

AFFILIATION AGREEMENT

This Affiliation Agreement (“**Agreement**”) is made on/about this _____ day of _____, 2023 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 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:

I. 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 require all Program Participants to comply with the terms of this Agreement; with local, state and federal laws and regulations; with accreditation requirements; and with all Hospital policies and procedures. In the event of a conflict between the practices, policies and/or procedures of the College and the Hospital, the Hospital's practices, policies and procedures will prevail.

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

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

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

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

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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

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

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

and any such Protected Health information in its, his or her possession to Hospital. Further, College or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in College's or Program Participant's possession.

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

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

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 receipt 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.

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

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

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

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

same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.

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

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

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

Name: Alfredo Rabines, Ph.D

Title: Chief Hospital Executive

Date: -----

HUDSON COUNTY COMMUNITY COLLEGE

Name: Christopher M. Reber, Ph.D

Title: President

Address: 70 Sip Avenue, Jersey City, NJ 07306

Date: -----

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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

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 order or requirement of governmental or judicial authority or process, or otherwise authorized by this Agreement or consented to by Hospital in writing. Any unauthorized or unlawful disclosure of the terms of this Agreement shall provide Hospital with the option to declare a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this

Agreement upon written notice to College.

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

College, students and other Program Participants shall not request, use, access, or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. College and Program Participants will implement appropriate administrative, physical and technical safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. College will promptly report to Hospital any uses or disclosures, of which College or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that College contracts with any agents or independent contractors to whom College provides Protected Health Information, College shall include provisions in such agreements pursuant to which College and such agents or independent contractors agree to the same restrictions and conditions that apply to College with respect to Protected Health Information. College will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations.

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

and any such Protected Health information in its, his or her possession to Hospital. Further, College or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in College's or Program Participant's possession.

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

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

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.

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

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

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

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

same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.

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

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

15. **Miscellaneous.** This Agreement may not be assigned by either party but will be binding on the successors of Hospital and College. This Agreement shall be governed by and construed in accordance with the law of the state of New Jersey. All disputes between the parties arising out of, or relating to this Agreement or the obligations and/or rights therein, shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey venued in Hudson County, 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**

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

Date: -----

HUDSON COUNTY COMMUNITY COLLEGE

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

Address: 70 Sip Avenue, Jersey City, NJ 07306

Date: -----

AFFILIATION AGREEMENT

This Affiliation Agreement (“**Agreement**”) is made on/about this _____ day of _____, 2023 by and between **Hudson County Community College, located at 70 Sip Avenue, Jersey City, New Jersey 07306 (“College”)** and **HUMCO Opco LLC d/b/a CarePoint Health-Hoboken University Medical Center, located at 308 Willow Avenue, Hoboken, New Jersey 07030 (“Hospital”)**

RECITALS:

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

Now, therefore, in consideration of the mutual promises contained herein, the parties hererbyagree as follows:

I. 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 shtdent 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 Progi·am while on Hospital premises ("**Program Participants**") shall be accountable to Hospital's Administrator. College shall require 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.

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

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

and follow-up. College's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

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

h. **Background Verifications.** College shall provide Hospital with a description of its background investigation processes, shall attest to Hospital that College has completed a background check for each Program Participant in the form attached hereto as **Exhibit C**, and disclosed to Hospital any positive findings for a Program Participant to the extent permitted by law and shall provide Hospital or its designee access to the background screening results upon reasonable notice. A background check will be considered "completed" if it includes, at a minimum, all of the following elements: (1) 7 year criminal background check in current and previous counties of residence and employment, (2) confirmation that the Program Participant is not listed as sexual offender and, if requested by Hospital, in any child abuse registry (3) evidence that the Program Participant is eligible to participate in all federal and state health programs and verification that the Program Participant is not on the OIG or GSA exclusion list and (4) any other element required by Hospital to meet state or federal law requirements. Hospital shall have the right to require the removal from the Hospital premises 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 consistent with the requirements of the Program. 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 clinical site at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's sole discretion, is disruptive, unprofessional or detrimental to Hospital and/or its patients or has violated any local, state or federal laws or regulations. In such event, said Program Participant's participation at the clinical site shall immediately cease. Subject to the provisions of Subsection 4.a. above, it is understood that only College can dismiss the Program Participant from the Program. Hospital solely shall be responsible for its decisions to require the withdrawal or dismissal of a Program Participant from the clinical site.

5. **Independent Contractor.** The parties hereby acknowledge that they are independent contractors, and neither the College nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. 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 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 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.

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

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

at state law limits.

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

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

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

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

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

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

13. **Exclusion Lists Screening.** College shall screen all Program Participants and all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons") against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at <http://www.oig.hhs.gov>), and (b) the General Services Administration's List of Parties Excluded from Federal

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

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

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

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

AFFILIATION AGREEMENT

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

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

Date: _ _ _ _ _

HUDSON COUNTY COMMUNITY COLLEGE

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

Address: 70 Sip Avenue, Jersey City, NJ 07306

Date: _ _ _ _ _

AND THE NEW JERSEY IMAGING NETWORK
AFFILIATION AGREEMENT

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

1. TERM

This Agreement covers the period from July 27, 2023 to July 27, 2025, and may, unless earlier terminated by either Party, be renewed thereafter upon the execution of a new agreement or written amendment to this Agreement. Each Party will undertake an annual review of this Agreement.

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. Imaging Center shall be solely responsible for its decisions to exclude or remove a Student from Imaging Center.

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

5. INSURANCE

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

Imaging Center shall provide immediate notice to School of any material change in any of the insurance coverages requested to be carried pursuant to this Agreement. Insurance coverage(s) provided under this Agreement shall not limit or restrict in any way liability arising under or in connection with this Agreement. The School agrees to indemnify and hold harmless the Imaging Center, its affiliates, subsidiaries, and parent and their directors, trustees, officers, agents, servants and employees from and against any and all third-party claims and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of the School's Students, faculty members, employees, servants, trustees, officers, directors, or agents. The Imaging Center agrees to indemnify and hold harmless the School and its trustees, officers, agents, servants and employees from and against any and all third-party claims and liabilities (including reasonable attorney's fees and expenses incurred in the defenses thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of the Imaging Center's employees or agents in connection with their duties at the Imaging Center. Each party agrees that

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

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 "Ineligible Entity" or an "Ineligible Person" means an entity or person that:

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

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

prior to the end of such notice period, the parties agree on such a modification of this Agreement; otherwise this Agreement shall terminate as set forth herein.

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

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:
 1. Take all reasonable steps to hold Confidential Information in confidence
 11. 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;
 111. Give at least five business days prior written notice to the other Party before making any disclosure of the Confidential Information purportedly required by law.
 - c. Excluded from "Confidential Information" shall be any information or data which (i) the

other Party was lawfully in possession of prior to the negotiation and execution of this Agreement; (ii) is lawfully acquired by the other Party in a manner not resulting from, or from a source not derived from or related to, the negotiation, execution, or performance of this Agreement; or (iii) becomes part of the public domain in any manner other than the unlawful publication thereof by the other Party.

- d. Upon the termination of the Agreement for any reason (including, but not limited to, the expiration of the stated term hereof), each Party shall promptly return to the other Party or destroy, with confirmation to the other Party of satisfactory evidence of such destruction, all records, documents, and other materials containing information or data which shall be proprietary to the other Party, unless such destruction is impracticable.
4. No Employment Relationship. It is not intended that an employer/employee, joint venture, or partnership agreement be established, hereby expressly or by implication, between Imaging Center and School.

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

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

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

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

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

contrary to the underlying intent of the Parties, then either Party may terminate immediately on written notice to the other.

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

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

Agreed to as of the date set forth above.

HUDSON COUNTY COMMUNITY COLLEGE
By: _____

NEW JERSEY IMAGING PARTNERS, INC.
By: _____
Peter Sulovski



STUDENT TRAINING AGREEMENT

This **Student Training Agreement** (“Agreement”) is made and entered into by and between **Hudson County Community College** (“Sponsoring Institution”) and Optum (formally know as Riverside Medical Management, LLC DBA Riverside Medical Group) and its subsidiaries and affiliates (collectively “Company”).

WHEREAS, Sponsoring Institution represents and warrants that it has established an approved professional training program (“Program”) for the education of the Radiography Students (“Students”), which Program is accredited by the **State of New Jersey and JRCERT**; and

WHEREAS, Sponsoring Institution desires to have its Students obtain clinical experience in patient care at Company; and

WHEREAS, Company operates primary care and multi-specialty out-patient physician offices and clinics, and its administrative office is located at 736 Page Avenue, Lyndhurst, NJ 07071 (“Facility” or “Facilities”); and

WHEREAS, the parties desire to establish their respective rights, responsibilities, and obligations in the Program.

