

CLINICAL AFFILIATION AGREEMENT

This Clinical Affiliation Agreement by and between Rutgers, The State University of New Jersey, an instrumentality of the State of New Jersey, a public entity, on behalf of its Rutgers Biomedical and Health Sciences (“RBHS”)-School of Health Professions (“University”) for the clinical education of students in the Department of **Psychiatric Rehabilitation and Counseling Professions**, and **Hudson County Community College** (“Facility”).

The University offers instruction in selected allied health disciplines. As part of each Program, University seeks relevant, supervised experiences in clinical practice settings. The purpose of this Clinical Affiliation Agreement is to identify the mutual responsibilities and expectations of the University and the clinical Facility.

1. General Information.

- A. The Facility will accept students in the University’s School of Health Professions, Department of Psychiatric Rehabilitation and Counseling Professions, the Rehabilitation Counseling and Psychiatric Rehabilitation Programs, for clinical instruction in Rehabilitation Counseling, Clinical Mental Health Counseling and Psychiatric Rehabilitation in programs to be agreed upon by the parties. This Clinical Affiliation Agreement shall commence on the Effective Date (as defined below).
- B. The period of time and location for each student’s clinical education or independent study project shall be agreed upon in writing by the University and Facility at least one month before the beginning of the clinical education Program.
- C. The number of students eligible to participate in the clinical education Program or independent study projects shall be mutually determined by agreement of the parties and may be altered by mutual agreement.
- D. There shall be no discrimination against any employee engaged in the work required to produce the services and programs covered by this Clinical Affiliation Agreement, or against any applicant for such employment because of race, creed, color, national origin, nationality, ancestry, age, sex (including pregnancy and sexual harassment), marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information liability for military service, or mental or physical disability, including AIDS and HIV related illnesses or their belonging to any category now or later protected by law. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Facility shall insert a similar provision in all subcontracts.

- E. The parties to this Clinical Affiliation Agreement do hereby agree that the provision of *N.J.S.A. 10:2-1* through *10:2-4*, dealing with discrimination in employment on public agreements, and the rules and regulations promulgated pursuant thereto, as the same may be amended or modified, are hereby made a part of this Clinical Affiliation Agreement and are binding upon them.
- F. The University will not be obligated to compensate the Facility for any of the activities, services, or facilities provided for in this Clinical Affiliation Agreement.
- G. The University and the Facility do not consider the student an employee of the Facility, but a student in the clinical education or independent study phase of his/her professional education. Students shall not be entitled to any fringe benefits, workers' compensation, New Jersey State disability or other rights normally afforded to employees.
- H. Under this Clinical Affiliation Agreement, both the University and the Facility shall continue to be autonomous and shall be governed independently by their respective governing bodies and administrations except insofar as this Clinical Affiliation Agreement specifically states to the contrary.

2. Responsibility of the University.

- A. The University shall provide the basic academic preparation of the students through classroom instruction and laboratory practice, and will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum. The University shall also provide each student with instruction in infection control and safety procedures applicable to their clinical practice and patient contact.
- B. The University will designate a Clinical Coordinator to plan and evaluate with designated Facility personnel the clinical education Program as outlined in Section 1 above.
- C. Subject to Article 1, the University will provide to appropriate personnel at the Facility a list of University students to receive clinical training at the Facility and will update such list as necessary.
- D. The University will promptly comply with any reasonable request by the Facility for withdrawal of students for sufficient and good cause. In the event that the parties cannot agree as to whether a student should be withdrawn, the determination by the Facility shall control.
- E. The University shall provide the staff of the Facility's clinical department with opportunities to participate in the development of specific educational objectives

for each student experience as well as in the joint planning and evaluation of these experiences.

F. **Liability Insurance:**

1. The University shall provide for professional and general liability coverage insuring the School and its faculty, students and employees performing activities under this Agreement. Professional Liability coverage is provided through a Program of Self-Insurance providing limits of coverage of not less than \$1,000,000/\$3,000,000 on an occurrence type basis and general liability coverage with limits of \$2,000,000/\$5,000,000 on an occurrence basis is provided through an insured program. The University, its faculty, students and employees are subject to liability pursuant to the terms and provisions of the State of New Jersey Tort Claims Act, NJSA 59:1-1, et seq. through 59:12-3. School assumes any all obligations for its employees that are required pursuant to the Workers Compensation Laws of the State of New Jersey through self-funding.

2. Nothing stated in this Clinical Affiliation Agreement shall be construed to imply indemnification of any party by the University.

3. Responsibility of the Facility.

A. The Facility shall provide clinical instruction and supervision of the agreed upon students by personnel qualified in **Mental Health Counseling, Rehabilitation Counseling and Psychiatric Rehabilitation**, as applicable, who meet the standards of recognized professional accrediting agencies or state agencies and the stated objectives of the University. The Facility shall designate in writing to the University the name and professional academic credentials of staff members participating in the clinical education program.

B. Designated Facility personnel and the University's Clinical Coordinator for the **Mental Health Counseling, Rehabilitation Counseling and Psychiatric Rehabilitation Program(s)** shall jointly plan and evaluate the clinical experience.

C. The Facility shall assist in arranging for emergency health care to the faculty, if any, and students in any instance of injury or illness that requires immediate attention at the expense of the faculty or the student. The Facility shall also orient the student to the infection control and safety procedures at the Facility that are applicable to their clinical rotation.

D. The Facility will permit faculty, if any, and students to utilize the parking/library facilities in accordance with the Facility's policies and procedures. The Facility will permit faculty, if any, and students to utilize the Facility's cafeteria at their own expense.

E. **Liability Insurance:**

1. The Facility shall either obtain and maintain at its own expense during the term of this Clinical Affiliation Agreement, and any renewal thereof, a liability policy including professional and general liability, insuring the Facility and its employees, staff, and agents against any and all claims for bodily injury or death and property damage resulting from the performance of services by the Facility, its employees, staff, and agents under this Clinical Affiliation Agreement or provide a program of self-insurance as described below. Such policy shall protect the Facility, its employees, staff, and agents against claims arising against the Facility, its employees, staff, and agents with limits of not less than \$1,000,000 with respect to injury or death to any one person and not less than \$3,000,000 in the aggregate. Should such policy or policies be made on a claims made basis, the Facility shall assume liability for all future claims presented with regard to the performance of services by the Facility, its employees, staff, and agents in accordance with this Clinical Affiliation Agreement. Should the Facility provide this coverage through a program of self-insurance, the University reserves the right to review with Facility the nature of its self-insurance program, and to evaluate the adequacy of funding such program and to either approve or disapprove such program, as it pertains to this Clinical Affiliation Agreement.

2. The Facility shall furnish the University with evidence that it has complied with the requirements for liability coverage. A certificate of such insurance shall be furnished to the University prior to the effective date of this Clinical Affiliation Agreement. Any failure to furnish such material or to keep such insurance coverage in full force and effect during the term of this Clinical Affiliation Agreement shall constitute cause for termination of this Agreement.

F. Every patient receiving health services shall be treated with the understanding of the patient and where necessary, of the patient's parents or guardian, that he/she will be involved in the teaching program for students of the University under the guidance of the teaching staff of the School of Health Professions, and supervised by the supervisory personnel of the Facility. The Facility shall assume the responsibility of obtaining any necessary consent, and/or issuing any necessary notices, to a patient or a patient's parents or guardian.

4. Responsibilities of the Students.

A. Students of the University shall, at all times, follow the rules and regulations established by the Facility, and shall also follow the specific instruction of supervisory personnel of the Facility.

B. Each student shall provide evidence that his/her own health care is covered in the event of sickness or accident by appropriate insurance policy. The University shall advise and direct its students that students are required to comply with the RBHS policies on "Student Accident and Health Insurance." See the Policy at:

<http://academicaffairs.rutgers.edu/rutgers-biomedical-and-health-sciences-policies>

- C. The University shall advise and direct its students that students are required to comply with the RBHS policies on “Student Immunizations and Health Requirements.” See the Policy at: <http://academicaffairs.rutgers.edu/rutgers-biomedical-and-health-sciences-policies>
5. Criminal Background Checks for Students.
- A. If the Facility requires evidence of criminal background checks for students engaged in training at the Facility, the Facility agrees that it will either permit University students to participate in training pursuant to this Clinical Affiliation Agreement based on the University’s statement that a criminal background check with outcome deemed acceptable by the University was completed either at the time of admission or prior to the student’s enrollment in clinical coursework, or conduct its own criminal background check on each student at the Facility’s sole expense.
- B. The School shall advise and direct its students that students are required to comply with the University’s policies on “Criminal Background Checks for Accepted Applicants for Admission to RBHS Schools and Educational Programs and for Currently Enrolled Students.” See the Policy at: <http://academicaffairs.rutgers.edu/rutgers-biomedical-and-health-sciences-policies>
6. Term of Clinical Affiliation Agreement.
- A. The term of this Clinical Affiliation Agreement shall run from **September 15, 2022** (the “Effective Date”) until **September 15, 2023**. This Clinical Affiliation Agreement shall thereafter be automatically renewed for periods of one (1) year unless either party hereto shall notify the other party in writing not less than ninety (90) days prior to the termination of this Clinical Affiliation Agreement that either party wishes not to renew this Clinical Affiliation Agreement. Such written notice shall be sent by facsimile or overnight mail through a courier with a reliable system for tracking delivery to the addresses set forth below:

To the University:

Steven Andreassen
Chief of Staff
Rutgers, The State University of New Jersey
65 Bergen Street, Suite 1441
Newark, New Jersey 07103

With a copy to:

Gwendolyn Mahon, Ph.D.,
Dean

Rutgers-SHP
65 Bergen Street, Room 124
Newark, New Jersey 07107-3001

To the Facility:

Yeurys Pujols
VP for Diversity, Equity and Inclusion
Hudson County Community College
Accessibility Services
71 Sip Street
Jersey City, New Jersey 07306

- B. It is understood and agreed that the parties to this Clinical Affiliation Agreement may revise or modify this Clinical Affiliation Agreement by written amendment when both parties agree to such amendment.
- C. Upon early termination of this Clinical Affiliation Agreement, a student currently receiving clinical training shall be provided with a reasonable amount of time to complete his or her clinical education.

7. Insertion of Law.

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

8. Choice of Law and Venue.

This Clinical Affiliation Agreement shall be deemed to have been executed in the State of New Jersey, and shall be governed by and construed, and the rights and obligations of the parties hereto shall be determined, in accordance with the laws of the State of New Jersey, without resort to the conflicts of laws principles of the State of New Jersey. The parties agree that any and all claims arising under this Clinical Affiliation Agreement, or related thereto, shall be heard and determined either in the courts of the United States with venue in New Jersey or in the courts of the State of New Jersey.

9. Warranties.

- A. The undersigned warrants and represents that this Clinical Affiliation Agreement has not been solicited or secured, directly or indirectly, in a manner contrary to the laws of the State of New Jersey and that said laws have not been violated and shall not be violated as they relate to the procurement or performance of this Clinical Affiliation Agreement by any conduct, including the paying or giving of any fee, commission, compensation, gift, gratuity, or consideration of any kind, directly and indirectly, to any State employee, officer or official.
- B. The Facility warrants and represents that it is qualified by training and experience to perform the required services and programs in the manner and on the terms and conditions set forth herein.

