

## AFFILIATION AGREEMENT

This Affiliation Agreement (“**Agreement**”) is made on/about this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between **Hudson County Community College, located at 70 Sip Avenue, Jersey City, New Jersey 07306 (“College”)** and **IJKG Opco LLC d/b/a CarePoint Health-Bayonne Medical Center, located at 29 East 29<sup>th</sup> Street, Bayonne, New Jersey 07002 (“Hospital”)**

### RECITALS:

- A. College offers a Radiography 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 ~~by~~ agree as follows:

#### **I. Responsibilities of College.**

- a. **Clinical Program.** To the extent permitted 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 radiography student and has completed the educational prerequisites to qualify them for participation in the rotation.

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

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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 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 rubella 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. Unless due to the fault of Hospital, 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.

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

4. **Withdrawal of Program Participants.**

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

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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 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 that neither College nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express

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

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

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

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

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

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

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

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

e. **Audit.** College shall, within five business days of a written request from Hospital, make available during normal business hours at College or Hospital all records, 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 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.

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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 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 third-party claims (including reasonable attorneys' fees) to the extent caused by the negligence or breach of this Agreement by Program Participants or the College.

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

15. **Miscellaneous.** This Agreement may not be assigned by either party but will be binding on the successors of Hospital and College. This Agreement shall be governed by and construed in accordance with the law of the state of New Jersey without regard to conflicts of laws provisions. 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.

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**IJKG Opco LLC d/b/a CarePoint Health  
Bayonne Medical Center**

Name: Alfredo Rabines, Ph.D  
Title: Chief Hospital Executive

Date: -----

**HUDSON COUNTY COMMUNITY COLLEGE**

Name: Christopher M. Reber, Ph.D  
Title: President

Address: 70 Sip Avenue, Jersey City, NJ 07306

Date: -----

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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 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 that neither College nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express

## AFFILIATION AGREEMENT

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

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

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

## AFFILIATION AGREEMENT

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

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

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

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

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

e. **Audit.** College shall, within five business days of a written request from Hospital, make available during normal business hours at College or Hospital all records, 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 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.

## AFFILIATION AGREEMENT

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 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 third-party claims (including reasonable attorneys' fees) to the extent caused by the negligence or breach of this Agreement by Program Participants or the College.

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

15. **Miscellaneous.** This Agreement may not be assigned by either party but will be binding on the successors of Hospital and College. This Agreement shall be governed by and construed in accordance with the law of the state of New Jersey without regard to conflicts of laws provisions. 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**

**HUDSON HOSPITAL OPCO LLC D/B/A  
CAREPOINT HEALTH-CHRIST HOSPITAL**

Name: Marie T. Duffy, DNP, RN, FNP-BC, NEA-BC, FACHE  
Title: Executive Vice President

Date: -----

**HUDSON COUNTY COMMUNITY COLLEGE**

Name: Christopher M. Reber, Ph.D  
Title: President

Address: 70 Sip Avenue, Jersey City, NJ 07306

Date: -----

## AFFILIATION AGREEMENT

This Affiliation Agreement (“**Agreement**”) is made on/about this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between **Hudson County Community College, located at 70 Sip Avenue, Jersey City, New Jersey 07306 (“College”)** and **HUMCO Opco LLC d/b/a CarePoint Health-Hoboken University Medical Center, located at 308 Willow Avenue, Hoboken, New Jersey 07030 (“Hospital”)**

### RECITALS:

- A. College offers a Radiography 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 ~~by~~ agree as follows:

- I. **Responsibilities of College.**
  - a. **Clinical Program.** To the extent permitted 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 radiography student and has completed the educational prerequisites to qualify them for participation in the rotation.

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

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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 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 rubella 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. Unless due to the fault of Hospital, in no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

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

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

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

reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. College's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

## **AFFILIATION AGREEMENT**

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

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

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

### **2. Responsibilities of Hospital.**

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

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

## **AFFILIATION AGREEMENT**

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

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

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

4. **Withdrawal of Program Participants.**

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

b. Hospital may request College to withdraw or dismiss a Program Participant from the clinical site 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 shall immediately cease. Subject to the provisions of Sub section 4.a. above, it is understood that only College can dismiss the Program Participant from the Program. Hospital shall be responsible for its decision to require the removal of a Program Participant from the clinical site.

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 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.

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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 that neither College nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express

## AFFILIATION AGREEMENT

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

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

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.

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## AFFILIATION AGREEMENT

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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 with the request.

## AFFILIATION AGREEMENT

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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 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.

