide an orientation of its facilities, policies, and procedures for the School's faculty and students.
- d. To provide emergency care for students in case of illness or accident. However, the Facility shall not be responsible for any further care. In no event shall the Facility be responsible for a greater amount or degree of care or assistance than it would reasonably provide for its paid employees. The
 - a. School shall be promptly be notified of any such occurrence. The student shall be responsible for payment of any medical expenses incurred.
- e. To allow students and faculty to use the dining facilities, if available, but the cost of meals will be paid by the individual at established rates.

- f. The Facility will inform the School of any withdrawal of accreditation status.

5. MUTUAL OBLIGATIONS

The parties hereto mutually agree that:

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

6. REGULATORY COMPLIANCE

- a. The School and the Facility agree that each shall comply with all applicable requirements of Municipal, County, State and Federal authorities, all applicable Municipal and County ordinances and regulations, and all applicable State and Federal statutes and regulations now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matters of this Agreement. These include, without limitation: regulatory and
 - a. statutory requirements and any and all applicable requirements under any State fair employment practices or similar laws declaring discrimination in employment based upon race, color, creed, religion, sex, sexual preference, or national origin as illegal and, if applicable, *Title VII of the Civil Rights Act of 1964* or any applicable rule or regulation promulgated pursuant to any such laws herein above described.

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

7. INSURANCE

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

Said General Liability policies shall provide that the insurance company will not cancel said policy of insurance without providing the Chief Executive Officer of the Facility thirty (30) days advance written notice thereof.

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

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

Said General Liability policies shall provide that the insurance company will

not cancel said policy of insurance without providing the Chief Executive Officer of the School thirty (30) days advance written notice thereof.

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

8. INDEPENDENT CONTRACTOR

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

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

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

9. CONFIDENTIALITY

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

10. NO WAIVER

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

11. ENTIRE AGREEMENT

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

additional terms of this Agreement.

12. MODIFICATION

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

13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties further agree that the County in which the Facility is located shall be the venue for any disputes between the parties.

14. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

As to Facility:

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

With a copy to:

RWJBarnabas Health, Inc.
95 Old Short Hills Road
West Orange, NJ 07052
Attn: General Counsel's Office

As to School:

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

[SIGNATURE PAGE FOLLOWS]

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

DATE:

FACILITY:

By:

DATE:

SCHOOL:

By:

Exhibit A
DNV ADDENDUM

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

1. The Facility will provide oversight of contractual services to ensure that care, treatment and services provided directly to patients is safe, effective, efficient, and of the same level of high quality as services provided directly by the Facility. School will cooperate with Facility's oversight activities.
2. The School shall meet the performance-based expectations, goals, objectives and benchmarks as set forth in the Agreement and as follows:
 - (a) Ensure that students have met the Facility's health requirements, as stated on the Academic Facility Attestation Student Placement Form
 - (b) Ensure that the School and their students shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time, including standards of The DNV, and medical record policies and guidelines established and approved by the Facility, which shall be made available to the students.
3. To the extent applicable to the services provided by the School, the School and its individual students shall comply with the National Patient Safety Goals, participate in the Facility's medical error reduction reporting process, and participate in other Facility efforts related to patient safety.
4. The School and Facility will establish an open line of communication. Each party will appoint an individual to act as a liaison to the other party, to address such matters as customer service issues, patient complaints, and/or staff concerns related to quality and/or safety in order to improve patient care and services provided in the Facility. The titles of the initial liaison appointed by each party are for the School and the President and CEO or his or her designee for the Facility.
5. The School will participate in the Facility's risk management and/or patient safety programs as requested by Facility, including but not limited to participation by telecommunication, such as conference calls or online conferences.
6. The School and its student(s) will cooperate with the Facility in conducting performance improvement for both Facility and School activities. The Facility may establish performance indicators and thresholds to measure expected levels of performance, which will be conveyed to the School.
7. The School will only assign qualified, competent students to provide participate under this Affiliation Agreement. Each student shall have any and all applicable education, licenses, qualifications, training and experience necessary under the Agreement. School students shall only participate as designated by the Facility to the

1. individual. The School will provide to the Facility, upon request, any information as needed to substantiate individual student qualifications.

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

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

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

This agreement (“Agreement”) made as of the 1st day of December in the year 2025
Between the Facility, **JERSEY CITY MEDICAL CENTER, RWJ ORTHOPEDICS**
 (“Facility”) at 100 Town Square Place, Jersey City, NJ 07310 an affiliate of RWJBarnabas
Health, Inc., and the School: **HUDSON COUNTY COMMUNITY COLLEGE**

RADIOGRAPHY PROGRAM

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

1. TERM

This Agreement shall be for a period commencing on December 1, 2025 and continuing
until November 30, 2027.
Start Date
End Date

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

Either party hereto may, at any time during the term of this Agreement, with or without cause, terminate this Agreement upon thirty (30) days written notice to the other party.

The Facility may immediately terminate a student(s) participation in the student’s rotation(s) at all RWJBH and affiliates established under this Agreement, if the Facility, in its sole discretion, believes that the continued participation of a student is unsafe, disruptive, detrimental to the Facility or patient care, or otherwise not in conformity with Facility standards, policies, procedures, or health requirements.

2. EXHIBITS

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

- Exhibit A: DNV Addendum
- Exhibit B: School’s Certificate of Insurance
- Exhibit C: Facility’s Certificate of Insurance

3. SCHOOL RESPONSIBILITIES

The School agrees:

- a. To assume full responsibility for the planning, directing and the execution of the educational program and curriculum for its students including the general

supervision, administration and instruction of the Program.

- b. To assign School faculty member(s) to communicate and with to ensure that the School, the students and the Facility work cooperatively. .
- c. To provide a clinical assignment schedule of dates for the affiliation periods throughout the academic year.
- d. That students assigned for clinical experience will receive no compensation.
- e. To advise the students that they are required to conform to the rules, regulations, and policies, including but not limited to confidentiality and privacy requirements of the Facility. These rules, regulations and policies will be available and reviewed with the students/faculty by the Facility.
- f. To verify the names and schedules of any and all School students that will be participating at the Facility, at least one (1) month prior to the start of the Program and to provide the Facility with any student changes during the clinical experience.
- g. To agree to satisfy the DNV Addendum set forth on the attached Exhibit A.

4. FACILITY RESPONSIBILITIES

The Facility agrees:

- a. To participate in joint evaluation of the effectiveness of the clinical experiences through meetings and/or written evaluations of the students and faculty.
- b. To provide the necessary supplies, facilities (including lockers when available), use of the library, and supervision as may be required to ensure quality education for the students without impairing quality patient care.
- c. To provide an orientation of its facilities, policies, and procedures for the School's faculty and students.
- d. To provide emergency care for students in case of illness or accident. However, the Facility shall not be responsible for any further care. In no event shall the Facility be responsible for a greater amount or degree of care or assistance than it would reasonably provide for its paid employees. The a. School shall be promptly be notified of any such occurrence. The student shall be responsible for payment of any medical expenses incurred.
- e. To allow students and faculty to use the dining facilities, if available, but the cost of meals will be paid by the individual at established rates.
- f. The Facility will inform the School of any withdrawal of accreditation

status.

5. MUTUAL OBLIGATIONS

The parties hereto mutually agree that:

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

6. REGULATORY COMPLIANCE

- a. The School and the Facility agree that each shall comply with all applicable requirements of Municipal, County, State and Federal authorities, all applicable Municipal and County ordinances and regulations, and all applicable State and Federal statutes and regulations now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matters of this Agreement. These include, without limitation: regulatory and
 - a. statutory requirements and any and all applicable requirements under any State fair employment practices or similar laws declaring discrimination in employment based upon race, color, creed, religion, sex, sexual preference, or national origin as illegal and, if applicable, *Title VII of the Civil Rights Act of 1964* or any applicable rule or regulation promulgated pursuant to any such laws herein above described.

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

7. INSURANCE

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

Said General Liability policies shall provide that the insurance company will not cancel said policy of insurance without providing the Chief Executive Officer of the Facility thirty (30) days advance written notice thereof.

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

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

Said General Liability policies shall provide that the insurance company will

not cancel said policy of insurance without providing the Chief Executive Officer of the School thirty (30) days advance written notice thereof.

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

8. INDEPENDENT CONTRACTOR

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

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

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

9. CONFIDENTIALITY

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

10. NO WAIVER

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

11. ENTIRE AGREEMENT

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

additional terms of this Agreement.

12. MODIFICATION

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

13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties further agree that the County in which the Facility is located shall be the venue for any disputes between the parties.

14. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

As to Facility:

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

With a copy to:

RWJBarnabas Health, Inc.
95 Old Short Hills Road
West Orange, NJ 07052
Attn: General Counsel's Office

As to School:

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

[SIGNATURE PAGE FOLLOWS]

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

DATE:

HOSPITAL:

By:

RWJ/Jersey City Medical Center
Human Resources Director
Tara Reid

DATE:

SCHOOL:

By:
Hudson County Community College
President
Christopher M. Reber, Ph.D.

Exhibit A
DNV ADDENDUM

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

1. The Facility will provide oversight of contractual services to ensure that care, treatment and services provided directly to patients is safe, effective, efficient, and of the same level of high quality as services provided directly by the Facility. School will cooperate with Facility's oversight activities.
2. The School shall meet the performance-based expectations, goals, objectives and benchmarks as set forth in the Agreement and as follows:
 - (a) Ensure that students have met the Facility's health requirements, as stated on the Academic Facility Attestation Student Placement Form
 - (b) Ensure that the School and their students shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time, including standards of The DNV, and medical record policies and guidelines established and approved by the Facility, which shall be made available to the students.
3. To the extent applicable to the services provided by the School, the School and its individual students shall comply with the National Patient Safety Goals, participate in the Facility's medical error reduction reporting process, and participate in other Facility efforts related to patient safety.
4. The School and Facility will establish an open line of communication. Each party will appoint an individual to act as a liaison to the other party, to address such matters as customer service issues, patient complaints, and/or staff concerns related to quality and/or safety in order to improve patient care and services provided in the Facility. The titles of the initial liaison appointed by each party are for the School and the President and CEO or his or her designee for the Facility.
5. The School will participate in the Facility's risk management and/or patient safety programs as requested by Facility, including but not limited to participation by telecommunication, such as conference calls or online conferences.
6. The School and its student(s) will cooperate with the Facility in conducting performance improvement for both Facility and School activities. The Facility may

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

7. The School will only assign qualified, competent students to provide participate under this Affiliation Agreement. Each student shall have any and all applicable education, licenses, qualifications, training and experience necessary under the Agreement. School students shall only participate as designated by the Facility to the

1. individual. The School will provide to the Facility, upon request, any information as needed to substantiate individual student qualifications.

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

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

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

This agreement (“Agreement”) made as of the 1st day of December in the year 2025

Between the Facility, **JERSEY CITY MEDICAL CENTER, OUTPATIENT**

SERVICES AT COLONY PLAZA (“Facility”) at 414 Grand Street, Suite 14, Jersey City,

NJ 07302 an affiliate of RWJBarnabas Health, Inc., and the School: **HUDSON**

COUNTY COMMUNITY COLLEGE

RADIOGRAPHY PROGRAM

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

1. TERM

This Agreement shall be for a period commencing on December 1, 2025 and continuing
Start Date
until November 30, 2027.
End Date

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

Either party hereto may, at any time during the term of this Agreement, with or without cause, terminate this Agreement upon thirty (30) days written notice to the other party.

The Facility may immediately terminate a student(s) participation in the student’s rotation(s) at all RWJBH and affiliates established under this Agreement, if the Facility, in its sole discretion, believes that the continued participation of a student is unsafe, disruptive, detrimental to the Facility or patient care, or otherwise not in conformity with Facility standards, policies, procedures, or health requirements.

2. EXHIBITS

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

- Exhibit A: DNV Addendum
- Exhibit B: School’s Certificate of Insurance
- Exhibit C: Facility’s Certificate of Insurance

3. SCHOOL RESPONSIBILITIES

The School agrees:

- a. To assume full responsibility for the planning, directing and the execution of the educational program and curriculum for its students including the general supervision, administration and instruction of the Program.
- b. To assign School faculty member(s) to communicate and with to ensure that the School, the students and the Facility work cooperatively. .
- c. To provide a clinical assignment schedule of dates for the affiliation periods throughout the academic year.
- d. That students assigned for clinical experience will receive no compensation.
- e. To advise the students that they are required to conform to the rules, regulations, and policies, including but not limited to confidentiality and privacy requirements of the Facility. These rules, regulations and policies will be available and reviewed with the students/faculty by the Facility.
- f. To verify the names and schedules of any and all School students that will be participating at the Facility, at least one (1) month prior to the start of the Program and to provide the Facility with any student changes during the clinical experience.
- g. To agree to satisfy the DNV Addendum set forth on the attached Exhibit A.

4. FACILITY RESPONSIBILITIES

The Facility agrees:

- a. To participate in joint evaluation of the effectiveness of the clinical experiences through meetings and/or written evaluations of the students and faculty.
- b. To provide the necessary supplies, facilities (including lockers when available), use of the library, and supervision as may be required to ensure quality education for the students without impairing quality patient care.
- c. To provide an orientation of its facilities, policies, and procedures for the School's faculty and students.
- d. To provide emergency care for students in case of illness or accident. However, the Facility shall not be responsible for any further care. In no event shall the Facility be responsible for a greater amount or degree of care or assistance than it would reasonably provide for its paid employees. The
 - a. School shall be promptly be notified of any such occurrence. The student shall be responsible for payment of any medical expenses incurred.
- e. To allow students and faculty to use the dining facilities, if available, but the cost of meals will be paid by the individual at established rates.

- f. The Facility will inform the School of any withdrawal of accreditation status.

5. MUTUAL OBLIGATIONS

The parties hereto mutually agree that:

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

6. REGULATORY COMPLIANCE

- a. The School and the Facility agree that each shall comply with all applicable requirements of Municipal, County, State and Federal authorities, all applicable Municipal and County ordinances and regulations, and all applicable State and Federal statutes and regulations now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matters of this Agreement. These include, without limitation: regulatory and
 - a. statutory requirements and any and all applicable requirements under any State fair employment practices or similar laws declaring discrimination in employment based upon race, color, creed, religion, sex, sexual preference, or national origin as illegal and, if applicable, *Title VII of the Civil Rights Act of 1964* or any applicable rule or regulation promulgated pursuant to any such laws herein above described.

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

7. INSURANCE

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

Said General Liability policies shall provide that the insurance company will not cancel said policy of insurance without providing the Chief Executive Officer of the Facility thirty (30) days advance written notice thereof.

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

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

Said General Liability policies shall provide that the insurance company will

not cancel said policy of insurance without providing the Chief Executive Officer of the School thirty (30) days advance written notice thereof.

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

8. INDEPENDENT CONTRACTOR

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

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

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

9. CONFIDENTIALITY

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

10. NO WAIVER

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

11. ENTIRE AGREEMENT

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

additional terms of this Agreement.

12. MODIFICATION

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

13. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties further agree that the County in which the Facility is located shall be the venue for any disputes between the parties.

14. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

As to Facility:

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

With a copy to:

RWJBarnabas Health, Inc.
95 Old Short Hills Road
West Orange, NJ 07052
Attn: General Counsel's Office

As to School:

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

[SIGNATURE PAGE FOLLOWS]

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

DATE:

HOSPITAL:

By:

RWJ/Jersey City Medical Center
Human Resources Director
Tara Reid

DATE:

SCHOOL:

By:
Hudson County Community College
President
Christopher M. Reber, Ph.D.

Exhibit A
DNV ADDENDUM

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

1. The Facility will provide oversight of contractual services to ensure that care, treatment and services provided directly to patients is safe, effective, efficient, and of the same level of high quality as services provided directly by the Facility. School will cooperate with Facility's oversight activities.
2. The School shall meet the performance-based expectations, goals, objectives and benchmarks as set forth in the Agreement and as follows:
 - (a) Ensure that students have met the Facility's health requirements, as stated on the Academic Facility Attestation Student Placement Form
 - (b) Ensure that the School and their students shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time, including standards of The DNV, and medical record policies and guidelines established and approved by the Facility, which shall be made available to the students.
3. To the extent applicable to the services provided by the School, the School and its individual students shall comply with the National Patient Safety Goals, participate in the Facility's medical error reduction reporting process, and participate in other Facility efforts related to patient safety.
4. The School and Facility will establish an open line of communication. Each party will appoint an individual to act as a liaison to the other party, to address such matters as customer service issues, patient complaints, and/or staff concerns related to quality and/or safety in order to improve patient care and services provided in the Facility. The titles of the initial liaison appointed by each party are for the School and the President and CEO or his or her designee for the Facility.
5. The School will participate in the Facility's risk management and/or patient safety programs as requested by Facility, including but not limited to participation by telecommunication, such as conference calls or online conferences.
6. The School and its student(s) will cooperate with the Facility in conducting performance improvement for both Facility and School activities. The Facility may

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

7. The School will only assign qualified, competent students to provide participate under this Affiliation Agreement. Each student shall have any and all applicable education, licenses, qualifications, training and experience necessary under the Agreement. School students shall only participate as designated by the Facility to the

1. individual. The School will provide to the Facility, upon request, any information as needed to substantiate individual student qualifications.

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

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

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

Fairleigh Dickinson University

Experiential Education Affiliation Agreement

THIS Experiential Education Affiliation Agreement (“Agreement”) is entered into on this ____ day of _____, 2025__ by and between Hudson County Community College, Nursing and Health Sciences Division, Radiograph Program, (“Institution”), and Fairleigh Dickinson University, a New Jersey non-profit corporation (“University”), (each a “Party” and collectively, the “Parties”).

WITNESSETH:

Whereas, University offers a baccalaureate degree program in Radiographic Technology (the "Degree Program") that is approved by the State of New Jersey Office Of The Secretary of Higher Education;

Whereas, the Degree Program requires that a student engage in three years of general education and two years of clinical education, and the University can provide the general education component of the Degree Program;

Whereas, Institution operates a 24-month clinical program for radiography students that is accredited by the Joint Review Committee on Education in Radiologic Technology (JRCERT) and approved by the New Jersey Radiologic Technology Board of Examiners, which is a division of the New Jersey Department of Environmental Protection (the "Institution Program"), which is located on the Hospital campus; and

Whereas the Institution and the University are mutually desirous of providing for the establishment, direction and operation of a clinical articulation for the benefit of University students, pursuant to which the University would accept the educational credits issued by the Institution and treat completion of the Institution Program as sufficient for completion of the clinical component of the Degree Program.