10. Compliance Statement.

- A. In the performance of their obligations under this Agreement, the parties will comply with all applicable laws and regulations. Without limiting the generality of the foregoing, the parties will observe and comply with the provisions relating to the federal Anti-kickback statute, set forth at 42 U.S.C. & 1320a-7b (b) (“Anti-Kickback Statute”), and the federal prohibition against physician self-referrals, set forth at 42 U.S.C. & 1395nn (“Stark Law”).
- B. Nothing contained in this Agreement will be construed to require any University Staff (as that term is defined herein) to refer patients to the Facility, nor will University track any referrals made by any University Staff, nor will any compensation paid by University to any University Staff performing services under this Agreement be related to the volume or value of referrals by such University Staff to the Facility and such compensation will be consistent with fair market value as determined in arms'-length transactions.
- C. In no event will any payments, grants, or other funding from the Facility to the University be based unlawfully, directly or indirectly, on the volume or value of referrals or other business generated between the parties.
- D. Notwithstanding anything to the contrary herein, all payments associated with this Agreement are intended to comply with the requirements of applicable New Jersey State Laws, such as the Codey Law, N.J. S. A & 45:9-22.4 et seq. (as it may be amended from time to time) and the regulations promulgated thereunder.
- E. Each party represents and warrants that it will not violate the Anti-Kickback Statute or the Stark law, with respect to the performance of its obligations under this Agreement.
- F. To the extent that the compliance office of a party to this Agreement receives a report or otherwise has knowledge of an allegation that an employee of the other party has or probably has violated the Anti-Kickback Statute, the Stark Law or

Federal False Claims Act with respect to the performance of its obligations under this Agreement, and the party believes such information to be reasonably credible, such party will report the probable violation to the compliance office of the other party.

11. Counterparts.

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

12. Patient Confidentiality.

The parties shall keep all patient information confidential in accordance with all applicable federal and state laws and regulations including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as amended from time to time.

IN WITNESS WHEREOF, the parties hereto have caused this Clinical Affiliation Agreement to be executed by their duly authorized representatives as of the dates written below.

FACILITY

**RUTGERS, THE STATE
UNIVERSITY OF NEW JERSEY, ON
BEHALF OF ITS SCHOOL OF
HEALTH PROFESSIONS**

Name: _____
(Please print or type)

Approved By:

Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved By:

Recommended By:

Name: _____
(Please print or type)

Name:

Signature: _____

Signature: _____

Title:

Title: _____

Date: _____

Date: _____

AFFILIATION AGREEMENT

This Affiliation Agreement (“**Agreement**”) is made on/about this _____ day of _____, 2022 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 29th Street, Bayonne, New Jersey 07002 (“**Hospital**”).

RECITALS:

- A. College offers in 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 hereby agree as follows:

- 1. **Responsibilities of College.**
 - a. **Clinical Program.** To the extent permitted by law and without waiving any 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 rubeola immunity by positive antibody titers or 2 doses of MMR, flu shot, and evidence of completion of the series of three hepatitis B vaccinations (if required by applicable law or Hospital policy). College and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. College shall provide to Hospital proof of Health Insurance coverage for each program participant. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

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

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

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

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training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (iii) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (iv) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. College's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

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

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

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

2. **Responsibilities of Hospital.**

a. Hospital shall cooperate in the orientation of all Program Participants to

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

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

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

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.

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

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. College 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

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

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

c. Privacy of Health Information.

College acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the privacy and security provisions of Public Law 111-005, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("ARRA"), also known as Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "Regulations"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only

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disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the student's training program for hospital's training program purposes. A student shall not disclose Protected Health Information to College or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and College that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) – (c) to College or its faculty, employees, agents or representatives for College's use in evaluating the student.

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

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

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

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

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

AFFILIATION AGREEMENT

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 (i) on an occurrence basis or (ii) on a claims-made basis. If the coverage is on a claims-made basis, College hereby agrees that prior to the effective date of termination of insurance coverage, College shall purchase, at its sole expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the current coverage or prior to termination of this Agreement. Upon Hospital's request, College shall provide a certificate of insurance evidencing such coverage.

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

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

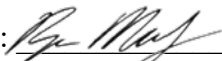
AFFILIATION AGREEMENT

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

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

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

**IJKG OPCO, LLC D/B/A CAREPOINT HEALTH –
BAYONNE MEDICAL CENTER**

By: 
Name: Ryan Meeuf
Title: Chief Hospital Executive
Date: 8/11/2022

HUDSON COUNTY COMMUNITY COLLEGE

By: _____
Name: Christopher M. Reber, Ph.D.
Title: President
Date:

AFFILIATION AGREEMENT

EXHIBIT A

STATEMENT OF RESPONSIBILITY

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

Dated this day of , 20 .

Program Participant

Witness

EXHIBIT B
CONFIDENTIALITY STATEMENT

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

Dated this day of , 20 .

Program Participant

Witness

EXHIBIT C
HEALTH AND BACKGROUND SCREENING ATTESTATION
Hudson County Community College
("College")

Health of Program Participants. College has submitted to Hospital evidence that the Program Participant(s) listed below have completed the following health screenings or documented health status as follows prior to the commencement of this Agreement:

1. Tuberculin skin test within the past 6 months or documentation as a previous positive reactor or a chest x-ray taken within the past 6 months; and
2. Proof of a negative drug screening within the past 12 months; and
2. Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
3. Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
4. Proof of Hepatitis B immunization or completion of a certification of declination of vaccine, if patient contact is anticipated.
5. Other: _____

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

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

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

Attending Students:

1. _____
2. _____

Staff:

1. _____
2. _____

College: Hudson County Community College

Name: _____

Title: _____

AFFILIATION AGREEMENT

This Affiliation Agreement ("**Agreement**") is made on/about this _____ day of _____, 2022 by and between **Hudson County Community College** located at 70 Sip Avenue, Jersey City, New Jersey 07306 ("**College**") and **Hudson Hospital Opco, LLC d/b/a CarePoint Health - Christ Hospital** located at _____ ("**Hospital**").

RECITALS:

- A. College offers in 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 hereby agree as follows:

1. **Responsibilities of College.**

- a. **Clinical Program.** To the extent permitted by law and without waiving any 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 rubeola immunity by positive antibody titers or 2 doses of MMR, flu shot, and evidence of completion of the series of three hepatitis B vaccinations (if required by applicable law or Hospital policy). College and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. College shall provide to Hospital proof of Health Insurance coverage for each program participant. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

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

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

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

AFFILIATION AGREEMENT

training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (iii) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (iv) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. College's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

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

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

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

2. **Responsibilities of Hospital.**

a. Hospital shall cooperate in the orientation of all Program Participants to

AFFILIATION AGREEMENT

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

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

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

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.

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

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. College 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

AFFILIATION AGREEMENT

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

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

c. Privacy of Health Information.

College acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the privacy and security provisions of Public Law 111-005, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("ARRA"), also known as Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "Regulations"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only

AFFILIATION AGREEMENT

disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the student's training program for hospital's training program purposes. A student shall not disclose Protected Health Information to College or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R. § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and College that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to College or its faculty, employees, agents or representatives for College's use in evaluating the student.

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

AFFILIATION AGREEMENT

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

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

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

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

AFFILIATION AGREEMENT

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 (i) on an occurrence basis or (ii) on a claims-made basis. If the coverage is on a claims-made basis, College hereby agrees that prior to the effective date of termination of insurance coverage, College shall purchase, at its sole expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the current coverage or prior to termination of this Agreement. Upon Hospital's request, College shall provide a certificate of insurance evidencing such coverage.

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

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

AFFILIATION AGREEMENT

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

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

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

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

By: _____

Name: Marie T. Duffy, DNP, RN, FNP-BC, NEA-BC, FACHE

Title: Chief Hospital Executive

Date:

HUDSON COUNTY COMMUNITY COLLEGE

By: _____

Name: Christopher M. Reber, Ph.D.

Title: President

Date:

AFFILIATION AGREEMENT

EXHIBIT A

STATEMENT OF RESPONSIBILITY

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

Dated this day of , 20 .

Program Participant

Witness

EXHIBIT B
CONFIDENTIALITY STATEMENT

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

Dated this day of , 20 .

Program Participant

Witness

EXHIBIT C
HEALTH AND BACKGROUND SCREENING ATTESTATION
Hudson County Community College
("College")

Health of Program Participants. College has submitted to Hospital evidence that the Program Participant(s) listed below have completed the following health screenings or documented health status as follows prior to the commencement of this Agreement:

1. Tuberculin skin test within the past 6 months or documentation as a previous positive reactor or a chest x-ray taken within the past 6 months; and
2. Proof of a negative drug screening within the past 12 months; and
2. Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
3. Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
4. Proof of Hepatitis B immunization or completion of a certification of declination of vaccine, if patient contact is anticipated.
5. Other: _____

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

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

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

Attending Students:

1. _____
2. _____

Staff:

1. _____
2. _____

College: Hudson County Community College

Name: _____

Title: _____

AFFILIATION AGREEMENT

This Affiliation Agreement ("**Agreement**") is made on/about this day of , 2022 by and between **Hudson County Community College** located at 70 Sip Avenue, Jersey City, New Jersey 07306 ("**College**") and **HUMC 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 in 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 hereby agree as follows:

1. **Responsibilities of College.**

a. **Clinical Program.** To the extent permitted by law and without waiving any 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 rubeola immunity by positive antibody titers or 2 doses of MMR, flu shot, and evidence of completion of the series of three hepatitis B vaccinations (if required by applicable law or Hospital policy). College and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. College shall provide to Hospital proof of Health Insurance coverage for each program participant. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

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

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

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

AFFILIATION AGREEMENT

training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (iii) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (iv) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. College's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

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

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

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

2. **Responsibilities of Hospital.**

a. Hospital shall cooperate in the orientation of all Program Participants to

AFFILIATION AGREEMENT

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

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

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

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.

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

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. College 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

AFFILIATION AGREEMENT

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

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

c. Privacy of Health Information.

College acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the privacy and security provisions of Public Law 111-005, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("ARRA"), also known as Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "**Regulations**"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "**Protected Health Information**") to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only

AFFILIATION AGREEMENT

disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the student's training program for hospital's training program purposes. A student shall not disclose Protected Health Information to College or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R § 164.514(e) and the disclosure is pursuant to a limited data set use agreement between Hospital and College that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to College or its faculty, employees, agents or representatives for College's use in evaluating the student.

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

AFFILIATION AGREEMENT

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

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

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

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

AFFILIATION AGREEMENT

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 (i) on an occurrence basis or (ii) on a claims-made basis. If the coverage is on a claims-made basis, College hereby agrees that prior to the effective date of termination of insurance coverage, College shall purchase, at its sole expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the current coverage or prior to termination of this Agreement. Upon Hospital's request, College shall provide a certificate of insurance evidencing such coverage.

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

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

AFFILIATION AGREEMENT

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

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

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

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

By:  _____

Name: Robert Beauvais

Title: Chief Hospital Executive

Date: 7/20/22

HUDSON COUNTY COMMUNITY COLLEGE

By: _____

Name: Christopher M. Reber, Ph.D.

Title: President

Date:

AFFILIATION AGREEMENT

EXHIBIT A

STATEMENT OF RESPONSIBILITY

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

Dated this day of , 20 .

Program Participant

Witness

EXHIBIT B
CONFIDENTIALITY STATEMENT

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

Dated this day of , 20 .

Program Participant

Witness

EXHIBIT C
HEALTH AND BACKGROUND SCREENING ATTESTATION
Hudson County Community College
("College")

Health of Program Participants. College has submitted to Hospital evidence that the Program Participant(s) listed below have completed the following health screenings or documented health status as follows prior to the commencement of this Agreement:

1. Tuberculin skin test within the past 6 months or documentation as a previous positive reactor or a chest x-ray taken within the past 6 months; and
2. Proof of a negative drug screening within the past 12 months; and
2. Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
3. Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
4. Proof of Hepatitis B immunization or completion of a certification of declination of vaccine, if patient contact is anticipated.
5. Other: _____

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

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

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

Attending Students:

1. _____
2. _____

Staff:

1. _____
2. _____

College: Hudson County Community College

Name: _____

Title: _____

AFFILIATION AGREEMENT

This Affiliation Agreement (“**Agreement**”) is made on/about this _____ day of _____, 202_ 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 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.

