

HUDSON COUNTY COMMUNITY COLLEGE
Mary T. Norton Room
70 Sip Avenue
Jersey City, NJ 07306

Regular Meeting – Board of Trustees
Tuesday, April 13, 2021
5:00 P.M., Via Zoom

Download the Zoom app onto a PC, Mac, iPad, iPhone, or Android device. Only members of the public who download the Zoom app and join from a computer or mobile device will be able to participate during the *Comments from the Public* portion of the meeting.

Members of the public may visit the following link and join the Zoom Meeting Webinar via Audio-only.

Video functionality is only turned on for Members of the Hudson County Community College Board of Trustees and staff as needed.

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Please note that members of the public who dial-in by telephone will not have the ability to speak during *Comments from the Public* and will be in listen mode only.

All microphones for public participants are muted except during the *Comments from the Public* portion of the meeting. If you wish to make comments, use the "*Raise Hand*" notification icon at the bottom of the screen. When you hear your name announced, you may address the Board. After the speaker's time ends, their microphone will be muted to allow others the opportunity to address the Board. Each speaker will participate via audio-only.

AGENDA

I. CALL TO ORDER - FLAG SALUTE

Mr. Netchert

II. ROLL CALL AND RECOGNITION OF VISITORS

Trustees:

Koral Booth – Student Alumni Representative

Joseph Doria

Karen Fahrenholz, Secretary/Treasurer

Adamarys Galvin

Pamela Gardner

Roberta Kenny

Bakari Lee, Vice Chair

William Netchert, Chair

Jeanette Peña

Christopher Reber, President

Silvia Rodriguez

Harold Stahl

- III. COMMENTS FROM THE PUBLIC** *Mr. Netchert*
- IV. CLOSED SESSION** *(The Board of Trustees will determine whether there is a need to go into closed session at the beginning of the meeting. If there is such a determination, an announcement will be made as to where the session will be placed on the agenda.)*
- V. REPORTS**
1. *Student Government Association President's Report* *Mr. Rodriguez*
 2. *All College Council President's Report* *Ms. Drew*
 3. *President's Report* *Dr. Reber*
- VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS** *Dr. Reber*
1. *Minutes of Previous Meetings*
 2. *Gifts, Grants, and Contracts*
- VII. FISCAL, ADMINISTRATIVE, LEASE, AND CAPITAL RECOMMENDATIONS** *Dr. Reber*
- VIII. PERSONNEL RECOMMENDATIONS** *Dr. Reber*
- IX. ACADEMIC AND STUDENT AFFAIRS RECOMMENDATIONS** *Dr. Reber*
- X. NEW BUSINESS** *Mr. Netchert*
- XI. ADJOURNMENT** *Mr. Netchert*

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
April 13, 2021**

CALL TO ORDER

I. FLAG SALUTE

II. ROLL CALL AND RECOGNITION OF VISITORS

Trustees:

Koral Booth, Student Alumni Representative, ex officio

Joseph Doria

Karen Fahrenholz, Secretary/Treasurer

Adamarys Galvin

Pamela Gardner

Roberta Kenny

Bakari Lee, Vice Chair

William Netchert, Chair

Jeanette Peña

Christopher Reber - President, ex officio

Silvia Rodriguez

Harold Stahl

In accordance with the Open Public Meetings Act, and due to the State of Emergency regarding COVID-19, this Meeting of the Hudson County Community College Board of Trustees will be conducted via Zoom Meeting Webinar. A notice of the meeting of the Board of Trustees was transmitted to all Board members; advertised in The Jersey Journal and The Star Ledger; filed with each Office of the Hudson County Municipal Clerks; and posted on the Public Bulletin Boards of Hudson County Community College at 70 Sip Avenue, Jersey City, New Jersey, and at the North Hudson Campus, Union City, New Jersey, stating the date, time and place of said meeting.

MEETING INTRODUCTION

This meeting is called in conformance with the Open Public Meetings Act. Members of the public will now have an opportunity to address the Board of Trustees. Comments of each person will be limited to five minutes, including all responses. A member of the public may not provide any portion of his/her five-minute allotment to any other member of the public. Please be aware that the purpose of the public portion of the meeting is for the public to express any ideas, concerns or issues they may have concerning Hudson County Community College. Questions raised to the Board during the public comment period may be referred to the appropriate administrative person(s) at the College for response at a later time.

Any public comments made to the Board, which the Board considers obscene, harassing, or meant to incite, will be prevented by the Board. The person making these remarks may be required to relinquish the remaining time allotted to speak and will be asked to leave the Board of Trustees meeting. Public comments or questions are open to any matters over which the Board has purview and jurisdiction.

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
April 13, 2021**

III. COMMENTS FROM THE PUBLIC

If you wish to make comments, use the "*Raise Hand*" notification icon at the bottom of the screen. When you hear your name announced, you may address the Board. After the speaker's time ends, their microphone will be muted to allow others the opportunity to address the Board. Each speaker will participate via audio-only.

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
April 13, 2021**

IV. CLOSED SESSION

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
April 13, 2021**

V. REPORTS

1. *Student Government Association President's Report*
2. *All College Council President's Report*
3. *President's Report*

ATD Coaches: Dr. Mary Fifield and Dr. Rene Garcia

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
April 13, 2021**

VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS

1. MINUTES OF PREVIOUS MEETING

The Minutes of the Regular Meeting of March 9, 2021 are herewith submitted to the Board Trustees for approval. (Attachment A)

Recommendation:

It is the recommendation of the President that the Board of Trustees accept the Minutes of the Regular Meeting of March 9, 2021.

2. GIFTS, GRANTS, AND CONTRACTS REPORT

Hudson County Community College has received the following grants:

TITLE: Perkins V – Strengthening Career and Technical Education for the 21st Century Act

AGENCY: New Jersey Department of Education

PURPOSE OF GRANT: HCCC received notice of our FY'21 allocation to be utilized for direct instructional support for HCCC CTE programs.

COLLEGE ADMINISTRATOR: Nydia James

COLLEGE CONTRIBUTION: \$0

AWARD AMOUNT: \$1,030,207.00

*TITLE: Strengthening Community College and Workforce Partnerships in Construction Management
Award Number (FAIN): 2055313*

Award Period of Performance: September 1, 2021 – August 31, 2024

Awarding Agency: National Science Foundation (NSF)

PURPOSE OF GRANT: The primary objectives of this grant are to develop structured partnerships with local employers, seek to develop a strong advisory board to ensure the rigor and relevance of the Construction Management program, and provide recommendations to update the program as needed.

COLLEGE ADMINISTRATORS: Azhar Mahmood

COLLEGE CONTRIBUTION: \$0

AWARD AMOUNT: \$ 298,806.00; IN-KIND: \$0

RESOLUTION:

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees accept Item VI., Regular Monthly Reports and Recommendations 1-2.

INTRODUCED BY:

SECONDED BY:

DATE:

April 13, 2021

- Doria, Joseph*
- Fahrenholz, Karen*
- Galvin, Adamarys*
- Gardner, Pamela*
- Kenny, Roberta*
- Lee, Bakari*
- Peña, Jeanette*
- Rodriguez, Silvia*
- Stahl, Harold*
- Netchert, William, Chair*

_____ Aye

_____ Nay

ATTACHMENT A
ITEM VI - Minutes of Previous Meeting
 Minutes
 Regular Meeting
 3-9-21

HUDSON COUNTY COMMUNITY COLLEGE
Board of Trustees Meeting
Remote Participation via Zoom
5:00 P.M.

REGULAR MEETING – BOARD OF TRUSTEES
March 9, 2021

MINUTES

PRESENT: *Koral Booth, Student Alumni Representative (ex officio); Joseph Doria; Karen Fahrenheitz; Adamarys Galvin; Pamela Gardner; Roberta Kenny; Bakari Lee; William Netchert; Christopher Reber (ex officio); Silvia Rodriguez; and Harold Stahl*

Counsel to the Board: David Blank, Esq. for Scarinci & Hollenbeck

ABSENT: *Jeanette Peña*

I. CALL TO ORDER - FLAG SALUTE

II. ROLL CALL

III. COMMENTS FROM THE PUBLIC – *There were no comments from the public.*

IV. CLOSED SESSION – *No Closed Session*

V. REPORTS

1. Student Government Association President's Report

Student Government Association President Christian Rodriguez offered the following report.

Good evening Trustees, Dr. Reber, faculty, students and guests. It is my honor to continue to provide a report as the SGA President.

Last Tuesday, HCCC initiated a virtual meeting with most of the SGAs and SGA Advisors within New Jersey's Community College system. We had over 60 people in attendance! Each school took a moment to introduce itself and discuss the projects/initiatives we were all working on. We learned a lot from each other and now plan on meeting bi-weekly as a collective body to discuss SGA related topics and to determine how we can better assist our respective students.

During our next meeting, we will be discussing club involvement/involvement fairs, hosting elections, and non-traditional student involvement. This is the beginning of an amazing opportunity that we hope to continue.

We are also considering how, as a collective body, we can do something for Earth Day 2021, such as hosting clean ups in our individual counties. We also discussed the potential to team up and provide support for various legislative needs. HCCC is looking to pitch this to all of the SGA E-Boards at the next meeting, and we will report back.

HCCC's SGA released its first podcast episode! In this first episode, we discussed support services for students and answered questions. Podcasts will be scheduled bi-weekly and will serve as our way of letting students know what we have been up to. We

will also theme our episodes depending on the holidays/months and use them as a fun way to inform students.

The SGA was honored to host its first *SGA Table Talk* on February 24th, which allowed us to meet with the student body and answer their questions live. It was a great event at which we asked students to share their experiences thus far. Across the board, students shared the great experiences they were having at HCCC and how thankful they were for the many support systems, especially the Financial Aid staff who are so helpful and responsive. We are hosting our next *Table Talk* on March 18th and hope it will allow us to hear even more student perspectives, allowing each student to have their voice heard.

We are still working hard on our initiatives that I reported on in the past and plan on releasing more information soon. Another recent initiative that we discussed as a group was to connect with our Admissions team to visit high schools and perhaps their college fairs virtually. We would like to break the stigma that community colleges sometimes have and inform high school students of the multiple benefits they provide. One benefit, in particular, is the CCOG grant, which makes it possible for students to attend HCCC for free.

Thank you for your time. I will be happy to answer any questions or accept any ideas you may have.

2. *All College Council President's Report*

All College Council President Lauren Drew offered the following report.

Since my last report, the ACC held its February General Meeting. At this meeting, I reported out on behalf of the Subcommittee on Charter Review based on the research and work we have done to date. We hope to be wrapping up our work and bringing more formal recommendations for discussion at the March General Meeting. Our overall aims are to strengthen communication and to continue increasing participation in the ACC.

The Standing Committees are continuing their good work on a wide array of initiatives.

The Space and Facilities Committee is piloting new, more accessible classroom furniture.

The Technology Committee is developing streamlined processes for getting the right technology into the hands of students that need it.

The Development and Planning Committee is brainstorming ideas for virtual fundraising.

The Student Affairs Committee is continuing its work on the Children on Campus policy, hoping to update the policy to be more inclusive and welcoming to student parents. They are in the process of collecting feedback from the SGA and PACDEI.

The Academic Affairs Committee is reviewing the Academic Integrity statement to make sure that it is clear and comprehensive in considering new learning modalities.

Finally, the College Life Committee held a successful virtual Paint & Sip event last week in collaboration with the Office of Student Life and Leadership. They have also worked with HR on an employee discounts program, continuing Steps to Wellness, and a Professional Development Day that will be held at the end of May.

That concludes my report. If there are any questions, please let me know.

3. *President's Report*

President Reber offered the following remarks.

Good evening Trustees, colleagues, students and guests. It's a pleasure to be with you today.

Lauren and Christian, thanks for your remarks and your leadership.

On Friday, February 26, we were honored to host Governor Phil Murphy at Hudson County Community College. As you are aware, Governor Murphy chose HCCC to be the venue for signing the Community College Opportunity Grant legislation passed recently by New Jersey's Senate and Assembly. The signing of this bill makes CCOG a permanently funded financial aid program for New Jersey community college students, and that is exceedingly good news for current and future Hudson County Community College students. We are proud that HCCC offers the most CCOG dollars to the largest number of students in New Jersey.

HCCC student and CCOG recipient, Suleiny Rodriguez, introduced the Governor. Suleiny had also spoken about CCOG with legislators at the recent ACCT National Legislative Summit. In both venues, her remarks were beautiful and inspirational. Many elected officials, and local and statewide leaders, joined our HCCC contingent of trustees, students, faculty and staff for the signing ceremony. We thank Trustee Pamela Gardner for representing the Trustees at this milestone event.

Two weeks ago, a team of 28 students, faculty and staff attended the national conference of *Achieving the Dream*. We were delighted that six faculty and five students joined our Hudson team at the virtual conference. We celebrated our own Pedro Moranchel, Jr., an HCCC Physics major and member of Phi Theta Kappa, who was selected to participate in the 2021 DREAM Scholars program.

Pedro is one of just eight students nationally to have been honored in this way. Pedro spoke eloquently in several conference sessions attended by thousands of community college students, faculty and staff from around the nation and world. We are exceedingly proud of Pedro's achievements and his outstanding representation of HCCC at the conference.

Also attending the DREAM Conference was HCCC Liberal Arts major, and Peer Leader, Tyler Sarmiento. Tyler is a member of our HCCC Student Success Committee, or DREAM Team. This was Tyler's second DREAM Conference.

I've asked Pedro and Tyler to speak today about their experiences at the conference and in our student success work. We'll begin with Pedro, followed by Tyler.

Pedro Moranchel offered the following remarks.

Thank you so much, President Reber. Hello everyone. I hope everyone is having a lovely day. My name is Pedro Moranchel and I study Physics at Hudson County Community College. I also have aspirations of studying mathematics when I transfer.

Attending the 2021 DREAM Conference as a DREAM Scholar was an event, admittedly, that I'm still reeling from. It was invigorating to be able to have conversations about advocacy for community colleges on a national scale. One of the experiences at the conference that I was impressed by was our Design Planning Workshop, which reviewed different aspects of design for aiding communities. Another thing I learned was evolving and involving your ideas and not leaving them only to be static once they are completed.

