



## EDUCATIONAL AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT is made and entered into as of this **1<sup>st</sup> day of April, 2025** by and between **HUDSON COUNTY COMMUNITY COLLEGE (HCCC)**, hereinafter referred to as “SCHOOL” and Prime Healthcare Services **SAINT MICHAEL’S MEDICAL CENTER** 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 Michael’s Medical Center, as well as various outpatient clinics, located 111 Central Ave., Newark, NJ 07102 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 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. Hospital agrees to keep information confidential unless disclosure is required by law.
- f. SCHOOL shall assume responsibility for advising all students who participate in the Field Experience about the requirements for 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 as set

forth below 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 that is not due to the fault of the HOSPITAL. 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 reasonable 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. SCHOOL shall ensure that HOSPITAL is advised of any positive findings for a Student to the extent permitted by law. HOSPITAL shall keep all results confidential. 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 the necessary steps 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, normal wear and tear excluded.

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 not to be unreasonably withheld 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 remove a student from HOSPITAL.

#### **ARTICLE IV** **NON-DISCRIMINATION**

4.1 Saint Clare's Health 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 Clare's Health (HOSPITAL) shall defend, hold harmless and indemnify SCHOOL and its affiliates, directors, trustees, officers, agents, students 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 providing 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 or SCHOOL, as applicable in writing, any patient or medical record information regarding HOSPITAL patients, or any personally identifiable information, 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 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 **1<sup>st</sup> day of April, 2025** and shall remain in effect for (2) two years 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.

11.3 Attorneys' Fees. If either Party brings an action for any relief or collection against the other Party, declaratory or otherwise, arising out of the arrangement described in this Agreement, each Party shall be responsible for their own costs and attorneys' fees, including without limitation fees incurred at arbitration, at trial, on appeal, and on any review therefrom, all of which shall be deemed to have accrued upon the commencement of such action.

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, lightning, 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 received (or receipt refused), if sent as specified in this Section, or otherwise deemed given when received. In each case, notice shall be delivered or sent to:

<p><b>If at HOSPITAL:</b>  <u><b>Saint Michael's Medical Center</b></u>  <u><b>111 Central Ave.</b></u>  <u><b>Newark, NJ 07102</b></u></p>	<p><b>If to SCHOOL:</b>  <b>Hudson County Community College</b>  <b>70 Sip Avenue</b>  <b>Jersey City, NJ 07306</b></p>
<p><b>Attn: Education Services</b></p>	<p><b>Attn: Catherine Sirangelo, Dean</b></p>

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: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Name: Christopher Reber, PhD

Title: \_\_\_\_\_

Title: President

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 Michael's Medical Center**
- 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 MICHAEL’S MEDICAL CENTER**

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 MICHAEL’S MEDICAL CENTER**  
(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 MICHAEL'S MEDICAL CENER**  
**(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 \_\_\_\_\_, 2025 (the “**Effective Date**”), by and between (INSERT FACILITY NAME) (“**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: \_\_\_\_\_

Student: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**EXHIBIT "A-4"**  
**SAINT MICHAEL'S MEDICAL CENTER**  
**HOSPITAL EMPLOYEES ONLY**

I, \_\_\_\_\_ employee of **Saint Clare's Health** 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 Michael's Medical Center 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](mailto: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](http://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 \_\_\_\_\_

---

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**STUDENT PERSONAL FITNESS TRAINING CERTIFICATE  
AND  
STUDENT EXERCISE SCIENCE A.S. AFFILIATION AGREEMENT  
BETWEEN  
HUDSON COUNTY COMMUNITY COLLEGE  
AND  
\_\_FIREHOUSE FITNESS\_\_**

Agreement, effective February   1st  , 2025 by and between Hudson County Community College (“College”), located at 70 Sip Avenue Jersey City, New Jersey 07306, and

**Firehouse Fitness (Agency)  
520 Palisade Ave  
Jersey City, NJ 07307**

1. **TERM**

This contract shall be for a period of three years commencing February   1st  , 2025 and continuing until January   31st  , 2028 for the:

**Personal Fitness Training Proficiency Certificate Program  
and  
Exercise Science Associate Degree Program**

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

Either party may at any time during the term of this agreement, with or without cause, terminate this agreement upon one hundred twenty (120) days written notice to the other party. In the event the agreement is terminated, students taking part in the internship shall be able to complete the program.