## AFFILIATION AGREEMENT

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 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 third-party claims (including reasonable attorneys' fees) to the extent caused by the negligence or breach of this Agreement by Program Participants or the College.

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

15. **Miscellaneous.** This Agreement may not be assigned by either party but will be binding on the successors of Hospital and College. This Agreement shall be governed by and construed in accordance with the law of the state of New Jersey without regard to conflicts of laws provisions. 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**

**HUMC OPCO, LLC D/B/A CAREPOINT HEALTH  
HOBOKEN UNIVERSITY MEDICAL CENTER**

Name: Anthony Gagliardi, MD, CHE, FACP, FCCP  
Title: Chief Hospital Executive

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

**HUDSON COUNTY COMMUNITY COLLEGE**

Name: Christopher M. Reber, Ph.D  
Title: President

Address: 70 Sip Avenue, Jersey City, NJ 07306

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

## AFFILIATION AGREEMENT

This Affiliation Agreement (“**Agreement**”) is made on/about this \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between **Hudson County Community College, located at 70 Sip Avenue, Jersey City, New Jersey 07306 (“College”)** and **Richmond University Medical Center located at 355 Bard Avenue, Staten Island, New York 10310 (“Hospital”)**

### RECITALS:

- A. College offers a Radiography Program.
- B. Hospital operates a comprehensive inpatient acute care facility licensed in the State of New York ("**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 ~~by~~ agree as follows:

#### **I. Responsibilities of College.**

- a. **Clinical Program.** To the extent permitted 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 radiography student and has completed the educational prerequisites to qualify them for participation in the rotation.

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

## AFFILIATION AGREEMENT

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 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 rubella 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. Unless due to the fault of Hospital, in no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

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

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

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

reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. College's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

## **AFFILIATION AGREEMENT**

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

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

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

### **2. Responsibilities of Hospital.**

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

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

## AFFILIATION AGREEMENT

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

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

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

### 4. **Withdrawal of Program Participants.**

- a. Hospital may immediately remove from the premises or deny access to any Program Participant who poses an immediate threat or danger to personnel or patients or to the quality of medical services or for unprofessional or disruptive behavior. Hospital shall be responsible for its decision to remove from the premises or deny access to any Program Participant.
- b. Hospital may request College to withdraw or dismiss a Program Participant from the clinical site 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 shall immediately cease. Subject to the provisions of Sub section 4.a. above, it is understood that only College can dismiss the Program Participant from the Program. Hospital shall be responsible for its decision to require the removal of a Program Participant from the clinical site.

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 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 that neither College nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or

permit to be copied, without Hospital's express

## AFFILIATION AGREEMENT

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

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

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

## AFFILIATION AGREEMENT

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

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

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

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

## AFFILIATION AGREEMENT

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

e. **Audit.** College shall, within five business days of a written request from Hospital, make available during normal business hours at College or Hospital all records, 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 termination of this Agreement. Upon Hospital's request, College shall provide a certificate of insurance evidencing such coverage.

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## AFFILIATION AGREEMENT

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 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 third-party claims (including reasonable attorneys' fees) to the extent caused by the negligence or breach of this Agreement by Program Participants or the College.

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

15. **Miscellaneous.** This Agreement may not be assigned by either party but will be binding on the successors of Hospital and College. This Agreement shall be governed by and construed in accordance with the law of the state of New Jersey without regard to conflicts of laws provisions. 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**

**Richmond University Medical Center**

Name: Daniel J. Messina, Ph.D., FACHE, LNHA  
Title: President & Chief Executive Officer

Date: -----

**Richmond University Medical Center**

Name: Kathryn Giovinazzo, MBA  
Title: Assistant Vice President, Clinical Services

Date: -----

**HUDSON COUNTY COMMUNITY COLLEGE**

Name: Christopher M. Reber, Ph.D  
Title: President

Address: 70 Sip Avenue, Jersey City, NJ 07306

Date: -----

**AFFILIATION AGREEMENT  
BETWEEN  
HUDSON COUNTY COMMUNITY COLLEGE  
AND  
NEW ERA HEMONC LLC**

Agreement, effective JULY 1, 2025 by and between Hudson County Community College ("College"), located at 70 Sip Avenue Jersey City, New Jersey 07306, and

**The New Era Hemonc LLC, Dr. Renu Lamba, Principle  
473 Broadway, Bayonne, New Jersey 07002**

1. **TERMS**

This contract shall be for a period of two years commencing July 1, 2025 and continuing until April 30, 2027 for the **Medical Assisting Program**.