The whole idea is to continuously change and use that change. During my time at Hudson, I have absolutely felt our College environment provided that for me.

As an individual, and to affect my community, some of the conversations would be: What can we do for STEM students, especially minority STEM students all the way to PTK, or what would we need to help first semester students? I can undoubtedly say that Hudson County Community College has changed my life. HCCC has so much potential to serve others. I want everyone to think about the evolution of what we can bring in. Constantly being able to change our ideas for the betterment of our community, whether it be how we market our services to our students, or how we connect to high schoolers and amplify different parts of the community. There is always a means to do that and I am thankful that Hudson has provided that for me. I can't wait to have those discussions with all of you. Thank you.

President Reber resumed his remarks.

Thank you so much, Pedro.

Next, we welcome Tyler, who is speaking to us from our brand new Student Center.

Tyler Sarmiento offered the following remarks.

Good Evening, my name is Tyler Sarmiento. I am a Peer Leader here at the College. It's been nearly two years since I enrolled in 2019.

My experience here helping others and connecting with students at events and gatherings has been an amazing opportunity. I support my community and connect with a network of scholars who are as hungry as I am for knowledge.

I gathered my thoughts on countless events in the past, and one stood out: "*How to set the stage and foundation for my career as an educator and as someone invested in my community.*" That being the *Achieving the Dream* initiative, which I was introduced to last year when I attended the ATD Conference in Maryland with other peer leaders and scholars in the program.

I was given the opportunity to listen and engage in conversations regarding student services and retaining student enrollment at institutions at a community level. Although I am still far from serving my community at this level of my career and education, I was glad that I was able to engage in conversations. It has shaped the foundation for my future and put me on the path for greater success.

This year, I continued to be engaged with ATD and attended the DREAM Conference. One message that stood out for me was the way I viewed community college as a whole. *How can we connect with the public and reach the audience of scholars to provide quality education? And what is the message that we give out to the public – that message would be that "Hudson is Home."*

President Reber resumed his remarks.

Thanks so much, Pedro and Tyler!

You inspire us all!

Next week, we look forward to this year's second virtual campus visit of our ATD Coaches, Dr. Mary Fifield and Dr. Rene Garcia. We will invite them to join us again at an upcoming meeting of the Board of Trustees to discuss the status and progress of our student success initiatives across the College.

As you are aware, today's agenda includes HCCC's proposed FY 2022 budget that continues a commitment to keeping tuition and fees level for a second consecutive year. Although we are in a time of significant financial challenge, we know this is the right thing to do. Trustees, thank you for your leadership and support of integrity and fairness in our budgeting process, and everything we do at HCCC. I thank Vice President for Business and Finance Veronica Zeichner and her team for their leadership of our budget planning process and stewardship of our financial resources.

We were pleased to announce last week that four Hudson County Community College students have been named semifinalists for the prestigious 2021 Jack Kent Cooke Foundation Undergraduate Transfer Scholarship. We congratulate Adoum Allamine, Gerardo Leal, Pedro Moranchel, and Sofia Pazmino. Recipients will be named in April. Semifinalists and recipients are selected based on their exceptional academic ability and achievement, financial need, leadership, persistence, and service.

Jack Kent Cooke Scholarship recipients receive financial support for the full cost of attendance at four-year and graduate institutions, comprehensive educational advising, opportunities for internships, study abroad, graduate school funding, and access to a network of over 2,800 fellow Cooke scholars and alumni. Proudly, Hudson County Community College students were among just 50 national recipients of the Scholarship in each of the past two years – Sarra Hayoune in 2019 and Abdella Amrhar in 2020. And nine HCCC students have been named semifinalists since 2019. We congratulate our students and thank Phi Theta Kappa Chapter Advisor Ted Lai for his exceptional support and mentorship of these and so many of our students.

Trustees, on that happy note, this concludes my remarks.

As always, I would be happy to entertain any questions or comments you might have.

Trustee Lee offered the following remarks.

I would like to recognize Christian, Pedro and Tyler for their outstanding comments today. You guys have done a fantastic job! It can be very difficult to appear before the Board, particularly in front of all these people. You young gentlemen have represented yourselves and your fellow students superbly. Hudson is made all the greater by the examples that you set, so we're honored to be affiliated with you, and commend you for what you have done for yourselves and for this college.

VI. REGULAR MONTHLY REPORTS AND RECOMMENDATIONS

1. *Minutes of the Regular Meeting of February 16, 2021*
2. *Gifts, Grants, and Contracts Report – No Grant Report*

Introduced by: Bakari Lee

Seconded by: Pamela Gardner

9 Ayes.....0 Nays

Resolution Adopted

VII. FISCAL, ADMINISTRATIVE, LEASE, AND CAPITAL RECOMMENDATIONS 1-6

1. *Resolution Authorizing Approval to Develop Property in the Journal Square Area for Permanent Use by Hudson County Community College (Chapter 12);*
2. *Resolution Authorizing Purchase of Ceiling Microphones to be Funded by Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant;*

3. *Resolution Authorizing Agreement Between TNG and Hudson County Community College for the Structural Review of HCCC's Policy and Procedures on Sexual Harassment and Title IX;*
4. *Resolution Authorizing Name Change from Student Activity Fee to Student Life Fee;*
5. *Resolution Approving FY 2022 Tuition and Fee Policy for Students Enrolled in the Year Up New York/New Jersey Program;*
6. *Resolution Approving 2022 Operating Budget.*

Introduced by: Bakari Lee
 Seconded by: Joseph Doria
 9 Ayes.....0 Nays Resolution Adopted

VIII. PERSONNEL RECOMMENDATIONS 1-5

1. RESIGNATIONS

First Name	Last Name	Title	Effective Date
Clara A.	Angel	Secretary/TFT Coordinator, Continuing Education and Workforce Development	February 26, 2021
Colin	Moore	PC Technician	February 25, 2021

RECOMMENDATION: *The President, Administration and Personnel Committee recommend that the Board of Trustees approve the Resignations above as Personnel Recommendation Item No. 1.*

2. APPOINTMENT OF STAFF

First Name	Last Name	Title	Effective Date	Annual Salary
Qua'fayshia	Ransom	Coordinator, Continuing Education and Workforce Development	March 10, 2021	\$40,000

RECOMMENDATION: *The President, Administration and Personnel Committee recommend that the Board of Trustees approve the Appointment of Staff above as Personnel Recommendation Item No.2.*

3. APPOINTMENT OF TEMPORARY FULL-TIME STAFF THROUGH JUNE 30, 2021

First Name	Last Name	Title	Effective Date	Annual Salary
Robert	Kahn	Interim Executive Director, Center for Online Learning	March 10, 2021	\$95,000

RECOMMENDATION: *The President, Administration and Personnel Committee recommend that the Board of Trustees approve the Appointment of Temporary Full-Time Staff above as Personnel Recommendation Item No. 3.*

4. AUTHORIZATION OF PART-TIME STAFF THROUGH MARCH 2022, AS NEEDED

First Name	Last Name	Department	Title	Position ID	Supervisor
Candice	Peterson	Academic Affairs	PT Office Assistant	OFFAST- 101014	Darryl Jones

Amreen	Fatima	Accessibility Services	Notetaker/ Reader	READER- 150525	Karine Davis
Mary	Machado	Accessibility Services	Notetaker/ Reader	READER- 150525	Karine Davis
Mauricio	Aguirre	Continuing Education and Workforce Development	PT Instructor	PTINST- 103005	Catherina Mirasol
Anass	Ennasraoui	Continuing Education and Workforce Development	PT Tutor	103005	Catherina Mirasol
Yvon	Groeneveldt	Continuing Education and Workforce Development	PT Tutor	103005	Catherina Mirasol
Brianna	Heim	Continuing Education and Workforce Development	Customer Service Assistant	CSTAST-102010	Catherina Mirasol
Muhammad	Khan	Continuing Education and Workforce Development	PT Instructor	PTINST- 103005 and 102010	Catherina Mirasol
Lilian	Martinez	Continuing Education and Workforce Development	Customer Service Assistant	CSTAST-102010	Catherina Mirasol
Ridhdhi	Shah	Continuing Education and Workforce Development	PT Coordinator	PTCOORD- 102010	Catherina Mirasol
Tytianna	Jackson	Educational Opportunity Fund	PT Office Assistant	OFFAST-603001	Jose Lowe
Keiry	Hernandez	Student Life and Leadership	Student Center Assistant	701000-505455	Veronica Gerosimo
Atrell	Johnson	Student Life and Leadership	Student Center Assistant	701000-505455	Veronica Gerosimo
Elianny	Severino	Testing and Assessment	Testing Assistant/ Proctor	200530	Darlery Franco

RECOMMENDATION: The President, Administration and Personnel Committee recommend that the Board of Trustees approve the Authorization of Part-Time Staff listed above, as Needed, as Personnel Recommendation Item No. 4.

5. MODIFICATION TO STAFFING TABLE

Current Approved Title	New Title/ Deleted Title (if applicable)	Incumbent (If applicable)	Salary Adjustment (If applicable)	Effective Date
New Title	Director, Hudson Helps Resource Center (Grant-funded)	New Title	Grant-funded	March 10, 2021

RECOMMENDATION: The President, Administration and Personnel Committee recommend that the Board of Trustees approve the Modification to the Staffing Table listed above as Personnel Recommendation Item No 5.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees approve the recommendations of the President, Administration and Personnel Committee as outlined above in **Item VIII., Personnel Recommendations 1-5.**

1) Resignations; 2) Appointment of Staff; 3) Appointment of Temporary Full-Time Staff Through June 30, 2021; 4) Authorization of Part-Time Staff Through March 2022, as needed; and 5) Modifications to Staffing Table.

Introduced by: Karen Fahrenholz
Seconded by: Silvia Rodriguez
9 Ayes.....0 Nays Resolution Adopted

IX. ACADEMIC AND STUDENT AFFAIRS RECOMMENDATIONS 1-3

1. Resolution Authorizing Agreement Renewal Between Hudson County Community College and Jersey City Board of Education
2. Resolution Authorizing Agreement Between Hudson County Community College and Alaris Health at The Fountains
3. Resolution Authorizing Affiliation Agreement Between Hudson County Community College and Alaris Health at Hamilton Park for Clinical Experiences for the Practical Nursing and Registered Nursing Programs.

Introduced by: Pamela Gardner
Seconded by: Karen Fahrenholz
9 Ayes.....0 Nays Resolution Adopted

X. NEW BUSINESS – No New Business

XI. ADJOURNMENT 5:34 P.M.

Introduced by: Joseph Doria
Seconded by: Karen Fahrenholz
9 Ayes.....0 Nays Resolution Adopted

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
April 13, 2021**

VII. FISCAL, ADMINISTRATIVE, LEASE, AND CAPITAL RECOMMENDATIONS

1. Resolution to Approve the Installation of Data Ports in the Library Building, STEM Building, and North Hudson Campus to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant

WHEREAS, Hudson County Community College ("College") requires the services of a licensed electrician to install data ports in Library Building, STEM Building, and North Hudson Campus; and,

WHEREAS, these data ports will help correct issues affecting students' remote class experiences; and,

WHEREAS, the College has an existing time and materials contract for electrical services with Sal Electric Company, Inc. ("Sal Electric"); and,

WHEREAS, Sal Electric submitted a proposal to install data ports at a cost not to exceed \$10,360; and,

WHEREAS, the cost of these services will be funded from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; and,

WHEREAS, the Administration and Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the proposal from Sal Electric of Jersey City, New Jersey, to perform the work as described herein at a cost not to exceed \$10,360.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the Administration to take all steps necessary to effectuate the terms of this resolution.

2. Resolution Authorizing Purchase of Laptops and Docking Stations for the Library to be funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant

WHEREAS, due to COVID-19, Hudson County Community College ("College") has an immediate need to purchase one hundred (100) laptops and docking stations to be utilized within the library, and to be available for loan to students, faculty, and staff to allow for social distancing, hybrid, and remote instruction during the COVID-19 pandemic, and to support future online instruction; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.6, the College may award a contract without public advertising for bids when an emergency affecting the health, safety or welfare of occupants of college property requires the immediate delivery of the materials or supplies or the performance of the work; and,

WHEREAS, Sharp Business Systems submitted a proposal for the laptops and docking stations at a cost not to exceed \$143,400; and,

WHEREAS, the cost of these services will be funded from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; and,

WHEREAS, the Administration and Finance Committee recommend this purchase;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community

College award a contract to Sharp Business Systems of Montvale, New Jersey, to provide the computers as described herein at a cost not to exceed \$143,400.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the Administration to take all steps necessary to effectuate the terms of this resolution.

3. Resolution to Approve the Installation of Magnetic Door Locks to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant

WHEREAS, to assist with COVID-19 precautions, Hudson County Community College ("College") requires the installation of magnetic door locks on two interconnecting doors between the STEM Building and 870 Bergen Avenue to allow remote control of the locking of the doors and enable socially distanced temperature checks for students traveling between the buildings; and,

WHEREAS, the College requires the services of a licensed electrician to install the magnetic door locks; and,

WHEREAS, the College has an existing time and materials contract for electrical services with Sal Electric Company, Inc. ("Sal Electric"); and,

WHEREAS, Sal Electric submitted a proposal to install magnetic door locks at a cost not to exceed \$16,660; and,

WHEREAS, the cost of these services will be funded from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; and,

WHEREAS, the Administration and Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the proposal from Sal Electric of Jersey City, New Jersey, to perform the work as described herein at a cost not to exceed \$16,660.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the Administration to take all steps necessary to effectuate the terms of this resolution.