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

1. RESPONSIBILITIES OF SPONSORING INSTITUTION:

Sponsoring Institution will perform the following acts, duties, and services:

a. Sponsoring Institution will assign Students who have successfully completed appropriate clinical education and training experience as Program participants to the Facility.

b. Students will be responsible for providing for their own health insurance. Sponsoring Institution will advise Company of the arrangement and Sponsoring Institution or Students will provide Company with evidence of the required insurance.

c. On or before commencement of the Initial Term of this Agreement, Sponsoring Institution will designate a representative to work with Facility’s representative to coordinate the administrative and academic aspects of the Program. Sponsoring Institution will not assign any faculty member to Facility in connection with the operation of the Program who is not appropriately licensed or certified, and will keep evidence of the licensure or certification of all assigned faculty on file with Facility at all times.

d. Sponsoring Institution will inform each Student that he or she is responsible for:

(i) respecting the confidentiality of Company’s or Facility’s patients and Facility’s patient records (and enabling Facility’s compliance with) the requirements of regulations at 45 Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, subparts A and E (the “Privacy Rule”) and 45 C.F.R. Part 164, subparts A and C (the “Security Rule”) for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996, as amended by any other statute, rule and/or regulation, including Division A, Title XIII of the American Recovery and Reinvestment Act of 2009 (Pub. L. No., 111-

5), otherwise known as the Health Information Technology for Economic and Clinical Health Act (“HITECH”) (collectively “HIPAA”);

(ii) complying with all applicable rules, regulations, policies, and procedures of Company;

(iii) complying with all state laws and regulations regarding the scope of practice of Students;

(iv) providing uniforms as required;

(v) complying with all policies concerning universal precautions, including wearing personal protective equipment;

(vi) paying all applicable expenses, including, without limitation, meals, laundering of uniforms, medical expenses, transportation, and books;

(vii) providing Company with records of each Student’s physical examinations, immunization statuses, and other medical tests as requested by Company and consistent with Company’s policies;

(viii) obtaining written permission from Company and Sponsoring Institution before publishing any material related to the Program experience; and

(ix) providing Company with any information it needs, including, without limitation, signing all requisite forms, to allow Company to conduct a background check on the Student (the background check will not include a report on the Student’s credit capacity or credit history) and a drug test;

e. Sponsoring Institution will obtain, upon request of Company, any authorization from Students necessary for the release of confidential records, including, without limitation, Students’ medical records and educational records.

f. Sponsoring Institution shall advise Students that they are not to receive wages from Company during this Program, that they are not deemed employees of Company, that they are not covered by Company’s workers’ compensation insurance in case of injury, and that they should have no expectation of employment upon the conclusion of the Program. The Sponsoring Institution will be responsible for providing workers’ compensation and liability coverage for Students of Sponsoring Institution at Facility.

g. Sponsoring Institution shall remove and bar any Students from participation in the Program upon Company’s request for any reason deemed reasonable and sufficient by Company or Facility, in its sole discretion, provided that Company or Facility will exercise said removal rights in a nondiscriminatory manner.

h. Sponsoring Institution shall be responsible for maintaining all records and reports concerning or in any way related to the participation of all Students in the Program and the Program. At no time shall the protected health information (as defined at 45 C.F.R. § 160.103) (“PHI”) of any of Facility’s patients appear in these records or reports, or in any other communication (written or oral) to the Sponsoring Institution by either Facility or any Student. Sponsoring Institution shall require each Student to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Confidential Information Agreement in the form attached hereto as Exhibit B.

2. RESPONSIBILITIES OF FACILITY:

Facility, acting by and through its site administrator, will perform the following acts, duties, and services:

- a. Facility will designate an employee who will act as a liaison between it and Sponsoring Institution.
- b. Facility will provide Students and faculty with an orientation to Facility. The orientation shall include, but will not be limited to, instructions concerning Facility's rules, regulations, policies, procedures, universal precautions, and confidentiality.
- c. Facility shall provide Students with a structured Program and supervision commensurate with the Program. Facility shall also provide personnel and related resources to implement the Program.
- d. Facility shall permit Students to use equipment at Facility, as Facility determines appropriate, and Facility shall provide Students with access to its break room.
- e. The Student or Sponsoring Institution shall be responsible for paying the Student's medical expenses as may be necessary for any illness or injury arising from any activity the Student was engaged in as part of the Program. Nothing in this Agreement shall be construed as an assumption of liability by Company or Facility for any injury suffered by a Student during his or her experience at Facility. Facility shall not be responsible for providing emergency medical care for any Student.
- f. Company and Facility retain the right to request removal of, and bar, any Student from participation in the Program who, for any reason deemed sufficient by Company or Facility, in its sole discretion, is not complying with the terms and conditions of this Agreement or Facility's policies and procedures; is disruptive; is behaving in a manner detrimental to the Program and/or Facility's patients, including drug or alcohol use; or is not participating in the Program at a level which will permit the Student to achieve the benefits of his/her experience; provided; however, that Company or Facility exercises said privilege in a nondiscriminatory manner. Company and Facility shall be responsible for its decisions to remove and/or bar any student from participation in the Program.
- g. Facility shall provide Sponsoring Institution with periodic reports, in the format reasonably requested by Sponsoring Institution, concerning the progress of Students. However, Sponsoring Institution shall at all times remain solely responsible for the evaluation and grading of Students.
- h. Sponsoring Institution acknowledges that Facility is not responsible for the design or implementation of the Program but is merely affording Students an opportunity to secure an observational and/or clinical experience in a work setting different from that maintained by Sponsoring Institution.

3. MUTUAL RESPONSIBILITIES:

Sponsoring Institution and Facility, in cooperation and collaboration with each other, agree as follows:

- a. The parties agree to meet, at reasonably noticed and scheduled meetings, to plan and implement the learning experiences of Students.
- b. Both parties shall agree on the period of time for each Student's experience prior

to the beginning of the Program.

c. Both parties shall agree on the number of Students, necessary qualifications, and experience for the Program participants subject to space, time, and needs limitations.

4. CONFIDENTIALITY:

Sponsoring Institution and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information, unless otherwise required by law, of Company, Facility and/or its patients, and OptumCare Management, LLC and its subsidiaries and affiliates, and not disclose or reveal any confidential information to any third party without the express prior written consent of Company or Facility. Sponsoring Institution shall not disclose the terms of this Agreement to any person who is not a party to this Agreement except as required by law or as authorized by Company or Facility.

Sponsoring Institution, and its agents, faculty, representatives, and employees, and Company, Facility, and its agents and employees, mutually agree to comply with the relevant provisions of HIPAA. Both parties acknowledge and agree that, from time to time, HIPAA may require modification to this Agreement for compliance purposes. Both parties further acknowledge and agree to comply with requests by either party related to HIPAA. Sponsoring Institution will notify Students of the requirement to comply with HIPAA and notify Students of the requirement to sign and comply with the requirements of the Confidential Information Agreement.

Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Company and Facility with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to Sponsoring Institution. Sponsoring Institution acknowledges and recognizes that the unauthorized disclosure of confidential information, Protected Health Information (“PHI”), as defined by HIPAA, or the terms of this Agreement, unless specifically required by federal, state, or other law, shall be a material breach and Company or Facility may seek immediate injunctive relief and elect to institute and prosecute proceedings in any court of competent jurisdiction, either in law or equity, to enforce specific performance of Sponsoring Institution, to enjoin any threatened or actual breach of this Agreement by Sponsoring Institution, its agents, Students, faculty, representatives, and employees, as appropriate, and/or to recover any damages and recover reasonable attorneys' fees and costs of prosecuting any such action resulting from the breach hereof.

5. TERM AND TERMINATION:

a. This Agreement shall be for an initial term of one (1) year commencing on the last date of execution by the parties as indicated on the signature page to the Agreement (“Initial Term”), and will thereafter automatically renew for one (1) year successive terms (each renewal included with the Initial Term collectively referred to as the “Term”), unless terminated sooner by either party in accordance with this Agreement.

b. This Agreement may be terminated by either party, with or without cause, following thirty (30) days advance written notice by certified, registered mail to the other party. No termination shall be effective until the completion of the Program by those Students participating in the Program at the time the notice is given, unless Facility, in its absolute and sole

discretion, discovers that the performance of this Agreement exposes Facility's patients and/or employees to harm or potential harm.

6. INDEMNIFICATION:

To the extent permitted by law, each party agrees to indemnify and hold harmless the other party for and on account of any and all third-party claims, liabilities, causes of action, damages, suits, judgments, and expenses, including, without limitation, reasonable attorneys' fees, arising out of, related to, or in any way connected with the negligent, reckless, or intentional acts or omissions of the indemnifying party, its faculty, employees, officers, or Students while in the conduct of the Program.

7. NO REMUNERATION:

No pay or remuneration will be given to either party for participation in the Program under this Agreement.