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. 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.

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

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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. Unauthorized disclosure of the terms of this Agreement shall provide Hospital with the option to be a material breach of this Agreement and shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to College.

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

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

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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 therewith.

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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 claims, demands, damages, expenses or liabilities (including reasonable attorneys' fees) arising from or in connection with the activities of Program Participants or the College under this Agreement.

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

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Richmond University Medical Center

Name: Daniel J. Messina, Ph.D., FACHE, LNHA

Title: President & Chief Executive Officer

Date: 7/28/22

Richmond University Medical Center

Name: Rosemarie Stazzone, RN, MSN, NEA-BC

Title: Chief Operating Officer & Chief Nursing Officer

Date: 7/26/2022

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 1st day of September, 2022 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 29th Street Avenue E, Bayonne, NJ 07002 (“Hospital”)**.

RECITALS:

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

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

1. **Responsibilities of College.**

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

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

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

AFFILIATION AGREEMENT

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

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

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

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

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

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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 therewith.

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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 to termination of this Agreement. Upon Hospital's request, College shall provide a certificate of insurance evidencing such coverage.

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

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 claims, demands, damages, expenses or liabilities (including reasonable attorneys' fees) arising from or in connection with the activities of Program Participants or the College under this Agreement.

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

AFFILIATION AGREEMENT

**IJKG OPCO LLC D/B/A CAREPOINT HEALTH
– BAYONNE MEDICAL CENTER**

By: _____

Name: _____

Title: _____

Date: _____

HUDSON COUNTY COMMUNITY COLLEGE

By: _____

Name: _____

Title: _____

Date: _____

AFFILIATION AGREEMENT

EXHIBIT A

STATEMENT OF RESPONSIBILITY

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

Dated this day of , 20 .

Program Participant

Witness

AFFILIATION AGREEMENT

EXHIBIT B

CONFIDENTIALITY STATEMENT

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

Dated this day of , 20 .

Program Participant

Witness

EXHIBIT C

HEALTH AND BACKGROUND SCREENING ATTESTATION

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

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

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

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

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

Attending Students:

1. _____
2. _____

Staff:

1. _____
2. _____

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

College: **Hudson County Community College**

Name: _____

Title: _____

AFFILIATION AGREEMENT

This Affiliation Agreement (“**Agreement**”) is made on/about this 1st day of September, 2022 by and between **Hudson County Community College, located at 70 Sip Avenue, Jersey City, New Jersey, 07306** (“**College**”) and **Hudson Hospital Opco LLC d/b/a CarePoint Health-Christ Hospital located at 176 Palisade Avenue, Jersey City, NJ 07306** (“**Hospital**”).

RECITALS:

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

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

1. **Responsibilities of College.**

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

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

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

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

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

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

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

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

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

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

2. **Responsibilities of Hospital.**

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

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

AFFILIATION AGREEMENT

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

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

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

4. **Withdrawal of Program Participants.**

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

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

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. College 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 hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public.

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

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

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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 to termination of this Agreement. Upon Hospital's request, College shall provide a certificate of insurance evidencing such coverage.

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

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 claims, demands, damages, expenses or liabilities (including reasonable attorneys' fees) arising from or in connection with the activities of Program Participants or the College under this Agreement.

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

AFFILIATION AGREEMENT

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

By: _____

Name: _____

Title: _____

Date: _____

HUDSON COUNTY COMMUNITY COLLEGE

By: _____

Name: _____

Title: _____

Date: _____

AFFILIATION AGREEMENT

EXHIBIT A

STATEMENT OF RESPONSIBILITY

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

Dated this day of , 20 .

Program Participant

Witness

AFFILIATION AGREEMENT

EXHIBIT B

CONFIDENTIALITY STATEMENT

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

Dated this day of , 20 .

Program Participant

Witness

EXHIBIT C

HEALTH AND BACKGROUND SCREENING ATTESTATION

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

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

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

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

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

Attending Students:

1. _____
2. _____

Staff:

1. _____
2. _____

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

College: **Hudson County Community College**

Name: _____

Title: _____

AFFILIATION AGREEMENT

This Affiliation Agreement (“**Agreement**”) is made on/about this 1st day of September 2022 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, NJ 07030** (“**Hospital**”).

RECITALS:

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

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

1. **Responsibilities of College.**

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

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

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

AFFILIATION AGREEMENT

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

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

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

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

AFFILIATION AGREEMENT

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

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

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

2. **Responsibilities of Hospital.**

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

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

AFFILIATION AGREEMENT

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

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

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

4. **Withdrawal of Program Participants.**

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

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

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. College 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 hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public.

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

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

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 to termination of this Agreement. Upon Hospital's request, College shall provide a certificate of insurance evidencing such coverage.

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

AFFILIATION AGREEMENT

termination as provided herein.

10. **Termination.** Either party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination who have complied with the requirements of this Agreement shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed one (1) month.

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

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

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

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

15. **Miscellaneous.** This Agreement may not be assigned by either party but will be binding on the successors of Hospital and College. This Agreement shall be governed by and construed in accordance with the law of the state of New Jersey. The Agreement does not create

AFFILIATION AGREEMENT

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.

**HUMCO OPCO LLC D/B/A CAREPOINT HEALTH-
HOBOKEN UNIVERSITY MEDICAL CENTER**

By: _____

Name: _____

Title: _____

Date: _____

HUDSON COUNTY COMMUNITY COLLEGE

By: _____

Name: _____

Title: _____

Date: _____

AFFILIATION AGREEMENT

EXHIBIT A

STATEMENT OF RESPONSIBILITY

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

Dated this day of , 20 .

Program Participant

Witness

AFFILIATION AGREEMENT

EXHIBIT B

CONFIDENTIALITY STATEMENT

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

Dated this day of , 20 .

Program Participant

Witness

EXHIBIT C

HEALTH AND BACKGROUND SCREENING ATTESTATION

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

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

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

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

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

Attending Students:

1. _____
2. _____

Staff:

1. _____
2. _____

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

College: **Hudson County Community College**

Name: _____

Title: _____

AFFILIATION AGREEMENT

THIS AGREEMENT ("Agreement") is made by and between Hudson County Community College (the "Institution"), and North Hudson Community Action Corporation a New Jersey nonprofit corporation (the "Facility"), with an address at 800 31ST Street, Union City, NJ 07087.

RECITALS

WHEREAS, the Institution, as part of its formal, educational course of studies for nursing and health studies professionals, may require Clinical Experiences (as defined below) of Students (as defined below) and desires to assign certain of its Students to the Facility to obtain such Clinical Experience; and

WHEREAS, the Facility, in service to the community and to promote high standards of preparation and training for nurses is willing to provide the necessary facilities for a Clinical Experience;

NOW, THEREFORE, in consideration of the foregoing premises and mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

- 1.1. "Administrator" shall mean the administrator or other appointed director of the Facility, or his/her designee.
- 1.2. "Clinical Experience" shall mean a structured learning experience at the Facility in which a Student participates in observational and other educational activities appropriate to the Student's level of preparation, providing care to patients under the guidance of a Preceptor as appropriate.
- 1.3. "Director" shall mean the Director of the Program.
- 1.4. "Effective Date" shall mean the date last signed below.
- 1.5. "Faculty" shall mean each individual employed by or appointed by the Institution to instruct and supervise Students as part of the nursing Program (as defined below), but shall not include Preceptors. Faculty will be off-site but available to consult with the Preceptor and Facility staff.
- 1.6. "Preceptor" shall mean an individual staffed at the Facility to facilitate Student learning and to provide guidance to Students at the Facility as part of the Clinical Experience. The qualifications of Preceptor are subject to

approval by School with regard to licensing, certification or training requirements for the Program.

- 1.7. "Program" shall individually and collectively mean the program(s) that is/are identified in Attachment I (attached hereto and incorporated herein by reference) and in which Students who may participate in Clinical Experiences are enrolled at the Institution.
- 1.8. "Student" shall mean a student officially enrolled in the Program at the Institution who participates in a Clinical Experience at the Facility.

2. Obligations of the Institution. The Institution shall:

- 2.1. Review the Program's philosophy and objectives for the Clinical Experience with the Administrator prior to the start of the Clinical Experience.
- 2.2. At least six (6) weeks prior to the start of any anticipated Clinical Experiences, submit a written request to the Administrator indicating the number of Students expected to be assigned to each Clinical Experience, the length of time and dates of each Clinical Experience, and the proposed days and hours of each Clinical Experience. The specific placement of Students, including schedules and the exact number of Students, shall be mutually agreed upon by the parties. The Institution shall provide the Administrator with the name of each Student participating in a Clinical Experience at least thirty (30) days prior to the start of the Clinical Experience and shall promptly notify the Administrator of any changes.
- 2.3. Require Students who participate in the Clinical Experiences pursuant to this Agreement to observe the rules, regulations, policies, and procedures of the Facility and adhere to all laws and regulations pertaining to confidentiality and patient rights.
- 2.4. Present for Clinical Experiences only those Students who have had adequate preclinical instruction and who, in the judgment of the Program Director, have successfully fulfilled the pre-clinical requirements of the Program curriculum.
- 2.5. Provide the Facility with evaluation forms for the evaluation of Students who participate in the Clinical Experience.
- 2.6. Retain responsibility for the education of Students in the Program and for the design, delivery, quality, and curriculum of the Program.
- 2.7. Maintain all educational records and reports relating to the Clinical Experience of the Students, subject to Section 3.7(iv).
- 2.8. Require that school name pin identification, or such other identification as

may reasonably be required by the Administrator, be appropriately displayed by Students.

- 2.9. Provide documentation prior to the beginning of each Clinical Experience certifying to its knowledge that each Student meets the health requirements established by the Facility. Each Student shall have health insurance coverage and shall provide to the Administrator prior to commencement of the Clinical Experience documentation evidencing such coverage.
- 2.10. Provide documentation of PPD or CXR within one year and evidence of inoculation for Hepatitis B or a declination signed by Student for each such Student as appropriate. The Institution shall provide educational program(s) for Students as appropriate regarding Occupational Health and Safety Act ("OSHA") compliance standards prior to the start of any Clinical Experiences.
- 2.11. Engage an independent background investigation organization to perform a federal and all-state criminal background check on each Student, at the Institution's expense. The investigation shall include the following reports: criminal history, verification of Social Security number, and Positive Identification National Locator/GIG check. The Institution shall ensure that any Student, who (i) has been convicted of a felony or of crime(s) involving theft, drug offenses or physical harm to another, or (ii) is an excluded individual under the OIG's exclusion program, is prohibited from participating in a Clinical Experience at the Facility.
- 2.12. Ensure that each Student who performs activities at the Facility pursuant to this Agreement is covered by professional liability insurance for occurrences during the term of this Agreement with the following limits: (a) per occurrence limits of not less than One Million Dollars (\$1,000,000.00); and (b) annual aggregate limits of not less than Three Million Dollars (\$3,000,000.00). If insurance is procured on a claims made basis, the Institution shall also ensure that each Student has "tail" coverage surviving termination of this Agreement and extending to all periods during which services were rendered at the Facility pursuant to this Agreement. Certificates evidencing such coverage are available upon request from _____.
- 2.13. Provide to the Administrator the name and telephone number of the Faculty who shall:

- (i) Plan, in conjunction with the Facility staff, Clinical Experiences which will fulfill the Program's educational requirements and meet the objectives mutually agreed upon by the parties;
- (ii) Meet with the Facility staff to evaluate the Clinical Experiences and discuss any problems which have arisen; and
- (iii) Notify the Facility of any changes in the Program's curriculum.