4. Resolution Authorizing Purchase of Demountable Partitions for an Adjunct Office to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant

WHEREAS, due to COVID-19, Hudson County Community College ("College") needs to create an adjunct office in the STEM Building in order to maintain social distancing; and,

WHEREAS, the College has determined that the most economical and efficient way to create the adjunct office is through the use of demountable partitions; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.9, the College may, without public advertisement, purchase goods and/or services through State Contracts; and,

WHEREAS, Commercial Furniture Interiors (NJ State Contract#: A81705) submitted a proposal for the delivery and installation of demountable partitions at a cost not to exceed \$10,162; and,

WHEREAS, the cost of these services will be funded from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; and,

WHEREAS, the Administration and Finance Committee recommend this purchase;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community

College award a contract to Commercial Furniture Interiors of Mountainside, New Jersey, to provide demountable partitions as described herein at a cost not to exceed \$10,162.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the Administration to take all steps necessary to effectuate the terms of this resolution.

5. Resolution Authorizing Renewal of Internet Services for Fiscal Year 2022

WHEREAS, Hudson County Community College ("College") needs to continue to provide network access and internet services for instructional and administrative purposes following the expiration of the College's existing contract with NJEdge.net ("NJEdge"); and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.10, the service is exempt from public bidding as the purchase is being made through an approved cooperative; and,

WHEREAS, NJEdge (part of the NJ VALE Consortium) submitted a proposal to provide the services at a cost not to exceed \$141,777, which represents no increase from the prior year; and,

WHEREAS, the anticipated term is one (1) year; and,

WHEREAS, the cost of these services will be funded from the operating budget; and,

WHEREAS, the Administration and Finance Committee recommend this purchase;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to NJEdge.net of Newark, New Jersey, to provide internet services as described herein, at a cost not to exceed \$141,777.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the Administration to take all steps necessary to effectuate the terms of this resolution.

6. Resolution Authorizing Additional Plumbing Repairs

WHEREAS, Hudson County Community College ("College") needs to increase the current purchase order for plumbing repair services in anticipation of additional plumbing repairs required to cover the remaining months of the current fiscal year; and,

WHEREAS, the New Jersey Cooperative Purchasing Alliance, an approved New Jersey Cooperative administered by the County of Bergen, conducted a bid opening and awarded a contract to William J. Guarini Plumbing & Heating ("Guarini") to provide various plumbing maintenance and repair services; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.10, the procurement of the service is exempt from public bidding as it is being made through an approved cooperative; and,

WHEREAS, Guarini has quoted a price for the services under the New Jersey Cooperative Purchasing Alliance at a cost not to exceed \$52,000; and,

WHEREAS, the anticipated term of this contract is Fiscal Year 2021; and,

WHEREAS, the cost of these services will be funded from the operating budget; and,

WHEREAS, the Administration and Finance Committee recommend this purchase;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to William J. Guarini Plumbing & Heating of Jersey City, New Jersey, to provide plumbing repairs as described herein at a cost not to exceed \$52,000.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the Administration to take all steps necessary to effectuate the terms of this resolution.

7. Resolution Approving Payment for Emergency Snow Removal Services

WHEREAS, Hudson County Community College ("College") required snow removal services on an emergency basis due to severe weather conditions (the "Work"); and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.6, emergency work may be awarded by a county college when the College requires the immediate delivery of services for an emergency affecting the health, safety or welfare of occupants of college property; and,

WHEREAS, the College engaged Broadway Sunoco to perform the Work for the cost of \$32,930; and,

WHEREAS, the Administration and Finance Committee recommend the payment for the Work;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College authorize payment to Broadway Sunoco of Jersey City, New Jersey, for snow removal services and supplies at a cost not to exceed \$32,930.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the Administration to take all steps necessary to effectuate the terms of this resolution.

8. Resolution Authorizing Award of Audit Contract for Fiscal Year 2021

WHEREAS, Hudson County Community College ("College") requires the services of an accounting firm to complete the College's Fiscal Year 2021 Audit ("Services"); and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.5 (a) (1), the Services are exempt from public bidding as they constitute a professional service; and,

WHEREAS, the College conducted a fair and open process for the procurement of the needed Services; and,

WHEREAS, the firm of Donahue, Gironde, Doria & Tomkins ("DGDT") submitted a proposal to provide the Services in an amount not to exceed \$71,000, which represents no increase from the prior year; and,

WHEREAS, the Administration has determined the proposal submitted by DGDT to be in the best interest of the College, price and other factors considered; and,

WHEREAS, the Administration and Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College hereby award a contract to the firm of Donahue, Gironde, Doria & Tomkins, LLC of Bayonne, New Jersey, for the completion of the audit for Fiscal Year 2021 in an amount not to exceed \$71,000.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the Administration to take all steps necessary to effectuate the terms of this resolution.

9. Resolution Authorizing Purchase of Mannequin Replacement Package to be Funded by the Carl D. Perkins Grant

WHEREAS, Hudson County Community (“College”) needs to purchase a mannequin replacement package to assist with hands-on training throughout the Nursing Program; and,

WHEREAS, the package includes mannequin wearable devices that will provide an authentic patient care opportunity for students by enhancing critical thinking skills and increasing confidence when it comes to patient care in a controlled hospital environment; and,

WHEREAS, pursuant to N.J.S.A 18A:64A-25.5 (a) (3), this service is exempt from bidding as materials or supplies that are patented or copyrighted; and,

WHEREAS, Avkin, Inc. submitted a proposal to supply the replacement package at a cost not to exceed \$60,200; and,

WHEREAS, the cost of these services will be funded from the Carl D. Perkins Grant; and,

WHEREAS, the Administration and Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to Avkin, Inc. of Wilmington, Delaware, to provide the mannequin replacement package at a cost not to exceed \$60,200.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the Administration to take all steps necessary to effectuate the terms of this resolution.

10. Resolution Authorizing Purchase of Laptops and Cart for the Nursing Department to be Funded by the Carl D. Perkins Grant

WHEREAS, Hudson County Community College (“College”) needs to purchase thirteen (13) laptops and a portable cart to accommodate standardized testing needs of the registered nursing students; and,

WHEREAS, pursuant to N.J.S.A. 18A:64A-25.5 (a) (3), this purchase is exempt from bidding as the cost is below the College’s bid threshold; and,

WHEREAS, Dell Inc. submitted a proposal to provide the laptops and portable cart at a cost not to exceed \$24,037; and,

WHEREAS, the cost of these services will be funded from the Carl D. Perkins Grant; and,

WHEREAS, the Administration and Finance Committee recommend this purchase;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to Dell Inc. of Round Rock, Texas, to provide the laptops and portable cart as described herein, at a cost not to exceed \$24,037.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the Administration to take all steps necessary to effectuate the terms of this resolution.

11. Resolution Authorizing Purchase of Impact Testing Machine to be Funded by the Carl D. Perkins Grant

WHEREAS, Hudson County Community (“College”) needs to purchase an impact testing machine to assist with hands-on instruction throughout the Engineering Science and Construction Management Programs; and,

WHEREAS, pursuant to N.J.S.A 18A:64A-25.5 (a) (3), this service is exempt from bidding as materials or supplies that are patented or copyrighted; and,

WHEREAS, Instron submitted a proposal to supply the impact testing machine at a cost not to exceed \$23,434; and,

WHEREAS, the cost of these services will be funded from the Carl D. Perkins Grant; and,

WHEREAS, the Administration and Finance Committee recommend this award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College award a contract to Instron of Norwood, Massachusetts, to provide the impact testing machine as described herein, at a cost not to exceed \$23,434.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the Administration to take all steps necessary to effectuate the terms of this resolution.

12. Resolution Awarding Contract for Electrical Services and Installations on a Time and Material Basis

WHEREAS, on March 24, 2021, Hudson County Community College ("College") held a public bid opening for a contract for electrical services and installations on a time and material basis ("Services"); and,

WHEREAS, bidders were required to bid no less than the prevailing wage for various categories of electrical workers, and to provide a percentage mark-up for materials and supplies; and,

WHEREAS, bidders were also required to bid on wages for emergency and overtime electrical work; and,

WHEREAS, the College received three (3) bids at the public bid opening as follows:

<u>BIDDER</u>	<u>TOTAL BASE BID</u>
Sal Electric Co., Inc.	\$213,325.00
TSUJ Corporation	\$213,325.00
Power & Automation Electrical Contractors	\$305,030.00

WHEREAS, TSUJ Corporation's bid is non-responsive because TSUJ Corporation bid less than the prevailing wage for emergency and overtime work; and,

WHEREAS, pursuant to N.J.S.A. 18:A:64A-25.20, when the College receives low bids of equal amounts, the College may award the contract to either party, at its discretion; and,

WHEREAS, the Board of Trustees of Hudson County Community College has determined Sal Electric Co., Inc. to be the lowest responsible bidder; and,

WHEREAS, the Administration and Finance Committee recommend this contract award;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College reject the bid of TSUJ Corporation as non-responsive because TSUJ Corporation bid less than prevailing wage for emergency and overtime work.

BE IT FURTHER RESOLVED that pursuant to the provisions of N.J.S.A. 18A:64A-25.1, et seq., the Board of Trustees award a contract for the Services to Sal Electric Co., Inc. for a period of three (3) years and approximate cost of \$639,975.

BE IT FURTHER RESOLVED that the Administration is authorized to take all steps necessary to effectuate the terms of this resolution, including authorizing College Counsel to prepare the contract for the Services.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees approve the recommendations of the President, Administration, and Finance Committee as outlined above in **Item VII., Fiscal, Administrative, Lease and Capital Recommendations 1-12:**

1) Resolution to Approve the Installation of Data Ports in the Library Building, STEM Building, and North Hudson Campus to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; 2) Resolution Authorizing Purchase of Laptops and Docking Stations for the Library to be funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; 3) Resolution to Approve the Installation of Magnetic Door Locks to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; 4) Resolution Authorizing Purchase of Demountable Partitions for an Adjunct Office to be Funded by the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) Grant; 5) Resolution Authorizing Renewal of Internet Services for Fiscal Year 2022; 6) Resolution Authorizing Additional Plumbing Repairs; 7) Resolution Approving Payment for Emergency Snow Removal Services; 8) Resolution Authorizing Award of Audit Contract for Fiscal Year 2021; 9) Resolution Authorizing Purchase of Mannequin Replacement Package to be Funded by the Carl D. Perkins Grant; 10) Resolution Authorizing Purchase of Laptops and Cart for the Nursing Department to be Funded by the Carl D. Perkins Grant; 11) Resolution Authorizing Purchase of Impact Testing Machine to be Funded by the Carl D. Perkins Grant; and 12) Resolution Awarding Contract for Electrical Services and Installations on a Time and Material Basis.

INTRODUCED BY: _____

SECONDED BY: _____

DATE: April 13, 2021

Doria, Joseph _____
Fahrenheit, Karen _____
Galvin, Adamarys _____
Gardner, Pamela _____
Kenny, Roberta _____
Lee, Bakari _____
Peña, Jeanette _____
Rodriguez, Silvia _____
Stahl, Harold _____
Netchert, William, Chair _____

_____ Aye _____ Nay

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
April 13, 2021**

VIII. PERSONNEL RECOMMENDATIONS

1. RESIGNATION

First Name	Last Name	Title	Effective Date
Jean	Leandre	Grant Project Director	March 30, 2021

RECOMMENDATION: The President, Administration and Personnel Committee recommend that the Board of Trustees approve the Resignation above as Personnel Recommendation Item No. 1.

2. APPOINTMENT OF STAFF

First Name	Last Name	Title	Effective Date	Annual Salary
Chrissto	Canales	Counselor, Advisement and Transfer	April 14, 2021	\$48,000.00

RECOMMENDATION: The President, Administration and Personnel Committee recommend that the Board of Trustees approve the Appointment of Staff above as Personnel Recommendation Item No.2.

3. APPOINTMENT OF TEMPORARY FULL-TIME STAFF

First Name	Last Name	Title	Effective Date	Annual Salary
Anita	Belle	Grant Project Director (Grant-funded)	April 14, 2021 – November 30, 2021	\$80,000
Hamza	Saleem	Enrollment Support Assistant (Grant-funded)	April 14, 2021 – June 30, 2021	\$30,000

RECOMMENDATION: The President, Administration and Personnel Committee recommend that the Board of Trustees approve the Appointment of Temporary Full-Time Staff above as Personnel Recommendation Item No. 3.

4. AUTHORIZATION OF PART-TIME STAFF THROUGH APRIL 2022, AS NEEDED

First Name	Last Name	Department	Title	Position ID	Supervisor
Koral	Booth	Advisement and Transfer/CASS	Office Assistant	OFFAST-200510	Sheila Dynan
Crystal	Newton	Advisement and Transfer/CASS	Office Assistant	OFFAST-200510	Sheila Dynan
Sirhan	Abdullah	Continuing Education and Workforce Development	PT Instructor	PTINST-603090	Catherina Mirasol
Ricardo	Camacho Jr.	Continuing Education and Workforce Development	PT Instructor	PTINST-603090	Catherina Mirasol
Ernest	Fiabu	Continuing Education and Workforce Development	PT Instructor	PTINST-603090	Catherina Mirasol
Hydah	Kilonzo	Continuing Education and Workforce Development	PT Instructor	PTINST-603090	Catherina Mirasol

Melissa	Molinero	Continuing Education and Workforce Development	PT Instructor	PTINST-603090	Catherina Mirasol
Jose A.	Montalvo	Continuing Education and Workforce Development	PT Instructor	PTINST-603090	Catherina Mirasol
Jihan Z.	Nakhla	Continuing Education and Workforce Development	PT Instructor	PTINST-603090	Catherina Mirasol
Abiodun O.	Oladeji	Continuing Education and Workforce Development	PT Instructor	PTINST-603090	Catherina Mirasol
Stephen	Palmer	Continuing Education and Workforce Development	PT Instructor	PTINST-603090	Catherina Mirasol
Janet	Ryan	Continuing Education and Workforce Development	PT Instructor	PTINST-603090	Catherina Mirasol
Angelo	Soto	Continuing Education and Workforce Development	PT Instructor	PTINST-603090	Catherina Mirasol
Thomas S.	Larson	Counseling and Wellness/CASS	PT Social Worker	PTSW-200510	Sheila Dynan
Alexander	Benitez	Customer Service	Office Assistant	OFFAST-253035	Gilda Darias-Hershberger
Marina	Laborde	Customer Service	Office Assistant	OFFAST-253035	Gilda Darias-Hershberger
Nandlall	Ramsarran	Customer Service	Office Assistant	OFFAST-253035	Gilda Darias-Hershberger
Jonnathan	Rodriguez	Customer Service	Office Assistant	OFFAST-253035	Gilda Darias-Hershberger
Marco	Scherillo	Customer Service	Office Assistant	OFFAST-253035	Gilda Darias-Hershberger
Jacinda	Velazquez	Facilities/ Operations	Office Assistant	OFFAST-601505	Ilya Ashmyan
Vansh	Patel	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Durgesh	Wani	Information Technology Services	Instructional Lab Assistant	ISTLAB-253025	Diana Perez
Stanley	Parrales	Nursing and Health Sciences	Skills Lab Tutor	TUTOR-101017	Carol Fasano

RECOMMENDATION: The President, Administration and Personnel Committee recommend that the Board of Trustees approve the Authorization of Part-Time Staff listed above, as needed, as Personnel Recommendation Item No. 4.