8. COMPLIANCE:

Sponsoring Institution and Company agree and certify that this Agreement is not intended to generate referrals for services or supplies for which payment may be made in whole or in part under any federal health care program. Sponsoring Institution and Company will comply with statutes, rules, and regulations as promulgated by federal and state regulatory agencies or legislative authorities having jurisdiction over the parties.

9. INSURANCE:

a. Sponsoring Institution's Insurance Requirements. During the term of this Agreement, Sponsoring Institution hereby agrees to maintain with commercial carriers or maintain through a self-funded insurance program, as applicable, at all times and at Sponsoring Institution's own expense (i) General and Professional Liability insurance with a minimum annual coverage limitation of One Million Dollars (\$1,000,000) per occurrence and Three Million dollars in the annual aggregate (\$3,000,000), naming Company as an additional insured to the General Liability policy; (ii) Statutory Workers' Compensation insurance, other personal injury insurance for Students; and (iii) Automobile Liability insurance with coverage of One Million Dollars (\$1,000,000) per occurrence.

b. Company's Insurance Requirements. During the term of this Agreement, Company hereby agrees to maintain with commercial carriers or maintain through a self funded insurance program, as applicable, at all times and at Company's own expense (i) General and Professional Liability insurance with a minimum annual coverage limitation of One Million Dollars (\$1,000,000) per occurrence and Three Million dollars in the annual aggregate (\$3,000,000); and (ii) Statutory Workers' Compensation insurance and unemployment insurance covering all employees, in accordance with applicable state statutory limits for workers' compensation.

c. Certificates of Insurance. Company and Sponsoring Institution shall provide upon execution of this Agreement hereunder or at any time upon request, certificates of insurance or other documents in the case of a self-insured programs evidencing the coverage required hereby, and shall notify the other party immediately (within at least 30 days) of the cancellation, termination, or non-renewal of, or material change in, such insurance coverage. Company and Sponsoring Institution 's coverage may be carried through a self-funded insurance program(s).

10. GENERAL PROVISIONS:

a. Status of Parties. The parties agree that the staff and Students of Sponsoring Institution participating in the Program are independent contractors, and, as such, are not the employees or agents of Company or Facility and are not entitled to any benefits from Company, including, but not limited to, workers' compensation, unemployment compensation, medical treatment, insurance, or any other benefits provided by Company to its employees, except as specifically required by law, and, in such case, only to the extent and for the purposes so required. Sponsoring Institution shall be liable for its own debts, obligations, acts, and omissions, including, without limitation, the payment of all required withholding, social security, and other taxes or benefits. In no event shall this Agreement be construed as establishing a partnership, joint venture, joint employment, or similar relationship between the parties hereto.

b. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and all prior discussions, understandings, negotiations, and representations concerning the subject matter of this Agreement not expressly set forth herein are void and of no force or effect whatsoever.

c. Captions. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

d. No Waiver. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

e. Notices. Any notice or communication required or permitted to be sent to the parties shall be in writing and shall be deemed to have been sufficiently and effectively given if mailed by certified or registered mail, return receipt requested, addressed to:

If to Company: Riverside Medical Management, LLC
1 Harmon Plaza
10th Floor
Secaucus, NJ 07094
Attention: Legal Department

If to Sponsoring Institution: Hudson County Community College
870 Bergen Avenue
Jersey City, NJ 07306
Attention: Catherine Sirangelo, Associate Dean of Nursing and Health Sciences

f. Governing Law; Jurisdiction. This Agreement shall be governed and interpreted according to the laws of the State of New Jersey. Any dispute or other legal action concerning this Agreement must be resolved by a Court located in Hudson County, New Jersey. The parties agree to submit to the personal jurisdiction of the Courts located within Hudson County, New Jersey for the purpose of litigating any and all such claims or disputes.

g. Severability. Should any portion of this Agreement be declared invalid by a court of competent jurisdiction, then, and in that event, it is the intention of the parties that the remainder of said Agreement shall remain in full force and effect.

h. Nonexclusive Agreement. This Agreement is nonexclusive. Either party reserves the right to participate in other clinical training programs.

i. Nondiscrimination. Neither the Sponsoring Institution nor the Company will discriminate against any person because of race, color, religion, sex, national origin, age, disability, sexual orientation, marital status, veteran status, Vietnam-era veteran status, or any other protected class status.

j. Assignment. Neither party may assign this Agreement to any party or entity without the prior written consent of the other party. This Agreement inures solely to the benefit of the parties hereto and any permitted assigns, and does not, and will not, be construed to create any third-party rights, including, without limitation, any third-party beneficiary rights to Students. Notwithstanding the foregoing, Company may assign this Agreement to any of its affiliates or subsidiaries without the consent of Sponsoring Institution. This Agreement will be binding upon and inure to the benefit of the successors, permitted assigns, heirs, and representatives of Company. Any attempted assignment of this Agreement in violation of the provisions of this section is void.

k. Amendment. This Agreement shall not be amended or modified, except by an instrument in writing duly executed by the parties hereto.

l. Name or Logo. Neither party shall use the other's name or logo in any descriptive or promotional literature or communication of any kind without the other's prior written approval, which approval shall not be unreasonably withheld.

m. Counterparts. This Agreement may be executed simultaneously in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Copies of signatures sent by facsimile transmission will be deemed to be originals.

n. Approval by OptumCare Management, LLC as to Form. The parties acknowledge and agree that this Agreement shall take effect and be legally binding upon the parties only upon full execution hereof by the parties and upon approval by OptumCare as to the form of hereof.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties hereto have signed and delivered this Agreement as of the date indicated next to their signature below to be effective as set forth in paragraph 5 of this Agreement.

Sponsoring Institution:

By:
Name: _____
Title:

Date

Company:
Riverside Medical Management, LLC

By:
Name:
Title:

Date

EXHIBIT A

STATEMENT OF STUDENT'S RESPONSIBILITIES

I acknowledge that I voluntarily agree to participate in a Student training program centered around the delivery of patient care delivery in primary care and multispecialty out-patient physician offices and clinics to patients at _____- _____ (“Company”) Facilities and/or the patient’s home, which will be administered under the laws and regulations of the state where I complete the Program. I understand that more information on Program state laws and restrictions is available through my site administrator at the Program facility.

I also acknowledge and agree that in order to participate in the Program and observe Company patients, I agree to act within the scope of instructions given to me, and I will always conduct myself in a safe and prudent manner. I also acknowledge that I have discussed and will continue to discuss the Facility operations with the appropriate members of the care team and/or faculty members of _____ (“Sponsoring Institution”), and have learned about the various risks and dangers that I may be exposed to when I enter the facility. The risks we have discussed include, without limitation, the risk of exposure to blood products and fluids, which could result in exposure to and infection with the AIDS virus or hepatitis, as well as the risk of exposure to other infectious diseases, such as tuberculosis and other airborne diseases or pathogens and other inherent risks associated with interacting with the public and patients at the facility.

I also understand I will not be asked to, and should not, enter information into the medical record or submit any billing or reimbursement information under health care programs. All billing and patient information is entered by Company employees.

It is the intention of the Company that my Program experience and activities be pleasant and rewarding. In the event that any Program experience or observation I see which is questionable, objectionable or if I am uncomfortable with a task I am asked to do, I am urged to seek out Facility or Company management to voice my concerns privately with a Company manager. I am also free to call 800-455-4521 in the event I feel my concerns are not properly addressed in the Facility.

For and in consideration of the benefit provided to me in the form of observing, monitoring and assisting with appropriate administrative and clinical tasks detailed to me by the Facility manager or the mentor assigned to me, I and my heirs, successors, and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by me while participating in the Program operated by Sponsoring Institution at the Facility.

In addition to the foregoing, I and my heirs, successors, and/or assigns hereby covenant and agree to indemnify and hold harmless Company and Facility for any injury or loss sustained by me while participating in the Program operated by Sponsoring Institution at Facility, or any injury or loss arising from my actions while participating in the Program or being at the facility.

Any capitalized terms not otherwise defined herein this Exhibit A have the meaning ascribed to them in the Student Training Agreement between Company and Sponsoring Institution.

Dated this _____ day of _____, 20_____.

Student's Signature

Student (Print Name)

Witness

Witness (Print Name)

Student was given a copy of this form: _____ (Company employee initials)

EXHIBIT B

CONFIDENTIAL INFORMATION AGREEMENT (“Agreement”)

I understand the importance of preserving the confidential nature of the information of Riverside Medical Management, LLC (“Riverside”) and its subsidiaries and affiliates (collectively “Company”). This includes, but is not limited to, Company’s and Facility’s data and records relative to business interests, computer systems and programs, projections, business plans, inventions, trade secrets, know-how, as well as information wherein Company or Facility has an obligation of confidentiality to a third party and information concerning any patient, employee, physician, independent contractor, student, program resident, fellow, or volunteer. I understand the necessity that such information not be compromised for any reason other than necessary business or medical communications and treatment needs.