WHEREAS, In order to ensure that its students meet the experiential requirements for licensure and the requirements of the student’s educational degree, University has established an experiential education curriculum which requires affiliations with institutions maintaining practice facilities, equipment, services and personnel appropriate for students to receive necessary professional experience, and

WHEREAS, University desires that its students obtain clinical experience at the Institution’s facilities, and

WHEREAS, Institution desires and deems it beneficial to participate in the Degree Program by providing clinical experiences for University students pursuant to the terms and conditions of this Agreement. Institution and certain of its employed licensed healthcare professionals will cooperate with University to provide a period of professional education and experience to University students.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1.0 PROGRAM PARAMETERS

- 1.01 The recitals set forth above are incorporated into and made part of this Agreement.
- 1.02 The period of time for each student's experiential education course shall be agreed upon in writing by the Parties before the student begins his or her Program. Dates will be distributed to preceptors after such agreement.
- 1.03 The University Representative (as defined in Section 3.01) and the Institution Designee (as defined in Section 4.09) shall be responsible for arriving at a written agreement on behalf of their respective Parties regarding the duration of the Degree Program instruction and the number of University students to receive Degree Program instruction at Institution's facilities as provided for in in this Section 1.0.
- 1.04 The Degree Program and the maintenance of the standards of instruction shall be the shared responsibility of University and the Institution. University shall only refer for participation in the Degree Program students who are in good academic standing, have met the applicable health standards and successfully passed the criminal background screening. University shall at the request of Institution provide the Institution with verification of clearances.
- 1.05 University students who are enrolled in the Degree Program shall have the option to apply to the Institution Program in order to complete the clinical component of the Degree Program after they satisfactorily complete the three-year general education component of the Degree Program at the University. Upon completion of the Institution Program by a student, the University shall accept in full the educational credits issued by the Institution and allow the student to graduate from the University with a Bachelors of Science in Radiologic Technology, assuming all other requirements of the University have been met.
- 1.06 It is the intention of both parties that the Degree Program and the School Program shall, as applicable, comply with the requirements of the STANDARDS and GUIDELINES of the JRCERT, the New Jersey Radiologic Technology Board of Examiners and the Office of the Secretary of Higher in order to qualify students who participate in the Degree Program and the Institution Program to be eligible for a Bachelors of Science Degree in Radiologic Technology and to sit for the ARRT and/or state licensure examination(s). In the event that either party becomes aware of the Degree Program or the Institution Program not being in compliance with any of the above requirements, the party shall immediately notify the other party and the parties shall attempt to, swiftly, and in any event in no event longer than thirty (30) days, bring the noncompliant program into compliance. If either program is not in compliance for thirty (30) days, either party may terminate this Agreement upon notice to the other party.

2.0 TERM AND TERMINATION

2.01 Term. This Agreement shall be effective as of November 20, 2025 and shall remain in effect until November 19, 2027.

2.02 Termination.

2.02.1 Mutual Agreement. This Agreement may be terminated at any time upon the mutual written agreement of the Parties.

2.02.2 Without Cause. This Agreement may be terminated without cause upon 120 days prior written notice by either Party. Such termination shall not take effect, however, with regard to students already enrolled in the Degree Program until such time as those students have completed their training for the semester during which such termination notice is given.

3.0 UNIVERSITY RESPONSIBILITIES

3.01 Schedule of Assignments. University shall provide the Institution Designee with copies of syllabi and student assignments relative to the Degree Program offered by Institution.

3.02 University Representative. University shall designate a University employee as the University Representative, who shall coordinate with Institution Designee in planning the Degree Program.

3.03 University assumes full responsibility for the development, organization, and implementation of the Degree Program and the curriculum of the general education component of the Degree Program, both of which will comply with the requirements of the State of New Jersey Office Of The Secretary Of Higher Education.

3.04 University will accept students to the Degree Program in accordance with the general rules, regulations and policies of the University regarding admissions. The Institution shall have no right to participate in the University's decision regarding acceptance of students to the Degree Program.

3.05 During the general education component, University will provide for the testing, guidance and counseling of all students enrolled in the general education component of the Degree Program pursuant to its rules, regulations and policies applicable to all students. In addition, it will ensure that the testing, guidance and counseling are in compliance with the requirements of the State of New Jersey Office Of The Secretary Of Higher Education.

3.06 Upon receipt of an official transcript from the Institution evidencing that a student satisfactorily completed the Institution Program, the University will grant full college credits for the classes taken as part of the Institution Program and grant the student a Bachelors of Science in Radiologic Technology, provided that all other requirements of the Degree Program and the University have been met.

3.07 Within twenty one (21) days of University's receipt of an official transcript from the Institution regarding a student, the University shall provide the Institution a written notification that such student has fulfilled all requirements of professional and

Radiographic Technology, as defined by the American Registry of Radiologic Technologists (ARRT), which will permit the student to take the certification examination.

- 3.09 Records. University shall maintain all academic, background check, health and other University generated or compiled records of the students participating in the Degree Program.
- 3.10 Rules and Regulations. University and Institution shall each enforce, as their respective interests apply, rules and regulations governing the students that are mutually agreed upon by University and Institution. University shall instruct its students on the general requirements of The Joint Commission (“TJC”), Centers for Medicare and Medicaid Services (“CMS”) and 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”).
- 3.11 Health Standards. University will require that each student participating in the Program is screened to confirm that they meet all applicable health standards established, and implemented, by Institution for its own employees. Institution shall have the right to terminate from the Program any student when the health status of such student is detrimental to the health and/or safety of Institution’s patients and/or staff as reasonably determined by Institution.
- 3.12 Criminal Background Checks. University will ensure a background check is conducted on each student participating in the Degree Program prior to their experiential experience. Such background checks shall comply with the requirements of Institution. Institution reserves the right to reject any student who Institution determines does not have a satisfactory background check.
- 3.13 Student Responsibilities. University shall notify the students who are to participate in the Program at the Institution that they are responsible for:
 - 3.13.1 Following the clinical and administrative policies, procedures, rules and regulations of Institution, including Institution’s code of conduct.
 - 3.13.2 Arranging for their transportation and living arrangements.
 - 3.13.3 Arranging for, and assuming the cost of, health insurance.
 - 3.13.4 Assuming responsibility for treatment of any illness or injury the student may have while participating in the Program, obtaining necessary immunizations and a tuberculin test, and having an annual health examination.
 - 3.13.5 Keeping all patient information confidential. Such notification shall include the warning that the discussion, transmission or narration in any form by students of any patient information of a personal nature, medical or otherwise, obtained in the regular course of the Program is forbidden except with the written permission of Institution.

- 3.13.6 Complying with Institution's dress code, provided Institution shall have provided same to the student.
- 3.13.7 Attending an orientation of the Institution provided by same.
- 3.14 Payroll Taxes and Withholdings. University shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for employees and agents of University providing services under this Agreement. University shall defend, indemnify and hold Institution harmless against all claims against Institution by employees or agents of University with respect to payroll taxes, withholdings, workers' compensation and other insurance benefits. No employer/employee relationship shall be established between Institution and student by virtue of student's participation in the program established by this agreement.
- 3.15 Student Insurance. Institution shall be provided with a certificate of insurance or other written confirmation that each Student participating in the Program has health insurance and personal malpractice insurance.
- 3.16 Publications. In order to assure that patients' rights of privacy are not violated, University will use reasonable efforts to prohibit the publication by the students, faculty or staff members of any material relative to their clinical education experience that has not been reviewed by Institution and University. Any article written by a student that has been based on information acquired through his or her clinical education experience must clearly reflect that University or Institution does not endorse the article, even where a review has been made prior to publication. This is accomplished by instructing the Students that the following disclaimer must appear with each such article written: "The opinion and conclusions present herein are those of the author and do not necessarily represent the views of University or Institution."

4.0 INSTITUTION'S RESPONSIBILITIES

- 4.01 Institution will appoint and maintain the faculty and facilities necessary to provide the Institution Program in accordance with the requirements of JRCERT and the New Jersey Department of Environmental Protection.
- 4.02 Institution assumes full responsibility for the development, organization and implementation of the Institution Program, including the curriculum for the Institution Program. The curriculum will comply with the STANDARDS and GUIDELINES of an Accredited Program in Radiology according to the JCERT.
- 4.03 Institution will provide for the testing, guidance and counseling of all students enrolled in the Institution Program in accordance with the STANDARDS and GUIDELINES of an Accredited Program in Radiology according to the JCERT.

- 4.04 Institution will accept students into the Institution Program in accordance with Institution's admission rules, regulations and policies. In no event shall Institution be obligated to accept a Degree Program student. In the event Institution does not accept a Degree Program student, the Institution will notify the University.
- 4.05 Institution shall have the sole authority, termination power and responsibility of the Institution Program students during the 24-month clinical program at the Institution as stated in the Institution brochure and Student Handbook, which the Institution will provide to the University and to students of the Institution Program. Despite anything to the contrary set forth elsewhere in the Agreement, the Institution shall not be responsible for the acts or omissions of the students while said students are on the University campus or at any time which said students are not actively engaged in the Institution Program.
- 4.06 Institution will maintain its accreditation with the JRCERT and approval with the New Jersey Radiologic Board of Examiners and will notify the University of any change in its accreditation status. The Institution assumes full responsibility for offering an educational program eligible for accreditation by JCERT unless it notifies the University otherwise. Institution must notify University concerning any changes in accreditation status as soon as the Institution is notified by the accrediting agency.
- 4.07 Within two (2) weeks of the Institution's calculation of the student's final Institution Program grades, the Institution will submit an official transcript to the University.
- 4.08 Upon receipt of a Institution Program student's Program Verification form from the ARRT, the Institution Program Director shall confirm for the ARRT whether or not student is eligible to sit for the National Certification Examination of the ARRT certification examination; provided, however, that the Institution has received University's written or emailed notification of such student's eligibility for a degree from the University, which shall include the University's confirmation that those enrolled in the Degree Program have obtained their Bachelors Degree, and an official transcript for each student.
- 4.09 Clinical Experience. Subject to paragraph 4.04, Institution shall accept from University the mutually agreed upon number of students enrolled in the Degree Program and shall provide said students with supervised clinical experience as provided for herein.
- 4.10 Institution Designee. Institution shall designate a member of Institution's staff as the Institution Designee to participate with the University Representative in planning, implementing and coordinating the Degree Program.
- 4.11 Access to Facilities. Institution shall permit students accepted into the Institution's program access to its facilities as appropriate and necessary for the Degree Program, provided that the presence of the students shall not interfere with the activities of Institution. Institution shall provide an on-site orientation of the Institution's facilities, policies, and procedures to instructors and students.

- 4.12 Institution Rules & Regulations. Institution shall instruct the students on Institution rules and regulations, as well as the application of TJC, CMS and HIPAA requirements specific to the Institution. Institution shall provide University with a copy of its rules and regulations in digital or web-based format. Institution shall be responsible for ensuring that the students comply with all applicable Institution policies and Federal and State regulatory requirements including, but not limited to TJC, CMS and HIPAA.
- 4.13 Withdrawal of Students. Institution may request University to withdraw from the Program any student who Institution reasonably determines is not performing satisfactorily, or who refuses to follow Institution's administrative policies, procedures, rules and regulations. Such request must be in writing and must include a statement as to the reason or reasons why Institution desires to have the student withdrawn. University shall comply with such request within five (5) days of receipt of the written request provided that any dispute shall be resolved by the Institution's Designee and the University Representative.
- 4.14 Emergency Health Care First Aid. Institution shall, on any day when students are receiving education at its facilities, provide the students necessary emergency health care or first aid for accidents occurring at the Institution. Except for such emergency assistance, Institution shall have no obligation to furnish medical or surgical care to any student. Cost of emergency care will be billed to student insurance. Students shall be responsible for any amounts not paid by insurance.
- 4.15 Communicable Disease. In the event that a student or faculty member is exposed to a reportable confirmed or suspected communicable disease as referenced in the New Jersey Administrative Code 8:57, during their participation in the Program, Institution notify the student as being an individual who may have been in contact with the case during the infectious period of disease and thus exposed to that disease. The student and faculty will receive appropriate Post Exposure Prophylaxis through the Institution's Employee Health Department or Emergency Department at no cost to the individual student and faculty. The University's Student Wellness Services Director will be notified if there is a suspected or confirmed communicable disease report involving the students and faculty of the University.
- 4.16 Maintenance of Patient Services. Institution shall be responsible for developing, maintaining and providing services to all its patients and Institution will at all times provide an adequate, competent staff to be responsible for the development, maintenance and provision of these services to Institution patients . Institution will maintain at least its normal staffing levels while students are present. In no event will a student be expected or allowed to perform services in place of Institutions employees.

- 4.17 Payroll Taxes and Withholdings. Institution shall be solely responsible for any payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind for its employees and agents of Institution providing services under this Agreement. Institution shall defend, indemnify and hold Institution harmless against all claims against University by employees or agents of Institution with respect to payroll taxes, withholdings, workers' compensation and other insurance benefits. Under no circumstances shall Institution be responsible for any student's payroll taxes, withholdings, workers' compensation and any other insurance or benefits of any kind.
- 4.18 Student Contact Information. University or its students may provide Institution with contact information for each student enrolled in the Program in the form of a student profile, which shall include the student's name, address and telephone number, prior to the beginning date of the planned clinical experience. Institution shall only use the student contact information to fulfill its obligations under this Agreement and agrees not to release any information in the student profile to any third party except as may be permitted by law. To the extent the Institution is in possession of any student record or information, the Institution shall treat same in accordance with all applicable Federal, State and local laws including but not limited to the Family Educational Rights and Privacy Act.
- 4.19 Preceptors. Institution agrees to provide individuals that will directly precept/supervise University students without payment from the University; Institution clinicians who agree to precept students will collaborate with University instructors regarding appropriate clinical experiences to meet course objectives. Institution clinicians will give verbal and written input/evaluations of student performance to the University. University instructors will participate in the evaluation of University students.

5.0 NON-DISCRIMINATION

Parties agree that they shall not unlawfully discriminate on the basis of sex, race, creed, color, religion, handicap/disability, gender, gender expression, gender identity, genetic information, age, marital status, sexual orientation, veteran status, pregnancy status, ancestry or national origin in connection with this Agreement that each shall fully comply with all Federal and State statutes concerning discrimination in connection with their respective obligations pursuant to this Agreement.

6.0 STATUS OF UNIVERSITY AND INSTITUTION

6.01 It is expressly agreed and understood by University and Institution that students participating in the Degree Program are in attendance for educational purposes, and such students are not considered employees of Institution or University for any purpose whatsoever. Accordingly, no student participating in the Degree Program shall be entitled to any compensation for services, provision of employee welfare and pension benefits, or provision of workers' compensation insurance. It is further understood that nothing in this Agreement is intended to be construed as an offer of employment to any Student in connection with the Program by Institution of University.

6.01 Institution assumes and maintains primary responsibility for services rendered to all of its patients and assumes and maintains complete control and supervision over all

its employees and no Institution employees shall be deemed to be the employees or agents of University. University shall not be liable for any salaries of Institution's employees unless agreed upon in written by authorized representatives of University and Institution with an employment contract. Institution will assume sole and complete liability for all acts and omissions of its employees.

7.0 INDEMNIFICATION

7.01 University agrees to indemnify, defend and hold Institution and its affiliates, directors, trustees, officers, agents, and employees harmless against any and all third-party claims, demands, damages, costs, expenses, losses, liabilities or injuries to persons or property of whatever kind of nature, including court costs and attorney fees, to the extent arising out of or related to the negligence or willful misconduct in the delivery of its general education program design and teaching activities at the University by its students, faculty, employees, or representatives.

7.02 Institution agrees to indemnify, defend and hold University and its affiliates, directors, trustees, officers, agents, and employees harmless against any and all third-party claims, demands, damages, costs, expenses, losses, liabilities or injuries to persons or property of whatever nature, including court costs and attorney fees, to the extent arising out of or resulting from the negligence or willful misconduct in the delivery of client/patient care or clinical experience activities at the facilities by Institution, its employees, or representatives.”

8.0 INSURANCE

8.01 University shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that shall not be less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) in the aggregate each for professional liability insurance and comprehensive general liability insurance. University shall provide Institution with a certificate of insurance evidencing the insurance coverage required under this Section 0 upon execution of this Agreement. University shall further ensure that not less than thirty (30) days' notice shall be provided to Institution of the cancellation of such insurance. University shall promptly notify Institution of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

8.02 Institution shall procure and maintain in force during the term of this Agreement, at its sole cost and expense, insurance in amounts that shall not be less than One Million Dollars (\$1,000,000) for each occurrence and Three Million Dollars (\$3,000,000) in the aggregate each for professional liability insurance and comprehensive general liability insurance. Institution shall provide University with a certificate of insurance evidencing the insurance coverage required under this Section 0 upon execution of this Agreement. Institution shall further ensure that not less than thirty (30) days' notice shall be provided to University of the cancellation of such insurance. Institution shall promptly notify

University of any cancellation, reduction, or other material change in the amount or scope of any coverage required hereunder.

9.0 CONFIDENTIALITY

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 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; 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; and proprietary Program design elements.

Duty to Protect. Each party will protect the other party's Confidential Information and will only disclose Confidential Information to persons who have a "need to know" the Confidential Information to provide services under this Agreement. Each Party will apprise said persons of the confidentiality obligations and ensure that they comply with the terms of this Agreement.

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 or government order or requirement, or operation of law, including, without limitation New Jersey's Open Public Records Act and other right-to-know laws. Before disclosing any Confidential Information under a court or government order, or operation of law, including, without limitation New Jersey's Open Public Records Act and other right-to-know laws, the Recipient shall provide the other party (the "Injured Party") reasonable notice and the opportunity to object to or limit such disclosure. The Injured Party may suffer irreparable harm in the event that the Recipient fails to comply with the terms of this agreement. Monetary damages may be inadequate to compensate for such breach. Accordingly, in addition to any other 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 seek injunctive relief to enforce the terms of this Agreement.

HIPAA Compliance. Without limiting the foregoing, the Institution shall take all steps reasonably necessary to maintain strict compliance with the requirements of the HIPAA. University acknowledges and agrees that all patient records of Institution shall be and remain the property of and in the custody of Institution. Upon termination of this

Agreement, neither University or its faculty shall retain nor have access to the patient record of any Institution patient.

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

10.0 EMPLOYMENT PRACTICES

Recordkeeping. Each party's respective employment, healthcare and record keeping practices shall conform to all federal, state and local statutes, ordinances, and rules and regulations. Upon reasonable request, Institution shall provide University 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.

11.01 GENERAL PROVISIONS

Amendments. This Agreement may be amended at any time by mutual agreement of the Parties without additional consideration, provided that before any amendment shall become effective, it shall be reduced to writing and signed by the Parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with the law of the State in which the Facilities are located or Federal law, it shall be deemed amended to eliminate the conflict.

Assignment. Neither Party shall assign or otherwise transfer this Agreement without the other Party's prior written consent, which may be held for any reason or for no reason. Any purported assignment in violation of this Section shall be null and void.

Captions. Any captions to or headings of the articles, sections, subsections, paragraphs, or subparagraphs of this Agreement are solely for the convenience of the Parties, are not a part of this Agreement, and shall not be used for interpretation or determination of validity of this Agreement or any provision hereof.