5. APPOINTMENT OF NEW HIRE ADJUNCT INSTRUCTORS

<i>First Name</i>	<i>Last Name</i>	<i>Department</i>
Brett	Burroughs	Business, Culinary Arts, and Hospitality Management
Wai	Chu	Business, Culinary Arts, and Hospitality Management
Srinivas	Dhani	Business, Culinary Arts, and Hospitality Management
Stephane	Motir	Business, Culinary Arts, and Hospitality Management
Michelle	Whitmore	Business, Culinary Arts, and Hospitality Management
Jayne	Murphy	Humanities and Social Sciences
Stella	Okah	Nursing and Health Sciences

RECOMMENDATION: The President, Administration, Personnel, and Academic and Student Affairs Committees recommend that the Board of Trustees approve New Hire Adjunct Instructors listed above as Personnel Recommendation Item No. 5.

6. Resolution to Approve Student Affairs Policies

WHEREAS, The Board of Trustees (“Board”) is committed to ensuring regular review and updates of the College’s policies; and,

WHEREAS, the President, Administration, Personnel, and Academic and Student Affairs Committees recommend implementation of the Advisement and Transfer Services Policy; Educational Opportunity Fund Policy; Financial Aid Policy; Mental Health Counseling and Wellness Policy; Records Policy; and Student Support Services Policy; and,

WHEREAS, the Board will delegate to the President the responsibility to develop procedures and guidelines for the implementation of each policy;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees approve the attached Advisement and Transfer Services Policy; Educational Opportunity Fund Policy; Financial Aid Policy; Mental Health, Counseling and Wellness Policy; Records Policy; and Student Support Services Policy.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the College’s Administration to take all steps necessary to effectuate the terms of this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees approve the recommendations of the President, Administration and Personnel Committee as outlined above in **Item VIII., Personnel Recommendations 1-6.**

1) Resignation; 2) Appointment of Staff; 3) Appointment of Temporary Full-Time Staff Through November 30, 2021; 4) Authorization of Part-Time Staff Through April 2022, as Needed; 5) Appointment of New Hire Adjunct Instructors; and 6) Resolution to Approve Student Affairs Policies.

INTRODUCED BY: _____

SECONDED BY: _____

DATE: April 13, 2021

Doria, Joseph	_____
Fahrenheit, Karen	_____
Galvin, Adamarys	_____
Gardner, Pamela	_____
Kenny, Roberta	_____
Lee, Bakari	_____
Peña, Jeanette	_____
Rodriguez, Silvia	_____
Stahl, Harold	_____
Netchert, William, Chair	_____

_____ Aye _____ Nay

*Attachments for Item VIII., Personnel Recommendation #6:
Resolution to Approve Student Affairs Policies*

**CENTER FOR ACADEMIC AND STUDENT SUCCESS (CASS)
POLICY ON ADVISEMENT AND TRANSFER SERVICES**

Purpose

The purpose of this Advisement and Transfer Services Policy is to provide prospective, new, continuing, and former Hudson County Community College (“College”) students with timely and appropriate guidance related to academic advisement, transfer opportunities, and career exploration.

Policy

The College and its Board of Trustees (“Board”) are committed to promoting student success through advisement and transfer services that support students in reaching their academic, transfer, and career goals. The Office of Advisement and Transfer Services informs, supports, and guides students to identify their individual academic needs, aspirations, and ultimate transfer plans. These services are available to assist students as they clarify, recognize, and realize their academic and career goals.

The Board delegates to the President the responsibility to develop procedures and guidelines for the implementation of this policy. The Center for Academic and Student Success is responsible for implementing the procedures and guidelines developed for this policy.

Approved:

Approved by:

Category: Center for Academic and Student Success

Subcategory: Advisement and Transfer Services

Scheduled for Review: April 2023

Responsible Department: Center for Academic and Student Success

STUDENT AFFAIRS**POLICY ON EDUCATIONAL OPPORTUNITY FUND (EOF)****Purpose**

The purpose of this Educational Opportunity Fund (EOF) Policy is to provide services and support to Hudson County Community College (“College”) students who participate in the Educational Opportunity Fund (EOF) program.

Policy

The College and its Board of Trustees (“Board”) are committed to promoting student success through the EOF program. This program provides support for students who come from financial, educational, and socio-economic backgrounds that are under-represented in higher education. EOF supports students by providing academic, financial, cultural, and social support to those students who exhibit the need and desire for such services.

The Board delegates to the President the responsibility to develop procedures and guidelines for the implementation of this policy. The Office of Student Affairs shall be responsible for implementing the procedures and guidelines developed for this policy.

Approved:**Approved by:****Category: Student Affairs****Subcategory: Educational Opportunity Fund****Scheduled for Review: April 2023****Responsible Department: Student Affairs**

FINANCIAL AID OFFICE

POLICY ON FINANCIAL AID AWARDING

Purpose

The purpose of this Financial Aid policy is to assist eligible students with the delivery of financial aid at Hudson County Community College (“College”) and to administer financial aid programs in accordance with the College’s mission, and federal and state regulations.

Policy

The College and its Board of Trustees (“Board”) are committed to helping eligible students and their families meet educational costs through various forms of financial assistance. The College will provide eligible students with information regarding available resources to help students with their educational expenses. The College shall also develop and implement general procedures in order to take a systematic and consistent approach in operating financial assistance programs.

The College maintains a comprehensive financial aid program for students who can demonstrate need and disburses available monies to students experiencing significant financial constraints. The Financial Aid Office awards funds from federal and state sources through grants, scholarships, loans, and employment. Federal and state guidelines determine students’ eligibility and requirements. The College and the Financial Aid Office will continue to promote financial assistance opportunities to students who, without aid, would be unable to attend school.

The Board delegates to the President the responsibility to develop procedures and guidelines for implementing this policy. The Financial Aid Office shall be responsible for implementing the procedures and guidelines developed for this policy.

Approved:

Approved by:

Category: Financial Aid

Subcategory: Financial Aid Awarding

Scheduled for Review: April 2023

Responsible Department: Financial Aid Office

**CENTER FOR ACADEMIC AND STUDENT SUCCESS (CASS)
POLICY ON MENTAL HEALTH COUNSELING AND WELLNESS**

Purpose

The purpose of this Mental Health Counseling and Wellness Policy is to provide Hudson County Community College (“College”) students with access to Mental Health Counseling and Wellness resources and support in a stigma-free environment.

Policy

The College and its Board of Trustees (“Board”) are committed to eliminating barriers to student academic success. They empower the Office of Mental Health Counseling and Wellness to foster students’ psychological health and well-being in order to further their academic, personal, and professional goals.

The Board delegates to the President the responsibility to develop procedures and guidelines for the implementation of this policy. The Center for Academic and Student Success shall be responsible for implementing the procedures and guidelines developed for this policy.

Approved:

Approved by:

Category: Center for Academic and Student Success

Subcategory: Mental Health Counseling and Wellness

Scheduled for Review: April 2023

Responsible Department: Center for Academic and Student Success

REGISTRAR'S OFFICE

POLICY ON RECORDS

Purpose

The purpose of this Records Policy is to ensure that Hudson County Community College ("College") maintains academic records for all students and meets all student data privacy requirements.

Policy

The College and its Board of Trustees ("Board") are committed to supporting the College's mission by ensuring the integrity, accuracy, confidentiality, and security of student and institutional records.

The Board delegates to the President the responsibility to develop procedures and guidelines for the implementation of this policy. The Office of the Registrar shall be responsible for implementing the procedures and guidelines developed for this policy.

Approved:

Approved by:

Category: Office of the Registrar

Subcategory: Records

Scheduled for Review: April 2023

Responsible Department: Office of the Registrar

STUDENT AFFAIRS

POLICY ON STUDENT SUPPORT SERVICES

Purpose

The purpose of this Student Support Services Policy is to provide inclusive and holistic services to Hudson County Community College (“College”) students to support their personal, social, and academic success.

Policy

The College and its Board of Trustees (“Board”) are committed to providing all students with support services that are accessible, barrier-free, student-focused, and that complement classroom learning and enhance the college experience.

The College and its Board of Trustees promote student success by providing student services through the following Student Affairs Offices: Advisement and Transfer Services, College CARE Team, Career Services, Early College Program, Educational Opportunity Fund (EOF), Enrollment Services, Financial Aid, First Year Experience, Hudson Helps Resource Center, Mental Health Counseling and Wellness, Registration, Student Life and Leadership, and others.

The Board delegates to the President the responsibility to develop procedures and guidelines for the implementation of this policy. The Office of Student Affairs shall be responsible for implementing the procedures and guidelines developed for this policy.

Approved:

Approved by:

Category: Student Affairs

Subcategory: Student Support Services

Scheduled for Review: April 2023

Responsible Department: Student Affairs

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
April 13, 2021**

IX. ACADEMIC AND STUDENT AFFAIRS

1. Resolution to Approve a Proficiency Certificate in ESL (15 credits) [CIP Code: 16.1701]

WHEREAS, Hudson County Community College (“College”) aims to provide high-quality educational opportunities that promote student success and meet the needs of the College’s community; and,

WHEREAS, the College seeks to expand its offerings to meet the needs of its community; and,

WHEREAS, the College has developed a Proficiency Certificate in ESL to address the needs of its community; and,

WHEREAS, the Proficiency Certificate in ESL will recognize students’ proficiency in English; and,

WHEREAS, the Proficiency Certificate in ESL prepares graduates to obtain gainful employment with the acquisition of high-level written and oral skills in English; and,

WHEREAS, the Proficiency Certificate in ESL curriculum seamlessly articulates into the College’s existing Associate of Arts in Liberal Arts General degree program; and,

WHEREAS, the Administration, and the Academic and Student Affairs Committee, recommend the approval of the Proficiency Certificate in ESL, effective September 2021;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College hereby approve the Proficiency Certificate in ESL.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the College’s Administration to take all steps necessary to effectuate the terms of this resolution.

2. Resolution Authorizing Agreement Between Hudson County Community College and ZT Systems

WHEREAS, Hudson County Community College (“College”) offers the Test Technician Bootcamp Program through its Division of Continuing Education and Workforce Development (“CEWD”); and,

WHEREAS, ZT Systems has a need for the provision of this training; and,

WHEREAS, CEWD can meet this need; and,

WHEREAS, Hudson County Community College seeks to enter into an Agreement (“Agreement”) with ZT Systems whereby CEWD will provide the Test Technician Bootcamp Program to employees of ZT Systems on-site at ZT Systems Manufacturing Facility, effective April 14, 2021; and,

WHEREAS, this Agreement will remain in effect through December 31, 2021 unless otherwise terminated by either party in accordance with the parameters established in the Agreement; and,

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the Agreement between Hudson County Community College and ZT Systems;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the Agreement between Hudson County Community College and ZT Systems of Secaucus, New Jersey, effective April 14, 2021.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the College's Administration to take all steps necessary to effectuate the terms of this resolution.

3. Resolution Authorizing Agreement Between Hudson County Community College and Alaris Health at Hamilton Park

WHEREAS, Hudson County Community College ("College") offers the Enhanced Certified Nurse Aide ("CNA"), the Fast Track Patient Care Technician ("PCT"), and the Pharmacy Technician ("PharmTech") NJHealthWorks Scaling Apprenticeship Programs ("Programs") through its Division of Continuing Education and Workforce Development ("CEWD"); and,

WHEREAS, the Programs require employment at a healthcare facility during Required Technical Instruction (RTI); and,

WHEREAS, the Programs require a mentor from Alaris Health at Hamilton Park to oversee the apprentice during RTI; and,

WHEREAS, Alaris Health at Hamilton Park has the capacity to meet these needs of the Programs; and,

WHEREAS, Hudson County Community College seeks to enter into an Agreement ("Agreement") with Alaris Health at Hamilton Park whereby students enrolled in the Programs will be able to complete all requirements of the NJHealthWorks Scaling Apprenticeship Grant at Alaris Health at Hamilton Park, effective April 14, 2021; and,

WHEREAS, this Agreement will remain in effect through April 15, 2023 unless otherwise terminated by either party in accordance with the parameters established in the Agreement; and,

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the Agreement between Hudson County Community College and Alaris Health at Hamilton Park;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the Agreement between Hudson County Community College and Alaris Health at Hamilton Park of Jersey City, New Jersey, effective April 14, 2021.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the College's Administration to take all steps necessary to effectuate the terms of this resolution.

4. Resolution Authorizing Affiliation Agreement Between Hudson County Community College and Alaris Health at Hamilton Park

WHEREAS, Hudson County Community College ("College") offers an Enhanced Certified Nurse Aide ("CNA") Program through its Division of Continuing Education and Workforce Development ("CEWD"); and,

WHEREAS, the CNA Program includes a clinical experience component; and,

WHEREAS, the CNA Program requires additional sites at which its students can fulfill the requisite clinical experiences; and,

WHEREAS, Alaris Health at Hamilton Park has the capacity to meet these needs of the CNA Program; and,

WHEREAS, Hudson County Community College seeks to enter into an Affiliation Agreement (“Agreement”) with Alaris Health at Hamilton Park whereby students enrolled in the CNA Program will be able to complete clinical experiences at Alaris Health at Hamilton Park, effective April 14, 2021; and,

WHEREAS, this Agreement will remain in effect for two (2) years unless otherwise terminated by either party in accordance with the parameters established in the Agreement; and,

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the Agreement between Hudson County Community College and Alaris Health at Hamilton Park;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the Agreement between Hudson County Community College and Alaris Health at Hamilton Park of Jersey City, New Jersey, effective April 14, 2021.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the College’s Administration to take all steps necessary to effectuate the terms of this resolution.