Agency may terminate a student(s) participation at the site established under this agreement, if the Agency reasonably believes that the continued participation of the student(s) is unsafe, disruptive, detrimental to client care, or otherwise not in conformity with the Agency’s standards, policies, procedures, or health requirements. The Agency must notify the internship Faculty in a timely manner with the cause and date of termination. The Agency shall be responsible for any and all actions taken in connection with its termination of a student(s) participation at the site.

2. **COLLEGE RESPONSIBILITIES**

The College as the sponsoring agency agrees:

- a. To assume full responsibility for the planning and the execution of the curriculum

for its students including the administration, curriculum content, and Faculty appointments.

- b. To provide an assignment schedule of dates for the affiliation periods throughout the academic year.
- c. That students assigned for internship experience will receive no compensation.
- d. To require that students conform to the rules, regulations, and policies of Agency. These rules, regulations and policies will be available and reviewed with the students and Faculty by the Agency.
- e. To require student's statement of health screening to include:
  - 1. physical exam
  - 2. proof of negative reaction to two (2) consecutive Mantoux tests given within three (3) weeks, or if positive reaction, negative chest x-ray result on file
  - 3. rubella, rubeola, varicella and mumps immunity as proven by blood test or written physician's confirmation
  - 4. hepatitis B vaccine or signed waiver, if student refuses to be immunized
  - 5. current CPR certification
- f. To provide medical documentation of any special physical needs of students and to provide for any special allergic needs of the students.
- g. Student curriculum, attendance, and scheduling shall be under the direction of the College as long as they do not conflict with the Agency's policies, rules, and regulations. In the event of such conflict, the parties shall meet in an attempt to resolve same.

3. **AGENCY CENTER RESPONSIBILITIES**

- a. To participate in joint evaluation of the effectiveness of the internship experiences through meetings and/or written evaluations of the students and Faculty.
- b. To provide necessary supplies, facilities, and supervision as may be required to insure quality education for the students.
- c. To provide an orientation of its facilities, policies, and procedures for the College's Faculty and students.
- d. The Agency shall at all times retain sole responsibility for all client and patient care, and the extent of participation of the student in assisting with or observing

client care. (However, the foregoing statement is not meant to address the issue of ultimate legal liability in the event of a claim.)

4. **MUTUAL OBLIGATIONS**

- a. Responsibility for planning the internship experience with 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 Agency.
- b. A student of the College may be assigned to any facilities or programs within the Agency system.
- c. Students are not employees of either party during the hours in which they participate in this program. This statement is not meant to imply that students are employees of either party at any other time.
- d. The student of the College will start their internship 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.

5. **INSURANCE**

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

6. **CONFIDENTIALITY**

Both the College and Agency shall at all times comply with standards mandated by state and federal law of regulatory agencies and accrediting agencies, including those pertaining to confidentiality and documentation, including student information and other personally identifiable information. To the extent the services require the Agency to receive any confidential student information during the provision of the services, Agency agrees to comply with the requirements of the Family Educational Rights and Privacy Act ("FERPA"), 20 C.F.R. Part 99. 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 Agency, except as permitted by the terms of this Agreement or under State or Federal Law.

7. **INDEMNIFICATION**

The College agrees to protect, indemnify, and hold harmless Agency, and its respective officers, trustees, employees, faculty members, house staff, and attending physicians

from and against any and all third-party claims, demands, causes of action, damages and judgments (including, but not limited to, such on behalf of a client or that client's agent or family) which may be imposed upon, incurred, or brought against the Agency as a direct result of any negligent acts of omission or commission by the College or its officers, directors, employees, students (only while they are at the internship site and under the control of the College) or Faculty members (only while they are at the internship site and under the control of the College) committed in connection with this Agreement, except that such indemnity shall not apply to the extent that a claim, demand, cause of action, damage or judgment arises out of the acts or omissions of the Agency.