3. Obligations of Facility: The Facility shall:

- 3.1. Provide clinical facilities (including a positive, respectful, and adequately resourced learning environment) suitable for fulfillment of the mutually agreed upon course objectives for the Clinical Experience.
- 3.2. Determine, in consultation with the Program Director, the number of Students that the Institution may assign to the Facility and the schedule for each Clinical Experience.
- 3.3. Select patients for Student assignments required by the Clinical Experience. The Facility may, at its discretion and at any time, make changes in the selection of patients for Student assignments. The Facility shall at all times retain full authority and responsibility for patient care and quality standards and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While at the Facility, Students will have the status of trainees, are not to replace the Facility's staff, and are not to render unsupervised patient care or services. The Facility and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to each Student's level of training. Notwithstanding anything to the contrary contained herein, no Student will be required to participate in any procedure which is contrary to the Student's religion or conscience.
- 3.4. Permit Students to use the medical library for research and study, provided that library books and materials shall not be removed from the library.
- 3.5. Orient the Students to the Facility and provide information regarding the Facility's rules, regulations, policies, and procedures. As part of the orientation, the Facility will inform Students that they will be expected to adhere to all Facility policies related to patient care issues, including the confidentiality of patient records and information. The Facility also will inform Students that they are expected to adhere to the Facility's dress code and code of conduct.
- 3.6. Provide, at the Student's expense, for emergency medical treatment for Students who become injured while participating in a Clinical Experience to

the same extent it provides emergency care to its own employees, including, when possible, examination and evaluation by Facility's emergency department or other appropriate facility as soon as possible after the injury or incident. In the event the Facility does not have the resources to provide such emergency care, Facility will refer Students to the nearest emergency facility.

- 3.7. Provide to the Program Director the name and telephone number of the Preceptor who shall:
 - (i) Plan, in conjunction with the Program Director, Clinical Experiences which will fulfill the advanced practice nursing Program's educational requirements and meet the objectives mutually agreed upon by the parties;
 - (ii) Meet with the Faculty to discuss any problems;
 - (iii) Provide guidance to the Students during the Clinical Experiences; and
 - (iv) Participate in periodic evaluation conferences in which the Clinical Experiences are evaluated and provide an evaluation for each Student who participates in a Clinical Experience on forms furnished by the Institution. To the extent the Facility generates or maintains educational records related to a Student, the Facility agrees to comply with the Family Educational Rights and Privacy Act ("FERPA") to the same extent as such laws and regulations apply to the Institution and shall limit access only to those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, the Institution hereby designates the Facility as a school official with a legitimate educational interest in the educational records of Students to the extent that access to the Institution's records is required by Facility to carry out this Agreement.

- 3.8. Maintain adequate general liability insurance or program of self-insurance and provide and maintain professional liability insurance for its employees in minimum amounts of One Million Dollars (\$1 million) per occurrence and Three Million Dollars (\$3 million) aggregate. If insurance is procured on a claims made basis, the Facility shall also ensure that it has "tail" coverage surviving termination of this Agreement and extending to all periods during which services were rendered at the Facility pursuant to this Agreement.

If insurance is procured on a claims made basis, the Facility shall also ensure that it has "tail" coverage surviving termination of this Agreement and extending to all periods during which services were rendered at the Facility pursuant to this Agreement.

3.9. Retain responsibility for all care provided to patients in the Facility.

4. Indemnification.

4.1 Each party (the "Indemnifying Party") shall indemnify, defend, reimburse, and hold harmless the other party, including its officers, directors, and employees, from and against any and all claims, damages, judgments, and actions including, but not limited to, the costs, expenses and reasonable legal fees incurred in defending such claims, damages, judgments, and actions (collectively, "Claims"), arising by reason of the negligent or willful acts or omissions of the Indemnifying Party, its officers, directors, or employees under this Agreement.

4.2 Facility shall indemnify, defend, reimburse and hold harmless the Institution and its officers, directors, and employees from and against any and all Claims arising from claims of medical malpractice.

5. Non-discrimination. Neither party shall discriminate against any employee or Student on the basis of age, creed, gender identity, national origin, race, sex, sexual orientation, or any other basis protected by applicable law, or in violation of either Parties' policies regarding nondiscrimination, harassment and sexual misconduct (collectively, "Nondiscrimination Policies"). The parties agree to cooperate with each other with respect to investigations relating to alleged violations of either party's Non discrimination Policies in connection with this Agreement.

6. Right to Refuse or Terminate Students.

6.1 The Facility reserves the right to refuse acceptance of any Student designated by the Institution for participation in a Clinical Experience and to terminate participation by any Student in a Clinical Experience when, in the sole opinion of the Facility:

- (i) the Student is deemed to be a risk to the Facility's patients, employees, or to himself or herself,
- (ii) the Student fails to meet or abide by the rules, regulations, policies, and procedures of the Facility,

- (iii) the Student's conduct is detrimental to the business or reputation of the Facility,
- (iv) the Student fails to accept or comply with the direction of the Facility staff, or
- (v) further participation by the Student would be inappropriate.

6.2. The Institution reserves the right to terminate a Student's participation in a Clinical Experience when, in its sole discretion, further participation by the Student would be inappropriate.

6.3. Each party agrees to notify the other party within one (1) business day of the termination of a Student's participation in a Clinical Experience pursuant to Section 6.1 or 6.2.

7. Independent Contractors/No Agency. Nothing in this Agreement creates or implies an employer/employee relationship, an agency relationship, a joint venture relationship, or a partnership between the Institution and the Facility, which are independent contractors. Neither party shall withhold on behalf of the employees of the other, any sums for income tax, unemployment insurance, social security, or any other withholding or benefit pursuant to any law or requirement of any governmental body.

8. Assignment. This Agreement shall not be assigned or subcontracted, whether individually or by operation of law, by either party hereto.

9. Term. The term of this Agreement shall be four (4) years from the Effective Date. Thereafter, this Agreement shall renew automatically for successive one-year terms unless terminated by a party hereto pursuant to Section 10,

10. Termination.

10.1 This Agreement may be terminated at any time upon written mutual consent of the parties.

10.2 This Agreement may be terminated by either party without cause by giving prior written notice of not less than ninety (90) days.

10.3 This Agreement shall terminate based on a material breach of this Agreement by either party, provided that the breaching party fails to cure the breach within thirty (30) days of the date of a written notice of the breach. If such breach is not cured within thirty (30) days of the notice, the Agreement shall terminate upon the expiration of the thirty (30)-day notice period.

10.4 Any Students participating in a Clinical Experience at the Facility at the time of termination shall be permitted to complete the Clinical Experience, and the applicable terms of this Agreement shall continue to govern their participation.

11. Notice. All notices under this Agreement shall be in writing and delivered by hand, delivered by a national overnight courier service (such as Federal Express) with confirmation of receipt, transmitted by electronic facsimile with confirmation of receipt, or deposited, postage prepaid, in first-class U.S. mail, registered and return receipt requested, addressed as follows or to such other address as a party may designate in writing in accordance with this Section:

If to the Facility:
North Hudson Community Action Corporation
5301 Broadway
West New York, New Jersey 07093

If to the Institution:
Hudson County Community
College

12. Entire Agreement. This Agreement supersedes all earlier agreements between the parties with respect to the subject matter it addresses and contains the final and entire Agreement between the parties. The parties shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained, unless contained in a written executed amendment of this Agreement signed by all parties.

13. Severability. Should any provision(s) of this Agreement be held invalid, unlawful or unenforceable, the validity of any other provision(s) of this Agreement or the Agreement as a whole shall not be affected.

14. Governing Law. This Agreement shall be construed under and enforced in

accordance with the laws of the State of New Jersey (without regard to choice of law provisions), and it shall be construed in a manner so as to conform with all applicable federal, state and local laws and regulations.

15. Compliance with Applicable Laws.

15.1 The parties agree to comply with all applicable laws, regulations, rulings, and standards and amendments thereto in their performance of their obligations under this Agreement.

15.2 The parties agree that the Health Insurance Portability and Accountability Act of 1996 ("HIPAA ") and regulations promulgated there under, including the Privacy Rule (Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R part 160 and part 164, subparts A and E), require certain protection of Protected Health Information (as defined by HIPAA and the Privacy Rule). The Institution acknowledges that its Faculty and Students may have access to the Facility's Protected Health Information during Clinical Experiences. The Institution shall train its participating Faculty and Students on the requirements of HIPAA and the Privacy Rule with evidence of such training prior to assigning Faculty and Students to the Facility. Such training shall meet the requirements of HIPAA and the Privacy Rule. Nothing in this Section 15.2 shall be construed as diminishing or eliminating the Facility's obligation to orient Students to its facility-specific policies and procedures in accordance with Section 3.5.

16. Employment Disclaimer. Students participating in the Clinical Experiences pursuant to this Agreement will not be considered employees or agents of the Facility or the Institution for any purpose. Students will not be entitled to receive any compensation from the Facility or the Institution or any benefits of employment from the Facility or the Institution, including, but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect.

17. Counterparts; Electronic Delivery. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Original copies of this Agreement, and any Attachments, sent by facsimile or electronic delivery (.pdf), shall be treated as originals.

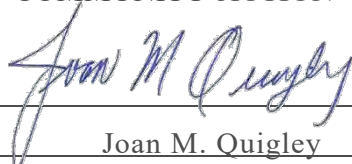
18. Headings. Headings used in this Agreement are solely for the convenience of the parties and shall be given no effect in the construction or interpretation of

this Agreement.

- 19. Waiver. No waiver of any breach of this Agreement shall constitute or be deemed a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative to every other remedy provided hereby or at law.
- 20. Third Party Beneficiaries. This Agreement is not intended to and shall not confer upon any person or business entity, other than the parties hereto, any rights or remedies with respect to the subject matter of this Agreement.
- 21. Survival. The provisions of Sections 4 and 11-21 shall survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, and in agreement hereto, the Facility and the Institution have caused this Agreement to be executed on their behalf by their authorized representatives.

NORTH HUDSON COMMUNITY ACTION CORPORATION

Signature: 
 Printed Name: Joan M. Quigley
 Title: President/CEO

(School)

Signature: _____
 Printed Name: _____
 Title: _____
 Employer Identification Number: _____ or
 National Provider Index Number: _____
 Date: _____

CLINICAL EDUCATION AFFILIATION AGREEMENT

THIS CLINICAL EDUCATION AFFILIATION AGREEMENT (“Agreement”) is made effective as of [9/1/2022] (“Effective Date”), by and between University Hospital (“Hospital”), a body corporate and politic, and an instrumentality of the State of New Jersey, with offices at 150 Bergen Street, Newark, New Jersey 07103, and [**Hudson Community College**], with its principal place of business at [**70 Sip Ave, Jersey City, NJ 07306**] (“School”) for the clinical education of students in the Department of Nursing at School. Hospital and School are each individually a “party” and collectively the “parties.”

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

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

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

1. Requirements of School

1.1 Clinical Education; Designation of Contact

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

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

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

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

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

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

1.3 Undergraduate and Graduate Degree Programs.

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

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

1.4 Immunizations

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

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

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

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

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

birthday;

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

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

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

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

1.5 Criminal Background Check.

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

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

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

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

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

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

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

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

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

1.8 Official Application.

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

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

1.9 Additional Clinical Experience Requirements.

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

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

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

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

1.9.5 School shall be responsible for advising its Students and/or On-site Clinical

Evaluator(s) of their responsibilities under this Agreement.

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

2. Rights and Obligations of Hospital

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

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

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

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

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

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

3. General Clinical Experience Requirements

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

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

3.3 The parties acknowledge that School is not an Affiliated Provider, Health Care Provider, Hybrid Entity, or Provider (as those terms are defined by the United States Department of Health and Human Service). Accordingly, School agrees that it shall not render any bill to any patient or third party for any service provided by its Student(s). To the extent any billable service is provided

hereunder, the School and its faculty, Students and other personnel, hereby irrevocably assign to Hospital any and all rights to bill patients and/or third party payors (governmental or otherwise) for such service(s) and nothing further shall be required by the parties to complete this assignment.