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

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

New Era Hemonc (also referred to herein as "Agency") may immediately terminate a student(s) participation in the program established under this agreement, if the Agency 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. Agency shall be responsible for its decision to terminate a students participation in the program established under this agreement.

2. **COLLEGE RESPONSIBILITIES**

The College as the sponsoring entity 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 extemship experience will receive no compensation.
- d. To advise students that they are required to conform to the rules, regulations, and policies of New Era Hemonc. These rules, regulations and policies will be available and reviewed with the students/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
  - 6. COVID 19 vaccination
- f. To provide medical documentation of any special physical needs of students and to provide for any special allergic needs of the students.
- g. To complete criminal background checks on students, if requested by Agency, and provide the Agency with such evidence upon request.
- h. To assure that students have their own malpractice insurance and provide the Agency with such evidence upon request.

3. **AGENCY CENTER RESPONSIBILITIES**

- a. To participate in joint evaluation of the effectiveness of the extemship 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 without impairing quality client care.
- c. To provide an orientation of its facilities, policies, and procedures for the College's Faculty and students.

4. **MUTUAL OBLIGATIONS**

- a. The Agency shall at all times retain sole responsibility for all patient/client care, and the extent of participation of the student in assisting with or observing client care. (However, the foregoing statement is not meant to address the issue of ultimate legal liability in the event of a claim.)
- b. Responsibility for planning the extemship 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 New Era Hemonc.
- c. 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.

- d. Students are not employees of either party during the hours in which they participate in this program.
- e. The student of the College will start his/her externship 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.

7. **INDEMNIFICATION**

The College agrees to protect, indemnify, and hold harmless New Era Hemonc, and its respective 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 Agency by a third-party as a result of any negligent acts of omission or commission by the College or its officers, directors, employees, students 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 negligent or wrongful acts or omissions of the Agency, its officers, directors, employees, contractors or by those for whom the Agency is responsible.

New Era Hemonc agrees to protect, indemnify, and hold harmless the College and its officers, trustees, employees, Faculty members and students 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 by a third-party as a 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 negligent or wrongful acts or omissions of the College, its officers, directors, employees, students or Faculty.

8. **EMERGENCY MEDICAL CARE**

New Era Hemonc agrees that College personnel assigned 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.

9. **REGULATORY REQUIREMENTS**

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

10. CHOICE OF LAW

This Agreement shall be subject to, and interpreted in accordance with, the laws of the State of New Jersey, without regards to New Jersey's conflicts of laws principles or rules.

Signed:

\_\_\_\_\_  
**Dr. [ ] eber, President**  
Hudson County Community College

\_\_\_\_\_  
Date

Signed:

\_\_\_\_\_  
Dr. Renu Lamba  
New Era Hemonc, Principle

\_\_\_\_\_  
Date

**New and On-Going Partnerships with Hudson County High Schools for the  
Delivery of Credit Course Instruction for Academic Year 2025-2026  
Under the Early College Program.**

Hudson County Community College (HCCC) proposes agreements with school districts, charter, and private schools in Hudson County for the delivery of instruction in selected credit courses and degree programs for high school students on the HCCC or high school campuses. Individual high school students who live in, or attend school in, Hudson County are eligible to enroll in up to a total of 36 credits prior to high school graduation at a reduced tuition rate and receive college credit upon successful completion of courses. Agreements with Bayonne High School, Kearny High School, North Bergen High School, Rising Star Academy, and schools within the Hudson County Schools of Technology and Jersey City Public School District will continue to allow students to exceed 36 credits to obtain an Associate Degree. Students have access to HCCC's academic advising program, tutoring services, library resources and computer laboratories. In order to participate in the Early College Program, students must successfully complete one of the mechanisms for college placement for required prerequisite courses and must have the approval of their parents/guardians and guidance counselors.

The tuition for the Early College Program will be determined on an annual basis by agreement with the individual school districts, charter, or private schools, and based on the type of selected course(s), instructor(s), and location. For the 2025-2026 academic year (Fall/Spring/Summer I/Summer II) the majority of course offerings will be at a discounted rate of 50% of in-county tuition, and will be applied for classes taught by HCCC faculty.

Differentiated tuition per credit of 25% of in-county tuition will be applied for courses taught on the high school campus by the high school faculty during the day. The College will waive all general HCCC fees with the exception of course-specific fees. HCCC will not bill students directly for tuition, unless the school district identifies the students as self-paying students. Any required transportation or textbooks will be provided by the high school or student.