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

8. **EMERGENCY MEDICAL CARE**

Agency agrees that College personnel and students assigned to the Agency in conjunction with their participation in this agreement shall have access to emergency medical care in the event of illness or injury requiring medical attention. However, such medical care shall be at the individual's own expense. Nothing set forth herein shall serve as a waiver of any claim by any individual.

9. **REGULATORY REQUIREMENTS**

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

10. **JURISDICTION AND VENUE**

Any controversies or disagreements arising out of, or relating to this Agreement, or breach thereof, shall be subject to the exclusive jurisdiction of the Hudson County Vicinage of the Superior Court of New Jersey.

11. **GOVERNING LAW**

This Agreement is governed by and shall be construed in accordance with the law of the State of New Jersey without regard to New Jersey's conflict or choice of law principles or rules.

12. **NO AGENCY/PARTNERSHIP**

This Agreement neither makes nor appoints Agency as an agent of the College, nor does it create a partnership or joint venture between the parties. Neither party shall act or represent itself as an agent of the other or purport to bind or obligate the other in any manner. It is further expressly agreed and understood that neither Agency nor any authorized person providing the services on behalf of Agency are, or shall be considered College employees. Agency shall at all times be an independent contractor while this Agreement remains in force.

Signed:

\_\_\_\_\_  
Christopher Reber, President  
Hudson County Community College

\_\_\_\_\_  
Date

Signed:

\_\_\_\_\_  
Martin Kahn or David Jaros, Owners  
Firehouse Fitness

\_\_\_\_\_  
Date

## HCCC | RUTGERS UNIVERSITY-NEWARK 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 Rutgers University-Newark, hereinafter referred to as the "Rutgers University-Newark" 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 Rutgers University-Newark to administer the HCCC CONNECT Transfer Program. The CONNECT program will ensure HCCC graduates in CONNECT programs have a seamless transfer experience from HCCC to Rutgers University-Newark to facilitate the attainment of a bachelor's degree.

### **TERMS OF AGREEMENT:**

1. HCCC and Rutgers University-Newark will collaborate to identify program maps that will facilitate the transfer of credits, limiting excess credit accumulation at both institutions.
2. HCCC and Rutgers University-Newark will develop joint admission standards for the CONNECT program.
3. HCCC and Rutgers University-Newark will develop a plan for academic advising and support at both institutions for students enrolled in the program.
4. HCCC and Rutgers University-Newark will establish a timeline and process for the automatic transfer of credits and other applicable records from HCCC to Rutgers University-Newark.
5. HCCC and Rutgers University-Newark will work together to promote the CONNECT Program to prospective and current students.
6. HCCC and Rutgers University-Newark will establish procedures for the sharing of campus resources and student support services.
7. HCCC and Rutgers University-Newark will establish data and information-sharing procedures among their staff.
8. HCCC and Rutgers University-Newark will conduct regular evaluations of the program to assess its effectiveness and make necessary adjustments.

### **RESPONSIBILITIES:**

1. HCCC and Rutgers University-Newark will be responsible for providing courses and academic advising to students enrolled in the program based on established academic program pathways.
2. HCCC and Rutgers University-Newark will dedicate staff to administering the CONNECT program. The staff will maintain presence on both campuses.
3. HCCC and Rutgers University-Newark will work together to develop application and communication processes.

4. Once per year, HCCC and Rutgers University-Newark will review academic program pathways to ensure their accuracy and make necessary updates.
5. HCCC and Rutgers University-Newark 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 Rutgers University-Newark will jointly develop eligibility requirements.
2. Students who meet the eligibility criteria will be granted joint admission to HCCC and Rutgers University-Newark.
3. All admission application fees will be waived for CONNECT students.
4. Students who are admitted to Rutgers University-Newark through this agreement will be required to complete a FAFSA (if applicable) and additional applications for scholarships, grants, or other financial assistance offered by Rutgers University-Newark.