I further understand that patient information, including but not limited to Protected Health Information, as defined by the HIPAA Privacy Rule at 45 C.F.R. 160.103 (“PHI”), is confidential and not to be discussed with or disseminated to anyone, either inside or outside Company, except on an as-needed basis for the treatment of the individual, payment related thereto, or for Company’s healthcare operations in compliance with federal and state regulations. Unauthorized dissemination may be a violation of federal and state laws. My obligations with regard to this PHI include, but are not limited to, the following:

- (a) I agree to not use or disclose PHI other than as permitted or required by this Agreement or as permitted or required by law.
- (b) I agree to use appropriate physical and technical safeguards to prevent the use or disclosure of Company’s PHI for any purpose other than pursuant to Sponsoring Institution’s underlying Student Training Agreement.
- (c) I shall implement and maintain safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information (“e-PHI”) that I create, receive, maintain or transmit on behalf of Company.
- (d) I agree that that no PHI has been or will be removed from the Facility. To the extent that any PHI has been removed from the Facility pursuant to a business associate agreement or consistent with HIPAA, upon termination of this Agreement, Sponsoring Institution’s Student Training Agreement, or the expiration or termination of my internship with Company, I will return or destroy all PHI received from or created or received on behalf of Company. In the event that Company determines that return or destruction is not feasible, I will extend the protections required in this Subsection (d) to the PHI and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- (e) Company and I agree to comply with all applicable rules and regulations promulgated under HIPAA in effect.
- (f) I will report to Company, within a reasonable time period of discovery, any (i) Security Incident, or (ii) Security Breach as defined at 45 C.F.R. Part 164, Subpart D. My report will include:

- (i) The nature of the non-permitted use or disclosure including how such use or disclosure was made;
- (ii) The unsecured PHI used or disclosed;
- (iii) If possible and applicable, the identity of the person/entity who received the unsecured PHI;
- (iv) What corrective action I took (if applicable);
- (v) What I did to mitigate any deleterious effect (if applicable); and
- (vi) Such other information as Company may request.

(g) At all times during the term of this Agreement, I will comply with all applicable federal, state and local laws, rules and regulations pertaining to patient records and the confidentiality of patient information, including Company's PHI.

I am also aware and fully understand that any violation of this Agreement is grounds for corrective action, up to and including immediate termination from the Program and of any agreement between Company and any of their subsidiaries and/or related organizations by which I am bound.

(Any capitalized terms not defined in this Agreement will have the meaning given to them in the underlying Student Training Agreement between Sponsoring Institution and Company.)

Student Name Printed _____

Signature _____

Sponsoring Institution _____

Date _____

AFFILIATION AGREEMENT

This Affiliation Agreement (“**Agreement**”) is made on/about this _____ day of _____, 2023 by and between **Hudson County Community College, located at 70 Sip Avenue, Jersey City, New Jersey 07306 (“College”)** and **Richmond University Medical Center located at 355 Bard Avenue, Staten Island, New York 10310 (“Hospital”)**

RECITALS:

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

Now, therefore, in consideration of the mutual promises contained herein, the parties ~~by~~ agree as follows:

I. Responsibilities of College.

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

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

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

c. **Health of Program Participants.** College shall ensure that Program 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 MM R, 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 not caused by the fault of the Hospital.

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

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

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

g. **Training.** Prior to a student's first assignment at Hospital, the assignment of a

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

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

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

2. **Responsibilities of Hospital.**

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

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

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 clinical site at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's sole discretion, is disruptive, unprofessional or detrimental to Hospital and/or its patients or has violated any local, state or federal laws or regulations. In such event, said Program Participant's participation at the clinical site shall immediately cease. Hospital shall be responsible for its decision to require the withdrawal or removal of a Program Participant from the clinical site. Subject to the provisions of Sub section 4.a. above pertaining to the removal of a Program Participant from the Hospital's premises or denial of access thereto, if applicable, it is understood that only College can dismiss the Program Participant from the Program .

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. Unless required by law, 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 order or requirement of any governmental or judicial authority or process, or otherwise authorized by this Agreement or consented to by Hospital in writing. Any unauthorized or unlawful disclosure of the terms of this Agreement may be considered by the Hospital to be a material breach of this Agreement and shall permit the Hospital to pursue remedies in connection with the breach, or, notwithstanding any other provision of this Agreement, immediately terminate this Agreement upon written notice to College.

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

College, students and other Program Participants shall not request, use, access, or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. College and Program Participants will implement appropriate administrative, physical and technical safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. College will promptly report to Hospital any uses or disclosures, of which College or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that College contracts with any agents or independent contractors to whom College provides Protected Health Information, College shall include provisions in such agreements pursuant to which College and such agents or independent contractors agree to the same restrictions and conditions that apply to College with respect to Protected Health Information. College will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health

and Human Services to the extent required for determining compliance with HIPAA and the Regulations.

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

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

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

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

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

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

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

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

13. **Exclusion Lists Screening.** College shall screen all Program Participants and all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents ("Screened Persons") against (a) the United States Department of Health and Human Services/Office of

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

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

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

15. **Miscellaneous.** This Agreement may not be assigned by either party but will be binding on the successors of Hospital and College. This Agreement shall be governed by and construed in accordance with the law of the state of New Jersey. All disputes between the parties arising out of, or relating to this Agreement or the obligations and/or rights therein, shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey venued in Hudson County, 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

Richmond University Medical Center

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

Date: -----

Richmond University Medical Center

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

Date: -----

HUDSON COUNTY COMMUNITY COLLEGE

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

Address: 70 Sip Avenue, Jersey City, NJ 07306

Date: -----

**AFFILIATION AGREEMENT
BETWEEN
HUDSON COUNTY COMMUNITY COLLEGE
AND
BAYONNE MEDICAL CENTER**

This affiliation agreement (“Agreement”), effective September 15, 2023, is between Hudson County Community College (“College”), located at 70 Sip Avenue, Jersey City, New Jersey 07306, and Bayonne Medical Center (“Bayonne Medical Center”), located at 29 E 29th Street Bayonne, NJ 07002 (collectively, the “parties”), for the College’s Practical Nursing (PN) Program. The parties agree as follows:

1. **TERM**

This contract shall be for a period commencing September 15, 2023, and continuing through September 15, 2025.

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 the PN Program shall be allowed to complete the applicable program.

Bayonne Medical Center may immediately terminate a student(s) participation at the clinical site if Bayonne Medical Center believes that the continued participation of the student(s) is unsafe, disruptive, detrimental to resident care, or otherwise not in conformity with Bayonne Medical Center’s standards, policies, procedures, or health requirements. Bayonne Medical Center shall be responsible for its decision to terminate a student from the clinical site.

2. **COLLEGE RESPONSIBILITIES**

The College as the sponsoring agency agrees:

- a. To assume full responsibility for the planning and the execution of the curriculum for its students including the administration, curriculum content, and Faculty appointments.
- b. To 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 Bayonne Medical Center. These rules, regulations and policies will be available and reviewed with the students/Faculty by Bayonne Medical Center.
- 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. **BAYONNE MEDICAL CENTER HEALTH RESPONSIBILITIES**

Bayonne Medical Center 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 client care.
- c. To provide an orientation of its facilities, policies, and procedures for the College's Faculty and students.
- d. Bayonne Medical Center shall at all times retain sole responsibility for all client care, and the extent of participation of the student in assisting with or observing client care. (However, the foregoing statement is not meant to address the issue of ultimate legal liability in the event of a claim.)

4. **MUTUAL OBLIGATIONS**

- a. Responsibility for planning the clinical experience with Bayonne Medical Center will be jointly shared by Bayonne Medical Center's staff and the College's instructors, subject at all times to the policies, rules, and regulations of Bayonne Medical Center.
- b. A student of the College may be assigned to any facilities or programs within the Bayonne Medical Center's system.
- c. Student curriculum, attendance, and scheduling shall be under the direction of the College as long as they do not conflict with Bayonne Medical Center'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 Bayonne Medical Center.
- f. College and Bayonne Medical Center 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 Bayonne Medical Center.

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 Bayonne Medical Center 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 shall indemnify and defend Bayonne Medical Center and its directors, officers, employees, medical staff, and agents from and against all third-party claims (including reasonable attorneys' fees) to the extent caused by the negligence or breach of this Agreement of Program Participants or the College.

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

8. **EMERGENCY MEDICAL CARE**

Bayonne Medical Center agrees that College personnel, including students, assigned to Bayonne Medical Center 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, the cost of such medical care shall be at the individual's own expense to the extent not covered by insurance.