5. Resolution Authorizing Affiliation Agreement Between Hudson County Community College and PROMPT MD

WHEREAS, Hudson County Community College (“College”) offers a Radiography Program through its Division of Nursing and Health Sciences; and,

WHEREAS, the Radiography Program includes a clinical experience component; and,

WHEREAS, the Radiography Program requires additional sites at which students can fulfill the requisite clinical experiences; and,

WHEREAS, PROMPT MD has the capacity to meet these needs of the Radiography Program; and,

WHEREAS, Hudson County Community College seeks to enter into an Affiliation Agreement (“Agreement”) with PROMPT MD whereby students enrolled in the Radiography Program will be able to complete clinical experiences at PROMPT MD, retroactive to March 15, 2021; and,

WHEREAS, this Agreement will remain in effect for two (2) years unless otherwise terminated by either party in accordance with the parameters established in the Agreement; and,

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the Agreement between Hudson County Community College and PROMPT MD;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the Agreement between Hudson County Community College and PROMPT MD of Edgewater, New Jersey, retroactive to March 15, 2021.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the College’s Administration to take all steps necessary to effectuate the terms of this resolution.

6. Resolution Authorizing the Renewal of the Affiliation Agreement Between Hudson County Community College and Newport Swim and Fitness

WHEREAS, Hudson County Community College (“College”) offers an Academic Certificate in Personal Fitness Training and an Associate of Science Degree in Exercise Science (“Programs”) through its Division of Nursing and Health Sciences; and,

WHEREAS, these Programs include an internship component; and,

WHEREAS, these Programs require additional sites at which their students can fulfill the requisite internships; and,

WHEREAS, Newport Swim and Fitness has the capacity to meet these needs of these Programs; and,

WHEREAS, Hudson County Community College seeks to renew its Affiliation Agreement (“Agreement”) with Newport Swim and Fitness whereby students enrolled in the Programs will be able to complete internships at Newport Swim and Fitness, effective May 1, 2021; and,

WHEREAS, this Agreement will remain in effect for two (2) years unless otherwise terminated by either party in accordance with the parameters established in the Agreement; and,

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the Agreement between Hudson County Community College and Newport Swim and Fitness;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the Agreement between Hudson County Community College and Newport Swim and Fitness of Jersey City, New Jersey, effective May 1, 2021.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the College’s Administration to take all steps necessary to effectuate the terms of this resolution.

7. Resolution to Authorize Renewal of Affiliation Agreement Between Hudson County Community College and Hudson Hospital Opco LLC d/b/a CarePoint Health – Christ Hospital

WHEREAS, Hudson County Community College (“College”) offers a Practical Nursing Program (“PN Program”) and a Registered Nursing Program (“RN Program”) through its Division of Nursing and Health Sciences; and,

WHEREAS, the PN Program and RN Program include a clinical experience component; and,

WHEREAS, the PN Program and RN Program require additional sites at which their students can fulfill the requisite clinical experiences, and Hudson Hospital Opco LLC d/b/a CarePoint Health – Christ Hospital (“Christ Hospital”) has the capacity to meet these needs; and,

WHEREAS, Hudson County Community College desires to renew its Agreement with Christ Hospital whereby students enrolled in the College’s PN and RN Programs will be able to complete clinical experiences at Christ Hospital, retroactive to May 1, 2020 and remaining in effect for two (2) years unless otherwise terminated by either party in accordance with the parameters established in the Agreement; and,

WHEREAS, the Administration, and the Academic and Student Affairs Committee, recommend the renewal of this agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the renewal of the agreement between Hudson County Community College and Hudson Hospital Opco LLC d/b/a CarePoint Health – Christ Hospital, retroactive to May 1, 2020.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the College's Administration to take all steps necessary to effectuate the terms of this resolution.

8. Resolution to Authorize Renewal of Affiliation Agreement Between Hudson County Community College and HUMCO Opco LLC d/b/a CarePoint Health – Hoboken University Medical Center

WHEREAS, Hudson County Community College ("College") offers a Practical Nursing Program ("PN Program") and a Registered Nursing Program ("RN Program") through its Division of Nursing and Health Sciences; and,

WHEREAS, the PN Program and RN Program include a clinical experience component; and,

WHEREAS, the PN Program and RN Program require additional sites at which their students can fulfill the requisite clinical experiences, and HUMCO Opco LLC d/b/a CarePoint Health – Hoboken University Medical Center ("Hoboken University Medical Center") has the capacity to meet these needs; and,

WHEREAS, Hudson County Community College desires to renew its Agreement with Hoboken University Medical Center whereby students enrolled in the College's PN and RN Programs will be able to complete clinical experiences at Hoboken University Medical Center, retroactive to May 1, 2020 and remaining in effect for two (2) years unless otherwise terminated by either party in accordance with the parameters established in the Agreement; and,

WHEREAS, the Administration, and the Academic and Student Affairs Committee, recommend the renewal of this agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the renewal of the agreement between Hudson County Community College and HUMCO Opco LLC d/b/a CarePoint Health – Hoboken University Medical Center, retroactive to May 1, 2020.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the College's Administration to take all steps necessary to effectuate the terms of this resolution.

9. Resolution to Authorize Renewal of Affiliation Agreement Between Hudson County Community College and Hackensack Meridian Health – Mountainside Medical Center

WHEREAS, Hudson County Community College ("College") offers an Associate of Science in Nursing degree program as part of its core inventory of programs; and,

WHEREAS, the College's Nursing Program includes a required clinical experience component; and,

WHEREAS, the College's Nursing Program requires additional sites at which its students can fulfill the requisite clinical experiences, and Hackensack Meridian Health – Mountainside Medical Center ("Mountainside Medical Center") has the capacity to meet these needs; and,

WHEREAS, Hudson County Community College desires to renew its Agreement with Mountainside Medical Center whereby students enrolled in the College's Nursing Program will be able to complete clinical experiences at Mountainside Medical Center, retroactive to December 1, 2020 and remaining in effect for two (2) years unless otherwise terminated by either party in accordance with the parameters established in the Agreement; and,

WHEREAS, the Administration, and the Academic and Student Affairs Committee, recommend the renewal of this agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the renewal of the agreement between Hudson County Community College and Hackensack Meridian Health – Mountainside Medical Center, retroactive to December 1, 2020.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the College's Administration to take all steps necessary to effectuate the terms of this resolution.

10. Resolution to Authorize Renewal of Affiliation Agreement Between Hudson County Community College and Hackensack Meridian Health – Palisade Medical Center NJ LLC

WHEREAS, Hudson County Community College ("College") offers an Associate of Science in Nursing degree program as part of its core inventory of programs; and,

WHEREAS, the College's Nursing Program includes a required clinical experience component; and,

WHEREAS, the College's Nursing Program requires additional sites at which its students can fulfill the requisite clinical experiences, and Hackensack Meridian Health – Palisade Medical Center NJ LLC ("Palisade Medical Center NJ LLC") has the capacity to meet these needs; and,

WHEREAS, Hudson County Community College desires to renew its Agreement with Palisade Medical Center NJ LLC whereby students enrolled in the College's Nursing Program will be able to complete clinical experiences at Palisade Medical Center NJ LLC, retroactive to December 1, 2020 and remaining in effect for two (2) years unless otherwise terminated by either party in accordance with the parameters established in the Agreement; and,

WHEREAS, the Administration, and the Academic and Student Affairs Committee, recommend the renewal of this agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the renewal of the agreement between Hudson County Community College and Hackensack Meridian Health – Palisade Medical Center NJ LLC, retroactive to December 1, 2020.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the College's Administration to take all steps necessary to effectuate the terms of this resolution.

11. Resolution to Authorize Renewal of Affiliation Agreement Between Hudson County Community College and Peace Care St. Ann's

WHEREAS, Hudson County Community College ("College") offers an Associate of Science in Nursing degree program as part of its core inventory of programs; and,

WHEREAS, the College's Nursing Program includes a required clinical experience component; and,

WHEREAS, the College's Nursing Program requires additional sites at which its students can fulfill the requisite clinical experiences, and Peace Care St. Ann's ("Peace Care St. Ann's") has the capacity to meet these needs; and,

WHEREAS, Hudson County Community College desires to renew its Agreement with Peace Care St. Ann's whereby students enrolled in the College's Nursing Program will be able to complete clinical experiences at Peace Care St. Ann's, retroactive to December 1, 2020 and remaining in effect for two (2) years unless otherwise terminated by either party in accordance with the parameters established in the Agreement; and,

WHEREAS, the Administration, and the Academic and Student Affairs Committee, recommend the renewal of this agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the renewal of the agreement between Hudson County Community College and Peace Care St. Ann's, retroactive to December 1, 2020.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the College's Administration to take all steps necessary to effectuate the terms of this resolution.

12. Resolution to Authorize Renewal of Affiliation Agreement Between Hudson County Community College and RWJ Barnabas Health Beth Israel

WHEREAS, Hudson County Community College ("College") offers an Associate of Science in Nursing degree program as part of its core inventory of programs; and,

WHEREAS, the College's Nursing Program includes a required clinical experience component; and,

WHEREAS, the College's Nursing Program requires additional sites at which its students can fulfill the requisite clinical experiences, and RWJ Barnabas Health Beth Israel ("RWJ Barnabas Health Beth Israel") has the capacity to meet these needs; and,

WHEREAS, Hudson County Community College desires to renew its Agreement with RWJ Barnabas Health Beth Israel whereby students enrolled in the College's Nursing Program will be able to complete clinical experiences at RWJ Barnabas Health Beth Israel, retroactive to December 1, 2020 and remaining in effect for two (2) years unless otherwise terminated by either party in accordance with the parameters established in the Agreement; and,

WHEREAS, the Administration, and the Academic and Student Affairs Committee, recommend the renewal of this agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the renewal of the agreement between Hudson County Community College and RWJ Barnabas Health Beth Israel, retroactive to December 1, 2020.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the College's Administration to take all steps necessary to effectuate the terms of this resolution.

13. Resolution to Authorize Renewal of Affiliation Agreement Between Hudson County Community College and University Hospital

WHEREAS, Hudson County Community College ("College") offers an Associate of Science in Nursing degree program as part of its core inventory of programs; and,

WHEREAS, the College's Nursing Program includes a required clinical experience component; and,

WHEREAS, the College's Nursing Program requires additional sites at which its students can fulfill the requisite clinical experiences, and University Hospital ("University Hospital") has the capacity to meet these needs; and,

WHEREAS, Hudson County Community College desires to renew its Agreement with University Hospital whereby students enrolled in the College's Nursing Program will be able to complete clinical experiences at University Hospital, retroactive to December 1, 2020 and remaining in effect for two (2) years unless otherwise terminated by either party in accordance with the parameters established in the Agreement; and,

WHEREAS, the Administration, and the Academic and Student Affairs Committee, recommend the renewal of this agreement;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the renewal of the agreement between Hudson County Community College and University Hospital, retroactive to December 1, 2020.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the College's Administration to take all steps necessary to effectuate the terms of this resolution.

14. Resolution Authorizing Renewal of Affiliation Agreement Between Hudson County Community College and Robert Wood Johnson Health Network for Clinical Experiences for the Paramedic Science Program

WHEREAS, Hudson County Community College ("College") offers a Paramedic Science Program ("Program") through its Division of Nursing and Health Sciences; and,

WHEREAS, the Program includes a clinical experience component; and,

WHEREAS, the Program requires additional sites at which its students can fulfill the requisite clinical experiences; and,

WHEREAS, Robert Wood Johnson Health Network ("RWJ Health Network") has the capacity to meet these needs of the Program; and,

WHEREAS, Hudson County Community College seeks to renew its Affiliation Agreement ("Agreement") with RWJ Health Network whereby students enrolled in the Program will be able to complete clinical experiences at RWJ Barnabas, retroactive to April 1, 2021; and,

WHEREAS, this Agreement will remain in effect for two (2) years unless otherwise terminated by either party in accordance with the parameters established in the Agreement; and,

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend the Agreement between Hudson County Community College and RWJ Health Network;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College approve the Agreement between Hudson County Community College and RWJ Health Network, retroactive to April 1, 2021.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the College's Administration to take all steps necessary to effectuate the terms of this resolution.