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

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

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

4. Insurance

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

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

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

5. Compliance Responsibilities of the Parties

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

6. Term; Termination

6.1 Term. The Term of this Agreement begins as of the Effective Date and ends May 31, 2025.

6.2 Termination. Notwithstanding any provision or language in this Agreement to the contrary, either party has the right to terminate this Agreement, prior to the expiration of the Term, without cause, by providing the other party sixty (60) days written notice. Both parties retain the right to terminate this Agreement immediately “for cause.” In the event of early termination of this Agreement, any student currently participating in the Clinical Experience shall be permitted to complete the Clinical Experience to the extent practicable, provided that School continues to fulfill all of its obligations hereunder including, without limitation, obligations regarding insurance, indemnification and day-to-day operation of the Clinical Experience.

7. Notices.

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

To Hospital:

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

To the School:

[Hudson Community College]

With a Copy to:

With a Copy to:

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

8. General Provisions

8.1 Non-Discrimination; Compliance with Laws. The parties agree that there shall be no discrimination against any Student on the basis of age, race, color, creed, religion, gender, sexual orientation, ancestry, national origin, marital status, pregnancy status, veteran status, disability or

membership in any other protected class in violation of any law applicable to the School and/or Hospital in connection with this Agreement.

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

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

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

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

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

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

the State of New Jersey.

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

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

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

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

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

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

University Hospital

[Hudson Community College]

By: _____
Robert C. Iannaccone, MBA, JD
Executive Vice President

By: _____

Date: _____

Date: _____

EXHIBIT A

AGREEMENT OF CONFIDENTIALITY

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

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

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

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

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

Faculty or Student Name

Faculty or Student Signature

Date

AFFILIATION AGREEMENT

This Agreement is made on **December 1st, 2022**, by and between Hudson County Community College (the “**college**”), located at 70 Sip Avenue, Jersey City, New Jersey 07306, and Hudson Regional Hospital (the “**Hospital**”), located at 55 Meadowlands Parkway, Secaucus, NJ 07094.

WITNESSETH:

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

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

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

I. Term

This Agreement shall commence on **December 1st, 2022** and terminate on **November 30th, 2024** unless terminated earlier in accordance with this Agreement. This Agreement may thereafter be renewed for additional two (2) year periods upon mutual written consent of the parties.

II. Responsibilities of the College

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

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

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

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

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

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

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

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

H. Faculty Members shall: 1) arrange a planning meeting with the Program Director or Designated Liaison at least two weeks prior to the first clinical day to discuss objectives and the implementation of these objectives. This discussion will include but not be limited to: a) method of patient assignments, b) role of Staff/involvement with Students, c)

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

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

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

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

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

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

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

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

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

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

III. Responsibilities of the Hospital

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

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

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

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

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

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

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

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

IV. Patient Care

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

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

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

V. Status

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

VI. Non-Discrimination

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

VII. Policies and Procedures

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

VIII. Student Withdrawal or Dismissal from Program

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

IX. Insurance

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

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

X. Termination

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

XI. Indemnification

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

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

XII. Compliance with the Law

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

XIII. Intention of the Parties

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

XIV. Modification

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

XV. Governing Law

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

XVI. Headings

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

XVII. No Waiver

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

XVIII. Notice

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

College:

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

Hospital:

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

Assignment

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

XIX. Corporate Compliance Addendum

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

[SIGNATURES FOLLOW]

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

ATTEST:

HUDSON COUNTY COMMUNITY COLLEGE

By: _____
Name: _____

By: _____
Name: _____
Title: _____

ATTEST:

HUDSON REGIONAL HOSPITAL

By: _____
Name: _____

By: _____
Name: _____
Title: _____

**AFFILIATION AGREEMENT
BETWEEN
HUDSON COUNTY COMMUNITY COLLEGE
AND
OPTIMA CARE FOUNTAINS**

This affiliation agreement (“Agreement”), effective September 15, 2022, is between Hudson County Community College (“College”), located at 70 Sip Avenue, Jersey City, New Jersey 07306, and Optima Care Fountains (“Optima Care”), located at 505 County Avenue Secaucus NJ 07094 (collectively, the “parties”), for the Practical Nursing (PN) and Registered Nursing (RN) Programs. The parties agree as follows:

1. **TERM**

This contract shall be for a period commencing September 15, 2022, and continuing through September 15, 2024.

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

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

Optima Care may immediately terminate a student(s) participation in the program established under this agreement, if Optima Care believes that the continued participation of the student(s) is unsafe, disruptive, detrimental to resident care, or otherwise not in conformity with Optima Care Health’s standards, policies, procedures, or health requirements.

2. **COLLEGE RESPONSIBILITIES**

The College as the sponsoring agency agrees:

- a. To assume full responsibility for the planning and the execution of the curriculum for its students including the administration, curriculum content, and Faculty appointments.
- b. To assure that all instructors possess a current, valid license to practice nursing in the State of New Jersey and meet the academic qualifications of their academic role.
- c. To provide a clinical assignment schedule of dates for the affiliation periods throughout the academic year.
- d. That students assigned for clinical experience will receive no compensation.
- e. To maintain a student to instructor ratio not to exceed 10 students to 1 instructor.

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

3. **OPTIMA CARE HEALTH RESPONSIBILITIES**

Optima Care agrees:

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

4. **MUTUAL OBLIGATIONS**

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

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 Optima Care shall at all times comply with standards mandated by state and federal law of regulatory agencies and accrediting agencies, including those pertaining to confidentiality and documentation regarding both patient records, student records and personally identifiable information.

7. **INDEMNIFICATION**

The College agrees to protect, indemnify, and hold harmless Optima Care, and its officers, trustees, employees, Faculty, students, house staff, and attending physicians from and against any and all claims, demands, causes of action, damages and judgments (including, but not limited to, such on behalf of a resident or that resident's agent or family) which may be imposed upon, incurred, or brought against Optima Care as a result

of any negligent acts of omission or commission by the College or its officers, directors, employees, students or Faculty committed in connection with this Agreement, except that such indemnity shall not apply to the extent that a claim, demand, cause of action, damage or judgment arises out of the negligent or wrongful acts or omissions of Optima Care, its officers, trustees, employees, Faculty, students, house staff and/or attending physicians.

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

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

9. **REGULATORY REQUIREMENTS**

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

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

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

Hudson County Community College

Name: _____

Title:

Signature: _____

Date: _____

Optima Care

Name:

Title:

Signature: _____

Date: _____

HUDSON COUNTY COMMUNITY COLLEGE
AND
MONTCLAIR RADIOLOGY AFFILIATION AGREEMENT

This agreement (the "Agreement") is made this _____, between Montclair Radiology and their facility located at 550 Summit Ave, Jersey City, NJ 07306, (the "Imaging Center") and Hudson County Community College, (the "School") for the provision of clinical experience for Students ("Students") enrolled at School.

1. TERM

This Agreement covers the period from _____, to _____, and may be renewed thereafter upon the execution of a new agreement or written amendment to this Agreement shall be automatically renewed annually for two-year terms thereafter unless terminated by either Party. Each Party will undertake an annual review of this Agreement.

2. SCHOOL RESPONSIBILITIES

1. The School will assume the responsibility for planning, directing and implementing the educational Program of the Students, including clinical assignments and the general supervision and instruction of the educational Program, (the "Program").
2. The School will respect the autonomy of the Imaging Center to set its own program as a service delivery system.
3. A Program Faculty member will be assigned and will communicate the objectives of the clinical experience and the responsibilities of the Students directly to the appropriate Imaging Center liaison and/or clinical personnel.
4. The School will work cooperatively with the Imaging Center Staff in selecting and assigning clinical experiences to Students.
5. School Faculty ("Faculty") and Students will observe the rules, regulations, policies and procedures in effect at the Imaging Center.
6. The School will provide the Imaging Center with the names, days and times for the Students' clinical rotation at least one week prior to the beginning of the clinical rotation.
7. The School will provide an in-service training session at a mutually agreed upon day and time for Imaging Center staff to outline the clinical competency aspects of the Program.
8. The School will work with the Imaging Center to assign staff sonographers/radiographers as clinical instructors and provide necessary continuing education for Imaging Center staff on mutually agreed upon days and times.
9. All Faculty and Students will be made aware that all patient information including patient medical records are to be kept strictly confidential.
10. School assures that all Faculty and Students participating in any clinical activities at Imaging Center will be covered by general liability insurance coverage in the amounts of one million dollars (\$1,000,000) per occurrence and three million (\$3,000,000) million dollars in the

aggregate, as well as malpractice insurance as required in Section E. below, and that proof of such insurance will be carried by each Student and Faculty member, with copies of the applicable Certificates of insurance provided to Imaging Center.

11. Prior to beginning the clinical experience, Faculty and Students will meet the following health requirements:
 - a. P.P.D. Intermediate Skin Test (within the last year) except for those Students who have received BCG.
 - b. Chest X-ray for those with a positive P.P.D. or at the option of the examining physician and documentation of evaluation by a physician on an annual basis. Or T-spot/or Quantiferon Gold Test. If negative it is ok. If positive, a chest x- ray is required.
 - c. Rubella: Must have documentation of having received live vaccine on or after their first birthday or laboratory evidence of immunity. Adults born before 1957, except women who can become pregnant, can be considered immune.

3. IMAGING CENTER RESPONSIBILITIES

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

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

4. MUTUAL RESPONSIBILITIES

1. A schedule of hours and days for clinical experience and number of Students will be mutually agreed upon in writing by the School and the Imaging Center at least one week before the beginning of each semester.
2. Either Party may withdraw any Students whose performance does not comply with School's standards, or fails to comply with the policies, standards, and procedures of Imaging Center. Prior to requesting withdrawal of a Student, an Imaging Center representative will meet with a Faculty member to see if performance issues can be addressed by corrective action other than withdrawal. However, Imaging Center shall maintain the right to withdraw Students.
3. The Parties will ensure that any services provided pursuant to this Agreement comply with all pertinent provisions of Federal, State and Local statutes, rules and regulations.
4. Imaging Center retains the right to have a Student or Faculty excluded from Imaging Center. Imaging Center maintains the right to immediately remove a Student from Imaging Center if a Student's behavior is unsafe, disruptive, detrimental to patient care, or violate of existing rules and regulations of Imaging Center in such matters as procedures, policies, conduct, manner of dress, patient contact, and in such other respects as Imaging Center may require to prevent interference with its proper operation. Imaging Center will use its best efforts to meet with a Faculty member to see if performance issues can be addressed by corrective action prior to removing a Student from Imaging Center.
5. The Imaging Center and School will not discriminate against any employee, applicant, or Student enrolled in their respective programs because of age, handicap, color, national origin, race, religion, sex, sexual orientation, veteran status, or marital status, any other characteristic protected by law. Both parties are equal opportunity employers.
6. Both parties shall inform one another of the following: changes in academic curriculum, changes in the availability of learning opportunities, and staff changes affecting either academic preparation or clinical teaching of Students. In the event that such changes will

affect the number of Students accepted in any one time period, the Imaging Center will make every effort to inform the School of such changes at least one week in advance of that time period.