**A. Bayonne Board of Education (Bayonne High School)**

Bayonne Board of Education has partnered with Hudson County Community College (HCCC) to provide an Associate Degree in Liberal Arts to students selected by Bayonne High School. The agreement began in Academic Year 2020-2021. The instruction will be performed by either HCCC faculty on the Hudson County Community College campus or HCCC-approved High School faculty on the high school campus through at least the 2028-2029 academic year. The high school had its first cohort receiving an Associate Degree in Liberal Arts General Studies in May, 2024 and will start its sixth degree-seeking cohort this academic year.

**B. Bergen County Technical Schools**

Hudson County Community College and the Bergen County Technical Schools (BCTS) continues an articulation agreement that will permit graduates of the BCTS Culinary Program who matriculate at HCCC will have the opportunity to transfer up to 9 credits towards their Associate Degree.

### **C. Cranford Board of Education (Cranford High School)**

HCCC continues a partnership with the Cranford Board of Education to offer dual credit opportunities in Culinary Arts and Biology for students at Cranford High School in the 2025-2026 academic year. Students will continue to have the opportunity to take CAI-117 (Production Kitchen Skills I), CAI-118 (Pantry and Breakfast Cookery), and BIO-201 (Practical Nutrition) as part of their high school curriculum.

### **D. Harrison Board of Education (Harrison High School)**

Since 2014, the inaugural year of Early College's partnership with Harrison High School, over 150 students have been served and supported. Harrison High School will continue their partnership for the sixth year and will be selecting seniors who are college ready to take Psychology, Sociology, Speech, Political Science, and Precalculus, at the Journal Square Campus of Hudson County Community College taught by HCCC faculty. Our partnership includes a two-year culinary program in which students will earn 10 credits towards in Culinary and Hospitality. The program starts in the junior year and ends their senior year. The courses, in sequential order, are HMT-110 (Introduction to the Hospitality Industry), CAI-115 (Food Sanitation & Culinary Principles), CAI-119 (Bakeshop I), CAI-118 (Pantry and Breakfast Cookery), and CAI-117 (Production Kitchen Skills I). Students in the graduating class of 2018 were part of the first senior class at Harrison to complete the program and receive a certificate of completion on May 11, 2018.

### **E. Hoboken Charter School**

Hoboken Charter School continues to sponsor select students to take courses at Hudson County Community College. This is the seventh year students will enroll in courses.

### **F. Hudson County Schools of Technology (High Tech and County Prep High Schools)**

The partnership with the Hudson County Schools of Technology is the only partnership that allows all students the opportunity to earn a full associate degree upon high school graduation. The program started with select cohorts at High Tech, but has now been expanded to all students attending both high schools. There are currently 150 students following the pathway to possibly earning an Associate Degree in Science and Mathematics.

Students will also be able to continue earning additional dual enrollment pathways in Computer Science, Culinary Arts, Personal Fitness Training, and Wood Technology.

In 2025-2026, students from County Prep will also once again be able to take select courses from the Associate of Applied Science in Early Childhood Education. The students will have the opportunity to earn 11 CDP credits, which will permit them to sit for the Childcare Development Associate (CDA) license upon high school graduation.

Students will continue to have the opportunity to take Intro to Psychology after school in both the fall and spring semesters. These courses are taught by County Prep teachers who are also college adjunct instructors.

### **G. Jersey City Board of Education (Jersey City Public High Schools)**

For the past 10 years, HCCC and Jersey City Board of Education (JCBOE) have collaborated to offer college level courses to high school students from the Jersey City Public Schools. In the 2021-2022 academic year, JCBOE celebrated their second group of students earning an Associate Degree upon graduation. During the 2025-2026 academic year, Dickinson, Ferris, Lincoln, and Innovation High Schools have students pursuing degrees through a variety of dual enrollment pathways. The pathways involve a combination of dual enrollment courses as well as courses taught by HCCC instructors.

Also continuing into the 2025-2026 academic year, up to 32 students from Lincoln High School will enroll in 10 total credits in Culinary Arts. The classes will be taught by HCCC faculty for 12 Fridays in both the fall and spring semesters. Students will earn seven college credits upon successful completion of the program.

### **H. Kearny Board of Education (Kearny High School)**

Beginning in the 2021-2022 academic year, the College began a new partnership with KHS that allows up to 25 students to earn an Associate of Arts in Liberal Arts General upon high school graduation through a combination of dual enrollment classes at the high school and courses taken after school taught by HCCC faculty. This agreement enters its fifth year with a new 9<sup>th</sup> grade cohort participating and 2025 saw the first graduating cohort from the high school.