15. Resolution Recognizing April 2021 as Hudson County Community College Month

WHEREAS, the more than thirteen hundred community and technical colleges, public and private, in the United States have contributed enormously to the richness and accessibility of American higher education; and,

WHEREAS, by providing educational opportunities at costs and locations accessible to all who are qualified, community and technical colleges have greatly enhanced the opportunity for every ambitious student to enter a postsecondary school program. As community-based institutions, our schools provide varied programs and offer specialized training for more than one thousand occupations; and,

WHEREAS, Hudson County Community College (“College”) aspires to offer consistently best-practice, transformative educational and economic opportunities for our students and all residents of Hudson County as one of the nation’s leading and most diverse urban community colleges; and,

WHEREAS, the Equality of Opportunity Project ranked the College in the top 5% of 2,200 education institutions for improving students’ social mobility; and,

WHEREAS, the College’s Foundation has raised over \$3.5 million for student scholarships to date; and,

WHEREAS, the College ranked first in the state of New Jersey for its award of funds allocated through the Community College Opportunity Grant in Fall 2020 with nearly \$1.6 million in funding awarded to 1,035 students; and,

WHEREAS, the College is the largest of four higher-education institutions in Hudson County with an unduplicated enrollment of approximately 18,000 credit and non-credit students, and operates campuses in Jersey City and Union City as well as an off-site location in Secaucus at the Hudson County Schools of Technology High Tech High School; and,

WHEREAS, the College has invested in facilities that support students’ learning and overall success such as a state-of-the-art STEM building, an award-winning library building, a signature culinary arts building, a studio theatre classroom, a Bloomberg Finance lab, a park outside of 161 Newkirk Street, a new student center located at 81 Sip Avenue, and a comprehensive campus in Union City; and,

WHEREAS, the College offers more than 60 degree and certificate programs, including a nationally recognized program in Culinary Arts and a Nursing program that achieves a 94% NCLEX first-time pass rate for its students; and,

WHEREAS, the College has engaged with local K-12, university, and industry partners to provide students with a wide array of academic and career pathways, including the International Brotherhood of Electrical Workers Local 164 in the field of Construction Management; and,

WHEREAS, the College has developed new academic programs in Communication Studies, Public Health, Culinary Business Innovation, and English Language Proficiency to meet the needs of the local community and labor market; and,

WHEREAS, the College was awarded \$850,000 by JP Morgan Chase to develop a program to address the challenges of the economic crisis in Hudson County that were brought about by the COVID-19 pandemic and to provide lasting improvement in the County’s workforce development ecosystem; and,

WHEREAS, members of the College’s faculty have been celebrated for their commitment to student success as recipients of the American Association of Community College’s Dale P. Parnell Faculty Distinction Recognition in 2019 and 2020 and the Association of Community College Trustees’ Northeast Regional Faculty Member Award in 2021; and,

WHEREAS, the College has built the necessary technology infrastructure to support students’ learning and overall success during and beyond the COVID-19 pandemic through an inventory of more than 1,500 Chromebooks and laptops, an expansion of Virtual Desktop Interface, and an expansion of classrooms equipped with ITV technology that provides students with an immersive classroom experience; and,

WHEREAS, the College is committed to supporting its students beyond the classroom by promoting a culture of care across its campuses that includes food pantries on both campuses, a clothing closet, mental health counseling services, and an emergency fund for students’ use; and,

WHEREAS, the College has responded to the COVID-19 pandemic by supporting students’ basic needs including more than 4,000 meals prepared by the Culinary Club and Faculty Chefs, and food pantries located on both campuses; and,

WHEREAS, the College has disbursed, to date, over \$5.6 million in federal stimulus and other funding to 4,620 students to help them remain enrolled and persist in their education; and,

WHEREAS, the College has partnered with the North Hudson Community Action Corporation to utilize the North Hudson and Journal Square Campuses as COVID-19 vaccination sites; and,

WHEREAS, the College is a leader among its peers for its President's Advisory Council on Diversity, Equity, and Inclusion (PACDEI) and its programming around social justice issues; and,

WHEREAS, the College has been recognized by the Hudson County Board of Commissioners as a stigma free campus; and,

WHEREAS, HCCC students have been celebrated as recipients of the Jack Kent Cooke Scholarship, the Goldwater Scholarship, and the DREAM Scholar recognition; and,

WHEREAS, Beta Alpha Phi, the HCCC chapter of Phi Theta Kappa International Honor Society, has earned the distinction of Five Star Chapter Status, which is Phi Theta Kappa's highest level of recognition, and Dr. Chris Reber has been recognized as a Phi Theta Kappa (PTK) Honor Society Paragon President; and,

WHEREAS, Board of Trustees Chair William Netchert was recognized as the 2019 Association of Community College Trustees M. Dale Ensign Trustee of the Year for the Northeastern United States; and,

WHEREAS, Board of Trustees Vice Chair Bakari Lee has provided national community college leadership as the former chair of the Association of Community College Trustees; and,

WHEREAS, Trustee Pamela Gardner was elected to the Association of Community College Trustees' Diversity, Equity, and Inclusion Committee; and,

WHEREAS, in recognition of the important contribution of community and technical colleges to our total educational system, the United States Congress authorized and requested then President Ronald Reagan to issue Proclamation 5418 establishing a National Community College Month in 1985; and,

WHEREAS, the Administration, and Academic and Student Affairs Committee, recommend recognizing April 2021 as Hudson County Community College Month;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Hudson County Community College recognize April 2021 as Hudson County Community College Month.

BE IT FURTHER RESOLVED that the Board of Trustees authorize the College's Administration to take all steps necessary to effectuate the terms of this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees approve the recommendations of the President, the Administration, and the Academic and Student Affairs Committee as outlined above in **Item IX., Academic and Student Affairs Recommendations 1 - 15:**

1) Resolution to Approve a Proficiency Certificate in ESL (15 credits) [CIP Code: 16.1701]; 2) Resolution Authorizing Agreement Between Hudson County Community College and ZT Systems; 3) Resolution Authorizing Agreement Between Hudson County Community College and Alaris Health at Hamilton Park; 4) Resolution Authorizing Affiliation Agreement Between Hudson County Community College and Alaris Health at Hamilton Park; 5) Resolution Authorizing Affiliation Agreement Between Hudson County Community College and PROMPT MD; 6) Resolution Authorizing the Renewal of the Affiliation Agreement Between Hudson County Community College and Newport Swim and Fitness; 7) Resolution to Authorize Renewal of Affiliation Agreement Between Hudson County Community College and Hudson

Hospital Opco LLC d/b/a CarePoint Health – Christ Hospital; 8) Resolution to Authorize Renewal of Affiliation Agreement Between Hudson County Community College and HUMCO Opco LLC d/b/a CarePoint Health – Hoboken University Medical Center; 9) Resolution to Authorize Renewal of Affiliation Agreement Between Hudson County Community College and Hackensack Meridian Health – Mountainside Medical Center; 10) Resolution to Authorize Renewal of Affiliation Agreement Between Hudson County Community College and Hackensack Meridian Health – Palisade Medical Center NJ LLC; 11) Resolution to Authorize Renewal of Affiliation Agreement Between Hudson County Community College and Peace Care St. Ann’s; 12) Resolution to Authorize Renewal of Affiliation Agreement Between Hudson County Community College and RWJ Barnabas Health Beth Israel; 13) Resolution to Authorize Renewal of Affiliation Agreement Between Hudson County Community College and University Hospital; 14) Resolution Authorizing Renewal of Affiliation Agreement Between Hudson County Community College and RWJ Barnabas for Clinical Experiences for the Paramedic Science Program; and, 15) Resolution Recognizing April 2021 as Hudson County Community College Month.

INTRODUCED BY: _____

SECONDED BY: _____

DATE: April 13, 2021

Doria, Joseph _____
Fahrenheit, Karen _____
Galvin, Adamarys _____
Gardner, Pamela _____
Kenny, Roberta _____
Lee, Bakari _____
Peña, Jeanette _____
Rodriguez, Silvia _____
Stahl, Harold _____
Netchert, William, Chair _____

_____ Aye _____ Nay

Attachments for Item IX: Academic and Student Affairs Recommendations 1-15



PROGRAM ANNOUNCEMENT

The ESL Proficiency Certificate

Program Announcement Narrative

I. Objectives

New Jersey has a large immigrant population many of whom have attended college prior to coming to the United States. Acquiring academic English with the prospect of obtaining a proficiency certificate will motivate these students to continue their studies and increase their employability with an official document that certifies proficiency in English.

A significant number of ESL students make up our college population and while initially, many of them do not necessarily want to pursue a degree, this certificate can motivate them to continue their education and work toward an Associate degree in Liberal Arts.

The Objectives of the ESL Proficiency Certificate are to:

- Provide a tangible reward for immigrant students who complete the ESL program.
- Motivate and prepare them to continue their studies and obtain an Associate degree as supported by stackable credentials research.
- Prepare students for gainful employment with the acquisition of high-level written and oral skills in English.

Non-Degree Credentials Lift Career, Earnings Potential.

Authors:

[Smalley, Andrew](#)

Source:

[State Legislatures](#). Nov/Dec2019, Vol. 45 Issue 6, p6-6. 1/2p.

Abstract:

The article offers information on the options being offered by schools in the U.S. in response to all the jobs in the country soon to be requiring education beyond a high school diploma. It includes the short-term postsecondary credentials being offered by community and technical colleges, stackable credentials which are short courses that build toward a higher level certificate or degree, and microcredentials which are brief programs on narrow topics designed for workers or students.

STACKABLE CREDENTIALS: Pathways to Prosperity.

Authors:

[Bouillon, Rick](#) rick.bouillon@slcc.edu

Source:

[Techniques: Connecting Education & Careers](#). Sep2015, Vol. 90 Issue 6, p38-41. 4p.

Abstract:

The article offers information on the demand faced by the Salt Lake Community College (SLCC), Utah for meeting the workforce and economic needs of its service areas. Topics discussed include development of the First-year Experience program for supporting its students by priming them for success educationally, popularity of Certificates of proficiency and completion amongst business and working with business leaders for creating certificates that allows business growth with a better workforce.

Stack Those Credentials.**Authors:**

Mangan, Katherine

Source:

Chronicle of Higher Education. 9/18/2015, Vol. 62 Issue 3, p20-20. 1p.

Abstract:

The article discusses the popularity of alternative certifications in relation to traditional college degrees in the U.S., noting the use of multiple certifications as stackable credentials. Topics include the relation of credentials to job skills, the role of the organization Jobs for the Future Inc. in promoting stackable credentials in Kentucky, and the relation of the credentials to community college completion rates. Community college cooperation with industry is addressed.

- Help them advance toward an Associate degree in Liberal Arts by providing an array of general education courses.
- Enhance their opportunities for employment

The ESL Proficiency Certificate does not exceed the programmatic mission of Hudson County Community College.

Catalog Program Description:

The ESL Proficiency Certificate provides an opportunity for immigrant students to enhance their employment opportunities by certifying that they possess the knowledge of Academic English and capacity to work with an array of college texts (science, social science, and humanities). By virtue of the program design, the certificate helps students complete a number of general education courses which allow them to continue their education and work toward an Associate degree in Liberal Arts.

II. Evaluation and Learning Outcomes Assessment plan for the program

College Mission: The HCCC mission is to provide high quality educational opportunities that promote student success and are accessible, comprehensive, and learning-centered.

Program Mission: The mission of the ESL Proficiency Certificate is to provide immigrant students with a tangible reward for acquiring Academic English and completing an array of general education courses; and to encourage them to continue their education and earn an Associate degree in Liberal Arts.

Program Goals:

	<p>Student Learning Goal 1.2.</p> <p>Students will learn how to approach academic texts: read critically and be able to respond in both writing and speaking</p>	<p>Student Learning Outcome 1.2.1</p> <p>Develop confidence in using vocabulary.</p> <ul style="list-style-type: none"> - use appropriate registers - show mastery of synonyms and antonyms - use more sophisticated lexical items - approach unfamiliar vocabulary through context and dictionary use - recognize the effects of figurative language and allusions <p>Student Learning Outcome 1.2.2</p> <ul style="list-style-type: none"> - demonstrate general understanding of the central ideas and identify supporting details of a text - demonstrate further understanding of by making inferences, drawing conclusions and predicting outcomes based on the text - express and defend an opinion about a text, movie or video clip - demonstrate ability to relate information and ideas from readings and discussions to their own lives or familiar situations - demonstrate ability to engage in academic discussion including turn taking and disagreement, - demonstrate ability to revise understanding of a text based on group discussion, - use notes to create a short summary that identifies major arguments and details of an academic lecture. <p>Student Learning Outcome 1.2.3</p> <ul style="list-style-type: none"> - adjust to different types of readings, including short stories, expository and persuasive texts - distinguish between facts and opinions - demonstrate understanding of central ideas and supporting details - demonstrate critical thinking skills by making inferences, drawing conclusions, and establishing reader-text connections 	<p>ESL 044, Reading IV</p>	<p>1. Class assignments including in-class, timed writing assignments (summaries, reading responses, journals):</p> <ul style="list-style-type: none"> - Homework assignments (reading, comprehension questions and answers, summaries, reading responses, journals) <p>3. Practice reading tests</p> <p>4. Midterm and Exit Reading Exams</p> <p>Progress toward meeting the competencies required for exit from ESL Reading.</p>
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		<p>Student Learning Outcome 1.2.4</p> <ul style="list-style-type: none"> - paraphrase and summarize ideas from the text - relate information and ideas from the text to their own lives or familiar situations - analyze and synthesize ideas from the text - demonstrate ability to glean information within a variety of academic settings: lectures, interviews, TV broadcasts, debates, and panel discussions <p>Student Learning Outcome 1.2.5</p> <ul style="list-style-type: none"> - explain the many ways in which our society is undergoing change in areas such as family structure, work, and the environment - describe the impact recent societal changes have had on their own lives - understand the positions people take on some moral and ethical issues 		
<p>Program Goal 2.</p> <p>Provide immigrant students with an opportunity to take an array of general education courses in math, science, social science and humanities needed to continue their education to potentially earn an Associate degree.</p>	<p>Student Learning Goal 2.1</p> <p>Students will complete ENG 112</p> <p>Student Learning Goal 2.2</p> <p>Students will complete CSC 100</p> <p>Student Learning Goal 2.3</p> <p>Students will complete a math course (any general education course in math or science).</p> <p>Student Learning Goal 2.4</p> <p>Students will complete any two general education courses in Humanities or Social Sciences (courses that do not require ENG 101 as a pre- or co-requisite) OR</p>	<p>Student Learning Outcome 2.1.1</p> <p>Students will learn different types of speech and present them.</p> <p>Student Learning Outcome 2.2.1</p> <p>Students will acquire the skills and competencies outlined in the course curriculum.</p> <p>Student Learning Outcome 2.3.1</p> <p>Students will acquire the skills and competencies outlined in the course curriculum.</p> <p>Student Learning Outcome 2.4.1</p> <p>Students will acquire the skills and competencies outlined in the course curriculum.</p>	<p>ENG 112</p> <p>CSC 100</p> <p>Ex. MAT 100</p> <p>Ex. PSC 101</p>	<p>The student evaluation will be based on the assessment tools of the course.</p> <p>The student evaluation will be based on the assessment tools of the course.</p> <p>The student evaluation will be based on the assessment tools of the course.</p> <p>The student evaluation will be based on the assessment tools of the course.</p>

	Students will complete ENG 101 and one general education course in Humanities or Social Sciences (a course that does not require ENG 101 as a pre-requisite or a course that requires ENG 101 as a co-requisite)			
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Long Term Program Evaluation: The ESL Program and English and ESL Division along with the Institutional Research will collaborate to assess the program:

- They will survey certificate recipients to find out how satisfied they are with the certificate.
- They will examine whether the program is meeting the program objectives and immigrant students' needs.