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: _____

Bayonne Medical Center

Name: Alfredo Rabines, DO

Title: Chief Hospital Executive



Signature:

Date: 6/8/2023



**AFFILIATION AGREEMENT BETWEEN
HUDSON COUNTY COMMUNITY COLLEGE AND
ALARIS HEALTH AT HAMILTON PARK**

This Affiliation agreement, effective August 1, 2023, by and between Hudson County Community College (“College”), offices located at 161 Newkirk Street Jersey City #505 and at 168 Sip Avenue #203, Jersey City, New Jersey 07306; classroom located at 870 Bergen Avenue Room 208, Jersey City NJ 07306; and Alaris Health at Hamilton Park at 525 Monmouth St, Jersey City NJ 07302 (the College and Alaris Health at Hamilton Park are referred to as the “parties”) for the College’s Enhanced Certified Nurse Aide Program (“Program”). The parties agree as follows:

1. **TERM**

This contract shall be for a period commencing August 1, 2023, and continuing until July 31, 2025.

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

Either party may at any time during the term of this agreement, with or without cause, terminate this agreement upon one hundred twenty (120) days written notice to the other party. Students enrolled in the program as of the date of termination shall be entitled to continue through the end of their clinical rotations for which they are attending.

Alaris Health at Hamilton Park shall be solely responsible for its decision to terminate a student’s participation at the clinical site operated by Alaris Health at Hamilton Park if Alaris Health at Hamilton Park reasonably believes that the continued participation of the student is unsafe, disruptive, detrimental to resident care, or otherwise not in conformity with Alaris Health at Hamilton Park’s standards, policies, procedures, or health requirements. Except in the case of an emergency affecting the health and safety of Alaris Health at Hamilton Park’s residents, or any other individual, Alaris Health at Hamilton Park shall provide notice to the College of Alaris Health at Hamilton Park’s intent to terminate a student’s participation at the clinical site prior to such termination, which notice shall include the reasons for the termination. Notwithstanding the providing of notice, Alaris Health at Hamilton Park’s decision as to a student’s participation at the clinical site shall be final.

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 students to conform to the rules, regulations, and policies of Alaris Health at Hamilton Park.. These rules, regulations and policies will be available and reviewed with the students/Faculty by Alaris Health at Hamilton Park.
- g. To require student's statement of health screening to include:
 - a. Physical exam per the requirements on the Medical Clearance form given to all applicants
 - b. Proof of negative reaction to two (2) consecutive Mantoux tests given within three (3) weeks, or a negative result on the QuantiFERON-TB-Gold test on file within the past 3-6 months, or a negative chest x-ray result within the past year
 - c. Submission of a criminal background check and fingerprinting prior to certification
 - d. Two COVID-19 vaccinations and first Booster and a Flu Shot during the required annual periods of time. Includes any additional requirements by the CDC and New Jersey Department of Health based on consistently updated protocols for long-term care providers.
- 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.
- j. To complete criminal background checks on students and provide Alaris Health at Hamilton Park with such evidence upon request.

3. **ALARIS HEALTH AT HAMILTON PARK RESPONSIBILITIES**

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

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 Alaris Health at Hamilton Park shall at all times comply with standards mandated by state and federal law of regulatory agencies and accrediting agencies, including those pertaining to confidentiality and documentation, including personally identifiable information and records pertaining to patients and students.

7. **INDEMNIFICATION**

The College agrees to protect, indemnify, and hold harmless Alaris Health at Hamilton Park, and its respective officers, trustees, employees, Faculty, students, house staff, and attending physicians from and against any and all third-party claims, demands, causes of action, damages and judgments (including, but not limited to, such on behalf of a resident or that resident's agent or family) which may be imposed upon, incurred, or brought against Alaris Health at Hamilton Park 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 third-party claim, demand, cause of action, damage or judgment arises out of the negligent or wrongful acts or omissions of the Alaris Health at Hamilton Park, its officers, trustees, employees, Faculty, students, house staff, or attending physicians.

Alaris Health at Hamilton Park 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 third-party 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 Alaris Health at Hamilton Park 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 third-party 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**

Alaris Health at Hamilton Park agrees that College personnel, including students, assigned to Alaris Health at Hamilton Park 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. 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: _____

Alaris Health at Hamilton Park

Name: _____

Title: _____

Signature: _____

Date: _____



**AFFILIATION AGREEMENT BETWEEN
HUDSON COUNTY COMMUNITY COLLEGE AND
MANHATTANVIEW CENTER FOR REHABILITATION AND HEALTHCARE**

This Affiliation agreement, effective August 2, 2023, by and between Hudson County Community College (“College”), offices located at 161 Newkirk Street Jersey City #505 and at 168 Sip Avenue #203, Jersey City, New Jersey 07306; classroom located at 870 Bergen Avenue Room 208, Jersey City NJ 07306; and ManhattanView Center for Rehabilitation and Healthcare (“ManhattanView”) at 3200 Hudson Ave, Union City, NJ 07087 (both referred to as the “parties”) for the College’s Enhanced Certified Nurse Aide Program (“Program”). The parties agree as follows:

1. **TERM**

This contract shall be for a period commencing August 2, 2023, and continuing until August 1, 2025.

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

Either party may at any time during the term of this agreement, with or without cause, terminate this agreement upon one hundred twenty (120) days written notice to the other party. Students enrolled in the program as of the date of termination shall be entitled to continue through the end of their clinical rotations for which they are attending.

ManhattanView shall be solely responsible for its decision to terminate a student’s participation at the clinical site operated by ManhattanView if ManhattanView reasonably believes that the continued participation of the student is unsafe, disruptive, detrimental to resident care, or otherwise not in conformity with ManhattanView’s standards, policies, procedures, or health requirements. Except in the case of an emergency affecting the health and safety of ManhattanView’s residents, or any other individual, ManhattanView shall provide notice to the College of ManhattanView’s intent to terminate a student’s participation at the clinical site prior to such termination, which notice shall include the reasons for the termination. Notwithstanding the providing of notice, ManhattanView’s decision as to a student’s participation at the clinical site shall be final.

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 students to conform to the rules, regulations, and policies of ManhattanView. These rules, regulations and policies will be available and reviewed with the students/Faculty by ManhattanView.
- g. To require student's statement of health screening to include:
 - a. Physical exam per the requirements on the Medical Clearance form given to all applicants
 - b. Proof of negative reaction to two (2) consecutive Mantoux tests given within three (3) weeks, or a negative result on the QuantiFERON-TB-Gold test on file within the past 3-6 months, or a negative chest x-ray result within the past year
 - c. Submission of a criminal background check and fingerprinting prior to certification
 - d. Two COVID-19 vaccinations and first Booster and a Flu Shot during the required annual periods of time. Includes any additional requirements by the CDC and New Jersey Department of Health based on consistently updated protocols for long-term care providers.
- 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.
- j. To complete criminal background checks on students and provide ManhattanView with such evidence upon request.

3. **MANHATTANVIEW RESPONSIBILITIES**

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

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 ManhattanView shall at all times comply with standards mandated by state and federal law of regulatory agencies and accrediting agencies, including those pertaining to confidentiality and documentation, including personally identifiable information and records pertaining to patients and students.

7. **INDEMNIFICATION**

The College agrees to protect, indemnify, and hold harmless ManhattanView, and its respective officers, trustees, employees, Faculty, students, house staff, and attending physicians from and against any and all third-party claims, demands, causes of action, damages and judgments (including, but not limited to, such on behalf of a resident or that resident's agent or family) which may be imposed upon, incurred, or brought against ManhattanView 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 third-party claim, demand, cause of action, damage or judgment arises out of the negligent or wrongful acts or omissions of the ManhattanView, its officers, trustees, employees, Faculty, students, house staff, or attending physicians.

ManhattanView 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 third-party 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 ManhattanView 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 third-party 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**

ManhattanView agrees that College personnel, including students, assigned to ManhattanView 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. 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: Dr. Christopher Reber

Title: President

Signature: _____

Date: _____

ManhattanView Center for Rehabilitation and Healthcare

Name: Nasson Cohen

Title: LVHA - Administrator

Signature: 

Date: 6/7/23



MEMORANDUM OF UNDERSTANDING

August 9, 2023 – August 8, 2024

The Memorandum of Understanding (“MOU”) is made between Hudson County Community College (“HCCC”), a New Jersey nonprofit organization with offices located at 70 Sip Avenue, Jersey City, New Jersey, and Cannabis Connoisseur, (type of business entity), with a retail location at 912 Bergen Avenue, Jersey City, New Jersey (collectively, the HCCC and Cannabis Connoisseur shall be called the “Parties” or each individually, a “Party”). The Parties agree to the following:

1. Description

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

2. Roles and Responsibilities

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

Cannabis Connoisseur Dispensary

- a. Work collaboratively with HCCC to support students and community residents in Hudson County to benefit from Cannabis legalization.
- b. Provide internship/externship and employment opportunities for students completing HCCC Cannabis courses, when relevant positions become available, beginning within 60 days of retail store opening.
- c. Collaborate with HCCC on Cannabis-related workshops, training programs, and events.
- d. Use Cannabis Connoisseur resources, financial and otherwise, to promote HCCC Cannabis programs as mutually agreed by the parties.