5. INSURANCE

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

6. TERMINATION

1. Either Party may terminate this Agreement by providing at least one hundred and eighty (180) days prior written notice to the other Party. This paragraph shall not apply if this Agreement is cancelled by mutual consent of the Parties. This termination shall not take effect with respect to Students already enrolled in the Program until such Students shall have completed their clinical experience.
2. Either Party shall have the right to immediately terminate the Agreement if the other Party has breached terms, covenants or conditions of the Agreement in any substantial manner and fails to cure within thirty (30) days of notice. This Agreement may also be terminated immediately and without notice by either Party upon revocation of any required accreditation, license or registration, or the notice or threat thereof by the Department of Health or any other applicable federal, state, local agency or course of competent jurisdiction, which prohibits or adversely affects in whole or in part the performance of the Agreement by the parties hereto.
3. Either Party shall have the right to terminate this Agreement for "cause." In general, "cause" is any material and substantial violation of this Agreement by either of the Parties. If either

Party desires to terminate this Agreement for cause, such Party shall give written notice of default to the other Party of the specific grounds for termination. The Party receiving any such written notice shall have thirty (30) days to cure the default stated in said notice. If the Party receiving notice of termination fails to cure the default within thirty (30) days, the Party who gave the original notice shall, thereafter, have the right to terminate this Agreement by giving written notice of termination to the defaulting Party in which event this Agreement shall terminate as of the giving of such notice of termination.

4. Either Party also may terminate this Agreement by giving thirty (30) days prior written notice to the other Party in the event that the other Party becomes an "Ineligible Entity," and requires the immediate removal of any Student who has become an "Ineligible Person" where that term is defined as follows:

"An entity or person that:

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

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

7. MISCELLANEOUS

1. In accordance with Federal Law, the parties do not discriminate on the basis of sex, sexual orientation, race, color, creed, marital status, national and ethnic origin, age, or any other protected characteristic (subject to local, State and Federal requirements) in the administration of their program and policies and are equal opportunity employers.
2. Security and Privacy. The Parties acknowledge that Imaging Center is a covered entity as defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). To the extent that the Students and Faculty have access to protected health information by virtue of their participation in the clinical placement program at Imaging Center, the Parties agree that said Students and Faculty are deemed to be part of Imaging Center's workforce for HIPAA compliance purposes and subject to the Imaging Center's policies and procedures governing the use and disclosure of protected health information, as defined in HIPAA, by School and School's staff. Students will be required to sign a "Student/Intern/Agency/Temporary Staff" confidentiality agreement. The Parties agree that the

sponsorship of a clinical placement program as contemplated by this affiliation agreement does not constitute a business associate agreement under HIPAA.

3. Confidentiality.

- a. Both School and Imaging Center shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time, including medical record policies and guidelines established and approved by Imaging Center, which shall be made available to Students.
- b. The Parties recognize that from time to time, either of them and/or their respective employees and agents, and Students, may learn or come into contact with confidential patient or proprietary information of the other Party (hereinafter, "Confidential Information"). Each Party agrees and acknowledges that it, Faculty and Students shall, except to the extent that disclosure of the information is required by law, not disclose the Confidential Information and, further:
 - I. Take all reasonable steps to hold Confidential Information in confidence
 - II. Instruct its employees and agents, and Students to exercise the highest degree of care to preserve from disclosure the Confidential Information, and not to copy or otherwise duplicate same for any Purpose, without the other Party's prior written permission;
 - III. Give at least five business days prior written notice to the other Party before making any disclosure of the Confidential Information purportedly required by law.
- c. Excluded from "Confidential Information" shall be any information or data which (i) the other Party was lawfully in possession of prior to the negotiation and execution of this Agreement; (ii) is lawfully acquired by the other Party in a manner not resulting from, or from a source not derived from or related to, the negotiation, execution, or performance of this Agreement; or (iii) becomes part of the public domain in any manner other than the unlawful publication thereof by the other Party.
- d. Upon the termination of the Agreement for any reason (including, but not limited to, the expiration of the stated term hereof), each Party shall promptly return to the other Party or destroy, with confirmation to the other Party of satisfactory evidence of such destruction, all records, documents, and other materials containing information or data which shall be proprietary to the other Party, unless such destruction is impracticable.

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

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

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

As to Imaging Center:

Attention:

Email:

As to School:

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

6. It is the intent and understanding of the Parties to this Agreement that each and every provision required by Jaw be inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through a mistake or otherwise, any such provision is not inserted or is not inserted in correct form then this Agreement shall forthwith upon the application by either Party be amended by such insertion so as to comply strictly with the law, without prejudice to the rights of either Party; provided however, that if the insertion of such provision is contrary to the underlying intent of the Parties, then either Party may terminate immediately on written notice to the other.
7. Advertising. No Party shall use the other's name or logo in any descriptive or promotional literature, newspaper, news release or communication of any kind without the other's prior written approval.
8. No Fee. It is agreed and understood that Imaging Center and School as a public service enter into this Agreement. Accordingly, there will be not charge or fee by either party to the other.
9. In the event any term or provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the state legislature, or by any regulation duly promulgated by offices of the United States of the State of New Jersey acting in accordance with law, or declared null and void by any court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect.
10. Waiver. Failure by either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provisions nor of the right of that Party to enforce each and every provision.

11. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable.
12. Entire Agreement. Both Parties agree that this Agreement represents the entire understanding of the Parties with respect to the subject matter covered and supersedes and nullifies any previous agreements regarding the subject matter covered between the Parties.
13. Amendments. Any additional responsibilities, obligations, or duties undertaken by either party in connection with the performance of this Agreement shall be detailed in writing, must be signed by authorized representatives of both Parties, and attached as an addendum to this Agreement.
14. Captions. The captions to the sections in this Agreement are included for convenience only and are not intended to and shall not be deemed to modify or explain any of the terms of this Agreement.
15. Recitals. The recitals set forth at the beginning of this Agreement are incorporated into this Agreement as though repeated at length herein.
16. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey without regard to New Jersey's conflict of laws principles.
17. Assignment. The Parties recognize that this Agreement is based upon the skill and expertise of the Parties and therefore agree that the Agreement and obligations thereunder may not be assigned or delegated without the written consent of the other party, which shall not be unreasonably withheld, except as expressly allowed by this Agreement.
18. Authority. The persons signing below on behalf of the Parties warrant that they have the authority to execute this Agreement according to its terms on behalf of Imaging Center and School.
19. Successors. All of the agreements, obligations, terms, provisions and conditions herein shall apply to and bind to the benefit of the heirs, administrators, executors, legal representatives, trustees and successors of the Parties hereto.
20. Non-Exclusive. This Agreement is not exclusive. Each party shall have the right to enter into agreements with other facilities relating to matters covered by this Agreement.
21. Venue. To the extent any litigation should be brought or arise out of, in connection with, or by reason of this Agreement, the parties agree that such controversy shall be submitted to a court of competent jurisdiction in Hudson County, New Jersey, and each party consents to the jurisdiction and venue of such court. This section shall survive termination or expiration of this Agreement.

Signatures Agreed to as of the date set forth above.

HUDSON COUNTY COMMUNITY COLLEGE

By: _____

Montclair Radiology

By: _____



**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN:
 HUDSON COUNTY COMMUNITY COLLEGE AND CAREPOINT HEALTH SYSTEMS**

Between:

This MOU is between Hudson County Community College (“HCCC”) and CarePoint Health Systems for the Apprenticeship Programs through NJHealthWorks Scaling Apprenticeship Grant (“NJHW”) for Enhanced Certified Nurse Aide (CNA) Program, Patient Care Technician (PCT), Pharmacy Technician Program (PharmTech), Phlebotomy Technician Program (PhlebTech) and Certified Clinical Medical Assistant (CCMA) which will be collectively called the “Programs”.

Description of Services

HCCC, through the Continuing Education & Workforce Development department (“CEWD”) and the Center for Business & Industry (“CBI”), will provide the following Required Technical Instruction (“RTI”) for NJHW approved Programs if these Programs are conducive for both HCCC and CarePoint Health Systems.

PROGRAMS AVAILABLE

Outline of the Enhanced C.N.A. Program:

- Embark Orientation 8 hours
- CNA Certificate 90 hours
- BLS for Healthcare Providers 5 hours
- Fundamental Workplace Skills 30 hours
- Medical Terminology 25 hours
- Dementia Care Training for Certification 16 hours
- **Total hours of the Apprenticeship C.N.A. Program 174 hours**

Enhanced C.N.A. Program Cost

HCCC NJHealthWorks Apprenticeship Grant covers total cost	\$2,500.00 per student
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Outline of the Patient Care Technician (PCT) Program (in process of approval)

- Embark Orientation/Introduction 5 hours
- OSHA/HIPAA, Infection Control/BLS 20 hours
- EKG 75 hours
- Phlebotomy 80 hours
- Advanced PCT Skills 50 hours
- Fundamental Workplace Skills 20 hours
- **Total hours of the Certified Nurse Aid Advanced (PCT) Program 250 hours**

Patient Care Technician (PCT) Program Cost

HCCC NJHealthWorks Apprenticeship Grant covers total cost	\$4,000.00 per student
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Outline of the Pharmacy Technician Program:

- Embark Orientation 8 hours
- PharmaSeer Math 25 hours
- PersonAbility 22 hours
- PharmaSeer 124 hours
- BLS for Healthcare Provider 5 hours
- Fundamental Workplace Skills 21 hours
- Instructor Review 15 hours
- Total hours of the Pharmacy Technician Program 220 hours**

Pharmacy Technician Cost

HCCC NJHealthWorks Apprenticeship Grant covers total cost	\$3,800.00 per student
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Outline of the Phlebotomy Technician Program:

- Certificate Training /Phlebotomy Practicum 60 hours
- Medical Terminology 30 hours
- Anatomy and Physiology 30 hours
- Essential Communication for the Healthcare Professional 24 hours
- Total hours of the Apprenticeship Phlebotomy Program 144 hours**

Phlebotomy Technician Program Cost

HCCC NJHealthWorks Apprenticeship Grant covers total cost	\$2,000.00 per student
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Outline of the Certified Clinical Medical Assistant Program:

- Orientation 3 hours
- Module 1: Student Success, Professional and Career Development (PersonAbility) 12 hours
- Module 1: Computers for the Medical Office (Word and Excel) 16 hours
- Module 2: Medical Terminology 32 hours
- Module 3: Anatomy and Physiology 60 hours
- Module 4: Vital Signs 32 hours
- Module 5: Medical Assisting 1, Clinical (Pharmacology, Medication Administration, Injections) 56 hours
- Module 6: Medical Assisting 2, Administrative (Billing and Coding, Electronic Medical Record and Professional Office Procedures) 120 hours
- Module 7: Medical Assisting 3 (Electrocardiography) 72 hours
- Module 8: Medical Assisting 4 (Phlebotomy: Infection Control, Microbiology, Orientation to Lab, Collecting, Processing, and Testing Blood and Urine) 92 hours
- Module 9: BLS (by American Heart Association) 5 hours
- Module 10: Clinical Internship 111 hours

- Lab Hours/credential exam review
(once a week 4, but not every week) 42 hours
- NHA Certification Exams
(EKG, Phlebotomy and CCMA) 9 hours
- Total Program Hours 662 hours**

Certified Clinical Medical Assistant Program Cost

HCCC NJHealthWorks Apprenticeship Grant covers total cost	\$7,600.00 per student
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Roles and Responsibilities

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

CarePoint Health Systems agrees to:

- a. Identify a staff member for day-to-day communications between CarePoint Health Systems and HCCC Healthcare Apprenticeship Coordinator.
- b. Identify a 'mentor' to evaluate apprentices for competency of skills over the period of a minimum of 6 months, full-time schedule of On-the-Job-Learning (OJL).
- c. Refer incumbent or newly-hired employees.
- d. CarePoint Health Systems will hire only if CarePoint Health Systems has an open position available to hire at a given time.
- e. CarePoint Health Systems will change the title, and incorporate a salary increase (could be minimal raise of \$.05/hour) of those who have passed the Program certification and been selected by the CarePoint Health Systems to be promoted.
- f. Not discriminate against any student with respect to recruitment and participation in the Program.
- g. Not hold HCCC, its employees, administrators, staff, directors, trustees, agents and assigns harmless for any damages or expenses of any kind incurred by HCCC and/or actions brought against or claims made against HCCC, its employees, administrators, staff, directors, trustees, agents and assigns caused by the acts or omissions of CarePoint Health Systems or Program participants.