III. Relationship of the program to institutional strategic plan and its effect on other institutional programs at the same institution.

The proposed program directly addresses the following goals and objectives of Hudson County Community College's Strategic Plan 2016-2021:

- 1.1: Review academic programs and develop new credit and non-credit programs and classes to meet career and workforce needs, the demands of the new economy, and changing demographics.
- 2.7: Implement policies that foster student persistence and completion.

Outcomes:

- a) The proposed program is a new program that addresses the needs of our immigrant student population. Adult immigrants seek to better their employability, and the proposed program assists them in this.
- b) It encourages this student population to complete and continue their education. Many of these students initially want to acquire English language skills but then decide to continue their education. Many come to the U.S. with degrees from their countries and wish to become professionals in the U.S.

IV. Need

Justification: ESL students are often unsure about their academic goals. The proposed program will help them make a decision about their academic career.

Students will:

- Acquire the necessary academic English needed to take content courses.
- Understand various academic texts and respond accordingly in written and oral English.

Additional Benefits:

- This certificate will also enhance these students' employability since it certifies that they have written and oral language skills as well as a broad general educational background in math, computers, and social sciences.
- This certificate program will also help improve the retention rate of the college as more students will have an incentive to continue their education. Additionally, students can acquire general education courses that provide a pathway to the Liberal Arts program.
- This certificate will help improve the completion rate of the college as more students will be awarded with The ESL Proficiency Certificate.

- Build the confidence they need to continue their education and receive an Associate degree even if their academic career may be temporarily interrupted.

Similar programs exist in the following community colleges:

- 1) Union County College, New Jersey (The ESL Program of this community college awards a Certificate of Completion to students who complete their Level 6 (2 courses – ESL 067, Advanced II Grammar/Writing and ESL 068, Advanced II Reading, Listening, Speaking))
- 2) Essex County College, New Jersey
- 3) Long Beach City Community College, California (The ESL Program of this community college has 12 noncredit certificate programs based on students' needs. *Ex. Noncredit Certificate of Competency, Workplace Language Skills for ESL Students – Level 3*)

V. Students

The ESL student population is a fifth of HCCC student population. On average, there are 1200 in the ESL Program every semester pre COVID. All students who enroll in the academic ESL program would be eligible to obtain the certificate.

VI. Program Resources

No additional resources are needed to implement and operate the program. The current full-time and adjunct faculty will teach the required courses. Existing computer and science labs and library resources are sufficient to run this program.

VII. Degree Requirements

The ESL Proficiency Certificate will be awarded to students who

- Fully exit the ESL Program in Reading and Writing*;
- Satisfactorily complete ENG 112 - Speech and CSC 100 - Introduction to Computers and Computing;
- Satisfactorily complete any general education course in Mathematics or Science – 3 or 4 credits;
- Satisfactorily complete any two general education courses in Humanities or Social Sciences - **6 credits** (courses that do not require ENG 101 as pre- or co-requisite):

Social Science Electives:

ECO 201, Principles of Macroeconomics (pre-requisite: MAT 100 or above)

ECO 202, Principles of Microeconomics (pre-requisite: ECO 201)

PSC 101, Introduction to Political Science

PSC 102, American Government

PSC 200, State and Local Government

PSY 101, Introduction to Psychology

SOC 101, Principles of Sociology

Humanities Electives:

ART 101, Experiencing Art

ASL 101, American Sign Language I

ASL 102, American Sign Language II (pre-requisite: ASL 101)

OR

- Satisfactorily complete **ENG 101 and a 3 credit-course in Humanities or Social Sciences – 6 credits (a course that does not require ENG 101 as pre-requisite OR a course that requires ENG 101 as a co-requisite)****

- FLM 101, Introduction to Film
- MUS 101, Introduction to Music
- MUS 102, Introduction to World Music
- MUS 104, The African-American Musical Heritage
- MUS 105, Intro to Latin American Music
- THA 102, Introduction to Theatre

Total: 15 credits of credit-bearing coursework

**Students may exit the ESL program if they pass Level 4 Writing and Reading in a traditional sequence or from a lower level, if they are recommended for and pass the Exit Tests of Writing or Reading.*

***Some content courses may be taken concurrently with ESL courses through ALE (concurrent enrollment for ENG 112 and ENG 101 courses) Learning Communities, and as identified in “Content Courses for ESL Students” document.*

Taking a variety of general education courses gives students an opportunity to experience an array of academic disciplines and may help them decide on an academic major.

Proficiency Certificate (Fewer than 30 Credits)

Pathway A

Required Courses	
Course	Credits
ENG 112, Speech	3
CSC 100, Introduction to Computers and Computing	3
Any general education course in mathematics or science (Ex. BIO 100)	3
Any two general education courses in Humanities or Social Sciences - 6 credits (courses that do not require ENG 101 as pre- or co-requisite) (Ex. PSY 101 and PSC 102)	6
	Total: 15

Required Courses	
Course	Credits
ENG 112, Speech	3
CSC 100, Introduction to Computers and Computing	3
Any general education course in mathematics or science (Ex. Bio 100)	3
ENG 101 and a 3 credit-course in Humanities or Social Sciences (a course that does not require ENG 101 as pre-requisite OR a course that requires ENG 101 as a co-requisite) (Ex. ENG 101 and FLM 101)	6
	Total: 15

- The certificate is awarded by the ESL Program and Division of English and ESL.

VIII. Anticipated Cost for the Program

(Please attach to the New Degree/Certificate Proposal)

Anticipated Cost for the Program

I. Initial One-time Cost for Starting the Program

Facilities & Equipment Setup	\$ n/a
Consultation Fee ¹	\$ n/a
Expected cost for preparation for Licensure Exam ²	\$ n/a
Other	\$ n/a
TOTAL Initial One-time cost	\$ n/a

¹ Include environment/economic scanning, initial advisory committee compensation, etc.

² Should consider factoring the cost into the program admission and/or graduation fees

II. On- Going Annual Operational Cost for the Program

▶ Instruction		
Faculty salaries		
FT	\$ n/a	
Adjunct	\$ n/a	
TOTAL Instruction	\$ n/a	
▶ Instructional Support Personnel		
Program Coordinator	\$ n/a	(If Needed)
Tutoring – <i>Program specific</i>	\$ n/a	
Lab assistance	\$ n/a	
Program Advisement	\$ n/a	
Clerical	\$ n/a	
TOTAL Inst. Support Personnel	\$ n/a	
▶ Additional library materials	\$ n/a	
▶ Contractual Services		
Accreditation fees	\$ n/a	
Consultants	\$ n/a	
Travel	\$ n/a	
Licensure agreements	\$ n/a	
TOTAL Contractual Services	\$ n/a	

MEMORANDUM OF UNDERSTANDING
Between
Hudson County Community College
and
ZT Systems
April 14, 2021- December 31, 2021

Description

Hudson County Community College (HCCC) through the Division of Continuing Education and Workforce Development (CEWD) and have established a partnership whereby HCCC CEWD will deliver workforce development training, "Test Technician Bootcamp Program," onsite at the ZT Systems Manufacturing Facility ("Facility") located at 333 Meadowlands Pkwy, 2nd Floor, Secaucus, NJ 07094.

Roles and Responsibilities

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

ZT Systems

- a) ZT Systems will consult with HCCC to determine the training course offerings and scheduling.
- b) ZT Systems agrees to provide a classroom/area for training onsite at the Facility for use by HCCC CEWD to train ZT Systems identified staff.
- c) ZT Systems agrees to recruitment and notification of members to assure that members are in attendance at the assigned times.
- d) ZT Systems shall be responsible for its actions as well as the actions of its members and anyone taking classes. ZT Systems agrees to defend, indemnify and hold HCCC harmless from any and all damages incurred by, or claims brought against, HCCC, its employees, administrators, trustees, agents and representatives, in connection with any actions or omissions that may result from participation, instruction, or other student or ZT Systems member interaction.

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

- a) HCCC CEWD agrees to consult with ZT Systems regarding training course offerings customized for ZT Systems.
- b) HCCC CEWD ensure ZT Systems that all proprietary information will remain confidential.
- c) HCCC CEWD will provide classroom-based instruction in subject areas requested by ZT Systems.
- d) HCCC CEWD will hold the training classes at the Manufacturing Facility – 350 Meadowlands Pkwy, Secaucus, NJ 07094.
- e) HCCC CEWD will develop and/or provide curriculum for each training class requested.
- f) HCCC CEWD will conduct a pre-assessment of mechanical aptitude.
- g) HCCC CEWD will conduct a post-assessment of learning objective outcomes.
- h) HCCC CEWD will record and maintain student attendance.
- i) HCCC CEWD will provide final evaluations and digital certificate of completion for those who successfully complete.

Invoicing

- a. Prices for each Test Technician Bootcamp section will be determined by HCCC and presented to ZT Systems for approval. The total cost for the Test Technician Bootcamp Program is \$22,500 for the first section only to include customized curriculum development. This cost also includes books.
 - i. Additional Test Technician Bootcamp sections will be billed at a total cost of \$18,000 per section for a maximum of 15 students per class. This cost also includes books.
- b. HCCC CEWD will invoice ZT Systems upon completion of each training course section.
- c. ZT SYSTEMS will pay invoices within 30 days of receipt. Payments not received timely shall be subject to a late payment fee of one percent (1%) per month.

Dispute Resolution

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

Governing Law

This Agreement shall be governed by and in accordance with the laws of the State of New Jersey, without references to any choice of law or conflicts of law provisions therein.

Assignment

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

Notices

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

As to the ZT Systems:

333 Meadowlands Pkwy. 2nd Floor
Secaucus, NJ 07094
Attention: Christopher Porter (Human Resources)

As to the College:

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

Independent Contractors

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

Provisions and Amendments

This Memorandum of Understanding contains all provisions agreed upon by the parties. Any amendments to this Memorandum of Understanding must be in writing and signed by either parties or their duly authorized representative. It is further understood that the term of this agreement is for the period: April 14, 2021 – December 31, 2021 and shall not automatically renew. Any continuation, renewal or extension is subject to a new agreement.

ZT Systems

Hudson County Community College

By: _____

By: _____

Dr. Christopher M. Reber, President

Date

Date

Attachment III
 Item IX. Academic and Student Affairs
 Resolution 3



**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN:
 HUDSON COUNTY COMMUNITY COLLEGE AND ALARIS HEALTH AT HAMILTON PARK (AHHP) FOR
 ENHANCED CERTIFIED NURSE AIDE CERTIFICATE**

Between:

This MOU is between Hudson County Community College (HCCC) and Alaris Health at Hamilton Park (AHHP) for the Apprenticeship Program through NJHealthWorks Scaling Apprenticeship Grant for the Enhanced Certified Nurse Aide (CNA) Program which will be call ‘Program’.

Description of Services

HCCC, through the Continuing Education & Workforce Development department (“CEWD”) and the Center for Business & Industry (“CBI”), will provide the following Required Technical Instruction for the NJHealthWorks Scaling Apprenticeship Grant approved Program if these Program are conducive for both HCCC and AHHP. Funding for the Program will be provided by Bergen County College through the NJHealthWorks Scaling Apprenticeship Grant.

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

174 hours of Related Technical Instruction (RTI) to incumbent employees at Alaris Health at Hamilton Park as follows.

- | | |
|------------------------------------|----------|
| • CNA Certificate | 90 hours |
| • Embark Orientation | 8 hours |
| • Medical Terminology | 23 hours |
| • Dementia | 16 hours |
| • CPR/BLS for Healthcare Providers | 5 hours |
| • NHA PersonAbility | 22 hours |
| • Fundamental Workplace Skills | 10 hours |

Total hours of the Apprenticeship C.N.A. Program 174 hours

Roles and Responsibilities

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

Alaris Health at Hamilton Park

- a. Alaris Health at Hamilton Park agrees to identify and provide a staff member for day-to-day communications between Alaris Health at Hamilton Park and HCCC, CEWD, and CBI.
- b. Alaris Health at Hamilton Park agrees to select and refer incumbent employees to enroll in the Program.
- c. Alaris Health at Hamilton Park agrees to change the title, job description and salary of those who have passed the New Jersey Department of Health written exam as required by the NJHealthWorks Scaling Apprenticeship Grant.

- d. Alaris Health at Hamilton Park agrees to work with incumbent employees to adjust their schedule so that they can attend the Program.
- e. Alaris Health at Hamilton Park agrees to identify and provide a mentor to oversee each apprentice during his/her on-the-job learning (one apprentice to one mentor).
- f. Alaris Health at Hamilton Park agrees to complete the competency checklist for each Program while learning on-the-job.
- g. Alaris Health at Hamilton Park agrees to make sure the registered apprentice has the necessary instruction and guidance by a mentor or supervisor from Alaris Health at Hamilton Park to perform tasks safely, correctly, and efficiently
- h. Alaris Health at Hamilton Park agrees to provide apprentice wage increases commensurate with their advancement in skills and knowledge (at least annually).
- i. Alaris Health at Hamilton Park agrees not to discriminate against any student with respect to recruitment and participation in the Program.
- j. Alaris Health at Hamilton Park agrees to hold HCCC, its employees, administrators, staff, directors, trustees, agents and assigns harmless for any damages or expenses of any kind incurred by HCCC and/or actions brought against or claims made against HCCC, its employees, administrators, staff, directors, trustees, agents and assigns caused by the acts or omissions of Alaris Health at Hamilton Park or Program participants.

HCCC

- a. HCCC agrees to review the schedule with a Alaris Health at Hamilton Park representative prior to recruitment.
- b. HCCC will determine student eligibility requirements based on funding guidelines.
- c. HCCC agrees to provide staff for information sessions and explain the eligibility criteria for the NJHealthWorks Scaling Apprenticeship Grant.
- d. HCCC agrees to provide administrative oversight for the Program.
- e. HCCC agrees to include the first and second sets of testing and certification fees as part of the tuition. Any testing beyond this will be the obligation of the student.
- f. HCCC agrees to provide rooms, books, and appropriate instructional materials, the fees for which shall be included in the tuition for the Program.
- g. HCCC agrees to hold Alaris Health at Hamilton Park harmless for any third-party actions brought against Alaris Health at Hamilton Park resulting from Alaris Health at Hamilton Park's participation, instruction, or other student interaction to the extent caused by the negligence of HCCC.