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

Entire Agreement. This Agreement, together with all attachments, is the entire agreement between the Parties and no other agreements, oral or written, have been entered into with respect to the subject matter of this Agreement.

Force Majeure. Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes or other work interruptions beyond the reasonable control of either Party.

Governing Law. The validity, interpretation and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. All disputes between the parties shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey venued in Hudson County, New Jersey.

Notices. Every notice required or permitted under this agreement shall, unless otherwise specifically provided herein, be given in writing and may be sent by either United States Postal Service Certified Mail, return receipt requested, or by reputable overnight courier, provided that such courier obtains and makes available to its customers evidence of delivery. All notices shall be addressed by the party giving, making or sending the same to the address set forth below or to such other address as either party may designate from time to time by a notice given to the other party. Notice shall be deemed to be given upon receipt, provided, however, that in the event a party shall refuse to accept delivery, the notice shall nevertheless be deemed to be given upon the date of refusal to accept delivery. Notwithstanding the above, a notice of change of address shall not be effective until received.

University
Fairleigh Dickinson University
1000 River Road
Teaneck, New Jersey 07666
Attn.: General Counsel

Institution

with a copy to
Fairleigh Dickinson University
Attn.: Dean, School of Nursing and Allied Health

with a copy to

Remedies. The various rights, options, elections, powers, and remedies of the respective Parties hereto contained in, granted, or reserved by this Agreement, are in addition to any others that said Parties may be entitled to by law, shall be construed as cumulative, and no one of them is exclusive of any of the others, or of any right or priority allowed by law.

Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the Parties.

Waiver. Any waiver of any terms and conditions hereof must be in writing and signed by the Parties hereto. A waiver of any term or condition hereof shall not be construed as a future waiver of the same or of any other term or condition hereof.

Non-Exclusive Agreement. This Agreement is not exclusive. Accordingly, either Party shall have the right to enter into one or more agreements relating to the same or similar matters as are covered by this Agreement.

EXECUTION

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Hudson County Community College

Fairleigh Dickinson University

by: _____
name:
title:

by: _____
name:
title:

CLINICAL PLACEMENT AGREEMENT BETWEEN
HUDSON COUNTY COMMUNITY COLLEGE
AND
ENGLEWOOD HOSPITAL AND MEDICAL CENTER

THIS AGREEMENT made and entered into as of the January 15, 2026 by and between Englewood Hospital and Medical Center, a nonprofit corporation organized and existing under the laws of the State of New Jersey located at 350 Engle Street, Englewood, NJ 07631 ("EHMC") and Hudson County Community College ("School"), a nonprofit corporation organized and existing under the laws of the State of New Jersey, on behalf of its School of Nursing and Health Sciences with its principal place of business located at 870 Bergen Avenue, Jersey City, NJ.

WHEREAS, the School desires to have students in its various program(s) receive clinical education and training at EHMC; and

WHEREAS, the parties desire to cooperate with one another to develop and establish clinical education and training programs for the School's various students, such program to take place at EHMC in the areas listed on the individual Clinical Placement Agreement Riders (each, a "Rider") attached hereto and made a part hereof (each individually, the "Program" and collectively, the "Programs"); and

WHEREAS, EHMC is willing to accept the School's students for such purposes; and

WHEREAS, the purpose of this Agreement is to stipulate the nature of the services to be provided by, as well as the rights and obligations of, each party

NOW, THEREFORE, in consideration of the terms, conditions and covenants hereinafter set forth, the parties agree as follows:

1 **Facilities.**

1.1 EHMC shall make its facilities available to students enrolled in the Program(s) (the "Participants") and School faculty assigned to EHMC as part of the Program(s) ("Faculty"), to the extent practicable, in order to assist the School in conducting the Program(s), as described more fully in the applicable Rider, giving due consideration to EHMC's continuing need to deliver quality patient care, and the educational needs of both the Participants and those students in other educational programs at EHMC.

1.2 Insofar as practicable and consistent with the objectives of this Agreement, and at the option of EHMC, EHMC may make classroom or conference room space available and permit the use of EHMC materials or equipment for educational purposes. In addition, to the extent that locker and/or storage facilities are available, EHMC may make such facilities available to the Participants during their periods of assignment to EHMC. EHMC shall not be liable to the Participants or Faculty for any loss, damage, theft or injury to any property or personal belongings of the Participants or Faculty stored or placed in any such locker. The Participants' or Faculty's use of any locker and/or storage space made available by EHMC shall be solely at their own risk.

1.3 EHMC's cafeteria shall be available to Faculty and Participants during regular business hours and periods when they are assigned to EHMC.

2 **Program Responsibilities.**

2.1 The School and EHMC shall maintain ongoing communication to coordinate the scheduling of clinical education and training including reciprocal on-site visits and participation in Faculty and staff meetings relevant to the Program(s).

2.2 Except as hereinafter provided and subject to EHMC 's control of its services and facilities, the School shall otherwise have complete academic control of all phases of its Program, including (i) administration, (ii) planning, (iii) curriculum content and instruction, (iv) Faculty appointments, (v) the requirements for matriculation, promotion and graduation and (vi) maintaining the accreditation status, if any, of its various education programs.

2.3 The School shall provide qualified Faculty for the teaching, training and off-site supervision of Participants assigned to EHMC under the Program(s). The qualifications of such Faculty shall be documented by the School and made available to EHMC upon request. All clinical education and training shall be the responsibility of the Faculty in collaboration with EHMC personnel, unless specific arrangements are mutually agreed upon for any such clinical education and training to be provided by EHMC personnel.

2.4 EHMC agrees that EHMC personnel shall cooperate with the School in the clinical education and training process and that EHMC shall designate qualified personnel on staff at EHMC to coordinate and assist in the supervision of the activities of the Participants.

2.5 The School shall be responsible for preparing and submitting to EHMC at least two (2) months in advance (or less upon mutual agreement of the parties) a proposed schedule of Participant assignments and types of clinical education and training required. The number of Participants assigned to EHMC, types of clinical education and training, the schedule and dates of affiliation during the school year and all individual assignments shall be mutually agreed to by the School and EHMC. Prior to the assignment of any Participants or Faculty to EHMC, the School shall ensure that all Participants and Faculty shall have all appropriate credentials and shall meet the professional standards established by all relevant certifying or accrediting entities

and applicable federal, state and local laws and regulations. At EHMC's option, EHMC may require a pre-placement interview of Participants and Faculty.

2.6 The specific period of assignment for Participants at EHMC will be consistent with the applicable curriculum requirements for clinical education and training for the Participants as set forth in the School's course descriptions and curriculum guidelines as described more fully in the applicable Rider. The curriculum for the Participants at EHMC shall require the approval of EHMC prior to implementation and shall be attached to and thereby incorporated into the applicable Rider.

2.7 Participants and Faculty shall not be in patient areas or other areas of EHMC at hours other than those specifically agreed to by EHMC. Any direct patient care, clinical services or other Program activities performed by the Participants while at EHMC shall at all times be under the supervision of or in the presence of authorized EHMC personnel. EHMC shall remain responsible for all patient care.

2.8 The School shall maintain accurate and complete records and reports on the Participants' clinical education experience at EHMC.

2.9 Participants and Faculty must be in good health, and the School shall be responsible for ensuring that all Faculty and Participants meet the health, immunization and infection control training criteria required of EHMC's employees and as set forth on Exhibit A hereto. The School will make the health care files of the Participants and Faculty available to EHMC for review at its request. The School will provide documentation to EHMC that a criminal background check has been performed on faculty and students as required by EHMC.

2.10 EHMC will provide emergency medical treatment to Participants and Faculty who become ill or injured while at EHMC. The Participant or Faculty so treated will be responsible for all charges for emergency care and any care or treatment, if elected, beyond emergency care. EHMC shall first look to the applicable Participant's or Faculty's insurance for payment for any care or treatment provided by EHMC.

2.11 Prior to conducting any clinical instruction at EHMC, any Faculty who will be present at EHMC shall become thoroughly familiar with EHMC's policies, rules and regulations, and procedures. The School shall be responsible for ensuring that its Faculty and Participants comply with all such policies, rules, regulations and procedures.

3 **EHMC's Right to Dismiss School's Faculty or Participants.**

At EHMC's request, the School shall immediately suspend and remove from EHMC and from the EHMC clinical site of Program any Faculty or Participants who fail to obey EHMC's policies, rules, regulations and procedures or whenever, in the sole and exclusive judgment of EHMC, such removal shall serve the best interests of EHMC and its patients. Any Faculty or Participants removed pursuant to this Paragraph may be permitted to return to the Program and EHMC when and if the underlying problem or condition is resolved to the mutual satisfaction of EHMC and the School. EHMC shall be responsible for its decision to remove any Faculty or Participant from EHMC or the EHMC clinical site.

4 **Insurance.**

4.1 The School shall procure and maintain, at its sole expense, comprehensive general liability insurance and professional liability (malpractice) insurance, both on an occurrence basis, with New Jersey approved insurance carriers, covering its Participants, instructors, Students, Faculty, and employees. Such professional liability (malpractice) insurance shall have limits of coverage not less than One Million Dollars (\$1,000,000) per occurrence, and Three Million Dollars (\$3,000,000) in the aggregate, and such comprehensive general liability insurance shall have limits of coverage not less than Two Million Dollars (\$2,000,000) combined single limit for bodily injury and property damage per occurrence. In the event any of the above-described coverage is issued on a "claims-made" basis, the School shall ensure, through the purchase of tail coverage or any other necessary action, that the School, its Faculty and the Participants shall be covered as described above with respect to incidents occurring during the term of this Agreement regardless of when a suit is instituted. The insurance coverage outlined herein shall include EHMC, its trustees, officers, agents and employees as additional insured.

4.2 The School shall purchase and maintain cyber liability insurance in an amount with a minimum limit of One Million Dollars (\$1,000,000), with coverage that will cover intentional or unintentional disclosure of private, personal, or corporate information, as well as the cost of regulatory action defense and any fines or penalties, privacy breach notifications, credit monitoring, and public relations expenses that may result from such disclosure. Such coverage shall cover the acts or omissions of the School's Participants, instructors, Faculty, and employees. The School will provide evidence of such insurance upon request.

4.3 The School shall also maintain workers' compensation and disability coverage as required by law with respect to all Faculty, instructors and employees. In addition, the School shall ensure that all Participants and Faculty maintain medical insurance covering injuries or illness that occurs during the period of their participation in the Program(s).

4.4 EHMC will receive written notice from the School at least thirty (30) days prior to the cancellation of or any material change in policy terms of any of the above-mentioned insurance coverages. Cancellation or a material change in policy terms shall be grounds for immediate termination of this Agreement by EHMC.

4.5 The School shall provide EHMC with certificate(s) or other appropriate evidence of the insurance coverage required herein.

5 **Indemnification.**

The School shall indemnify and hold harmless EHMC and its directors, officers, affiliates, employees, agents, successors and assigns from and against any and all liabilities to third parties, including penalties, fines, assessments, costs and expenses (including, without limitation, attorneys' fees) in any way arising out of or in connection with the negligent acts or omissions of School or any of its directors, officers,

affiliates, employees, Participants, or Faculty, that arises out of the performance or non-performance of their duties, responsibilities and obligations under this Agreement.

EHMC shall indemnify and hold harmless the School and its directors, officers, affiliates, employees, agents, successors and assigns, the Faculty and the Participants from and against any and all liabilities to third parties, including penalties, fines, assessments, costs and expenses (including, without limitation, attorneys' fees) in any way arising out of or in connection with the negligent acts or omissions of EHMC or any of its directors, officers, affiliates, employees, that arises out of the performance or non- performance of their duties, responsibilities and obligations under this Agreement.

6 **Term and Termination.**

This Agreement, including all Riders, shall be effective upon its execution and shall automatically continue unless terminated. Except as set forth in Paragraph 4.3, either of the parties to this Agreement may terminate this Agreement or any individual Rider (and the participation of the Participants in the Program described therein) with or without cause sixty (60) days' prior written notice to the other party. Such termination shall not take effect with respect to Participants already participating in the Program(s) until completion of that semester of clinical education and training.

7 **Confidentiality.**

The School shall ensure that (i) the School and all Faculty and Participants have been trained in and will comply with all applicable federal, state and local laws and regulations governing the confidentiality of EHMC 's medical records, including the confidentiality and disclosure requirements of New Jersey State statutes and regulations concerning HIV/AIDS-related information as well as the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as amended; (ii) each Participant, if required by EHMC, will execute EHMC's Confidentiality Attestation stating that they will comply with all of the foregoing requirements; and (iii) the School and all Faculty and Participants will comply with the requirements set forth in EHMC's Notice of Privacy Practices.

If applicable, to the extent the EHMC receives any confidential student information during the provision of the services, EHMC agrees to comply with the requirements of the Family Educational Rights and Privacy Act ("FERPA"), 20 C.F.R. Part 99 and the New Jersey Administrative Code, N.J.A.C. 6A:32-7.1 et seq. Regardless of format or medium, such information is considered confidential and protected by FERPA. Such information shall not be disclosed or shared with any third party by EHMC, except as permitted by the terms of this Agreement or under State or Federal Law.

8 **Independent Contractors.**

8.1 The School's Faculty and Participants shall at all times be subject to and required to comply with all of the Hospital's policies, rules, regulations and procedures. Participants and Faculty shall not be entitled to any compensation from EHMC or to other benefits provided by

EHMC to its employees. Except with respect to the definition of "workforce" under HIPAA as it is defined for purposes of defining Business Associates, the parties expressly disclaim any intention to enter into any employee/employer relationship, EHMC or joint venture relationship and agree to conduct themselves so as not to act or purport to act on behalf of the other. With respect to all work, duties and obligations hereunder, it is mutually understood and agreed that EHMC and the School are at all times acting and performing as independent contracting parties and not as employees, agents, borrowed servants, joint venturers or partners, and such independent contractual relationships shall be respected hereunder.

8.2 No Participants or Faculty shall in any way be considered servants, contractors, agents or employees of EHMC. No Participants or Faculty shall be entitled to any remuneration from EHMC, or to fringe benefits, workers' compensation, disability or other rights and benefits normally afforded employees of EHMC. The salary of the Faculty, if any, shall be paid by the School and not by EHMC. This provision shall neither prohibit nor affect employment relationships between EHMC and Faculty or Participants that are separate and distinct from, and unrelated to, the Program(s).

8.3 Neither the School nor its Faculty or Participants shall pay any stipend or other consideration to EHMC for the clinical education and training provided pursuant to this Agreement.

9 **Non-Discrimination.**

Neither party shall discriminate against any employee, applicant, Participants or Faculty on the basis of race, color, handicap, national origin, creed, sex, sexual orientation, age, marital status, physical disability, blindness, genetic predisposition, carrier status or any other protected classification under local, state and federal laws.

10 **Compliance with Applicable Laws, Rules and Regulations.**

10.1 In connection with the performance of this Agreement, both parties shall comply with all federal, state and local laws, rules and regulations binding on that party.

10.2 Notwithstanding any other provision to the contrary in this Agreement, EHMC remains responsible for ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state and local statutes, rules and regulations. Nothing contained in this Paragraph shall be construed to make either party responsible or liable for the negligent or improper acts or omissions of the other party, including their employees, consultants, agents, representatives or assigns, including Faculty or Participants arising from the performance of their duties and functions pursuant to this Agreement.

11 **Assignment.**

Neither party shall assign, sublet, subcontract or otherwise dispose of this Agreement, or any right, duty or interest herein, without the prior written consent of the other party. No assignment, subcontracting, subletting or other such disposition of this Agreement by either

party shall relieve that party of its commitments hereunder. Notwithstanding the foregoing, upon prior notice to School, EHMC shall be permitted to assign this Agreement to an entity related to or affiliated with EHMC and/or to any subsequent acquirer of or successor in interest to all or substantially all of the assets of EHMC, without the consent of School.

12 **Notices.**

Any notice or document required or permitted to be given under this Agreement shall be deemed to be given: when received (or receipt refused) (a) if deposited in the United States mail, postage, prepaid, certified mail, return receipt requested; or (b) if deposited with a commercial overnight delivery service. Notice shall be addressed to the recipient at the address set forth below or such other address or addresses as the Parties may designate from time to time by notice satisfactory under this Section:

To EHMC: Englewood Hospital and Medical Center
JoAnn Del Monte, BSN, RN
Director, Hudson County Physician Integration
Englewood Health Physician Network
2 Journal Square Plaza
Jersey City, NJ 07306
Office: 201-608-2681 Fax: 551-200-6780 Mobile: 201-424-1537
email: JoAnn.DelMonte@ehmchealth.org

To the School: Hudson County Community College
870 Bergen Avenue
Jersey City, NJ 07306
Attn: Catherine Sirangelo
Dean, School of Nursing and Health Professions
Tel: 201-360-4267

13 **Entire Agreement.**

This Agreement and its attachments constitute the entire agreement between the parties hereto with respect to the subject matter hereof, and shall supersede all previous negotiations, commitments, and writings. It shall not be released, discharged, changed or modified except by a written instrument signed by a duly authorized representative of each of the parties.

14 **Severability.**

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

15 **Governing Law.**

This Agreement has been executed in, and shall be governed by and interpreted in accordance with, the laws of the State of New Jersey without regard to conflicts or laws rules or provisions of any jurisdiction. Any controversy or claim arising from or relating to the Agreement shall be brought exclusively in the Superior Courts of New Jersey located in the County of Hudson.

16 **Mutual Cooperation.**

The parties hereto recognize that in the performance of this Agreement, the greatest benefits will be derived by promoting the interests of both parties and each of the parties does, therefore, enter into this Agreement with the intention of cooperating with the other in carrying out the terms of this Agreement and each party agrees to interpret its provisions insofar as it may legally do so, in such manner as will best promote the interests of both and render the highest services to the public.

17 **Waiver.**

No delay in the exercise of any right shall be deemed a waiver thereof, nor shall the waiver of a right or remedy in a particular instance constitute a waiver of such right or remedy generally.

18 **Counterparts.**

This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute a single instrument.

19 **Use of Name.**

Neither party shall have the right to use the name of the other party or its affiliates for any purpose, in any format, without the prior written consent of the party whose name is to be used, in each instance.

20 **No Liability for Failure to Provide Clinical Experience.**

EHMC shall not be responsible and shall incur no liability for failure to provide any clinical experience or training hereunder due to any cause beyond EHMC's reasonable control including, but not limited to, equipment failure, insufficient staff, work stoppages, fires and disobedience, riots, rebellions, pandemics, acts of God and similar occurrences. EHMC shall resume its obligations hereunder as soon as reasonably possible after the cessation of such causes.

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

Hudson County Community College:

Christopher Reber, President

Date: _____

Englewood:

_____ Title _____

Date: _____

EXHIBIT A HEALTH CLEARANCE

The following health and immunization requirements are subject to change in accordance with applicable law.