HCCC agrees to:

- a. Review the course schedule with appointed representative from CarePoint Health Systems.
- b. Confirm student eligibility based on NJHW guidelines.
- c. Provide a Coordinator for Program's administrative oversight.
- d. Provide rooms, books, uniforms, and appropriate instructional materials, the fees for which shall be included in the tuition for each applicable Program.
- e. Include the first and second sets of testing and certification fees as part of the tuition. Any testing beyond this will be the obligation of the student.
- f. Agrees to hold CarePoint Health Systems harmless for any third-party actions brought against CarePoint Health Systems resulting from participation, instruction, or other student interaction to the extent caused by the negligence of HCCC.

Funding for Training and Invoicing will be provided by Bergen County College through the NJHealthWorks Scaling Apprenticeship Grant.

Cancellation Policy

HCCC and Employer Partner retain the right to cancel this agreement upon the provision of 30 business days' written notice to the other party. All students actively enrolled at the time of the cancellation will be allowed to complete the course subject to the terms and conditions above. There shall be no refund of tuition or other costs paid to HCCC.

Choice of Law/Dispute Resolution

This MOU shall be governed by and interpreted in accordance with the laws of the State of New Jersey without regard to New Jersey's conflict of laws principles. All disputes arising out of or relating to this MOU or the services provided thereunder shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey, venued in Hudson County, New Jersey.

Provisions and Amendments

This Memorandum of Understanding contains all provisions agreed upon by the parties. Any amendments to this Memorandum of Understanding must be in writing and signed by either parties or their duly authorized representative. It is further understood that the term of this agreement between the parties will begin on 9/14/2022 and end on 9/14/2024. Any continuation is subject to a new agreement.


Hudson County Community College

Name: Dr. Christopher Reber
Title: President of Hudson County Community College

Signature: _____

Date: _____

CarePoint Health Systems

Name: Darren DeLuca
Title: Director Talent Acquisition
Signature: 
Date: 7/19/2022



MEMORANDUM OF UNDERSTANDING

September 1, 2022 – August 31, 2025

Between:

Hudson County Community College (HCCC) and the Jersey City Housing Authority (JCHA)

1. Description

The purpose of this Memorandum of Understanding is for HCCC and JCHA to work together to mutually support each organization's mission. HCCC and JCHA will work collaboratively to support housing authority tenants as well as Hudson County Community College students and residents. This may include workshops, sharing data, surveys, and grant-funded programs. HCCC will work with staff, students, faculty, other college departments, and partners to support initiatives. JCHA will work with staff, and other partners to support initiatives. Both HCCC and JCHA will share resources to expand capacity to support residents, students and the HCCC community.

2. Roles and Responsibilities

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

JCHA

- a. Promote HCCC programs and events for JCHA residents.
- b. Collaborate on programs, including workshops, training programs, sharing data, surveys, and grant-funded programs.
- c. Engage in planning sessions with HCCC and leverage JCHA resources for the benefit of students, faculty, and Hudson County residents.

HCCC

- a. Promote JCHA programs and events.
- b. Collaborate on programs, including workshops, training programs, sharing data, surveys, and grant-funded programs.
- c. Engage in planning sessions with JCHA and leverage HCCC resources for the benefit of JCHA residents, HCCC students and Hudson County residents.

3. Term

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

4. Each Party Responsible for their own Actions

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

5. Fees/Costs

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

6. Provisions and Amendments

This Memorandum of Understanding contains all provisions agreed upon by the parties. Any amendments to this Memorandum of Understanding must be in writing and signed by either parties or their duly authorized representative. It is further understood that the term of this agreement is for the period: September 1, 2022 - August 31, 2025. Any continuation beyond the end date of this Agreement is subject to a new agreement.

Vivian Brady-Phillips
Executive Director
Jersey City Housing Authority

Dr. Christopher M. Reber
Hudson County Community College

Date

Date

Attested by/date:



**AGREEMENT BETWEEN HUDSON
COUNTY COMMUNITY COLLEGE
AND
JERSEY CITY BOARD OF
EDUCATION FOR THE
DELIVERY OF DUAL CREDIT
INSTRUCTION IN SUPPLY
CHAIN MANAGEMENT
FOR ACADEMIC YEARS 2022-23**

This Agreement between the Hudson County Community College (HCCC) and the Jersey City Board of Education (JCBOE) is for the purposes of HCCC providing dual credit instruction in a selected course for up to twenty (20) high school students enrolled in the Jersey City Public Schools (JCPS) of JCBOE. JCPS students enrolled in HCCC classes will have the opportunity to earn HCCC credits for a selected college course in Supply Chain Management taught by their approved high school instructors during or after school as part of their regular teaching responsibilities.

Faculty Qualifications and Responsibilities

1. High school instructors teaching HCCC courses as part of the high school curriculum are required to meet the minimum educational requirements in the subject area(s) being taught or in a closely related discipline and must receive approval from the HCCC faculty coordinator or Associate Dean responsible for that subject area.
2. High school instructors teaching HCCC courses must follow the HCCC curricula, utilize required texts, maintain required minimum instructional hours (i.e., 750 minutes per credit), administer HCCC exams and submit both grades and attendance reports to HCCC by specified dates.
3. Class observation(s) will be conducted by the appropriate HCCC supervisor(s). HCCC reserves the right to remove approvals of JCPS instructors who do not meet HCCC standards of instruction.

Provision for Alternate Scheduling and Registration

Instruction for each approved course on JCBOE campuses may follow the high school schedule as it relates to start-and-end dates and frequency, as long as the required minimum instructional hours and all course outcomes are met.

Student Enrollment

- Selection for participation in the courses covered under this agreement will initially be determined by JCBOE, provided that all selected students meet all course pre-and-co-requisites of JCBOE and HCCC. JCBOE will select students who demonstrate a proficiency for college-level work and a reasonable chance for successful completion.

- HCCC will arrange with JCBOE for the administration of the College Placement Test for selected students and students must meet the minimum scores required by each applicable HCCC academic department to qualify to take specific HCCC courses. Students who do not meet the minimum requirements in both items 1 and 2 shall not be permitted to participate in the courses covered under this agreement. However, such students will be permitted to take required developmental and/or pre-requisite courses for the below listed course at the same tuition rates listed below.
- Participating students must complete the HCCC Early College online application and student agreement form within the time frames established by HCCC. JCBOE will submit completed student agreement forms, signed by the participating student's school counselor and each student's parent or guardian, to the HCCC Office of Early College Programs. Participating students shall comply with and be subject to all HCCC policies applicable to HCCC students.
- HCCC does not guarantee that any credits earned will be transferable to another institution. Whether or not to accept those credits is determined by the policies and procedures of the accepting institution.
- HCCC and JCBOE are authorized to exchange pertinent student information. Such information shall be considered confidential and shall not be disclosed except to the extent required by law or for a party to fulfill its obligations under this Agreement. HCCC will forward final grades for participating students to the high school administration upon completion of the semester and payment of all fees and tuition required by this agreement.

Courses for AY (2022-2023)

Selected students may enroll in the following course to be offered during the 2022-23 academic year. Additional courses may be requested by JCBOE and will be scheduled as necessary.

- Supply Chain Management Principles – SCM-101 (3 Credits)

Fiscal Arrangement

- A. HCCC will use grant funds from the Supply Chain Logistics Center for Workforce Innovation to pay for JCBOE participating student tuition in accordance with the following charges and terms.
- B. There will be no charge to either JCBOE or participating students for AY 2022-2023).

Terms of Contract

This Agreement shall be effective as of September 1, 2022 and shall run through August 31, 2023 and may be renewed annually by the parties by executing a separate agreement. It is understood and agreed that the parties to this Agreement may modify or revise this Agreement only by written amendment executed by both parties.

Choice of Law/Venue

This Agreement shall be subject to and interpreted in accordance with the laws of the State of New Jersey regardless of New Jersey’s conflict of laws provisions or principles. Any and all disputes between the parties arising out of or relating to this Agreement or the services provided thereunder shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey located in Hudson County, New Jersey.

SIGNED:

President or Designee
Hudson County Community College

Date

Superintendent or Designee
Jersey City Board of Education

Date

**AGREEMENT BETWEEN
HUDSON COUNTY COMMUNITY COLLEGE
AND
JERSEY CITY BOARD OF EDUCATION
FOR
THE DELIVERY OF CREDIT INSTRUCTION AND
NON-CREDIT DEVELOPMENT OF CURRICULUM
FOR ACADEMIC YEARS 2022-23**



This Agreement between Hudson County Community College (HCCC) the Jersey City Board of Education (JCBOE) is for the purposes of HCCC providing dual credit instruction in selected courses for high school students enrolled in the Jersey City Public Schools (JCPS). JCPS students enrolled in HCCC classes will have the opportunity to earn HCCC credits for selected college courses taught either (1) by their HCCC approved high school instructors during or after school as part of their regular teaching responsibilities, or (2) by HCCC faculty either on-campus or through a remote modality. In addition, JCPS students will have the opportunity to obtain a certificate in Marketing and other subject areas with curriculum developed by HCCC.

Partnership Activity #1

Faculty Qualifications and Responsibilities

1. High school instructors teaching HCCC courses as part of the high school curriculum are required to meet the minimum educational requirements in the subject area(s) being taught or in a closely related discipline and must receive approval from the HCCC faculty coordinator or Associate Dean responsible for that subject area, and shall be subject to approval by HCCC.
2. High school instructors teaching HCCC courses must follow the HCCC curricula, utilize required texts, maintain required minimum instructional hours (i.e., 750 minutes per credit), administer HCCC exams and submit both grades and attendance reports to HCCC by specified dates.
3. Class observation(s) will be conducted by the appropriate HCCC supervisor(s). HCCC reserves the right to remove approvals of JCPS instructors who do not meet HCCC standards of instruction.

Provision for Alternate Scheduling and Registration

1. Instruction for each approved course on JCPS campuses may follow the high school schedule as it relates to start-and-end dates and frequency, as long as the required minimum instructional hours and all course outcomes are met.

Student Enrollment

1. Selection for participation in the courses covered under this agreement will initially be determined by JCPS, provided that all selected students meet all course pre-and-co-requisites of JCPS and HCCC. JCPS will select students who demonstrate a proficiency for college-level work and a reasonable chance for successful completion.
2. HCCC will arrange with JCPS for the administration of the College Placement Test for selected students and students must meet the minimum scores required by each applicable HCCC

academic department to qualify to take specific HCCC courses. Students who do not meet the minimum requirements in both items 1 and 2 shall not be permitted to participate in the courses covered under this agreement. However, such students will be permitted to take required developmental and/or pre-requisite courses for the below listed course at the same tuition rates listed below.

3. Participating students must complete the HCCC Early College online application and student agreement form within the time frames established by HCCC. JCPS will submit completed student agreement forms, signed by the participating student's school counselor and each student's parent or guardian, to the HCCC Coordinator for Early College Programs. Participating students shall comply with and be subject to all HCCC policies applicable to HCCC students.
4. HCCC and JCBOE are authorized to exchange pertinent student information. Such information shall be considered confidential and shall not be disclosed except to the extent required by law or for a party to fulfill its obligations under this Agreement. HCCC will forward final grades for participating students to the high school administration upon completion of the semester and payment of all fees and tuition required by this agreement.

Courses for AY (2022-2023)

Selected students may enroll in the following courses to be offered during the 2022-23 academic year.