- e. Contribute towards a Cannabis Scholarship Fund annually for students from Hudson County in a mutually agreed manner.

HCCC

- a. Work collaboratively to support students and community residents in Hudson County to benefit from Cannabis legalization.
- b. Offer cannabis education and training programs for students to prepare them for work.
- c. Partner with Cannabis Connoisseur, to plan and offer events for the Hudson County community.
- d. May extend an invitation to be a member of the Cannabis Advisory Board.
- e. Promote jointly sponsored Cannabis-related workshops, training programs and events, and events.

3. Term

The term of this agreement is for the period August 9, 2023 – August 8, 2024. Any continuation beyond the Expiration Date is subject to a new agreement or a written renewal of this MOU. Either party may terminate this Agreement upon providing sixty (60) days' prior written notice to the other party. The termination of this Agreement shall not change Cannabis Connoisseur's obligation to make the contribution to the Cannabis Scholarship Fund set forth above. The termination will be effective at the end of the then current semester in which the termination becomes effective and students then participating in internships/externships shall continue their respective internship/externship until the termination becomes effective.

4. Each Party Responsible for their own Actions

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

5. Fees/Costs

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

6. Provisions and Amendments

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

7. Choice of Law/Dispute Resolution

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

8. Affirmative Action

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

9. Records Retention

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

10. 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 Cannabis Connoisseur:

(Address)

Attention:

As to the College:

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

11. Independent Contractors

The relationship between the parties shall be that of independent contractors, and not as each other's agent, partner, joint venture or other relationship.

Agreed to as of the dates set forth below:

Name
Title
Cannabis Connoisseur

Dr. Christopher M. Reber
President
Hudson County Community College

Date

Date

HEALTHCARE SUPPORT STAFF EXTERNSHIP TRAINING AGREEMENT

This Agreement is entered into on the _____ day of _____, _____ by and between CVS Pharmacy, Inc. a Rhode Island corporation, with offices at One CVS Drive, Woonsocket, RI 02895, on behalf of itself and its operating subsidiaries and affiliates, (“CVS Health”) and _____, with offices at _____ (the “Partner”).

WHEREAS, the Partner has established, as part of its Healthcare Support Staff program, an institutional externship training program (hereinafter referred to as the “Training Program”) which its students (hereinafter referred to individually, as a “Student” and collectively, as the “Students”) may participate, and which requires clinical facilities, equipment, services and tutelage by approved health care practitioners (hereinafter referred to as “Trainers”) to provide this practical experience; and

WHEREAS, CVS Health has the appropriate facilities, equipment, services, and Trainers to provide the necessary practical experience for the benefit of the Students;

NOW THEREFORE, it is agreed by and between the Partner and CVS Health that:

A. The Partner will:

1. Appoint a primary contact (hereinafter the “Partner Coordinator”) at the Partner to coordinate performance of the Partner’s responsibilities hereunder.
2. Provide information regarding dates for period of instruction, in accordance with the Partner calendar and forecasts of Students to be assigned to CVS Health.
3. If requested by CVS Health, ensure that all Students meet current immunization standards as may be necessary to safeguard public health.
4. Authorize the Partner Coordinator to serve as liaison between the Partner and CVS Health to achieve the objectives of the Training Program.
5. Ensure that all Students satisfy state licensure and/or registration requirements and, upon request, provide a copy of the related license and/or registration documentation to CVS Health.
6. Ensure that all Students satisfy CVS Health requirements for individuals to access and train in the pharmacy, including but not limited to, ensure that every Student, prior to the beginning of their training, completes the Student Statement and Acknowledgement Form, Loss Prevention Policy Form, and HIPAA Policy Form hereto attached as Exhibits A, B, and C). Exhibit D shall be provided when multiple campuses are hosting students from the parent company.
7. Provide workers' compensation insurance for Students, to the extent required by law.

B. CVS Health, consistent with its primary obligations to care for its patients and consistent with its available space and facilities will use commercially reasonable efforts to implement the objectives of the Training Program, in cooperation with the Partner, by undertaking the following:

1. Instruction in HealthCare Support Staff skills and knowledge at a CVS Health location in the geographic vicinity of Partner and in accordance with guidelines and objectives of the Training

rogram.

2. Provide information regarding dates for period of instruction, in accordance with the Partner's calendar and forecasts of Students to be assigned to CVS Health.
 3. Completion of records and reports necessary for the conduct and verification of a Student's participation.
 4. Acceptance of Students as recommended by the Partner to be assigned to Trainers of CVS Health.
 5. Provision of existing equipment, facilities, supplies, and services for Students assigned to CVS Health, as may be necessary, in the opinion of CVS Health, to attain the objectives of the Training Program.
- C. No stipend or wages of any kind will be provided to Students. Students will be responsible for their transportation and other expenses, including meals. It is specifically agreed that neither the Partner nor CVS Health shall be responsible for costs or expenditures incurred by the other in the conduct of the Training Program. Moreover, the parties acknowledge and agree that at no point during the term of this Agreement or thereafter shall the Partner provide CVS Health with any monetary consideration in connection with CVS Health's participation in the Training Program.
- D. CVS Health and the Partner agree that no Student shall be an employee or agent of CVS Health and that no Student shall be deemed an employee or agent of CVS Health for any purpose whatsoever. CVS Health and the Partner also agree that CVS Health is not a joint employer of any Student. To the extent that CVS Health is deemed to be an employer of a Student solely based upon the Student's participation in the Training Program at or with CVS Health, to any degree, the Partner shall be responsible for any damages, penalties, attorneys' fees, or fines associated with such a determination, including unpaid wages. The parties acknowledge and agree that CVS Health will in no way be under any legal obligation with respect to the Training Program, by virtue of this Agreement or any other expression, written or otherwise, to hire any Student upon the termination of the Training Program or this Agreement, whichever occurs first. The parties acknowledge and agree that, during the term of this Agreement, in no such event shall a Student displace any current or future employee of CVS Health.
- E. Students and employees of the Partner shall adhere to the rules, regulations, procedures and policies of CVS Health while on CVS Health premises and during the course of instruction in the Training Program, including, but not limited to, rules stated in the Student Statement and Acknowledgement form, Loss Prevention Policy/ Procedures form, and HIPAA Policy/ Procedures form attached hereto as Exhibits A, B, and C. CVS Health shall have the right in its sole discretion to immediately terminate the participation of any Student in the Training Program without any liability in the event that a Student violates any CVS Health rule, regulation, procedure or policy. CVS Health shall notify the designated Partner representative as soon as reasonably possible if such termination occurs. CVS Health reserves the right to take immediate action where expedient to maintain the operation of its facilities free from the disruption, including, but not limited to, cancelling or re-scheduling training sessions and relocating Students to different CVS Health locations without advance notice. CVS Health shall be responsible for its decisions regarding a Student's termination, suspension, or participation in the Training Program at or with CVS Health.
- F. Students shall complete all introductory activities and orientations as deemed necessary by CVS Health. The Partner acknowledges that Students may be required to provide certain personal information, including, but not limited to, date of birth, to access CVS Health's web-based training applications and to

be subjected to any and all background checks and screening deemed required by CVS Health. CVS Health agrees to keep all such information, and any other personally identifiable information confidential and agrees to comply with the requirements of the Family Educational Rights and Privacy Act ("FEERPA"), 20 C.F.R. Part 99 and the New Jersey Administrative Code, N.J.A.C. 6A:32-7.1 et seq.

- G. The Partner shall furnish insurance and keep it in full force and effect at all times during the term of this Agreement (with a five-year tail if claims-based), naming CVS Health Corporation as an additional insured party for all obligations of the Partner to CVS Health hereunder, up to the limits of liability set forth below. The policies shall be underwritten by an insurance company that carries an A- or better rating from A.M. Best. Each policy shall provide that such insurance will be primary insurance with respect to CVS Health Corporation and its subsidiaries and affiliates. The certificate of insurance, which CVS Health may request in writing during the term of this Agreement, shall contain a clause that the insurer will not cancel or implement material adverse changes in the insurance without first giving CVS Health thirty (30) days' prior written notice.
- General Liability Coverage, for personal or bodily injury and property damage, including Broad Form Endorsement, in combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence.
- H. CVS Health agrees to indemnify and hold harmless the Partner, and its officers, directors, employees, faculty, agents, servants, and students with respect to any and all third-party claims, damages, lawsuits, and expenses (including attorneys' fees) against the Partner resulting from omissions or acts of negligence or willful misconduct committed by CVS Health, or any of CVS Health's directors, agents, officers, servants, or employees (except in any such case any Student).
- I. The Partner agrees to indemnify and hold harmless CVS Health, and its officers, directors, employees, agents, and servants with respect to any and all third-party claims, damages, lawsuits, and expenses (including attorney's fees) against CVS Health resulting from omissions or acts of negligence or willful misconduct committed by the Student, the Partner or any of the Partner's directors, agents, officers, faculty, other students, or employees.
- J. The Partner recognizes that the Students, during the period in which the Students are providing services to CVS Health, may gain knowledge of, have access to, or otherwise obtain certain confidential information about CVS Health. Neither the Partner nor its agents, officers, faculty, students (including the Students), or employees shall make copies of, take, distribute, disclose, directly or indirectly, or otherwise use at any time, during the term of this Agreement or thereafter, any such confidential information concerning CVS Health, including, but not limited to, financial, accounting, personnel, statistical, or prescription information, or any process, compilation of information, record or specification, or any information concerning CVS Health's business operations, inventory, products, customers, clients, patients or research and development program (collectively referred to as "CVS Health Confidential Information") without the prior written consent of CVS Health, except as may be necessary in the performance of the duties of the Partner and/or a Student under this Agreement. As part of its duties pursuant to the foregoing, and not by way of limitation, the Partner shall not disclose CVS Health Confidential Information of a CVS Health entity, subsidiary, or affiliate thereof to another CVS Health entity, affiliate, or subsidiary except as explicitly permitted hereunder. The Partner agrees to restrict dissemination of CVS Health Confidential Information to the Partner's personnel and agents, including the Students, on a "need-to-know" basis. All copies of such CVS Health Confidential Information in written, graphic, or other tangible form shall be returned to CVS Health upon request or upon the termination of this Agreement, whichever is sooner. All copies of such CVS Health Confidential