1. Physical Examination. All Participants and Faculty assigned to EHMC shall have had a complete annual assessment and recorded medical history, prior to assignment to the clinical field. The examination shall be of sufficient scope to ensure that the Participants and Faculty are free from any health impairment which is of potential risk to patients or which might interfere with the performance of their duties, including the habituation or addiction to depressants, stimulants, narcotics, alcohol or other drugs or substances which may alter the individual's behavior.

2. Immunization. The School shall provide EHMC, if requested, with evidence of immunization (subject to documentation that it is medically contraindicated or the participant has received an exemption due to their bona fide religious beliefs) for all Participants and/or Faculty. The School shall also provide the Participants and Faculty appropriate infection control training on bloodborne pathogens. Immunization to include, 2 (two) step Mantoux, follow by annual negative testing; if Mantoux is positive, negative Chest X-ray within 6 (six) months; Documentation of Vaccination or Blood Titers proving immunity to the following: mumps, measles (Rubeola) and German Measles (Rubella) and chicken pox (Varicella); seasonal influenza vaccination (in accordance with EHMC Policy); and COVID-19 vaccination.

3. Baseline Eye Examination. All Participants and Faculty who will work directly with lasers shall have had a baseline eye examination.

RIDER

Discipline: Medical Assistant

THIS RIDER and attached curriculum are hereby made part of the Clinical Placement Agreement dated February 7, 2022 (the "Agreement") between the Hudson County Community College and Englewood Hospital and Medical Center ("EHMC"). All terms used herein shall have the meaning given them in the Agreement unless otherwise indicated. In the event of any conflict between the terms of the Agreement and the terms of this Rider, the terms of this Rider shall govern.

The Agreement hereby covers the participation of the Participants and Faculty in the above-referenced discipline in accordance with and subject to the terms of the Agreement. Under the Program, the number of Participants in each clinical rotation shall be _____ or any other number of Participants agreed upon by the parties in advance. Each Participant will rotate into the Program for _____ weeks and the minimum number of hours per week will be per Participant will be _____

APPROVED:

Hudson County Community College

Date: _____

Name: CHRISTOPHER REBER
Title: PRESIDENT

Hudson

ENGLEWOOD HOSPITAL AND MEDICAL CENTER

By: _____
Name:
Title:

Date: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“**MOU**”) is entered into as of _____ (“**Effective Date**”) between Starteryou, Inc., a Delaware corporation (“**Starteryou**”), and [Legal Name of School], a/an [entity jurisdiction and type] (“**School**”). In consideration of the mutual benefits anticipated, Starteryou and School (collectively, “**Parties**” and each a “**Party**”) agree as follows:

1. **Parties and Shared Goals**

- (a) Starteryou is a student engagement and development hub (the “**Platform**”) designed to launch or advance their careers and amplify their personal growth.
- (b) School is an educational institution [describe peer/cohorts, details, etc.].
- (c) Because the interests of Starteryou and School may in some cases overlap and/or be synergistic, the Parties wish to establish a collaborative relationship to provide opportunities, activities and share information when advantageous for the development of students.

2. **Collaboration Activities**

The parties agree that they may engage with one-another in the following activities, and such other activities, if any, as may from time to time be set forth on Exhibit A, as from time to time amended (collectively, the “**Collaboration Activities**”).

3. **Intellectual Property**

- (a) “**Prior Knowledge**” means any information and technical and/or scientific knowledge, whatever their nature or their media, such as patents, intellectual works, manufacturing or trade secrets, software (under their source code version or object code and their associated documentation), know-how, data, databases, methods, methodologies, procedures, design of tools, specific components, files, plans, diagrams, drawings, formulae and/or any other type of information, under any form whatsoever, whether or not it is patented or patentable, protected or protectable by an intellectual property right belonging to a Party or held by it prior to the date of the start of this MOU and/or developed or acquired in parallel and independently to this MOU, including further developments or iterations of the same.
- (b) Each Party’s Prior Knowledge, to the extent that it is non-public, confidential, or proprietary, is considered as Confidential Information and shall be subject to Section 4 (Confidentiality) of this MOU.
- (c) Each Party shall retain the full and entire ownership of its Prior Knowledge, and the MOU does not confer to the other Party any ownership right over said Prior Knowledge.
- (d) Nothing in the MOU shall prohibit the Party holding its Prior Knowledge to use its Prior Knowledge in any manner whatsoever for itself or with any third party of its choice.
- (e) Each Party shall ensure the protection of its Prior Knowledge.

(f) At its option, each Party may provide written comments to the other Party through its respective Principal Point of Contact as designated in Exhibit A or subsequently by such Party (hereinafter “**Feedback**”). For avoidance of doubt, any verbal comments and all comments and communications provided by persons other than the Principal Point of Contact of a Party, including without limitation any representatives of members of a Party, shall not constitute Feedback. Unless as expressly stated in any such Feedback, the Party providing Feedback (a) grants to the other Party unrestricted, worldwide, irrevocable and fully paid up rights to publish, reproduce, revise and modify the Feedback and to create derivative works thereof, as well as the right to sublicense such rights, and (b) represents that, to the actual knowledge of the Principal Point of Contact delivering the Feedback, the implementation of a specification incorporating the Feedback in whole or in part would not, solely as a result of such inclusion, necessarily result in the infringement of any U.S. or foreign patent claim.

4. Confidentiality

(a) “**Confidential Information**” means all information of relating to Starteryou or School, or with respect to which such Party owes an obligation of confidentiality to any third party, including without limitation, information relating to the research, development, business plans, marketing, operations or finances of any such Party, which is disclosed directly or indirectly to the other Party hereunder whether in writing (physically or electronically) or orally and which is designated as proprietary or confidential at the time of initial disclosure to the receiving Party.

(b) Each Party acknowledges that it may receive Confidential Information from the other Party under this MOU. Each Party shall keep in confidence and trust all such Confidential Information and will make no use of any Confidential Information of the other Party except as is necessary for the performance of its obligations or exercise of its rights under this MOU. Each Party shall disclose the other Party’s Confidential Information only to its officers, employees, contractors, consultants and members with a need to know and who have entered into confidentiality agreements sufficient to prohibit further unauthorized use or disclosure by such persons of the Confidential Information who are duty bound to not disclose such information. Each Party shall use the same measures to protect the other Party’s Confidential Information as it uses to protect its own most sensitive information but this shall be no less than the use of reasonable care.

(c) Information shall not be deemed Confidential Information and no Party shall have any obligation concerning the use or disclosure of any information, which: (a) is or becomes publicly known through no fault of the receiving Party; (b) is or becomes known to the receiving Party from a third party source other than the disclosing Party without duties of confidentiality attached and without breach of any agreement between the disclosing Party and such third party; (c) is furnished to others by the disclosing Party without restriction on disclosure; (d) was independently developed by the receiving Party without the benefit of the Confidential Information, (e) has been disclosed to it by the other Party more than two years ago, or (f) is required to be disclosed pursuant to applicable law, including, without limitation New Jersey’s Open Public Records Act and other right-to-know laws, judicial process, or order or requirement of any applicable judicial or governmental authority. Nothing in this MOU shall prevent a Party from disclosing Confidential Information to the extent it is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such agency has

jurisdiction; provided, however, that prior to any such disclosure, that Party shall use commercially reasonable efforts to (i) to the extent legally permissible and practicable under the circumstances, promptly notify the original disclosing Party in writing of the agency's order or request to disclose, and in any event provide such notice as soon as practicable; and (ii) cooperate fully with the original disclosing Party (at the original disclosing Party's sole cost and expense) in taking reasonable measures to protect against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.

5. Warranties and Disclaimers

(a) Each Party represents, warrants, and covenants to the other Party that: (i) it has full power and authority to enter into this MOU; (ii) its performance of this MOU will not conflict with any other agreement to which it is a Party; (iii) it has all necessary rights to fulfill its obligations under this MOU; and (iv) it will comply with all Applicable Laws in the performance of its obligations under this MOU and such performance will not conflict with or violate any Applicable Law. "**Applicable Law**" means all international, federal, state, provincial, and local laws, rules, regulations, binding regulatory guidance, directives, and governmental requirements applicable to the Platform, or performance of a Party's obligations under this MOU, including, without limitation, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g and 34 CFR Part 99 and the regulations promulgated thereunder.

(b) EXCEPT AS EXPRESSLY PROVIDED IN THIS MOU OR PURSUANT TO THE PREVIOUS SENTENCE (1) NO LICENSE RIGHTS ARE GRANTED IN AND TO ANY PRIOR KNOWLEDGE OF EITHER PARTY BY VIRTUE OF THIS MOU, (2) EACH PARTY AGREES THAT ALL FEEDBACK IS PROVIDED ON AN "AS IS", "WHERE IS", BASIS, "WITH ALL FAULTS" KNOWN AND UNKNOWN AND, (3) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HEREBY EXPRESSLY DISCLAIMS, AND THE OTHER PARTY HEREBY EXPRESSLY WAIVES, ALL WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE FEEDBACK, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THE FACT THAT THE FEEDBACK IS FREE OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS.

6. General Terms

(a) This MOU shall remain in force for one (1) year from the Effective Date, unless sooner terminated by either Party, and may be renewed by mutual written consent. Either Party may terminate this MOU (a) upon 60 day's written notice to the other Party for any reason, or for no reason, (b) except as provided below, upon 30 days written notice of a breach by the other Party of any term of this MOU, which notice shall describe the nature of such breach, if such breach is not cured to the satisfaction of the Party giving notice within such 30 day period, and (c) immediately upon written notice of any breach of a confidentiality obligation; provided, however, that all terms relating to confidentiality and ownership intellectual property in this MOU shall remain in force indefinitely.

(b) All notices and other formal communications shall be delivered and occur between the Principal Points of Contact designated in the Exhibit A. Each Party may update their respective

Principal Point of Contact from time to time by written notice to the other Party. For purposes of this MOU, “written notice” shall be deemed to include email.

(c) The relationship between the parties shall be that of independent contractors, and nothing in this MOU shall be construed to constitute either Party as an employee, agent or member of the other Party. Without limiting the foregoing, neither Party shall have authority to act for or to bind the other Party in any way, to make representations or warranties or to execute agreements on behalf of the other Party, or to represent that it is in any way responsible for the acts or omissions of the other Party. Neither Party shall be required to make any payment to the other except to the extent provided, if at all, expressly in this MOU, and except as expressly provided in this MOU, each Party shall pay its own costs and expenses with respect to its activities under this MOU.

(d) Neither Party will make any public statements regarding the purpose of this MOU or the activities to be performed under it without the approval and consent of the other Party, which consent shall not be unreasonably withheld.

(e) This MOU (a) shall be subject to the laws of the State of New Jersey, USA, without giving effect to its rules regarding conflicts of laws; (b) may only be amended in writing by authorized representatives of each Party; (c) supersedes any pre-existing agreement or understanding between the parties, whether written or oral; and (d) may not be assigned by either Party without the prior written permission of the other Party, except to a successor to its business or mission, as appropriate.

(f) Any disputes arising from this MOU will be resolved through good faith negotiations between the parties. If a resolution cannot be reached, the parties agree to submit the dispute to the exclusive jurisdiction of the Superior Court of New Jersey venued in Hudson County, New Jersey.

[signature page follows]

IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized officers as of the Effective Date.

STARTERYOU, INC.

[LEGAL NAME OF SCHOOL]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[Signature Page to MOU]

EXHIBIT A

COLLABORATION ACTIVITIES

Starteryou Activities:

- Provide free access to the Platform for students, including:
 - Job, internship, and other employment listings
 - Project opportunities for students to work on
 - Access to educational content: articles, toolkits, and guides
 - Invite-only events, giveaways, and features
- Assign a dedicated account representative for ongoing support
- Host an optional kickoff call or training session
- Send regular updates about new features or opportunities
- Feature the School and/or students in select PR campaigns (e.g. blog posts, events, interviews)
- Comply with all applicable data privacy and vendor protocols

School Activities:

- Promote Starteryou to students via:
 - Email announcements
 - Newsletters
 - Bulletin boards or posters
 - School website, LMS, or internal portals
- Hyperlink or logo placement on the School website (where possible) to make access easier for students to go directly to our site
- Share a main point of contact and, if different, a career services contact
- Confirm how they'll notify students about our platform
- Share any data privacy agreements or vendor paperwork we need to complete
- Optionally provide School branding (logo/colors) for co-branded outreach materials
- Ask IT to whitelist our domain (@starteryou.com) to ensure deliverability
- Where possible, provide warm introductions to other schools or administrators

Principal Points of Contact

The initial Principal Points of Contact and their contact data is as follows:

STARTERYOU CONTACT:

Name/Attn:

Address:

Telephone:

Email address:

SCHOOL CONTACT:

Name/Attn:

Address:

Telephone

Email address:

Other Provisions

[None]

**MEMORANDUM OF UNDERSTANDING
FOR HUDSON COUNTY COMMUNITY COLLEGE – JOURNAL SQUARE CAMPUS
PROJECT SEARCH PROGRAM**

The Parties to this Memorandum of Understanding (MOU) are:

- County of Hudson Department of Health & Human Services Office of Inclusion and Accessibility (County, Lead Coordinator)
- Hudson County Community College – Journal Square Campus (Host Business)
- Jersey City Board of Education (Lead School Agency)
- Hudson Community Enterprises (Community Rehabilitation Provider)
- New Jersey Division of Vocational Rehabilitation Services (NJDVRS)

Each of which may be hereinafter referred as the “Party” or “Partner” and collectively as the “Parties” or “Partners”

I. Purpose:

The Parties to this Agreement will collaborate and cooperate to create a Project SEARCH Transition program at the Hudson County Community College – Journal Square Campus for interns with developmental and intellectual disabilities, and to foster and facilitate the acquisition of competitive employment by the participants as they complete their internships within the organization. The goal of the program is for each student to participate in a variety of internships and to obtain employment in the community. This Agreement specifies the roles and responsibilities of the Parties as they work in partnership to increase training and employment opportunities for students with disabilities. The program will be titled “HCCC-JSQ Project SEARCH”. It is modeled after Project SEARCH at the Children’s Hospital Medical Center in Cincinnati, Ohio.

II. Roles and Responsibilities:

The Parties agree to the following roles and responsibilities.

A. Hudson County Department of Health & Human Services Office of Inclusion and Accessibility will:

- Act as local Lead Coordinator of, and provide leadership to, the Hudson County Community College – Journal Square Campus Project SEARCH program
- Assist with problem solving and liaise with all Parties
- Assists with intern recruitment including:
 - Marketing to school districts and agencies
 - Hosting information sessions for families, businesses, schools and agencies
- Work with Partners to customize application, determine timelines, prepare rubrics, etc.
- Help educate the community on disability issues
- Communicate with Partners on a regular basis

- Provide administrative support
- Work with all Partners to coordinate regular meetings to discuss and evaluate program progress
- Plan, implement, and Chair Project SEARCH Advisory Committee meetings, on a minimum quarterly basis, for strategic planning and continuous improvement
- Coordinate and/or assist with Project SEARCH events such as orientations, information nights, open house events, graduation, etc.
- Work with Partners to provide internal and external marketing for business and community such as website information, interviews, articles, community presentations, and the development of marketing materials, etc.
- Ensure completion of the Waiver and Release of Liability Form for post-high school and adult interns when applicable.
- Liaison with Cincinnati Project SEARCH for technical assistance, data collection and other issues related to model integrity

B. Hudson County Community College – Journal Square Campus will:

- As negotiated between Parties, provide classroom space with:
 - Mobile tables (two-student desks) and chairs for up to seven (7) interns and two (2) job coaches
 - Instructor station (separate desk/table or additional two-student desk)
 - Space for staff and interns to hang coats, backpacks, etc.
 - Locking file cabinet for student files
 - Digital projection display (screen, monitor, or TV) and white board for instructional purposes
 - Access to a copier
 - Organizational email accounts for staff and interns
 - Organizational network access for on-site staff laptops or iPads
- Provide a business liaison who is available on a frequent basis to assist with job site development, introduce Project SEARCH staff to the business staff, market the program internally, and attend periodic meetings to discuss, evaluate program progress, and work with the Instructor to reinforce workplace rules
- Work with Project SEARCH staff to develop a minimum of three (3) internship opportunities for each student, up to seven (7) interns in total, and a point of contact/peer mentor at each site for the purpose of teaching competitive, marketable skills to the program participants
- Coordinate and/or assist with Project SEARCH events such as orientations, information nights, open house events, graduation, etc.
- Assist with disability awareness and education to internship departments

- Facilitate the on-boarding process (including but not limited to background checks and physical examinations) for Project SEARCH staff and interns
- Facilitate job analysis of those sites for the Project SEARCH staff
- Provide access to internal hiring opportunities, write letters of recommendation, and advocate for hiring in open positions for interns when appropriate
- Provide ID badges for Project SEARCH staff and Interns and free parking access for Project SEARCH staff (when applicable)
- Provide managers of departments that are being used as work sites to give direction, feedback and evaluation to students during their work site rotations
- Assist with hosting tours and events to promote and market the program within the host business and in the community such as student orientation, open house, information night, graduation, etc.
- Provide assistance to the Project SEARCH staff through the marketing department, including marketing materials and public relations expertise
- Participate in establishing student eligibility guidelines, selection of students, and interviewing process for program as a participating member of the Advisory Committee

C. Jersey City Board of Education will:

- Provide a Special Education Instructor with transition knowledge to coordinate/teach the program.
- Provide a Skills Trainer (Job Coach) to work with students on work sites throughout the host business through an agreement or contract that will not exceed \$62,315.00 with Hudson Community Enterprises.
- Adopt and/or adapt the Project SEARCH curriculum and instructional materials that encompass employability skills, financial literacy, health and wellness, job development and job readiness.
- Provide requested information to Hudson Community Enterprises to meet milestones system established by the Division of Vocational and Rehabilitation Services (DVRS)
- Assist in the development of intern work sites, coordinate and monitor intern activities.
- Assist in facilitating student recruitment and family involvement activities.
- Participate in establishing student eligibility guidelines and select students for program as a participating partner of the Advisory Committee.
- Provide expertise in adaptations and accommodations with other partners, and implement as necessary.

- Coordinate and/or assist with Project SEARCH events such as orientations, information nights, open house events, graduation, etc.
- Provide student liability insurance and certificates of insurance (and at the host business site's request, certified copies of such policies) evidencing coverage required and which shall be endorsed to name the host business site as an additional insured on a primary noncontributory basis. Further, inform the host business site in writing thirty (30) days prior to terminating or modifying coverage under the policies required. The insurance requirements set forth above shall not be deemed to limit or relieve the responsibilities or liabilities under this Agreement in any manner.
- Support IEP development and compliance
- Facilitate eligibility with the Division of Vocational Rehabilitation Services for each student to allow for career counseling, skills training and job development.
- Coordinate student meetings among student interns, parents, DVRS counselors and other applicable partners to discuss and evaluate student progress each four to six weeks.
- Coordinate monthly meetings to discuss intern progress. Invite family and all team members
- Provide expertise in designing individual adaptations and accommodations and work with DVRS for funding when necessary.
- Coordinate education and training to host business site employees regarding disability employment information.
- Facilitate internal job development: examine existing open positions and determine their applicability for Project SEARCH student interns; and predetermine high turnover, entry level support positions, or other applicable positions for proactive job analysis, and recommend pre-screened applicants to the host business site.
- Collect data on student outcomes and report to all partners as well as the Project SEARCH database. Produces necessary reports and data collection for Project SEARCH team members
- Liaison with Cincinnati Project SEARCH for technical assistance, data collection and other issues related to model integrity.
- Assist with public relations activities to promote Project SEARCH.