**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 Rutgers University-Newark may renew the agreement in writing.

**AMENDMENTS:**

This MOU may be amended by mutual written agreement of HCCC and Rutgers University-Newark.

**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**

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

Title: \_\_\_\_\_

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

**Rutgers University-Newark**

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

Title: \_\_\_\_\_

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



## **MEMORANDUM OF UNDERSTANDING**

Between

Hudson County Community College

and

Dimension Energy

March 12, 2025 – March 11, 2026

### **Description**

Hudson County Community College (HCCC) and Dimension Energy have established a partnership whereby HCCC will develop and deliver a Solar Training workforce course (“Course” or “training program”).

### **Roles and Responsibilities**

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

#### **Dimension Energy**

- a) Will assign an individual to be the main contact for the training program.
- b) Will consult with HCCC to finalize the workforce training schedule.
- c) Will arrange to have Dimension Energy deliver a module as part of the training program that is aligned with the training schedule agreed upon HCCC and Dimension Energy.
- d) Will provide marketing materials to be used for student recruitment.
- e) Will provide introductions to solar employers who are interested in hiring students who complete the training program.
- f) Will fund one cohort of 10 – 15 students to complete the HCCC Solar Training workforce course, provide student stipends, and fund a Student Success Coach. Details to be mutually agreed upon by Dimension Energy and HCCC prior to HCCC’s commencement of work to develop the training program.

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

- a) Will assign an individual to be the main contact for the training.
- b) Agrees to consult with Dimension Energy regarding the workforce training program schedule.
- c) Will develop a customized solar training workforce program based on the Dimension Energy training needs and requirements as provided by Dimension Energy.

- d) Will provide in-person, virtual, or hybrid instruction for the solar training workforce program. The ultimate instruction modalities shall be determined in HCCC's discretion.
- e) Will provide a certificate of completion to students who have successfully completed the program.
- f) Will provide all the materials required for the class, which shall be included in the cost of tuition.
- g) Will adhere to the training schedule, which is planned to begin in late March 2025. Any changes will be made in consultation with the Dimension Energy.
- h) Will provide training for up to 15 students in the solar training workforce course.
- i) Will recruit and hire an instructor(s) for the HCCC portion of the training program.
- j) Will work with students to assist in retention, completion, and job placement.
- k) Will disburse the student stipends, based on a schedule mutually agreed upon between Dimension Energy and HCCC.

### **Invoicing**

- a) HCCC will invoice Dimension Energy for the cost of the solar training workforce program, the cost for the Student Success Coach, and the total amount of student stipends.
- b) Dimension Energy agrees to pay HCCC: 50% of the total cost of the training program upon signing the agreement and 50% at the end of training, the total amount for stipends upon commencement of the training program, and the total amount for the Student Success Coach upon signing the agreement.
- c) HCCC shall not be obligated to provide any services until the initial 50% payment is made. HCCC shall invoice the second 50% payment upon completion of the training.
- d) If the second 50% payment is not made within thirty (30) of the date of the invoice, the unpaid amounts shall accrue interest at the rate of one percent (1%) per month.

### **Dispute Resolution**

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

### **Governing Law**

- a) This Agreement shall be governed by and in accordance with the laws of the State of New Jersey, without references to any choice of law or conflicts of laws, and provisions therein.
- b) The rights of the College or the Client under this Agreement are personal to each party, and neither party shall assign, transfer, hypothecate, or otherwise assign its rights or delegate its duties under this Agreement, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the other party to this Agreement.

### **Notices**

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

Dimension Energy:

Name of Organization  
Address  
Name of Individual to send notification

As to the College:

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

**Provisions and Amendments**

- a) This Memorandum of Understanding contains all provisions agreed upon by the parties. Any amendment to this Memorandum of Understanding must be in writing and signed by either parties or their duly authorized representative. It is further understood that the term of this agreement is for the period of March 12, 2025 – March 11, 2026, and shall not automatically renew. Any continuation, renewal or extension is subject to a new agreement.

Dimension RE, LLC

Hudson County Community College

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

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

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

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