### **I. Marion P Thomas Charter School**

HCCC will enter the fifth year of its partnership with the Marion P. Thomas Charter School, located in Newark, to provide dual enrollment instruction in Culinary Arts at the high school's campus. The agreement includes two classes, CAI-117 (Production Kitchen Skills I) and CAI-119 (Bakeshop I) being offered as dual instruction in the Spring 2025 semester. Discussions are ongoing regarding expanding the partnership to include students attending Culinary classes on the HCCC Journal Square Campus.

### **J. North Bergen Board of Education (North Bergen High School)**

HCCC and North Bergen High School (NBHS) will continue to collaborate for 2025-2026 academic year. Students will enroll in various dual enrollment courses in the areas of Social Science, Mathematics, Accounting, and Computer Science. All classes that are offered at the high school are taught by HCCC-approved high school instructors. Courses will be offered for a full academic year, following the high school calendar.

### **K. Orange Public School District (Orange High School)**

HCCC and Orange High School are entering year 4 of a dual enrollment partnership in Culinary Arts. The partnership allows up to 50 students to take CAI-115 (Food Sanitation and Culinary Principles) through a dual enrollment agreement, with an approved high school instructor teaching the course on the high school campus.

#### **L. Rising Star Academy (RSA)**

Rising Star Academy, a private school located in Union City, established a partnership with HCCC in 2011 to provide a diverse selection of courses for the high school students. Beginning with the 2025-2026 academic year, approximately 20 students will have the opportunity to earn an associate degree through a combination of dual enrollment classes and those taught at the North Hudson Campus. In the 2025-2026 academic year, the partnership will include sections of CSC-100 (Intro to Computers and Computing), CSC-111 (Computer Science I), BIO-107 (Human Biology), CHP-111 (College Chemistry), MAT-110 (Precalculus), and ENG-112 (Speech).

#### **M. Union City Board of Education (Union City High School)**

HCCC and the Union City Board of Education have collaborated for 10 years to offer college-level courses for their high school students. In the 2025-2026 academic year, courses will be offered to students from Union City High School (UCHS) at the high school. The partnership includes allowing 11 high school students to take courses in the Culinary Arts Program. The courses are CAI-115 (Food Sanitation and Culinary Principles), CAI-118 (Pantry and Breakfast Cookery), and CAI-119 (Bakeshop I). Classes are taught by HCCC faculty on the HCCC campus for 12 Fridays in both the Fall and Spring Semesters. Students earn seven (7) college credits upon successful completion of the program. In the 2025-2026 academic year, students funded through a Perkins Grant will enroll in 11 credits, which will qualify them to sit for the examination to earn the Childcare Development Associate (CDA) license upon high school graduation.

#### **N. West New York Board of Education (Memorial High School)**

Continuing our partnership for the ninth year, students at Memorial High School are able to enroll in MAT-111 (Calculus), and ENG-101 (College Composition I), all of which are to be offered at the high school and taught by HCCC approved high school instructors. Placement is determined according to College placement requirements.

#### **O. West Orange Board of Education**

A partnership began with the West Orange Board of Education in the 2020-2021 academic year to offer seven credits in Culinary Arts through a dual enrollment agreement in CAI-115 (Food Sanitation and Culinary Principles), CAI-117 (Production Kitchen Skills I), and CAI-118 (Pantry and Breakfast Cookery). High school instructors approved by the Dean of Business, Culinary Arts and Hospitality Management teach the classes. The program will continue for its fourth year in the 2025-2026 academic year.

#### **INVENTORY OF SCHOOL DISTRICTS:**

Separate agreements have been executed with the following school districts:

1. Bergen County Technical Schools

2. Bayonne Board of Education – Bayonne High School
3. Cranford Board of Education – Cranford High School
4. Harrison Board of Education – Harrison High School
5. Hoboken Charter School
6. Hudson County Schools of Technology Board of Education
  - a. County Prep High School
  - b. High Tech High School
7. Jersey City Board of Education
  - a. William L. Dickinson High School
  - b. Henry Snyder High School
  - c. James J. Ferris High School
  - d. Liberty High School
  - e. Innovation High School
  - f. McNair Academy
  - g. Lincoln High School
8. Kearny Board of Education – Kearny High School
9. Marion P Thomas Charter School
10. North Bergen Board of Education – North Bergen High School
11. Orange Public School District – Orange High School
12. Rising Star Academy
13. Union City Board of Education
  - a. Jose Marti STEM Academy
  - b. Union City High School
14. West New York Board of Education – Memorial High School
15. West Orange Board of Education – West Orange High School