D. New Jersey Division of Vocational Rehabilitation Services (NJ DVRS) will:

- Provide funding support for at least one full-time (12-month) job coach and one part-time job developer to support student participants in the Jersey City Medical Center Project SEARCH Program
- Provide expertise and assistance in adaptations and job accommodations
- Provide at least one (1) vocational rehabilitation counselor from the Hudson County DVRS office to:

- Receive referrals and determine eligibility
 - Assist in establishing student eligibility guidelines and selection students for the program
 - Provide input to Partners for the intern career goal
 - Participate as a member of the Advisory Committee
 - Participate in intern employment planning meetings
 - Coordinate other supports and services as necessary to reach career goal
 - Produce necessary reports and data collection for Project SEARCH team members including documentation to meet Milestone system goals
- Attend Advisory Committee meetings to discuss and evaluate program progress
 - Assist with public relation activities to promote Project SEARCH

E. Hudson Community Enterprises will:

- Provide a supervisor to assist with the program coordination, planning, and implementation efforts, and ensure that the program is moving forward within the framework of the projected timeline, and to assist in any way necessary to facilitate success of the program
- Provide a Skills Trainer (Job Coach) to work with students on work sites throughout the host business
- Work with participating departments to identify intern work site opportunities for individuals with disabilities and perform job analyses
- Work with Human Resources Staff and PS Instructor at the host business site to examine existing open positions and determine their applicability for people with disabilities and PS student interns; and predetermine high turnover, entry level support positions, or other applicable positions for proactive job analysis, and recommend pre-screened applicants to the host business
- Provide travel training for students to and from the host business site.
- Assist with classroom set-up, curriculum development and work site rotation planning
- Assist with student recruitment activities
- Coordinate and/or assist with Project SEARCH events such as orientations, information nights, open house events, graduation, etc.
- Assist in establishing student eligibility guidelines and select students for the program as a participating member of the Advisory Committee
- Provide expertise in adaptations and accommodations, and implement as necessary
- Work with vocational rehabilitation counselors to assist with obtaining adaptations and accommodations as necessary, and to help secure funding for job coaching and job development
- Provide education and training to host business employees regarding supporting people

with disabilities in the workplace as necessary

- Attend regular meetings with team members from the Parties to this MOU to discuss and evaluate program progress
- Assist with public relation activities to promote the Project SEARCH program
- Produce necessary reports and data collection for Project SEARCH team members

III. Measurable Objectives:

All Parties will work collaboratively to:

- Provide up to three (3) unpaid internship opportunities for interns with intellectual and developmental disabilities and job placement to students that complete the program.
- The Advisory Committee will meet monthly to evaluate program status, address issues and work towards continuous improvement.
- Develop internship sites that teach marketable, competitive skills and transfer to open jobs in the community as evidenced by 85% or greater placement of the program completers.
- Collect data on student outcomes including jobs, wages, hours worked per week, benefits received and report to local stakeholders as well as the Project SEARCH database.
- Publicize the collaboration and program activities with a minimum of two written materials and two public presentations.

IV. Adherence to State and Federal Child Labor Laws:

Consistent with the New Jersey Department of Education administrative code, *N.J.A.C. 6A:19-4*, Structured Learning Experiences:

- (1) All structured learning experiences shall adhere to applicable State and Federal Child Labor Laws and other regulations of the Federal and State Departments of Education and Labor, (*NJAC 6A:19-4.1(c)*).
- (2) Hudson County Project SEARCH will provide the appropriate student supervision through the Jersey City Board of Education employees and/or employees of Goodwill Industries of Greater New York and Northern New Jersey. (*N.J.A.C. 6A:19-4.1(b)*).
- (3) The student will be placed in training sites deemed non-hazardous, (*N.J.A.C. 6A:19-4.1(c)*).
- (4) The student will be supervised by the appropriately licensed teacher or other designated District employee holding the appropriate license, (*N.J.A.C. 6A:19-4.3*)
- (5) The District will maintain the student's records reflecting the unpaid, career orientation structured learning experience, (*N.J.A.C. 6A:19-4.1(d)*).

Consistent with the New Jersey Department of Labor and Workforce Development Child Labor Regulations, *N.J.A.C. 12:56-18.2*, School-to-Work Programs, it is understood that an unpaid structured learning experience taking place at a work site must include all of the following elements to be consistent with a "learning experience" and not be considered "employment." We agree to ensure that the structured learning experience meets the following regulatory requirements:

- (1) The student(s) shall be at least 16 years of age;
- (2) The SLE activities must be related to a formal training plan for each student;
- (3) There is collaboration and planning between worksite staff and Jersey City Public School staff resulting in clearly identified learning objectives related to the activities that will be contained in the student training plans;
- (4) Any productive work is incidental to the student(s) achieving the planned learning objectives;
- (5) The student(s) is (are) expected to achieve the learning objectives and will receive a grade/credit for time spent at the worksite;
- (6) The student(s) is (are) supervised by an appropriately licensed school official and a workplace mentor;
- (7) The unpaid SLE is of a limited duration, related to an educational purpose and there is no guarantee or expectation that the activity will result in employment; *and*
- (8) The student(s) does (do) not replace an employee.

V. Period of Agreement:

The effective date of this Agreement will be August 1, 2025 to June 30, 2028.

VI. Limitation of Agreement:

It is understood among the parties that this Agreement is not a contract and is not binding. The purpose of this MOU is as set forth in Article I and only expresses a desire of the parties to collaborate and work cooperatively to try and achieve the goals set forth in this MOU.

VII. Relationship of Parties:

No agent or employee of either party shall be deemed an agent or employee of the other party. Each party will be solely and entirely responsible for the acts of its agents, subcontractors, or employees.

This Agreement is executed for the benefit of the Parties and the public generally. It is not intended nor may it be construed to create any third party beneficiaries.

Application of New Jersey Law. This agreement shall be governed, construed, interpreted and enforced in accordance with the laws of the State of New Jersey including, but not limited to, the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 *et seq.*) and the New Jersey Torts Claim Act (N.J.S.A. 59:1-1 *et seq.*).

Any notice under this Agreement shall be in writing and sent by overnight mail or certified mail, return receipt requested to all Parties here within.

**SIGNATURE PAGE TO THE MEMORANDUM OF UNDERSTANDING
FOR THE HUDSON COUNTY COMMUNITY COLLEGE - JOURNAL SQUARE CAMPUS
PROJECT SEARCH PROGRAM**

PARTNER: COUNTY OF HUDSON

Abraham Antun, County Administrator
Hudson County Government

Date

**SIGNATURE PAGE TO THE MEMORANDUM OF UNDERSTANDING
FOR THE HUDSON COUNTY COMMUNITY COLLEGE - JOURNAL SQUARE CAMPUS
PROJECT SEARCH PROGRAM**

PARTNER: NJ DIVISION OF VOCATIONAL REHABILITATION SERVICES

Gilda Escobar, Manager
New Jersey Division of Vocational Rehabilitation Services

Date

**SIGNATURE PAGE TO THE MEMORANDUM OF UNDERSTANDING
FOR THE HUDSON COUNTY COMMUNITY COLLEGE - JOURNAL SQUARE CAMPUS
PROJECT SEARCH PROGRAM**

PARTNER: HUDSON COUNTY COMMUNITY COLLEGE – JOURNAL SQUARE CAMPUS

Lori Margolin, Associate Vice President, Continuing Edu. & Workforce Development Date
Hudson County Community College

**SIGNATURE PAGE TO THE MEMORANDUM OF UNDERSTANDING
FOR THE HUDSON COUNTY COMMUNITY COLLEGE - JOURNAL SQUARE CAMPUS
PROJECT SEARCH PROGRAM**

PARTNER: JERSEY CITY BOARD OF EDUCATION

Karen Gullace, Acting Director of Special Education
Jersey City Board of Education

Date

**SIGNATURE PAGE TO THE MEMORANDUM OF UNDERSTANDING
FOR THE HUDSON COUNTY COMMUNITY COLLEGE - JOURNAL SQUARE CAMPUS
PROJECT SEARCH PROGRAM**

PARTNER: HUDSON COMMUNITY ENTERPRISES, INC.

Joseph Brown, President
Hudson Community Enterprises, Inc.

Date

**MEMORANDUM OF UNDERSTANDING
FOR HUDSON COUNTY COMMUNITY COLLEGE – NORTH HUDSON CAMPUS
PROJECT SEARCH PROGRAM**

The Parties to this Memorandum of Understanding (MOU) are:

- County of Hudson Department of Health & Human Services Office of Inclusion and Accessibility (County, Lead Coordinator)
- Hudson County Community College – North Hudson Campus (Host Business)
- Hudson Community Enterprises (Community Rehabilitation Provider)
- New Jersey Division of Vocational Rehabilitation Services (NJDVRS)

Each of which may be hereinafter referred as the “Party” or “Partner” and collectively as the “Parties” or “Partners”

I. Purpose:

The Parties to this Agreement will collaborate and cooperate to create a Project SEARCH Transition program at the Hudson County Community College – North Hudson Campus for interns with developmental and intellectual disabilities, and to foster and facilitate the acquisition of competitive employment by the participants as they complete their internships within the organization. The goal of the program is for each student to participate in a variety of internships and to obtain employment in the community. This Agreement specifies the roles and responsibilities of the Parties as they work in partnership to increase training and employment opportunities for students with disabilities. The program will be titled “HCCC-NH Project SEARCH”. It is modeled after Project SEARCH at the Children’s Hospital Medical Center in Cincinnati, Ohio.

II. Roles and Responsibilities:

The Parties agree to the following roles and responsibilities.

A. Hudson County Department of Health & Human Services Office of Inclusion and Accessibility will:

- Act as local Lead Coordinator of, and provide leadership to, the Hudson County Community College – North Hudson Campus Project SEARCH program
- Assist with problem solving and liaise with all Parties
- Provide a Skills Trainer (Job Coach) to work with students on work sites throughout the host business through an agreement or contract that will not exceed \$55,000.00 with Hudson Community Enterprises, which will coincide with the DVRS SAFA program.
- Assists with intern recruitment including:
 - Marketing to school districts and agencies
 - Hosting information sessions for families, businesses, schools and agencies
- Work with Partners to customize application, determine timelines, prepare rubrics, etc.

- Help educate the community on disability issues
- Communicate with Partners on a regular basis
- Provide administrative support
- Work with all Partners to coordinate regular meetings to discuss and evaluate program progress
- Plan, implement, and Chair Project SEARCH Advisory Committee meetings, on a minimum quarterly basis, for strategic planning and continuous improvement
- Coordinate and/or assist with Project SEARCH events such as orientations, information nights, open house events, graduation, etc.
- Work with Partners to provide internal and external marketing for business and community such as website information, interviews, articles, community presentations, and the development of marketing materials, etc.
- Ensure completion of the Waiver and Release of Liability Form for post-high school and adult interns when applicable.
- Liaison with Cincinnati Project SEARCH for technical assistance, data collection and other issues related to model integrity

B. Hudson County Community College – North Hudson Campus will:

- As negotiated between Parties, provide classroom space with:
 - Mobile tables (two-student desks) and chairs for up to eight (8) interns and two (2) job coaches
 - Instructor station (separate desk/table or additional two-student desk)
 - Space for staff and interns to hang coats, backpacks, etc.
 - Locking file cabinet for student files
 - Digital projection display (screen, monitor, or TV) and white board for instructional purposes
 - Access to a copier
 - Organizational email accounts for staff and interns
 - Organizational network access for on-site staff laptops or iPads
- Provide a business liaison who is available on a frequent basis to assist with job site development, introduce Project SEARCH staff to the business staff, market the program internally, and attend periodic meetings to discuss, evaluate program progress, and work with the Instructor to reinforce workplace rules
- Work with Project SEARCH staff to develop a minimum of three (3) internship opportunities for each student, up to eight (8) interns in total, and a point of contact/peer mentor at each site for the purpose of teaching competitive, marketable skills to the program participants

- Coordinate and/or assist with Project SEARCH events such as orientations, information nights, open house events, graduation, etc.
- Assist with disability awareness and education to internship departments
- Facilitate the on-boarding process (including but not limited to background checks and physical examinations) for Project SEARCH staff and interns
- Facilitate job analysis of those sites for the Project SEARCH staff
- Provide access to internal hiring opportunities, write letters of recommendation, and advocate for hiring in open positions for interns when appropriate
- Provide ID badges for Project SEARCH staff and Interns and free parking access for Project SEARCH staff (when applicable)
- Provide managers of departments that are being used as work sites to give direction, feedback and evaluation to students during their work site rotations
- Assist with hosting tours and events to promote and market the program within the host business and in the community such as student orientation, open house, information night, graduation, etc.
- Provide assistance to the Project SEARCH staff through the marketing department, including marketing materials and public relations expertise
- Participate in establishing student eligibility guidelines, selection of students, and interviewing process for program as a participating member of the Advisory Committee

C. New Jersey Division of Vocational Rehabilitation Services (NJ DVRS) will:

- Provide funding support for at least one full-time (12-month) job coach and one part-time job developer to support student participants in the Jersey City Medical Center Project SEARCH Program
- Provide expertise and assistance in adaptations and job accommodations
- Provide at least one (1) vocational rehabilitation counselor from the Hudson County DVRS office to:
 - Receive referrals and determine eligibility
 - Assist in establishing student eligibility guidelines and selection students for the program
 - Provide input to Partners for the intern career goal
 - Participate as a member of the Advisory Committee
 - Participate in intern employment planning meetings
 - Coordinate other supports and services as necessary to reach career goal
 - Produce necessary reports and data collection for Project SEARCH team members including documentation to meet Milestone system goals
- Attend Advisory Committee meetings to discuss and evaluate program progress

- Assist with public relation activities to promote Project SEARCH

E. Hudson Community Enterprises will:

- Provide a supervisor to assist with the program coordination, planning, and implementation efforts, and ensure that the program is moving forward within the framework of the projected timeline, and to assist in any way necessary to facilitate success of the program
- Provide a Skills Trainer (Job Coach) to work with students on work sites throughout the host business
- Ensure that each student submits the Hudson County Waiver and Release of Liability Form and forward it to the Lead Coordinator.
- Work with participating departments to identify intern work site opportunities for individuals with disabilities and perform job analyses
- Assist in the development of intern work sites, coordinate and monitor intern activities.
- Work with Human Resources Staff at the host business to examine existing open positions and determine their applicability for people with disabilities and PS student interns; and predetermine high turnover, entry level support positions, or other applicable positions for proactive job analysis, and recommend pre-screened applicants to the host business
- Provide travel training for students to and from the host business site through contracted services with the New Jersey Division of Vocational and Rehabilitation Services (DVRS).
- Assist with classroom set-up, curriculum development and work site rotation planning
- Assist with student recruitment activities
- Coordinate and/or assist with Project SEARCH events such as orientations, information nights, open house events, graduation, etc.
- Assist in establishing student eligibility guidelines and select students for the program as a participating member of the Advisory Committee
- Provide expertise in adaptations and accommodations, and implement as necessary
- Work with Division of Vocational and Rehabilitation Services (DVRS) to assist with obtaining adaptations and accommodations as necessary, and to help secure funding for job coaching and job development
- Coordinate student meetings among student interns, parents, DVRS counselor, DDD, support coordinator and other applicable partners to discuss and evaluate student progress each four to six weeks.
- Coordinate monthly meetings to discuss intern progress, if needed. Invite family and all team members

- Collect data on student outcomes and report to all partners as well as the Project SEARCH data base. Produces necessary reports and data collection for Project SEARCH team members
- Liaison with Cincinnati Project SEARCH for technical assistance, data collection and other issues related to model integrity.
- Provide education and training to host business employees regarding supporting people with disabilities in the workplace as necessary
- Attend regular meetings with team members from the Parties to this MOU to discuss and evaluate program progress
- Assist with public relation activities to promote the Project SEARCH program
- Produce necessary reports and data collection for Project SEARCH team members

III. Measurable Objectives:

All Parties will work collaboratively to:

- Provide up to three (3) unpaid internship opportunities for interns with intellectual and developmental disabilities and job placement to students that complete the program.
- The Advisory Committee will meet monthly to evaluate program status, address issues and work towards continuous improvement.
- Develop internship sites that teach marketable, competitive skills and transfer to open jobs in the community as evidenced by 85% or greater placement of the program completers.
- Collect data on student outcomes including jobs, wages, hours worked per week, benefits received and report to local stakeholders as well as the Project SEARCH database.
- Publicize the collaboration and program activities with a minimum of two written materials and two public presentations.

IV. Adherence to State and Federal Child Labor Laws:

Consistent with the New Jersey Department of Education administrative code, *N.J.A.C. 6A:19-4*, Structured Learning Experiences:

- (1) All structured learning experiences shall adhere to applicable State and Federal Child Labor Laws and other regulations of the Federal and State Departments of Education and Labor, (*NJAC 6A:19-4.1(c)*).
- (2) Hudson County Project SEARCH will provide the appropriate student supervision through the Jersey City Board of Education employees and/or employees of Goodwill Industries of Greater New York and Northern New Jersey. (*N.J.A.C. 6A:19-4.1(b)*).
- (3) The student will be placed in training sites deemed non-hazardous, (*N.J.A.C. 6A:19-4.1(c)*).
- (4) The student will be supervised by the appropriately licensed teacher or other designated District employee holding the appropriate license, (*N.J.A.C. 6A:19-4.3*)
- (5) The District will maintain the student's records reflecting the unpaid, career orientation

structured learning experience, (*N.J.A.C.* 6A:19-4.1(d)).

Consistent with the New Jersey Department of Labor and Workforce Development Child Labor Regulations, *N.J.A.C.* 12:56-18.2, School-to-Work Programs, it is understood that an unpaid structured learning experience taking place at a work site must include all of the following elements to be consistent with a “learning experience” and not be considered “employment.” We agree to ensure that the structured learning experience meets the following regulatory requirements:

- (1) The student(s) shall be at least 16 years of age;
- (2) The SLE activities must be related to a formal training plan for each student;
- (3) There is collaboration and planning between worksite staff and Jersey City Public School staff resulting in clearly identified learning objectives related to the activities that will be contained in the student training plans;
- (4) Any productive work is incidental to the student(s) achieving the planned learning objectives;
- (5) The student(s) is (are) expected to achieve the learning objectives and will receive a grade/credit for time spent at the worksite;
- (6) The student(s) is (are) supervised by an appropriately licensed school official and a workplace mentor;
- (7) The unpaid SLE is of a limited duration, related to an educational purpose and there is no guarantee or expectation that the activity will result in employment; *and*
- (8) The student(s) does (do) not replace an employee.