Information in electronic form shall be destroyed upon the written request of CVS Health. All Partner personnel and agents, including the Students, providing services for CVS Health pursuant to this Agreement shall be advised of the confidentiality provisions of this Agreement and shall be required to execute an acknowledgment that they are personally bound by said provisions. The foregoing contractual duties to protect CVS Health Confidential Information are in addition to, and not a substitution for, any greater or additional duties imposed by law. The Partner's obligations in this section shall survive the termination of this Agreement. Notwithstanding anything to the contrary set forth herein, Partner shall be entitled to disclose any information, confidential or otherwise, pursuant to applicable law, including without limitation, New Jersey's Open Public Records Act, as well as any order or requirement of any judicial or governmental authority.

- K. The Partner and CVS Health have non-discriminatory policies. Neither party shall discriminate against any assigned Student or other representative of the other party during the course of the Training Program on the basis of age, religion, race, color, creed, sex, veteran status, national origin, disability, or any other characteristic protected by law. CVS Health agrees to comply with the requirements of New Jersey's Equal Employment Opportunity Language, a copy of which is annexed hereto.
- L. This Agreement shall be governed by the laws of the State of New Jersey without regard to New Jersey's conflicts of laws provisions. All disputes between the parties arising out of, or relating to this Agreement shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey, venued in Hudson County, New Jersey.
- M. Pursuant to N.J.A.C. 17:44-2.2, CVS Health agrees to maintain and have available for audit and inspection, all books, records and documents pertaining to the services provided under this Agreement and shall agree to retain all such books, records and documents for a period of five years from the date of final payment. CVS Health agrees to provide copies of all requested documents to the New Jersey State Comptroller upon request.
- N. Any notices ("Notice") by either party to the other shall be made by registered or certified mail or by overnight courier service, provided that a receipt is required, and mailed to the addresses noted below, which may be changed by either party by written Notice to the other party.

CVS Pharmacy, Inc.
Workforce Initiatives
263 Sedgefield Place Southwest
Ocean Isle Beach, NC 28469
ATTN: Mike Romesburg, Workforce Initiatives Senior Manager

Partner:

- O. This Agreement, together with Declaration of Compliance with COVID-19 Vaccination Requirement and each exhibit (A, B, C, and D), constitutes the entire agreement of the parties to this Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings, and negotiations with respect to the subject matter hereof. This Agreement may be amended by mutual written consent of the parties.
- P. This Agreement shall become effective upon execution by the second signatory hereto and will be effective for a term of three years with the right to renew upon execution of a written amendment or new agreement, either party may terminate this Agreement upon ten (10) days' prior written notice to the other. In the event of any such termination by CVS Health, CVS Health shall use commercially reasonable efforts to allow those Students already participating in the Training Program to complete their assignment at CVS Health.

Executed and acknowledged as the Agreement by an authorized representative of each party:

By: CVS Pharmacy, Inc.

By: _____

Signature

Signature

Name - Print or type

Name - Print or type

Title

Title

* If the Partner has made no changes to this Agreement, please initial here _____

* On the following page, Partner must complete the Partner Name, sign, and date the Declaration of Compliance with COVID-19 Vaccination Requirement, please initial here _____

Last Updated: February 10, 2022

Partner Initials: _____
CVS Health Initials: _____

EXHIBIT A

**STUDENT STATEMENT AND ACKNOWLEDGMENT
FAIR LABOR STANDARDS ACT**

As a Student or Partner Supervisor participating in a training program (the “Training Program”) at CVS Pharmacy, Inc., a Rhode Island company on behalf of its operating subsidiaries and affiliates (“CVS Health”), you are participating in the Training Program for your benefit as part of your education. Although the Training Program includes the actual operation of a CVS Health facility, it is similar to training you would be given in an educational environment. During the Training Program you will work under close supervision of existing staff and will not displace any regular CVS Health employees. **You will not be an employee of CVS Health and are not eligible for any wages or benefits from CVS Health.** At the conclusion of this Training Program, you are not entitled to a job with CVS Health. Further, CVS Health derives no immediate advantage from your participation in the Training Program and on occasion CVS Health’s operations may actually be impeded. CVS Health reserves the right to end your participation in the program at any time with or without notice or cause.

CUSTOMER/PATIENT CONFIDENTIALITY

As a student participating in the Training Program, it is critical that all CVS Health team members (including you) protect and maintain as absolutely confidential CVS Health Confidential Information defined as: (1) personally identifiable information (PII) of customers and protected health information (PHI) of patients that you may have access to, or otherwise become aware of (for example, this includes information relating to prescriptions, diagnoses, therapy, family data, and any other personal information regarding a customer); and (2) all proprietary information relating to the business of CVS Health, including financial data and analyses, trade secrets, intellectual property, technological information and any other information deemed proprietary by CVS Health.

To that end, it is the policy of CVS Health that all members of our team, including you, shall, **at all times**, maintain and protect CVS Health Confidential Information. You shall not use, access, disclose or otherwise discuss CVS Health Confidential Information with other CVS Health team members (including, for example, CVS Pharmacy, Caremark, Coram, Omnicare, or Minute Clinic employees or other student volunteers), personnel or with any person outside of the CVS Health organization except on a need-to-know basis to perform your externship/clerkship training functions. Any third-party requests or inquiries for CVS Health Confidential Information must be directed to your immediate training supervisor. Any questions or concerns regarding this policy should be directed to your immediate training supervisor. You are also required to review, acknowledge, and comply with all CVS Health privacy and security policies and procedures and Code of Conduct, which are described in the employee handbook, a copy of which has been provided to you on or prior to the date thereof, while participating in an externship/clerkship training program at CVS Health.

Adherence to these requirements is a condition of your participation in the Training Program at CVS Health. You should be aware that any unauthorized use, access to or disclosure of customer/patient information may expose you and your Partner to legal claims by customers or their family members for improper disclosure of PII and/or PHI. In addition, anyone who releases, uses, or discloses such information without proper authorization may be subject to civil and/or criminal penalties under state and federal laws.

Please acknowledge your receipt of this statement by signing below and returning the signed original to your supervisor. If you wish, you may have a copy for your reference.

Reviewed and Acknowledged by:

Signature: _____

Print Name: _____ Date: _____

Partner Initials: _____
CVS Health Initials: _____

LOSS PREVENTION POLICY/PROCEDURES

The following guidelines are intended to provide all CVS Health store employees and non-employee interns with important information regarding sales transactions, personal purchases, and general security procedures. These highlight some, but not all, of the company’s loss prevention procedures.

SALES TRANSACTIONS:

Each transaction with a customer must be completed before the next customer is served. This includes receiving the amount tendered, giving the customer their change and receipt, placing the money in the drawer, and closing the drawer. Separate sales, regardless of size, must not be grouped into a single register recording. Each customer must be waited on, in turn, and be issued a receipt. In the event that a customer refuses a receipt, or leaves the exact amount and hurries on, this sale must be recorded immediately and the receipt in both cases must be torn in half and discarded. As a loss prevention measure, CVS Health utilizes a shopping service which visits your store regularly to observe if sales transactions are being rung up properly, and to observe that all register procedures are being followed correctly. As part of your orientation, your Store Manager will review the Shopper Observation report with you. Your Store Manager, District Manager, Field Auditor, and Loss Prevention Representative regularly perform complete or partial audits. These audits include cashing out registers at random and reviewing all detail tapes and register/cashier verifications since the last audit for compliance with register procedure.