- English Composition – EMG-101 (3 Credits)
- Innovation, Creativity & Marketing – HMT 202 (3 Credits)
- Marketing – MAN-221 (3 Credits)
- Principles of Management – MAN-121 (3 Credits)

Fiscal Arrangement

- A. HCCC shall directly invoice JCBOE for participating student tuition in accordance with the following charges and terms for the 2022-23 academic year. The following per-credit charges are applicable for the program:
 1. For courses taught by high school instructors during the school day as part of their regular teaching responsibilities, JCBOE will be required to pay HCCC tuition of \$37.25 per credit.
 2. For courses taught by HCCC faculty during or after the school day, JCBOE will be required to pay HCCC tuition of \$74.50 per credit.
- B. JCBOE shall make payment to HCCC no later than sixty (60) days of JCBOE's receipt of the bill from HCCC. Non-payment or late payment of all or part of an invoice may result in students being prohibited from registering for future classes, holds on grades and transcripts and the possible referral of the bill for collections. JCBOE agrees to be responsible for all collection fees and costs incurred by HCCC, including, without limitation, court fees and attorneys' fees, in the event that full payment is not received from JCBOE within sixty (60) days of JCBOE's receipt of an invoice from HCCC. Invoices shall reflect enrollment through the posted withdrawal dates based on the Student Refund and Academic Calendar. HCCC shall not be obligated to make any adjustments in the per credit price charged to JCBOE if the discontinuation of a student's participation in the program is not communicated to HCCC prior to the appropriate withdrawal dates.

- C. HCCC will waive non-tuition fees (e.g., admission, registration, technology, student activity) for the courses covered under this agreement.
- D. JCBOE shall be responsible for making arrangements directly with the HCCC Bookstore for the purchase by JCBOE of required textbooks prior to the start of classes. The cost of textbooks is not included in the tuition rates set forth herein.

Partnership Activity #2

Description

HCCC, through the Division of Continuing Education and Workforce Development (CEWD) and the JCBOE have established a partnership whereby HCCC CEWD will deliver curriculum to JCPS, beginning with a 15-hour training in Digital and Social Media Marketing for JCPS students.

Roles and Responsibilities

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

Jersey City Board of Education; Career and Technical Education Department (JCBOE; C&TED)

- a. JCBOE; C&TED, in consultation with HCCC, provide information on the training course topics and/or learning objectives.
- b. JCBOE; C&TED agrees to recruit and notify participants/students to assure they are in attendance at the assigned times.
- c. JCBOE; C&TED shall be responsible for its actions as well as the actions of its members and students taking classes. JCBOE; C&TED agrees to defend, indemnify and hold HCCC harmless from any and all damages incurred by, or claims brought against, HCCC, its employees, administrators, trustees, agents and representatives, in connection with any actions or omissions that may result from participation, instruction, or other students or JCBOE; C&TED member interaction.

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

- a. HCCC CEWD agrees to consult with JCBOE; C&TED regarding training curricula.
- b. HCCC CEWD will provide curricula in subject areas requested by JCBOE; C&TED
- c. HCCC CEWD will develop and/or provide curriculum for each training class requested.
- d. HCCC CEWD will provide certificates of completion for those students who successfully complete the course.

Invoicing

- a. CEWD will bill JCBOE \$1,875 for each 15-hour curriculum developed; that is \$125/hour for a total of **\$5,625 for the three curricula.**
- b. HCCC CEWD will send a separate bill to JCBOE for any additional curricula development services.
- c. HCCC CEWD will invoice JCBOE upon completion of the curriculum.
- d. JCBOE will pay invoices within 30 days of receipt. Payments not received timely shall be subject to a late payment fee of one percent (1%) per month. Additionally, JCBOE agrees to be responsible for all collection fees and costs incurred by HCCC, including, without limitation, court fees and attorneys' fees, in the event that full payment is not received from JCBOE within sixty (60) days of JCBOE's receipt of an invoice from HCCC.

Cancellation Policy:

- a. Refund policy regarding cancellation is the following:
 - Cancellation upon request.
 - Payment required for curriculum developed prior to cancellation.

Independent Contractors

The Vendor is and shall perform its services under this Agreement as an independent Vendor and not as the College's agent, partner, or joint venture. The Vendor is employed to render the services only, as specified herein, and any payments made by the College are compensation solely for such services rendered.

Partnership Agreement #1 and #2

Terms of Contract

This Agreement shall be effective as of September 1, 2022 and shall run through August 31, 2023 and may be renewed annually by the parties by executing a separate agreement. It is understood and agreed that the parties to this Agreement may modify or revise this Agreement only by written amendment executed by both parties.

Choice of Law/Venue

This Agreement shall be subject to and interpreted in accordance with the laws of the State of New Jersey regardless of New Jersey's conflict of laws provisions or principles. Any and all disputes between the parties arising out of or relating to this Agreement or the services provided thereunder shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey located in Hudson County, New Jersey.

SIGNED:

President or Designee

Date

Superintendent or Designee
Jersey City Board of Education

Date

**AGREEMENT BETWEEN
HUDSON COUNTY COMMUNITY COLLEGE
AND
ORANGE PUBLIC SCHOOL DISTRICT
FOR
THE DELIVERY CULINARY ARTS CURRICULUM
WITHIN ORANGE HIGH SCHOOL
FROM SEPTEMBER 1, 2022 – AUGUST 31, 2023**



This Agreement between Hudson County Community College (HCCC) and the Orange Public School District (OPSD) is for the purpose of HCCC to provide dual credit instruction in selected courses for up to 50 high school students enrolled in Orange High School (OHS). OHS students enrolled in the programs set forth herein shall have the opportunity to earn HCCC credits for selected college courses taught by their high school instructors.

Criteria and Commitment

1. For the 2022-23 academic year, students will enroll in CAI 115 – Food Sanitation & Culinary Principles. The course will be taught by OPSD faculty on OHS premises (Pending approval that faculty and curriculum meet the requirements of HCCC).
2. Students will receive three (3) college level credits from HCCC upon successful passing of the course.

Faculty Qualifications and Responsibilities

1. Course instructors are required to meet the minimum educational requirements in the subject area(s) being taught or in a closely related discipline and must receive approval from the HCCC faculty coordinator or Associate Dean responsible for that subject area.
2. Course instructors must follow the HCCC curricula, utilize required texts, maintain required minimum instructional hours (i.e., 750 minutes per credit), administer HCCC exams and submit both grades and attendance reports to HCCC on specified dates.
3. Class observation(s) will be conducted by the appropriate HCCC supervisor(s).

Provision for Alternate Scheduling and Registration

1. Instruction for each approved course on the OHS campus may follow the high school schedule as it relates to start-and-end dates and frequency, as long as the required minimum instructional hours and all course outcomes are met.

Student Enrollment

1. Selection for participation in the courses covered under this agreement will initially be determined by OPSD, provided that all selected students meet all course pre-and-co-requisites of OPSD and HCCC. All participants must be students at OHS who have demonstrated satisfactory progress toward high school graduation requirements
2. All eligible students and their parent(s) and/or guardian(s) shall be initially informed about the opportunities for student enrollment in CAI 115 at OHS by OPSD. HCCC agrees to provide all

reasonable support to OPSD, including providing materials for via email and website and/or other methods of communication.

3. Participating students must complete the HCCC Early College online application and student agreement form within the time frames established by HCCC. OPSD will submit completed student agreement forms, signed by the participating student's school counselor and each student's parent or guardian, to the HCCC Coordinator for Early College Programs. Participating students shall comply with and be subject to all HCCC policies applicable to HCCC students.
4. HCCC does not guarantee that any credits earned will be transferable to another institution. Whether or not to accept those credits is determined by the policies and procedures of the accepting institution.
5. HCCC and OPSD are authorized to exchange pertinent student information. Such information shall be considered confidential and shall not be disclosed except to the extent required by law or for a party to fulfill its obligations under this Agreement. HCCC will forward final grades for participating students to the high school administration upon completion of the semester and payment of all fees and tuition required by this agreement.

Fiscal Arrangement

1. HCCC shall directly invoice OPSD for participating student tuition in accordance with the following charges and terms. The following per-credit charges are applicable for the program:
 - A. For courses taught by high school instructors during the school day OPSD will be required to pay HCCC tuition of \$37.25 per credit.
2. OPSD shall make payment to HCCC no later than sixty (60) days of OPSD's receipt of the bill from HCCC. Non-payment or late payments may result in students being prohibited from registering for future classes, holds on grades and transcripts and the possible referral of the bill for collections.
3. HCCC will waive non-tuition fees (e.g., admission, registration, technology, student activity) for the courses covered under this agreement.
4. OPSD shall be responsible for making arrangements directly with the HCCC Bookstore for the purchase by OPSD of required textbooks prior to the start of classes and arrange for the purchase of required textbooks for the courses. The cost of textbooks is not included in the tuition rates set forth herein.

Terms of Contract

This Agreement shall be effective as of September 1, 2022 and shall run through August 31, 2023. It may be renewed by the parties by a separate agreement. It is understood and agreed that the parties to this Agreement may modify or revise this Agreement by written amendment when both parties agree to such an amendment.

Choice of Law/Dispute Resolution

This agreement shall be subject to the laws of the State of New Jersey regardless of New Jersey's choice of law principles, rules or laws. All claims and/or disputes arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey venue in New Jersey.

Assignment

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

Notices

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

As to the Orange Public School District:

Orange Township Public Schools
Administrative Building
451 Lincoln Avenue
Orange, New Jersey 07050
Attention: Gerald Fitzhugh, II, Ed.D., Superintendent of Schools

As to the College:

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

Miscellaneous

1. Any dual enrollment course taught on the OPSD campus will be equivalent in rigor to courses taught on the campus of HCCC.
2. OPSD shall publicize the dual enrollment program to prospective students and his/her parent or guardian through, including, but not limited to, informational sessions with the parents/students, and distribution of materials via e-mail and the OPSD website.
3. An eligible student shall not be excluded from participation because of an inability to pay.
4. During the term of this Agreement, HCCC shall keep all student information strictly confidential in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g, and its implementing regulations at 34 C.F.R. 99.1 et seq. and N.J.A.C. 6A:32-7.1 et seq.
5. In the event HCCC staff has witnessed or has reliable information that a student has been subject to, harassment, intimidation or bullying during the event, he/she shall report the incident to the appropriate OPSD official designated by OPSD policy, or to any school administrator or safe schools resource officer, who shall immediately initiate the school district's procedures concerning school bullying.
6. The parties will maintain all documentation related to this transaction for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request pursuant to N.J.A.C. 17:44-2.2.

7. Each party acknowledges and agrees that the relationship with each other is that of independent contractors, and this Agreement shall not be construed to create a joint venture, partnership, employment, or agency relationship between the parties.
8. [Intentionally Omitted]
9. Either party may terminate this Agreement early by submitting thirty (30) days' prior written notification to the other party. However, neither party may, at any time, terminate this Agreement while the program is ongoing.
10. Neither party shall bear any responsibility or liability for any losses arising out of any delay or interruption of their performance of obligations under this Agreement due to any act of God, act of governmental authority, act of the public enemy, or due to war, riot, flood, civil commotion, pandemic, insurrection, severe or adverse weather conditions, lack or shortage of electrical power not due to the fault of the non-performing party, malfunctions of equipment or software programs or any other cause beyond the reasonable control of the party delayed.
11. If any provision of this Agreement is held by a court of competent jurisdiction, or determined under applicable federal or New Jersey state law, to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect to the fullest extent possible.
12. It is the intent and understanding of the parties to this Agreement that every provision required by law to be inserted in this Agreement shall be and is deemed inserted herein. If through a mistake or otherwise, such a provision is not inserted or is not inserted in correct form, then this Agreement shall forthwith upon the application of either party be amended by such insertion so as to comply strictly with the law, without prejudice to the rights of either party.
13. The parties agree that all Federal and State laws against discrimination, and all regulations promulgated thereunder, shall be applicable to all activities under this Agreement.
14. This Agreement is subject to ratification and final approval by the Orange Board of Education.

SIGNED:

President or Designee
Hudson County Community College

Date

Superintendent or Designee
Orange Public School District

Date