V. Period of Agreement:

The effective date of this Agreement will be August 1, 2025 to June 30, 2028.

VI. Limitation of Agreement:

It is understood among the parties that this Agreement is not a contract and is not binding. The purpose of this MOU is as set forth in Article I and only expresses a desire of the parties to collaborate and work cooperatively to try and achieve the goals set forth in this MOU.

VII. Relationship of Parties:

No agent or employee of either party shall be deemed an agent or employee of the other party. Each party will be solely and entirely responsible for the acts of its agents, subcontractors, or employees.

This Agreement is executed for the benefit of the Parties and the public generally. It is not intended nor may it be construed to create any third party beneficiaries.

Application of New Jersey Law. This agreement shall be governed, construed, interpreted and enforced in accordance with the laws of the State of New Jersey including, but not limited to, the New Jersey Contractual Liability Act (*N.J.S.A.* 59:13-1 *et seq.*) and the New Jersey Torts Claim Act (*N.J.S.A.* 59:1-1 *et seq.*).

Any notice under this Agreement shall be in writing and sent by overnight mail or certified mail, return receipt requested to all Parties here within.

**SIGNATURE PAGE TO THE MEMORANDUM OF UNDERSTANDING
FOR THE HUDSON COUNTY COMMUNITY COLLEGE - NORTH HUDSON CAMPUS
PROJECT SEARCH PROGRAM**

PARTNER: COUNTY OF HUDSON

Abraham Antun, County Administrator
Hudson County Government

Date

**SIGNATURE PAGE TO THE MEMORANDUM OF UNDERSTANDING
FOR THE HUDSON COUNTY COMMUNITY COLLEGE - NORTH HUDSON CAMPUS
PROJECT SEARCH PROGRAM**

PARTNER: NJ DIVISION OF VOCATIONAL REHABILITATION SERVICES

Gilda Escobar, Manager
New Jersey Division of Vocational Rehabilitation Services

Date

**SIGNATURE PAGE TO THE MEMORANDUM OF UNDERSTANDING
FOR THE HUDSON COUNTY COMMUNITY COLLEGE - NORTH HUDSON CAMPUS
PROJECT SEARCH PROGRAM**

PARTNER: HUDSON COUNTY COMMUNITY COLLEGE – NORTH HUDSON CAMPUS

Dr. Joseph Caniglia, Executive Director
Hudson County Community College

**SIGNATURE PAGE TO THE MEMORANDUM OF UNDERSTANDING
FOR THE HUDSON COUNTY COMMUNITY COLLEGE - NORTH HUDSON CAMPUS
PROJECT SEARCH PROGRAM**

PARTNER: HUDSON COMMUNITY ENTERPRISES, INC.

Joseph Brown, President
Hudson Community Enterprises, Inc.

Date



MEMORANDUM OF UNDERSTANDING

Between

**Hudson County Community College and
ConnectOne Bank**

November 25, 2025 - November 25, 2026

Description/Purpose

The purpose of this Memorandum of Understanding (“MOU”) is for Hudson County Community College (HCCC) through the School of Continuing Education and Workforce Development (CEWD) and ConnectOne Bank (CNOB) to establish a program whereby HCCC will deliver virtual workplace trainings.

Roles and Responsibilities

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

ConnectOne Bank

- a) Will assign an individual to be the main contact for the program.
- b) Will consult with HCCC to determine the training schedule.
- c) Will provide 25 participants for the training and ensure they complete required registration.
- d) CNOB will review the curriculum provided by HCCC. Requested modifications will be implemented by HCCC.
- e) CNOB shall be responsible for its actions as well as the actions of its staff and those for whom CNOB is responsible. CNOB agrees to defend, indemnify and hold HCCC harmless from any and all damages and costs incurred by HCCC, its employees, administrators, trustees, agents and representatives, in connection with any third-party claims (including claims from its participants) or actions or omissions of CNOB, its staff and those for whom CNOB is responsible that result from participation in the program, instruction, or other student or CNOB staff interaction.

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

- a) Will assign an individual to be HCCC’s main contact for the program.
- b) Agrees to consult with CNOB regarding the training.
- c) Will submit curriculum to CNOB for approval.



- d) Will provide instruction virtually in consultation with CNOB.
- e) Will adhere to the training schedule as requested by CNOB. Any changes will be made in consultation with CNOB.
- f) All students shall be subject to HCCC's and CEWD's policies and procedures, which shall be shared with CNOB.
- g) Will hire and assign instructors for the training programs.
- h) Will record and maintain student attendance.
- i) Will provide a certificate of completion for those who successfully complete the training program.
- j) HCCC shall be responsible for its actions as well as the actions of its staff members. HCCC agrees to defend, indemnify and hold CNOB harmless from any and all damages and costs incurred by, or third-party claims brought against CNOB, its employees, administrators, trustees, agents and representatives, in connection with any third-party claims or actions or omissions of HCCC, its staff and those for whom HCCC is responsible that result from participation in the program, instruction, or other student or CNOB staff interaction.

Invoicing

- a) Connect One Bank agrees to pay HCCC 50% upon the beginning of each training program, and 50% when the training concludes.
- b) HCCC will submit an invoice for payment according to the terms of the agreement.

Dispute Resolution

- a) Any and all claims, disputes or other matters in question between HCCC and CNOB arising out of or relating to this Agreement or alleged breach thereof, exclusively shall be subject to the jurisdiction of the Superior Court of New Jersey venued 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 New Jersey's or any other jurisdiction's choice of law or conflicts of laws rules or provisions.

Assignment

- a) The rights of HCCC or CNOB 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) if sent by certified mail, return receipt requested, addressed to each party as follows:

As to ConnectOne Bank:

ConnectOne Bank
Attention: Kim Sayther
Title: Senior Vice President of Learning and Development
2455 Morris Avenue
Union, New Jersey 07083

As to Hudson County Community College:

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

Independent Contractors

- a) CNOB is entering into this Agreement as an independent contractor and not as HCCC's agent, partner or joint venture.

Ownership

CNOB and HCCC shall each own equally all data, information and other work arising directly from HCCC's performance of the terms of this Agreement hereunder. Immediately upon termination of this Agreement for any reason, copies of all such data, information and other work, in whatever form, shall be turned over to CNOB, if so requested.

Any works of authorship developed in the course of performance under this Agreement shall be deemed joint works under federal copyright law and all ownership rights to such copyrightable works shall be the joint and equal property, in the names of both HCCC and CNOB. HCCC and



CNOB, and their successors and assigns, agree that they shall share equally the copyrights (the entire right, title, and interest in and to such works or any parts thereof, including, but not limited to, the following rights: to reproduce; to prepare derivative works; to distribute by sale, license or other transfer; to perform publicly; to display; and to secure copyrights and renewals, reissues and extensions of any such copyrights) in the United States of America or any foreign country. In addition, any trademarks applied for or obtained for the program or arising out of the program shall be in the names of both HCCC and CNOB, unless otherwise agreed to in writing by the parties. All trademarks or other intellectual property rights arising from HCCC's performance under this Agreement shall be the joint property of HCCC and CNOB. Any patentable invention conceived or reduced to practice in the course of performance under this Agreement shall be the joint property of CNOB and HCCC.

Whether a copyright, patent, trademark or other intellectual property right shall be maintained or registered in the United States of America or any foreign country shall be at the joint discretion, and shared expense, of both HCCC and CNOB. The parties agree to cooperate reasonably with each other, and to share expenses, including reimbursement of any costs and fees (including legal fees) incurred by HCCC or CNOB, in the preparation and execution of all documents reasonably necessary or incidental to the protection and preservation of the rights granted herein to CNOB and HCCC. HCCC and CNOB warrant and represent that to their knowledge the services provided hereunder do not infringe, individually or collectively, any copyright, patent, trademark or other intellectual property right of any third party.

HCCC agrees not to name or identify CNOB as a client or use CNOB's logo or trademark on any document, website or material or in the media, presentation, event, conference, etc. without the express written consent of CNOB's marketing department, which consent shall be sought by submitting proofs or details relating to HCCC's proposed use of CNOB's name or logo to marketing@cno.com. If CNOB provides any such consent, HCCC shall identify CNOB and/or use CNOB's logo or trademark solely within the parameters and specifications set forth by the CNOB marketing department. All consents provided under this Section shall be automatically revoked upon termination of this Agreement.

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 November 25, 2025 through November 24, 2026 and shall not automatically. Any continuation, renewal or extension is subject to a new agreement.



ConnectOne Bank:

Kim Sayther
Senior Vice President of Learning and Development

By: _____

Date: _____

Hudson County Community College:

Dr. Christopher M. Reber
President

By: _____

Date: _____



Item IX., Academic and Student Affairs
 Attachment XVII
 Resolution 17

The Middle States Commission on Higher Education Self-Study Design

November 2025



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I. Institutional Overview

Hudson County Community College (HCCC) is located in Hudson County, New Jersey. HCCC has three locations: Jersey City, Union City, and Secaucus. Hudson County has long been a gateway to prosperity for those seeking a better life. The County's historical significance, and the College's location in the shadow of the Statue of Liberty, are deeply embedded within the College's mission to provide its diverse communities with inclusive, high-quality educational programs and services that promote student success and upward social and economic mobility.

Dr. Christopher M. Reber joined HCCC as its sixth president on July 1, 2018 and advocated the adoption of two areas of focus: student success, and institutional engagement and excellence (IEE). In June 2019, HCCC's accreditation from the Middle States Commission on Higher Education (MSCHE) was reaffirmed with no required follow up. Successful reaffirmation in 2019 positioned the College to embark on a period of tremendous growth and innovation.

In 2019, HCCC joined Achieving the Dream and adopted a laser-like focus on removing barriers inside and outside of the classroom to support students in persisting and completing a credential. Areas of focus within our student success work have included supporting English as a Second Language (ESL) students, supporting Pre-Nursing Students, and creating the College's nationally recognized Hudson Scholars Program.

That same year, the President's Advisory Council on Institutional Engagement and Excellence (PACE) was also created. In 2021, upon the recommendation of PACE, the Office of Institutional Engagement and Excellence (IEE) was established, and its inaugural Vice President was appointed. Together, PACE and the Office of IEE work to ensure that all members of the College community feel seen, heard, and valued. In 2020 and 2024, PACE and the Office of IEE led the administration of climate surveys to the College community – students, faculty, staff, and trustees. The results of these climate surveys informed two IEE Action Plans, which were then aligned with the priorities of the 2021 and 2024 college-wide Strategic Plans, respectively.

These efforts, among myriad others, have led to remarkable increases in HCCC's student success metrics. Since President Reber began his tenure at HCCC in 2018, HCCC's 150% graduation rate has more than doubled. For the fall 2022 entering first-time, full-time cohort, the most recent for which data are available, the 150% time to graduation rate is 29%. These significant improvements are the result of a multitude of initiatives, but underlying all of them is a commitment to our students.

Mission, Vision, and Values Statements

Following successful reaffirmation of its accreditation in 2019, Hudson County Community College embarked on a review of its Mission, Vision, and Values Statements. Through broad engagement from the College community including feedback fora, the Board of Trustees approved the adoption of the following statements in February 2021:

MISSION

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.

VISION

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.

VALUES

Hudson County Community College is committed to these values:

Holistic Services

Understanding through Data

Diversity, Equity, and Inclusion

Student Success

Open to All

National Distinction

Collaboration and Engagement

Academic Excellence

Responsible Stewardship of Resources

Ethical Behavior, Integrity, and Transparency

Support of Innovation and Leadership

These statements reflect engagement from the entire college community and the Board of Trustees. Essential to their development was an emphasis on student success and academic excellence, a culture of care, institutional engagement and excellence, and the promise of upward socioeconomic mobility for students.

***Hudson is Home!:* HCCC's Students**

Beyond the formal Mission, Vision, and Values Statements, *Hudson is Home!* has become a common refrain among members of the College community. The phrase is not only indicative of how our students feel about HCCC, but also of the College's climate and culture.

The phrase *Hudson is Home!* originated from our students during a lunch meeting with our Achieving the Dream Leadership and Data Coaches in March 2019, weeks before the onset of the COVID-19 pandemic. Each student was asked to share their story and their experience at HCCC. The group of students in attendance came from a variety of backgrounds, were at different points in their college experience, and had different aspirations for the future. As each student spoke, a common refrain emerged – each student expressed that they considered Hudson County Community College *home*. In their stories, students expressed how they felt cared for at the College. They felt supported by the faculty and staff. They felt the faculty and staff believed in them and wanted them to succeed.

Annually, Hudson County Community College serves approximately 24,000 students between credit-bearing programs, noncredit classes, and workforce development programs. After declining during the COVID-19 pandemic, HCCC's enrollment has increased significantly each year since. As of fall 2025, the College's credit enrollment increased approximately 10% over prior year. HCCC's enrollment growth is the result of the college community's commitment to supporting its students' needs inside and outside of the classroom and using data and best practice to inform innovation promoting student retention and completion.

Hudson County is the most densely populated county in New Jersey and the sixth most densely populated county in the United States. Recent data from the United States Census indicate that 43% of Hudson County residents were born outside of the United States, 58% are speakers of a language other than English, and 16% live below the national poverty line. Hudson County is also recognized as one of the most racially and ethnically diverse counties in the country with 42% of residents identifying as Hispanic or Latino, 17% identifying as Asian, and 15% identifying as Black or African American.

Importantly, HCCC's student population is reflective of its service area. Seventy-nine percent (79%) of HCCC's students identify as non-White, with 53% of students identifying as Hispanic and 13% of students identifying as Black or African American. Approximately one-third of HCCC's students are over the age of 25, and approximately half of HCCC's students are enrolled full-time.

The majority (73%) of HCCC's degree-seeking students receive federal financial aid. According to *Opportunity Insights*, HCCC ranks 31st in the nation in the share of students it serves who are

in the lowest quintile of income (32%). Of note, however, is that HCCC also ranks ninth nationally among two-year colleges for the share of its students who move up two or more income quintiles.

HCCC's students are at-risk for non-retention due to a variety of factors, including but not limited to food insecurity, housing insecurity/homelessness, transportation issues, language barriers, and first-generation status. More than 70% of new students begin their academic journey in Developmental Education Mathematics classes and/or Developmental Education English or English as a Second Language (ESL) classes. More than half of students work while attending college, and approximately 17-20% of students are parenting.

Based on a survey conducted by the Hope Center at Temple University, approximately two-thirds of HCCC students experience food and housing insecurity, a rate higher than that of their community college peers nationally. Through HCCC's continued engagement with Achieving the Dream, a comprehensive Hudson Helps Resource Center (HHRC) has been established to support students' holistic needs outside of the classroom. The HHRC houses internal resources such as food pantries and career closets and connects students with external resources in the community. The food pantries, located on each of HCCC's campuses, provide an example of co-curricular collaboration between the HHRC and HCCC's Culinary Arts Institute. Culinary classes prepare and freeze meals during kitchen lab experiences for distribution in the food pantries. This provides students with access to high-quality, healthy meals for themselves and their families. Since 2020, the HCCC Culinary Arts Institute has distributed over 25,000 meals through the College's food pantries.

HCCC students also demonstrate a significant need for counseling services. In 2021, HCCC administered the *Healthy Minds* Survey. Of the students surveyed, nearly 50% reported experiencing moderate, moderately severe, or severe depression and nearly 40% of students reported experiencing moderate or severe anxiety. Given the demand for Mental Health Counseling and Wellness Services, HCCC has partnered with regional Master of Social Work (MSW) programs through which MSW students complete their internship hours by counseling HCCC students. Since HCCC began hosting MSW Interns in AY 2019-20, more than 60 MSW students from across six institutions have completed their internship at HCCC. These partnerships have allowed HCCC to scale its capacity for students in a cost-effective manner. MSW interns have supported over 7,000 basic needs cases and more than 9,000 mental health sessions and campus events.

Notwithstanding these challenges, HCCC students are remarkably accomplished and inspirational. HCCC students have been recognized as recipients of the Jack Kent Cooke Undergraduate Transfer Scholarship, the Goldwater Scholarship, Hites Transfer Scholarship, the Harvey Lincoln Student Scholarship, and Achieving the Dream DREAM Scholar recognition.

HCCC's students are engaged in academic and campus life with students participating in experiential learning opportunities such as the Rutgers Business School New Jersey County College Case Competition and Community College Innovation Challenge. The HCCC Beta Alpha Phi chapter of Phi Theta Kappa has earned Five Star Chapter status, which is the highest recognition a chapter can earn.

A Culture of Care: The COVID-19 Pandemic

Even though students, faculty, and staff were physically separated during the COVID-19 pandemic, the College community was never more unified in its mission to support students in reaching their academic, personal, and professional goals. Responding to the academic, social, and professional challenges presented by the pandemic required expertise, dedication, and collaboration from all functional areas. Aligned with its values, the College's response to the pandemic was guided by transparency, data-informed decision-making, communication, collaboration, and care. Under the leadership of the Board of Trustees, College employees – both full- and part-time, were kept “whole” during the pandemic. There were no furloughs or reductions in force. Faculty, staff, and students were encouraged to prioritize their wellbeing and their family's wellbeing.

The pandemic was also a time of substantial innovation and growth. Under the leadership of President Reber, HCCC regarded the federal stimulus and state funding it received during the pandemic as an investment in student success. As a result of these funding streams, HCCC was able to realize long-held ideas such as creating a Chromebook loaner program for students and upgrading technology. Immersive telepresence video (ITV) systems were installed in more than 50 classrooms and meeting spaces in the College's Journal Square and Union City locations, which has facilitated easier communication and allowed for greater cross-campus engagement during events and meetings. Further, the College offers a number of course sections each semester as “ITV” sections whereby students can participate in the class from either campus, and the instructor alternates between locations.

The pandemic stimulus funding also allowed HCCC to test a hypothesis around student success. When HCCC joined Achieving the Dream in 2019 and began reviewing data, we found that students who were part of the College's New Jersey Educational Opportunity Fund (EOF) Program persisted and completed at significantly higher rates than those who were not part of EOF. Similar to the City University of New York's Accelerated Study for Associate Programs (CUNY ASAP), New Jersey's EOF Program provides students who are otherwise considered at risk for non-retention with intensive supports and financial incentives.

Based on these examples and a large body of scholarly research, HCCC realized we know what works and what we need to do in order to achieve continuous improvement – we know the best

practices that help students persist and complete their degrees – scaling of the EOF Program model to all students. But we just could not afford that. New Jersey’s EOF Program has remarkable student outcomes but is expensive and people-intensive in design. But putting a favorite saying of our ATD Data Coach, Dr. Rene Garcia, that “it pays to invest in student success” into practice, we hypothesized that the return on investment in retaining more students and having more students complete could potentially offset the upfront cost of a scaled intensive student support program such as EOF. To test the hypothesis, HCCC just required initial seed funding, which arrived in the form of pandemic stimulus funding. In 2021, under President Reber’s leadership and with his support, the College designed and launched the nationally distinctive Hudson Scholars Program using federal stimulus funding in a matter of weeks.