PERSONAL PURCHASES:

At no time may you ring up your own purchases. At no time may you leave the store with merchandise that has not been paid for (including processed employee film). All merchandise to be consumed during your work shift, such as beverages, chips, candy, gum, cigarettes, etc., must be purchased prior to its consumption. You must retain the sales receipt from this purchase until the merchandise has been consumed. Personal purchases must be rung by another employee. The bag of merchandise must be stapled closed with the receipt attached and must be retained in the Manager’s office until the end of your work shift. Merchandise purchased with an employee discount is for the personal consumption of the employee or the employee’s immediate family. Discount cards are to be used only by the employee or the employee’s spouse. The merchandise may not be resold. (Note: interns will not have the employee discount card.)

GENERAL SECURITY PROCEDURES:

Any bags of merchandise from other stores that you bring to work must be stapled closed and retained in the Manager’s office until the end of your work shift. All handbags must be secured in your assigned locker. Merchandise for which you have not paid may not be stored in your locker. Pocketbooks, gym bags, etc., which do not fit in your locker, must be retained in the Manager’s office until the end of your work shift. All merchandise removed from the store must be in a bag and stapled closed with a receipt attached. CVS Health reserves the right to inspect all packages, pocketbooks, bags, etc., at the time you leave the store. Lockers and locks remain company property, and CVS Health reserves the right to inspect locker contents at any time. Only a company-issued lock should be used on your assigned locker.

Please acknowledge your receipt of the Loss Prevention Policy/Procedure statement by signing below. If you wish, you may have a copy for your reference.

Reviewed and Acknowledged by:

Signature: _____

Print Name: _____ Date: _____

Partner Initials: _____
CVS Health Initials: _____

HIPAA POLICY/ PROCEDURES

Federal lawmakers enacted the **Health Insurance Portability and Accountability Act** (HIPAA) to better safeguard the privacy of patient records or “Protected Health Information” (PHI). This communication is designed to help you better understand how HIPAA impacts our operations as a healthcare provider, our customers, and all CVS colleagues.

THE NEED FOR HIPAA

As more and more healthcare providers use electronic means to transmit health care information, there have been increasing concerns regarding the privacy of information in this process. As a result, HIPAA defines how healthcare providers such as pharmacies, hospitals, insurers, and physician’s offices are permitted to handle and transmit healthcare information. HIPAA provides a set of minimum standards for protection of patient privacy. It is important to note that some state laws may provide for an even greater level of protection.

CVS and PRIVACY

Protecting the health information of our customers has always been our highest priority at CVS/pharmacy. As a healthcare provider, we recognize our responsibility to safeguard health information and have very clear guidelines to help CVS colleagues protect customer privacy.

(Refer to the confidentiality section in “Your Guide to CVS” for more information about these guidelines.)

CVS/pharmacy has created a Privacy Office to help provide guidance to all CVS colleagues. The Privacy Office will work to make HIPAA compliance as easy as possible for everyone at CVS/pharmacy.

CVS and HIPAA

HIPAA requires healthcare providers to implement policies and procedures to limit access to Protected Health Information (PHI) only to individuals who require access (such as our pharmacy staff) and only the minimum necessary amount of PHI to perform essential job functions. CVS/pharmacy has comprehensive policies and procedures in place to address these requirements.

Under HIPAA’s Privacy Standards, CVS/pharmacy may use PHI to operate as a healthcare provider including use for treatment (*e.g., counseling a patient about a prescription*), payment (*e.g., submitting a claim to a Third-Party Plan*), and healthcare operations (*e.g., Loss Prevention activities*).

In addition, HIPAA requires healthcare providers to supply patients with a Notice of Privacy Practices. The notice informs customers how CVS/pharmacy uses and discloses PHI, as well the customer’s rights and responsibilities under HIPAA. At CVS/pharmacy, this notice will be provided to all pharmacy customers when they receive their prescriptions and will also be posted in the pharmacy area.

HIPAA also requires that pharmacies make a good faith effort to have their customers acknowledge receipt of this notice.

HIPAA SECURITY

CVS colleagues must work in a secure manner. When working with PHI, or other confidential information, CVS colleagues should NOT: discuss it in public places; disclose or allow access to it by unauthorized individuals; send it via public e-mail or Internet; store it on home or public computers; display personal passwords for easy retrieval or share personal passwords. Colleagues should adopt a “clean desk” policy by locking up confidential data and properly destroying and disposing of confidential documents and/or magnetic media when no longer needed. Colleagues should also use caution when faxing confidential information. The following is in place at CVS/pharmacy to ensure HIPAA Security compliance:

Security reminders (*e.g., messages displayed when logging onto computers*)

Protection from malicious software (*e.g., use of anti-virus software*)

Log-in monitoring

Personal password management (*e.g., periodic password expiration and re-set*)

HIPAA COMPLIANCE

PATIENT RIGHTS

HIPAA also gives patients an array of important rights including:

- Right to obtain a written copy of CVS' Notice of Privacy Practices
- Right to obtain a copy of their designated record set of PHI pharmacy records
- Right to request an amendment to their health record
- Right to obtain an accounting of disclosures of PHI
- Right to request a restriction of use and disclosures of PHI
- Right to file a complaint regarding handling of PHI
- Right to authorize that PHI be used or disclosed for purposes other than treatment, payment, or healthcare operations (TPO)

The Privacy Office will support our stores when patients exercise these rights.

UNDERSTANDING HIPAA

HIPAA requires pharmacies to train all members of their workforce on the policies and procedures with respect to Protected Health Information (PHI). It is important to note that the training requirement applies to anyone who works for CVS/pharmacy. This includes employees, trainees, pharmacy participants, even individuals who help out as part of a job shadow or career day.

To address the training requirement, this brochure, which outlines CVS/pharmacy's obligations and commitment to protect our patient's health information, is provided to all employees. Additional training is required and available for employees who access PHI as part of their primary job function (*e.g., pharmacy staff members; personnel in the Privacy Office*).

HIPAA COMPLIANCE

It is critical that all employees understand CVS/pharmacy's obligations under the HIPAA Privacy Standards and keep them in mind at all times! Under HIPAA, individuals and companies can be subject to legal sanctions, including monetary fines for noncompliance. More importantly, compliance with the Privacy Standards under HIPAA is the right thing to do for our customers and for CVS/pharmacy.

For more information or to obtain a copy of our Notice of Privacy Practices

Visit the HIPAA site on CVS/RxNet or Contact the CVS/pharmacy Privacy Office:

Phone
(800) 287-2414
Fax
(401) 652-1593
Mail
Privacy Office
CVS Corporation
1 CVS Drive
Woonsocket, RI 02895

EXHIBIT D

(ONLY APPLICABLE FOR PARTNERS / AGENCIES WITH MULTIPLE LOCATIONS)

PLEASE LIST ALL LOCATIONS (Campus/Branch Name & Full Address)

POINT OF CONTACT (Name, phone, & email)

**AGREEMENT BETWEEN HUDSON
COUNTY COMMUNITY COLLEGE
AND
NUTLEY BOARD OF
EDUCATION FOR THE
DELIVERY OF CULINARY ARTS
INSTRUCTION
FOR ACADEMIC YEAR 2023-24**



This Agreement between the Hudson County Community College (HCCC) and the Nutley Board of Education (NBOE) is for the purposes of HCCC providing instruction in selected courses for high school students enrolled in Nutley High School (NHS). NHS students enrolled in HCCC classes will have the opportunity to earn HCCC credits for selected college courses taught by their approved high school instructors during 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 Dean responsible for that subject area prior to the commencement of instruction.
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 HCCC supervisor(s). HCCC reserves the right to remove approvals of NHS instructors who do not meet HCCC standards of instruction.

Provision for Alternate Scheduling and Registration

Instruction for each approved course on NHS 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 NHS, provided that all selected students meet all course pre-and-co-requisites of NHS and HCCC. NHS will select students who demonstrate a proficiency for college-level work and a reasonable chance for successful completion.
2. Participating students must complete the HCCC Early College online application and

student agreement form within the time frames established by HCCC. NHS 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.

3. 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.
4. HCCC and NBOE 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 (2023-2024)

Selected students may enroll in the following courses to be offered during the 2023-24 academic year.

- Culinary for Hospitality – HMT 104 (3 Credits)
- Production Kitchen Skills I – CAI 117 (2 Credits)

Fiscal Arrangement

- A. HCCC shall directly invoice students for participating tuition in accordance with the following charges and terms for the 2023-24 academic year:
 1. For courses taught by approved high school instructors during the school day as part of their regular teaching responsibilities, students will be required to pay HCCC tuition of \$38.75 per credit. A student's failure to timely pay an invoice may result in students being prohibited from registering for future classes, holds on grades and transcripts, and the possible referral of the invoice for collection.
- B. 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 students 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.

Terms of Contract

This Agreement shall be effective as of September 1, 2023 and shall run through June 30, 2024 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
Nutley Board of Education

Date