Given its remarkable outcomes, HCCC has a strategic goal to provide an intensive student support model for all students. To date, over 5,200 students have engaged in the Hudson Scholars Program across eight cohorts. As of fall 2025, Hudson Scholars students comprise over 42% of degree-seeking students, and 68% of incoming degree-seeking students. The College has developed a five-year plan to further scale the Hudson Scholars model to serve all HCCC students taking nine or more credits each semester.

Institutional Goals: The 2021-24 and 2024-29 Strategic Plans

Since 2018, supporting more students in persisting towards – and earning – a credential through the removal of structural barriers, and advancing the principles of institutional engagement and excellence, have been the College’s two overarching institutional priorities. These two priorities served as the foundation for the College’s 2021-24 Strategic Plan, *Hudson is Home!* as well as its new 2024-29 Strategic Plan, *The Community’s College: Embracing Our History, Shaping Our Future*.

Our experiences through the pandemic provided lessons learned, reaffirmed our commitment to our mission, and established the foundation for the College’s 2021-24 Strategic Plan, appropriately titled *Hudson is Home!* The 2021-24 college-wide Strategic Plan included 18 initiatives organized across five strategic directions: (1) A Culture of Student Success and Completion Grounded in Data and Best Practices; (2) A College Community that Celebrates and Advances Diversity, Equity and Inclusion in All Forms; (3) Innovative Programming for Students Aligned with Workforce and Community Needs; (4) Faculty and Staff Professional Development in Teaching, Learning, and Student Support Best Practices; and, (5) Facilities and Technology that Serve the College and Community.

Under the five strategic directions of the 2021-24 college-wide Strategic Plan, the College:

- Expanded services and programming for unique student cohorts, including Student Parents, International Students, Veteran Students, Returning Adult Learners, and Justice-involved Students;
- Developed a data governance policy;
- Implemented a holistic student support framework that includes the Hudson Scholars Program, the Hudson Helps Resource Center, and the Caring Approach to Respond and Empower (CARE) Team;
- Expanded mental health counseling and wellness services;
- Hired 22 new tenure-track faculty;
- Implemented an employee compensation and classification system;
- Assessed the relationship between non-credit and credit programs;
- Increased experiential learning opportunities;
- Developed a new student transfer model informed by national best practices;
- Expanded professional development opportunities for faculty and staff;
- Implemented new technology and systems; and,
- Began construction on its new 11-story Center for Student Success.

The many achievements of the 2021-24 Strategic Plan provided momentum for the development of the College's 2024-29 Strategic Plan, *The Community's College: Embracing Our History, Shaping Our Future*. Across six strategic directions, the 2024-29 Strategic Plan continues to reflect the College's commitment to its mission, vision, and values: (1) Empowering Student Success: Nurturing Every Dimension of Student Growth Through Personalized Support In and Beyond the Classroom; (2) Unlocking Unlimited Student Potential: A High-Quality Education Informed by Data and Best Practices to Expand Access, Flexible Learning Options, and Technology-Enhanced Innovation; (3) Expanding Hudson Scholars: A Comprehensive Support Environment Empowering Every Student to Thrive Academically, Grow Personally, and Excel Professionally; (4) Cultivating Individual and Institutional Excellence through Employee Development Best Practices: Fostering a Culture of Continuous Growth, Professional Development, and Employee Engagement; (5) Expanding Our Footprint: Creating Sustainable Spaces and Facilities for Future-Ready Learning and Institutional Growth; and, (6) A Catalyst for Community Transformation: Harnessing Institutional Strengths and External Alliances to Address the Evolving Needs of Our Students and Community.

Leveraging Our Strengths: HCCC Faculty and Staff

<i>HCCC Employees by Classification (as of fall 2025)</i>	
Position Classification	Number
Full-time staff	306
Part-time staff	335
Full-time faculty	105
Part-time faculty	404
Total	1150

The “Hudson is Home!” phenomenon is not unique to students. Faculty and staff express similar sentiments about working at HCCC. In recent surveys about institutional culture and climate, faculty and staff often indicate in qualitative responses that the people – their coworkers – are an area of strength for the College. Notably, many HCCC alumni return to work and teach at the College.

The College allocates \$9,000 annually for each full-time employee to pursue professional development activities. More than 100 members of the College community take advantage of this benefit. Faculty and staff use the funds to attend and present at myriad regional and national conferences as well as pursue advanced credentials. In addition, the College offers internal programming and opportunities for professional development through the Center for Teaching, Learning, and Innovation, the Center for Online Learning, and the Office of Human Resources.

Academic Programs and Pathways

Across four Academic Schools, HCCC offers more than 90 degree and certificate programs, 25 of which can be completed fully online. Among New Jersey’s 18 community colleges, HCCC receives the largest allocation of Carl D. Perkins Career and Technical Education (CTE) funding each year. HCCC offers more than 50 CTE programs, and we have seen enrollment rates steadily increase in these programs.

For fall 2025, the following ten programs had the highest enrollment by head count (listed alphabetically):

- Accounting AS
- Biology AS
- Business Administration AS
- Computer Science (leading to BS) AS
- Criminal Justice AS
- ESL Proficiency Certificate

- Liberal Arts AA
- Liberal Arts Option in Psychology AA
- Medical Science Pre-Professional Option in Pre-Nursing AS
- Science and Mathematics AS

For fall 2025, the following programs had the greatest increase in new students by head count (listed alphabetically):

- Accounting AS
- Engineering Science AS
- Environmental Studies AS
- Radiography AS
- Science and Mathematics General

HCCC's program with the largest enrollment by headcount is the Associate of Science in Medical Science Pre-Professional Option in Pre-Nursing program. Nursing is an attractive profession to HCCC students as Registered Nurses are in-demand and earn family-sustaining wages. Students who graduate from HCCC's Nursing Program and earn their license often receive starting salary offers of around \$86,000. Like many Nursing Programs, HCCC's Nursing Program has a selective admissions process, which means that in any given year, there are many more students who apply than who can be admitted. As part of the College's focus on student success, the Nursing Program has worked to ensure students enrolled in the Associate of Science Medical Science Pre-Professional Option in Pre-Nursing are aware of important admissions criteria and deadlines as well as other opportunities in the health professions.

Continuing Education and Workforce Development

The School of Continuing Education and Workforce Development (CEWD) has emerged as the “entrepreneurial engine” of the College. The School of CEWD engages with the community in a variety of ways that range from Saturday afternoon culinary classes that meet once or for several weeks to classes that help members of the community refresh their skills so they can seek better employment to workforce development programs that result in individuals earning an industry recognized credential. Through its Hudson for Business sector, the School of CEWD also offers specialized and customized training and professional development for local businesses.

Notably, the School of CEWD and the College's four Academic Schools collaborate to deliver different programs, including the Justice-involved Undergraduate Success and Training (JUSTice) Program and the College's first apprenticeship program in advanced manufacturing with Eastern Millwork, Inc. For its workforce development programs, the School of CEWD has partnered with the Academic Schools to develop internal articulation agreements whereby

students who earn industry-recognized credentials can receive academic credit seamlessly upon matriculation into an academic program.

Financial Health

As a result of careful planning and resource allocation, Hudson County Community College is in a strong financial position. As a key measure of HCCC's financial health, total net position in 2024 increased to \$183,048,260, which is 4.29% over 2023.

In 2024, Hudson County Community College continued to implement the College's Facilities Master Plan and technology upgrades. The goal of the Facilities Master Plan is to meet projected student enrollment growth, implement new academic programs, expand current programs, develop the remaining portion of the college campus and continue to move from leased facilities to college-owned facilities.

The College had \$18,432,451 in capital additions and no disposals during 2024. The capital additions are comprised of building improvements and an investment in equipment. Consistent with the Facilities Master Plan, the College initiated construction of the fully-funded, \$100 million Center for Student Success in 2024. The Center for Student Success will transform the campus. It will provide state-of-the-art classrooms, office space, and much more.

The College continues to invest in high-quality learning and administrative technologies. Software for instruction, proctoring, plagiarism detection, and software for improved accessibility for students' benefit has been added and increased. The College continues to add immersive telepresence video (ITV) classrooms and administrative spaces.

Looking to other financial considerations, student credit hours in the fiscal year 2025 totaling 177,519 represents an increase of 10.65% when compared to the fiscal year 2024 student credit hours in the amount of 160,431.

Key External and Internal Environmental Factors

Artificial Intelligence

HCCC is acutely aware of the potential machine learning and artificial intelligence tools have to transform the way we teach, learn, and conduct daily operations. Several years ago, HCCC revised its academic integrity language to include improper use of artificial intelligence and/or machine learning tools as a violation of academic integrity. In spring 2025, a faculty-led subcommittee of the Online Learning Advisory Committee (OLAC) developed three syllabi statements that faculty can select from and include on their individual syllabus to clarify their

position on the use of artificial intelligence and machine learning tools. These syllabi statements were approved through the College's participatory governance structure, All College Council.

In September 2025, President Reber participated on the *AI for All Task Force Report Presidential Roundtable* at Achieving the Dream's Data and Analytics Summit. Most recently, President Reber appointed the Chief Information Officer and Executive Director of the Center for Online Learning as co-chairs to lead an Artificial Intelligence Strategy and Governance Council. The Council will develop institution-wide guiding principles, infrastructures, and tools to support the College's strategic goals related to the responsible use of Artificial Intelligence.

Changing Landscape of Hudson County

The neighborhoods around Journal Square and Union City are changing. Development of Hudson County began by the waterfront (Hoboken, Exchange Place, Newport) approximately two decades ago and has steadily moved inland towards Journal Square and north to Union City. Developers have purchased properties that were occupied by single family homes or properties that were vacant and, in their place, constructed luxury apartment towers for lease. These luxury towers are marketed towards high-earning professionals, and, as a result, HCCC may experience a shift in the population it serves in the coming years as more families may find Hudson County, particularly Jersey City and Union City, to be unaffordable.

Collective Bargaining

Hudson County Community College has four collective bargaining units: the Academic Administrators Association, Adjunct Faculty Federation, Professional Association for Full-Time Faculty, and the Support Staff Federation. President Reber and members of his executive cabinet meet monthly with the officers of each bargaining unit to discuss concerns, challenges, and opportunities for collaboration. At its June 2025 meeting, the Board of Trustees of Hudson County Community College approved a new three-year contract for each of the four bargaining units. These marked the third iteration of contracts that President Reber has successfully negotiated with the bargaining units since he arrived at HCCC in 2018.

Competitive Employment Market

HCCC as an employer faces substantial competition from other two- and four-year higher education institutions in New Jersey and New York. While students and staff alike readily share that *Hudson is Home*, the cost of living in the New York-New Jersey metropolitan area is extremely high. Talented professionals have many employment options in the area, some of which can offer higher salaries than HCCC. Through a pay equity study and development of an

employee classification and compensation system, HCCC has made strides in narrowing equity gaps between employees in similar positions and offering more competitive salaries.

II. Institutional Priorities to be Addressed in the Self-Study

Following President Reber’s arrival at HCCC in 2018 and subsequent listening tour, the College has had two overarching priorities that inform all of its work – Student Success, and Institutional Engagement and Excellence. Nested within those are other priorities including culture of care and upward social and economic mobility. These have been consistent themes through the 2021 and 2024 strategic plans. In addition, we have recently completed a strategic planning cycle that includes broad community engagement and a climate survey. This was our second climate survey (completed 2024). The first climate survey was completed in 2019.

Self-Study Institutional Priorities:

1. Student Success
2. Institutional Engagement and Excellence
3. Culture of Care
4. Upward Social and Economic Mobility

1. Student Success

Hudson County Community College cultivates a vibrant learning environment where every student thrives by seamlessly integrating academic excellence with comprehensive support for personal growth, economic connection, and emotional well-being.

2. Institutional Engagement and Excellence

Hudson County Community College fosters a vibrant institutional environment of continuous growth where faculty and staff thrive as lifelong learners and innovators, igniting curiosity, fostering intellectual exploration, and empowering employees to pursue cutting edge professional development.

3. Culture of Care

Hudson County Community College provides comprehensive holistic support services to all students, staff, and faculty, and creates sustainable spaces and facilities for all students.

4. Upward Social and Economic Mobility

Hudson County Community College equips students and community members with confidence and skills to excel in their academic and professional journeys. Lasting connections are forged that catalyze enduring success and positive impact, creating a ripple effect of advancement throughout community and beyond.

Alignment of the Mission of the College with Institutional Priorities:

Elements of the College Mission Statement	Priority 1: Student Success	Priority 2: Institutional Engagement and Excellence	Priority 3: Culture of Care	Priority 4: Upward Social and Economic Mobility
High Quality Educational Programs and Services	X	X	X	
Promote Student Success	X	X	X	
Upward Social and Economic Mobility	X			X

Alignment of MSCHE Standards with Institutional Priorities:

Commission Standards	Priority 1: Student Success	Priority 2: Institutional Engagement and Excellence	Priority 3: Culture of Care	Priority 4: Upward Social and Economic Mobility
I. Mission and Goals	X	X		
II. Ethics and Integrity	X	X	X	
III. Design and Delivery of the Student Learning Experience	X	X		
IV. Support of the Student Experience	X	X	X	X
V. Educational Effectiveness Assessment	X	X		
VI. Planning, Resources, and	X	X	X	

Institutional Improvement				
VII. Governance, Leadership, and Administration	X	X	X	

III. Intended Outcomes of the Self-Study

Through the Self-Study process, Hudson County Community College will achieve the following outcomes:

1. Demonstrate how the institution currently meets the Commissions’ Standards for Accreditation and Requirements for Affiliation (14th edition) and provide evidence by Standard in alignment with the Evidence Expectations by Standard.
2. Leverage periodic assessment through each standard, using assessment results for continuous improvement and innovation to ensure levels of quality for constituents and the attainment of the institution’s priorities, mission, and goals.
3. Engage the HCCC community in an inclusive and transparent self-appraisal process, including analysis of a range of data, to ensure students are appropriately served, and institutional mission and goals are met.
4. Leverage Self-Study findings to inform Hudson County Community College’s next strategic plan.

IV. Organizational Structure of the Steering Committee and Working Groups

At the beginning of fall 2025, Self-Study Standards Co-Chairs were selected from the College Community based on past Self-Study experience, length of time at the College, expertise in the field, and experience with the specific MSCHE criteria and/or programmatic accreditation. With the exception of Standard VI, all standards pair a faculty Co-chair with an administrative Co-chair.

1. Steering Committee

Standards	Co-Chairs	Title
I: Mission and Goals	Lauren Drew	Assistant Professor of English as a Second Language
	Jennifer Valcarcel	Associate Dean of Career and Transfer Pathways
II: Ethics and Integrity	Dr. Salim Bendaoud	Professor of Biology
	Amaalah Ogburn	Director of Faculty and Staff Development
III: Design and Delivery of the Student Experience	Alison Bach	Associate Professor of English, and Coordinator of Humanities
	Matthew LaBrake	Executive Director, Center for Online Learning
IV: Support of the Student Experience	Sharon Daughtry	Instructor of Business
	Dr. Bernadette So	Dean of Student Success
V: Educational Effectiveness and Assessment	Dr. Gabriel Holder	Instructor of Medical Billing and Coding
	Dr. Burl Yearwood	Dean, School of Science, Technology, Engineering, and Mathematics
VI: Planning, Resources, and Institutional Improvement	Elana Winslow	Associate Professor of Business, and Coordinator of Business
	Dr. Fatma Tat	Associate Professor of Chemistry
VII: Governance, Leadership, and Administration	Dr. Peter Cronrath	Professor of Business and Assessment Coordinator, School of Business, Culinary Arts, and Hospitality Management
	Irma Williams	Associate Registrar
Additional Members of the Steering Committee		
Dr. Heather DeVries	Co-chair, Self-Study	
Dr. Nadia Hedhli	Co-chair, Self-Study	
Alexa Riano	Senior Executive Assistant to the President and Board of Trustees/Chief of Staff	

John Urgola	Associate Vice President for Institutional Research and Planning
Aycha Edwards	Director of Institutional Research and Planning
Dr. Katy-Ann Blacker	Assistant Director of Institutional Research and Planning
Vamshi Samudrala	Data and Reporting Coordinator, Institutional Research and Planning

Charges of the Steering Committee

- Provide leadership to the working groups.
- Serve as liaisons between the working groups and the Self-Study Co-chairs.
- Serve a source of knowledge on MSCHE Standards and the Self-Study Process for the College community.
- Evaluate drafts for accuracy, clarity, and alignment with institutional priorities.
- Ensure adherence to established timelines.
- Support efforts to engage the College community in meaningful dialogue. Address issues and challenges that arise. Participate in the Self-Study Preparation Visit by the College’s MSCHE Vice President Staff Liaison in spring 2026 and the Visiting Team site visit in spring 2028.
- Meet synchronously with the working groups to provide feedback on action items and discuss new directions.
- Attend two required in-person meetings per semester for all working groups and Co-chairs.
- Provide monthly reports with attendance, date, progress, and challenges.

At Fall 2025 College Service Day, a call for volunteers was issued to recruit working group members for each Standard. In some instances, personal invitations were extended to ensure specific areas of expertise were represented.

2. Working Groups

Standards	Working Groups Members and Title
I: Mission and Goals	<ul style="list-style-type: none"> • Fiona Approo-Johnson, Executive Director, Ellucian Managed Services • Janet Chavez, Executive Administrative Assistant, office of the President • Kenny Fabara, Director of Academic Affairs • Matthew Fessler, Dean of Enrollment Services • Fidelis Foda-Kahouo, Assistant Professor of Mathematics

	<ul style="list-style-type: none"> • Jenny Henriquez, Associate Director, Honors Program • Dr. Velino Joasil, Professor of Biology • Victoria Orellana, Registrar • Sovi Pujols, Instructor of English • Emmanuel Rodriguez, Student Peer Leader • Stephanie Robinson, Educational Opportunity Fund (EOF) Academic Advisor • Saliha Yagoubi, Instructor, English as a Second Language
<p>II: Ethics and Integrity</p>	<ul style="list-style-type: none"> • Lisa Bogart, Director, North Hudson Campus Library • Steffi Montenegro, Instructor of Nursing • Daniel Ondieki, Associate Professor of Mathematics • Josianne Payoute, Director of Benefits and Compensation • Alexa Riano, Senior Executive Assistant to the President and Board of Trustees/Chief of Staff • Dr. Paula Roberson, Director of the Center for Teaching, Learning, and Innovation • Sony Thomas, Instructor of Nursing • Keeley Thornton, Instructor of English as a Second Language • Angela Tuzzo, Associate Director of Student Life and Leadership • Victoria Vasquez, Senior Assistant Director of Career and Transfer Pathways • Michelle Vera, Instructor of English as a Second Language • Michael Whelpley, Associate Director of Open Educational Resources
<p>III: Design and Delivery of the Student Experience</p>	<ul style="list-style-type: none"> • Andy Adler, Senior Assistant Director, Advisement • Sarah Andrews, Academic Counselor • Jonathan Cabrera, Instructor of Criminal Justice • John Hernandez, Dean of College Libraries • Zakia Hmamou, Instructional Designer, Center for Online Learning • Denise Knapp, Professor of Human Services • Nicolas Mangal, Senior Assistant Director of Advisement • Lori Margolin, Vice President for Strategic Initiatives, Continuing Education and Workforce Development • Craig Mclaughlin, Associate Professor of Psychology • Sonja Rodiger-Radovic, Instructor of English as a Second Language
<p>IV: Support of the Student Experience</p>	<ul style="list-style-type: none"> • Belinda Austin, Associate Director of Advisement • June Barriere, Administrative Assistant, Dean of Student Affairs • Dr. David Clark, Dean of Student Affairs • Luis Diaz, Part-Time Assistant, Educational Opportunity Fund (EOF) • Shuang De Jesus, Senior Assistant Director of Data and Assessment, Office of Advisement • Dr. Robert Kahn, Director of Instructional Systems • Dr. Jose Lowe, Director, Educational Opportunity Fund (EOF)

	<ul style="list-style-type: none"> • Dominique Maynard, Director of One Stop Student Services Center • Sylvia Mendoza, Dean of Financial Aid • Carlos Ortiz, Academic Counselor • Jonathan Sisk, Director of Athletics • Dr. Gretchen Schulthes, Associate Dean of Advisement • Wajia Zahur, Associate Director of Enrollment Services • Bianka Zaneli, Instructor of Medical Assisting
<p>V: Educational Effectiveness and Assessment</p>	<ul style="list-style-type: none"> • Darlery Franco, Assistant Dean of Testing and Assessment • Dr. Machli Joseph, Director of Perkins Career and Technical Education • Dr. Clive Li, Associate Professor of Engineering Science • Marissa Lontoc, Instructor of Table Service • Raffi Manjikian, Instructor of Chemistry • Dr. Jihan Nakhla, Associate Professor of Medical Assisting • Courtney Payne, Assistant Professor of Culinary Arts • Gary Sasala, Temporary Full Time Instructor, English as a Second Language • Laura Samuelsen, Assistant Professor of Academic Foundations Math • Dr. Catherine Sirangelo, Dean, School of Nursing and Health Professions • Upasana Sethi Pagan, Assistant Registrar • Dr. Alison Wakefield, Dean, School of Humanities and Social Sciences
<p>VI: Planning, Resources, and Institutional Improvement</p>	<ul style="list-style-type: none"> • Anita Belle, Assistant Vice President, Workforce Development • Trisha Clay, Associate Vice President, Chief Information Officer • Faiza Fayyaz, Laboratory Coordinator, School of STEM • Nydia James, Assistant Grants Officer • Victor Moruzzi, Instructional Designer, Center for Online Learning • Christine Petersen, Associate Director of Student Financial Assistance • Mohammad Qasem, Associate Professor of Physics • Jeff Roberson Jr., Director of Contracts and Procurement • Stephanie Sergeant, Assistant Director of Human Resources • Amanda Velez, Instructor of English as a Second Language
<p>VII: Governance, Leadership, and Administration</p>	<ul style="list-style-type: none"> • Dr. Pamela Bandyopadhyay, Associate Dean of Academic Affairs • Brianna Casagrande, Associate Director, Career and Transfer Pathways • Ana Cedeno, Student Leader • Dr. Joseph Caniglia, Executive Director, North Hudson Campus • Dr. Chris Cody, Instructor of History • Karen Galli, Assistant Professor of English • Karen Hosick, Assistant Professor of Exercise Science • Kim Hosmer, Career and Technical Education Specialist • Dr. Ara Karakashian, Dean, School of Business, Culinary Arts, and Hospitality Management • Lester McRae, Associate Professor of Accounting

	<ul style="list-style-type: none"> • Richard Walker, Associate Director of Institutional Engagement and Excellence
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General Working Group Charge

- Understand the evidence expectations related to a particular Standard.
- Evaluate lines of inquiry related to a particular Standard and offer feedback as appropriate.
- Understand how a Standard, its criteria, lines of inquiry, and evidence interact.
- Identify, collect, and analyze evidence for a particular Standard.
- Maintain and organize evidence for a particular Standard.
- Support the Standard Co-chairs in preparing deliverables and adhering to the Self-Study timeline.
- Under the leadership of Standard Co-chairs, write a Self-Study chapter for a particular Standard that demonstrates, through the analysis of evidence, how HCCC meets the Standard and fulfills its criteria.
- Develop recommendations for continuous improvement in collaboration with the Steering Committee and the college community.
- Serve as a source of subject matter expertise for a particular Standard.
- Attend two required in-person meetings per semester for all working groups and Co-chairs.
- Liaise with, and encourage engagement from, the college community.
- Participate in site visits and meet with members of the visiting team in spring 2026 Self-Study Preparation Visit (SSPV) and 2028 Self-Study Evaluation Team Site Visit.
- Attend and participate in their specific standard Co-chair meetings.

Role of Students

To ensure that students at Hudson County Community College are engaged in the Self-Study process and have an opportunity to provide valuable feedback, multiple platforms will be available for student participation. Students will be part of selected working groups for MSCHE Standards. Students are invited to open fora at the College such as Town Hall meetings, All College Council, and Student Life.

Role of the Borad of Trustees

Hudson County Community College Trustees will be involved and updated throughout the Self-Study process through the provision of the weekly Green Memo updates, monthly Board of

Trustees meetings, and review of the Self-Study Design draft and the full Self-Study document before submission. This will allow incorporation of feedback at different time points.

3. Research Questions/Lines of Inquiry for Each Working Group

I: Mission and Goals

1. To what extent do HCCC mission, goals, institutional planning, and priorities align with resource allocation, program and curriculum development, student learning outcomes and achievement?
2. What assessment methods are in place to ensure the mission and goals are accomplished?

II: Ethics and Integrity

1. By what means is HCCC's grievance policy documented and disseminated to address complaints and grievances raised by students, faculty, or staff? How does HCCC demonstrate that its policies and procedures are fair and impartial and correlate with the mission and goals of the institution.
2. How does HCCC's priority of Institutional Engagement and Excellence inform recruitment of staff and students, marketing, hiring, and training? Are these processes compliant with government laws and regulations?
3. What assessment methods are in place to ensure compliance with government laws and regulations and alignment with the College's mission?
4. How are institutional priorities reflected in the College's climate and commitment to academic freedom, intellectual freedom, freedom of expression, and respect for intellectual property rights?

III: Design and Delivery of the Student Experience

1. How are HCCC courses designed, delivered, and assessed to meet institutional goals, and higher education expectations? What policies and/or procedures are in place to ensure revision, updates, and seamless transfer to four-year institutions?
2. What policies and procedures are in place to ensure faculty qualification, professional development, and periodic assessment of teaching and learning?

3. How are HCCC's learning experiences and resources designed to promote student success?
4. In what ways do HCCC's hiring practices, and tenure and promotion policies, align with institutional priorities?
5. What assessment methods are in place to ensure effective student learning experiences for all students?

IV: Support of the Student Experience

1. To what extent are student support services (e.g., orientation, advisement, counseling, financial aid, mentoring, transfer) effective and align with institutional goals and priorities? Were surveys conducted? And what decisions have been made based on these findings?
2. What assessment methods are in place to ensure the effectiveness of student support services for all students? What metrics are used during the assessment process?

V: Educational Effectiveness and Assessment

1. How are student learning outcomes by degree/program /course level assessed? And how are the results used to improve student learning outcomes?
2. Are there clear and effective curriculum maps by degree and program level? How often are they reviewed? How do they promote student success?
3. What methods of meta-assessment (assessing the assessment process) are in place?

VI: Planning, Resources, and Institutional Improvement

1. To what extent is the institutional planning and resource allocation process effective in ensuring alignment with institutional priorities and the overall mission of the College?
2. What methods are in place to ensure the effectiveness of planning, resource allocation, institutional renewal processes, and availability of resources?

VII: Governance, Leadership, and Administration

1. Does the governance structure outline roles, responsibilities, and accountability for inclusive decision making? How does this structure align with the mission and priorities of the College?
2. What policies and procedures are in place for the search and appointment of the Chief Executive Officer (CEO), and how is the CEO evaluated?
3. What measures are in place for assessment of the effectiveness of governance, leadership, and administration?

V. Guidelines for Reporting

To ensure effective communication, reporting, and drafting of the Self-Study, the following guidelines are in place:

1. A share point was created where Standard Co-chairs, and Self-Study Co-chairs can upload and update the work being done.
2. A common folder for evidence was created that can be shared between all working groups to avoid overlap requests from Institutional Research and Planning.
3. Two scheduled in-person meetings are held per semester, where all working groups, Co-chairs of each MSCHE Standard and Co-chairs of the Self-Study meet to review their progress, work on specific items, and discuss challenges.
4. Meeting of Standard Co-chairs with Self-Study Co-chairs is held at the beginning of every semester to generate action items and goals.
5. Weekly meetings of Self-Study Co-chairs are held to review action items, drafts, and working groups' progress.
6. Meetings of each working group are held with their specific Co-chairs to ensure continuous progress of the work needed.
7. Monthly Co-chairs and working group updates that include meeting date and attendance, progress since the last meeting, challenges and support needed, and new action items. Feedback will be provided by Self-Study Co-chairs, and/or follow-up meetings will be scheduled to help with challenges encountered.

VI. Organization of the Final Self-Study Report

The final Self-Study document will be organized as follows:

1. Executive Summary will include important findings, opportunities for improvement, and action plans identified in the Self-Study.

2. Introduction will provide an overview of the institution, Mission and Goals, Values, Institutional Priorities, and an outline of how the chapters are organized.

3. Standard I: Mission and Goals

- a. Overview of the Standard
- b. Alignment of the Standard with lines of inquiry and institutional priorities
- c. Analysis of the evidence collected
- d. Discussion of compliance, strengths and weaknesses
- e. Conclusion, new directions and action plans

4. Standard II: Ethics and Integrity

- a. Overview of the Standard
- b. Alignment of the Standard with lines of inquiry and institutional priorities
- c. Analysis of the evidence collected
- d. Discussion of compliance, strengths, and weaknesses
- e. Conclusion, new directions and action plans

5. Standard III: Design and Delivery of the Student Learning Experience

- a. Overview of the Standard
- b. Alignment of the Standard with lines of inquiry and institutional priorities
- c. Analysis of the evidence collected
- d. Discussion of compliance, strengths and weaknesses
- e. Conclusion, new directions and action plans

6. Standard IV: Support of the Student Experience

- a. Overview of the Standard

- b. Alignment of the Standard with lines of inquiry and institutional priorities
- c. Analysis of the evidence collected
- d. Discussion of compliance, strengths and weaknesses
- e. Conclusion, new directions and action plans

7. Standard V: Educational Effectiveness and Assessment

- a. Overview of the Standard
- b. Alignment of the Standard with lines of inquiry and institutional priorities
- c. Analysis of the evidence collected
- d. Discussion of compliance, strengths and weaknesses
- e. Conclusion, new directions and action plans

8. Standard VI: Planning, Resources, and Institutional Improvement

- a. Overview of the Standard
- b. Alignment of the Standard with lines of inquiry and institutional priorities
- c. Analysis of the evidence collected
- d. Discussion of compliance, strengths and weaknesses
- e. Conclusion, new directions and action plans

9. Standard VII: Governance, Leadership and Administration

- a. Overview of the Standard
- b. Alignment of the Standard with lines of inquiry and institutional priorities
- c. Analysis of the evidence collected
- d. Discussion of compliance, strengths and weaknesses
- e. Conclusion, new directions and action plans

10. Conclusion: Summary of major findings, new directions for the college and action plans.

Reporting and Formatting Standards

Each Self-Study working group will produce a written report of its findings regarding the Standard with which it has been charged. The Self-Study Co-chairs will serve as editors of the

Self-Study report to ensure that the report is presented in one voice. In the interest of length and coherence of the final report, editorial changes may be made. Accordingly, not all of the narrative and/or recommendations submitted by the working groups will necessarily appear in the final report. Any substantial changes, however, will be discussed with the Steering Committee.

Basic Document Format

- Microsoft Word
- Times New Roman font
- Font size 12
- Tables 10 point
- Standard 1-inch margins (top, bottom, left, right)
- Left justified
- No indentation
- Tab stops: 0.5
- Header and footer margins: 0.5

Additional Guidelines

- Chapter titles should be all uppercase and centered.
- Use bold-face for headings and sub-headings.
- Major headings should be centered with the first letter of each main word in uppercase.
- Minor headings should be left-justified with the first letter of each main word in uppercase.
- Use the tab and not the space bar for alignment.
- Acronyms should be written out with the first usage, followed by the acronym in parenthesis.
- Do not use contractions.
- Refer to people by title, not name.
- Use APA format for parenthetical and bibliographic citations.
- Use italics for the title of any book or periodical.
- Follow APA guidelines for titles of articles.
- Use concise, jargon-free language, and prefer active to passive voice.
- Use commas before all elements in a series (e.g., faculty, staff, and students).
- Use alphabetical order when listing names.
- For consistency, the following words should be capitalized: College, when referring to Hudson County Community College; Committee, when used with the name of a committee (e.g., Mission and Goals Committee); Mission and Goals when referring to

- the College Missions and Goals; Evaluation Team; Steering Committee; Program Learning Outcomes (PLOs); and Student Learning Outcomes (SLOs).
- Page numbers should be printed in the lower right corner

VII. Self-Study Timeline

1. Fall 2025

- Attend the Self-Study Institute
- Organize Co-chairs and Working Groups
- Develop the Self-Study Design
- Submit the Self-Study Design

2. Spring 2026

- Host MSCHE staff for Self-Study Preparation Visit
- Continue Evidence Collection

3. Summer 2026

- Continue Evidence Collection
- Start Analyzing Evidence

4. Fall 2026

- Continue Analyzing Evidence
- Start Drafting Self-Study Report Chapters

5. Spring 2027

- Complete the Self-Study Report
- MSCHE Evaluation Team Chair Selected

6. Summer 2027

- Complete the Self-Study Report

7. Fall 2027

- Campus Feedback on the Self-Study Report
- Host Team Chair Preliminary Visit
- Submit Final Self-Study Report to MSCHE

8. Spring 2028

- MSCHE Evaluation Team Site Visit

9. June 2028

- Commission Determines Action

VIII. Communication Plan

Hudson County Community College will use multiple channels of communication during the Self-Study Process for updates, feedback and discussions.

Platform	Frequency of Self-Study Updates to the College Community	Audience
Middle States Webpage: www.hudsoncountycommunitycollege/middlestates Email: Hudsonselfstudy2028@hccc.edu	Ongoing Ongoing	All HCCC Community (staff, students, and faculty) and external stakeholders (prospective students, community members, accrediting bodies, and college partners)
Town Hall Meeting	At least twice each semester	All HCCC Community (staff, students, and faculty)
All College Council	Twice each semester	All HCCC Community (staff, students, and faculty)
Board of Trustees Meeting	Once each semester	All HCCC Community (staff, students, and faculty) and trustees.
Green Memos	Once monthly	President and Trustees
Student Government Association Meetings	Once each semester	All HCCC Community (staff, students, and faculty)
All working group and Co-chairs in-person meetings	Twice each Semester	All MSCHE Working groups, Co-chairs, and invited speakers.
College Service Day	Once each semester	All HCCC Community (staff, students, and faculty)
HCCC Happenings Communication Newsletter	Twice each semester	All HCCC Community (staff, students, and faculty)

One page memo to the College Community.	Once each semester	All HCCC Community (staff, students, and faculty)
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IX. Evaluation Team Profile

Hudson County Community College requests that the Chairperson and Evaluation Team Members come from, or have experience with, institutions similar to HCCC in the following ways:

- Student Population Demographics (Hispanic-Serving Institution/Minority-Serving Institution)
- Student Success Metrics
- Location (Urban)
- High proportion of English as a Second Language students
- High proportion of students receiving financial aid
- Unionized/collective bargaining environment
- At least one Evaluation Team member being bilingual in Spanish or Arabic is preferred

X. Strategy for Addressing Annual Institutional Update Indicators and Metrics

In alignment with its institutional priorities and its commitment to using data and best practice to inform action, HCCC monitors the indicators and metrics comprising the Annual Institutional Update. Enrollment and student achievement data are closely tied to HCCC’s student success work, and the institution's financial health and federal financial responsibility are closely linked with instructional engagement and excellence. The President and his Cabinet keep the Board of Trustees apprised of these metrics as appropriate throughout the year through the President’s weekly “Green Memo,” which contains important news pertaining to the life of the College.

In 2023 and 2025, MSCHE required HCCC to submit Supplemental Information Reports (SIR) related to its student achievement data. In both Requests, HCCC provided context as to why its student achievement data were below MSCHE’s threshold of 23%, highlighted initiatives that were moving the proverbial needle on the student achievement metrics, and confirmed that through more recent IPEDS reporting, HCCC would meet – and exceed – the 23% threshold in future Annual Institutional Update cycles.

Both SIR submissions were accepted by MSCHE. For the 2025 Annual Institutional Update, HCCC’s student achievement data have reached the requisite threshold established by MSCHE, and HCCC does not expect to receive a request for a Supplemental Information Report submission this winter.

XI. Evidence Inventory Strategy

Working groups and Co-chairs for each of the MSCHE standards will be responsible for collecting and identifying evidence that supports alignment of the Mission of the College, and Priorities of the College, with MSCHE Standards. Collection and organization of these data will begin in Spring 2026 using the following guidelines:

Sn_Cn_Xdescription_yyyymmdd.dpf

Sn= Standard number

CnX= Criteria number

Description= Keywords for the description of the item (3-5 words)

Yyyymmdd= date of last update

XII. Strategy for Identifying Self-Study Site Visits to be Conducted

Consistent with Commission policies and procedures as well as federal regulation 34 CFR § 602.22(d), the Commission requires Self-Study site visits to a representative number of additional locations. Further, Self-Study site visits are required to one-third of designated domestic additional locations that are approved and active with students enrolled in courses at the location.

Hudson County Community College has one campus, located in Jersey City (Journal Square), New Jersey, and two additional locations. The North Hudson Campus additional location is located in Union City, New Jersey, which is approximately five miles north of Journal Square. The second additional location is at the Frank J. Gargiulo Campus of the Hudson County Schools of Technology (HCST), which is located in Secaucus, New Jersey.

Both locations are within a 20-30-minute drive from Journal Square. In consultation with the Team Chair, HCCC will determine which additional location(s) the Team Chair, or designee, will visit. Various factors including student availability to meet with the Team Chair will be considered.