Funding for Training and Invoicing:

- a. Funding for training will be provided by Bergen County College through the NJHealthWorks Scaling Apprenticeship Grant.
- b. HCCC will invoice Bergen County College for \$2,000 per student for the Enhanced Certified Nurse Aide Program.
- c. Alaris Health at Hamilton Park or the attending student from AHHP, agrees to pay HCCC an amount of \$500.00 per student for the Enhanced Certified Nurse Aide Program. Payor of the \$500 to be determined by AHHP, by agreement between AHHP and student, with HCCC alerted of the intended Payor upon receipt of Students information from AHHP. The \$500 per student fee shall be waived if, by the start of the class, a minimum of 10 incumbent or newly employed individuals from AHHP are enrolled in the class. \$500 per student is due by the end of the 6th business day from the start of the Program. Amount must be paid in order to participate in the Skills Evaluation portion of the course. See the following table:

Apprenticeship Enhanced C.N.A. Program

HCCC NJHealthWorks Apprenticeship Grant covers	\$2,000.00 per student
Employer or Student responsibility for payment	\$500.00 per student
Total Program Cost	\$2,500.00 per student

Cancellation Policy

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

Choice of Law/Dispute Resolution

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

Provisions and Amendments

This Memorandum of Understanding contains all provisions agreed upon by the parties. Any amendments to this Memorandum of Understanding must be in writing and signed by either parties or their duly authorized representative. It is further understood that the term of this agreement between the parties will begin on April 14, 2021 and end on April 15, 2023. Any continuation is subject to a new agreement.

Hudson County Community College

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

Signature: _____

Date: _____

Alaris Health at Hamilton Park

Name: Linda Dooley, RN, LNHA
Title: Chief Operating Officer, Alaris Health

Signature: _____

Date: _____

Attachment IV

Item IX. Academic and Student Affairs
Resolution 4

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

This Affiliation agreement, effective April 14, 2021, by and between Hudson County Community College (“College”), located at 161 Newkirk Street Jersey City, New Jersey 07306, and Alaris Health at Hamilton Park (collectively, the College and Alaris Health at Hamilton Park are referred to as the “parties”) at 525 Monmouth Street Jersey City, NJ 07302 is the Enhanced Certified Nurse Aide Program (“Program”). The parties agree as follows:

1. **TERM**

This contract shall be for a period commencing April 14, 2021, and continue until April 13, 2023.

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 thirty (30) 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 the they are attending.

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

2. **COLLEGE RESPONSIBILITIES**

The College as the sponsoring agency agrees:

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

- I. Physical exam
- II. 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
- III. Submission of a criminal background check and fingerprinting prior to certification
Completion of drug screening before clinical rotation: Ten-panel drug test
 - Marijuana (THC)
 - Cocaine
 - Amphetamines
 - Opiates
 - Phencyclidine (PCP)
 - Barbiturates
 - Benzodiazepines
 - Methadone
 - Methaqualone (Quaaludes)
 - Propoxyphene
- IV. Most recent COVID-19 test results

- 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)

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.
- 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. **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 or the Program 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.

8. **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: Linda Dooley, RN

Title: Chief Operating Officer, Alaris Health at Hamilton Park

Signature: _____

Date: _____

**AFFILIATION AGREEMENT
BETWEEN
HUDSON COUNTY COMMUNITY COLLEGE
AND
PROMPT MD**

Affiliation agreement, effective March 15, 2021, by and between Hudson County Community College (“College”), located at 70 Sip Avenue, Jersey City, New Jersey 07306, and PROMPT MD (“PROMPT MD”), located at corporate office, 725 River Road #27, Edgewater, N.J, for the _____ Radiography Program _____ (“Program”).

TERM

This contract shall be for a period commencing March 15, 2021, and continuing until March 14, 2023.

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. In the event of termination by either party, students then participating in the Program shall be entitled to complete the semester.

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

1. 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 radiography 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 1 students to 1 radiographer.

- f. To require that students conform to the rules, regulations, and policies of PROMPT MD. These rules, regulations and policies will be available and reviewed with the students/Faculty by PROMPT MD.
- g. To require student's statement of health screening to include:
 - i. Physical exam
 - ii. 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
 - iii. Submission of a criminal background check
 - iv. Completion of drug screening annually:
 - Ten-panel drug test
 - Marijuana (THC)
 - Cocaine
 - Amphetamines
 - Opiates
 - Phencyclidine (PCP)
 - Barbiturates
 - Benzodiazepines
 - Methadone
 - Methaqualone (Quaaludes)
 - Propoxyphene
 - v. 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.

2. **PROMPT MD RESPONSIBILITIES**

PROMPT MD 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.

4. **MUTUAL OBLIGATIONS**

- a. PROMPT MD shall at all times retain sole responsibility for all patient care, and the extent of participation of the student in assisting with or observing patient care. (However, the foregoing statement is not meant to address the issue of ultimate legal liability in the event of a claim.)

- b. Responsibility for planning the clinical experience with PROMPT MD will be jointly shared by PROMPT MD's staff and the College's instructors, subject at all times to the policies, rules, and regulations of PROMPT MD.
- c. A student of the College may be assigned to any facilities or programs within the PROMPT MD system.
- d. Student curriculum, attendance, and scheduling shall be under the direction of the College as long as they do not conflict with PROMPT MD's policies, rules, and regulations.
- e. Students are not employees of either party during the hours in which they participate in this program.
- f. The student of the 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 PROMPT MD.
- g. College and PROMPT MD 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 PROMPT MD.

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 \$2,000,000 per occurrence and \$4,000,000 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 PROMPT MD 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 of patient information, student information, and other personally identifiable information.

7. **INDEMNIFICATION**

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

action, damage or judgment arises out of the negligent or wrongful acts or omissions of PROMPT MD.

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

8. **EMERGENCY MEDICAL CARE**

PROMPT MD agrees that College personnel, including students, assigned to PROMPT MD in conjunction with their participation in this agreement or the Program 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: _____

PROMPT MD Health

Name: _____

Title: Chief Operating Officer, PROMPT MD

Signature: _____

Date: _____

**STUDENT PERSONAL FITNESS TRAINING CERTIFICATE
AND
STUDENT EXERCISE SCIENCE A.S. AFFILIATION AGREEMENT
BETWEEN
HUDSON COUNTY COMMUNITY COLLEGE
AND
__Newport Swim and Fitness __**

Agreement, effective May _1st___, 2021 by and between Hudson County Community College (“College”), located at 70 Sip Avenue Jersey City, New Jersey 07306, and

**Newport Swim and Fitness (Agency)
33 River Dr. South
Jersey City, NJ 07310**

1. **TERM**

This contract shall be for a period of two years commencing May _1st___, 2021 and continuing until April _30th___, 2023 for the:

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

This agreement shall be reviewed at the end of the term and may be renewed by a new written agreement 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. In the event the agreement is terminated, students taking part in the internship shall be able to complete the program.

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

2. **COLLEGE RESPONSIBILITIES**

The College as the sponsoring agency agrees:

- a. To assume full responsibility for the planning and the execution of the curriculum for its students including the administration, curriculum content, and Faculty appointments.

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

3. **AGENCY CENTER RESPONSIBILITIES**

- a. To participate in joint evaluation of the effectiveness of the internship experiences through meetings and/or written evaluations of the students and Faculty.
- b. To provide necessary supplies, facilities, and supervision as may be required to insure quality education for the students.
- c. To provide an orientation of its facilities, policies, and procedures for the College's Faculty and students.
- d. The Agency shall at all times retain sole responsibility for all client care, and the extent of participation of the student in assisting with or observing client care. (However, the foregoing statement is not meant to address the issue of ultimate legal liability in the event of a claim.)

4. **MUTUAL OBLIGATIONS**

- a. Responsibility for planning the internship experience with the Agency will be jointly shared by the Agency's staff and the College's instructors, subject at all times to the policies, rules, and regulations of NEWPORT SWIM AND FITNESS.
- b. A student of the College may be assigned to any facilities or programs within the Agency system.
- c. Students are not employees of either party during the hours in which they participate in this program.
- d. The student of the College will start his/her internship experience program as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of the College and the Agency.

5. **INSURANCE**

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

6. **CONFIDENTIALITY**

Both the College and Agency shall at all times comply with standards mandated by state and federal law of regulatory agencies and accrediting agencies, including those pertaining to confidentiality and documentation, including student information and other personally identifiable information.

7. **INDEMNIFICATION**

The College agrees to protect, indemnify, and hold harmless NEWPORT SWIM AND FITNESS, and its respective officers, trustees, employees, faculty members, students, house staff, and attending physicians from and against any and all claims, demands, causes of action, damages and judgments (including, but not limited to, such on behalf of a client or that client's agent or family) which may be imposed upon, incurred, or brought against the Agency as a result of any negligent acts of omission or commission by the College or its officers, directors, employees, students (only while they are at the internship site and under the control of the College) or Faculty members (only while they are at the internship site and under the control of the College) committed in connection with this Agreement, except that such indemnity shall not apply to the extent that a claim, demand, cause of action, damage or judgment arises out of the negligent or wrongful acts or omissions of the Agency.

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

8. **EMERGENCY MEDICAL CARE**

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

9. **REGULATORY REQUIREMENTS**

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

10. **JURISDICTION AND VENUE**

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

11. **GOVERNING LAW**

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

12. **NO AGENCY/PARTNERSHIP**

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

shall be considered College employees. Agency shall at all times be an independent contractor while this Agreement remains in force.

Signed:

Christopher Reber, President
Hudson County Community College

Date

Signed:

Ralph Montenigro
Newport Swim and Fitness Center

Date

Attachment VII

Item IX. Academic and Student Affairs

Resolution 7

This Affiliation Agreement (“**Agreement**”) is made on/about this 1st day of May, 2020 by and between **Hudson County Community College, located at 70 Sip Avenue, Jersey City, New Jersey, 07306 (“College”)** and **Hudson Hospital Opco LLC d/b/a CarePoint Health-Christ Hospital located at 176 Palisade Avenue, Jersey City, NJ 07306 (“Hospital”)**.

R E C I T A L S:

- A. College offer Registered Nursing and Practical Nursing programs.
- 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 the College’s Registered Nursing and Practical Nursing programs for such purposes.

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

1. **Responsibilities of College.**

a. **Clinical Program.** To the extent permit by law and without waiving and defenses, including governmental immunity, College shall be responsible for the implementation and operation of the clinical component of its Registered Nursing and Practical Nursing programs 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. Only students enrolled in the College as a medical student and who have completed the educational prerequisites shall qualify 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 applicable to Program Participants; 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 rubeola immunity by positive antibody titers or 2 doses of MMR, flu shot, and evidence of completion of the series of three hepatitis B vaccinations (if required by applicable law or Hospital policy). College and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. College shall provide to Hospital proof of Health Insurance coverage for each program participant. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

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

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

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

g. **Training.** Prior to a student's first assignment at Hospital, the assignment of a College employee, agent or representative to work at Hospital or the first date of service (after 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. Such Training Records shall be kept confidential by Hospital and shall not be disclosed by Hospital except as required by law.

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

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

2. **Responsibilities of Hospital.**

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

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

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

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

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

4. **Withdrawal of Program Participants.**

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

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

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

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

7. **Confidentiality.**

a. **Hospital Information.** College recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, College and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. College agrees 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 or as required by law, 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 a Party'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 Hospital, 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 the other Party in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the non-disclosing Party with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to the disclosing Party.

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

College, students and other Program Participants shall not request, use, access, or further disclose any Protected Health Information other than for the treatment and training purposes

specified in this Agreement. College and Program Participants will implement appropriate

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, at Hospital's sole cost, 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 reasonably 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 reasonably approved by Hospital. Such coverage provided by College and/or Program Participants may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 aggregate. Upon Hospital's request, College shall provide a certificate of insurance evidencing such coverage.

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

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

10. **Termination.** Either party may terminate this Agreement at any time without cause upon at least thirty (30) days’ prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination who have complied with the 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 upon discovery. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.

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

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

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

By: _____

Name: _____

Title: _____

Date: _____

HUDSON COUNTY COMMUNITY COLLEGE

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
STATEMENT OF RESPONSIBILITY

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

Dated this day of , 20 .

Program Participant

Witness

EXHIBIT B
CONFIDENTIALITY STATEMENT

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

Dated this day of , 20 .

Program Participant

Witness

EXHIBIT C

HEALTH AND BACKGROUND SCREENING ATTESTATION

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

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

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

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

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

Attending Students:

1. _____
2. _____

Staff:

1. _____
2. _____

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

College: **Hudson County Community College**

Name: _____

Title: _____

Attachment VIII

Item IX. Academic and Student Affairs

Resolution 8

This Affiliation Agreement (“**Agreement**”) is made on/about this 1st day of May, 2020 by and between **Hudson County Community College, located at 70 Sip Avenue, Jersey City, New Jersey, 07306** (“**College**”) and **HUMCO Opco LLC d/b/a CarePoint Health - Hoboken University Medical Center located at 308 Willow Avenue, Hoboken, NJ 07030** (“**Hospital**”).

R E C I T A L S:

- A. College offer Registered Nursing and Practical Nursing programs.
- 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 the College’s Registered Nursing and Practical Nursing programs for such purposes.

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

1. **Responsibilities of College.**

a. **Clinical Program.** To the extent permit by law and without waiving and defenses, including governmental immunity, College shall be responsible for the implementation and operation of the clinical component of its Registered Nursing and Practical Nursing programs 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. Only students enrolled in the College as a medical student and who have completed the educational prerequisites shall 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 applicable to Program Participants; 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 rubeola immunity by positive antibody titers or 2 doses of MMR, flu shot, and evidence of completion of the series of three hepatitis B vaccinations (if required by applicable law or Hospital policy). College and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. College shall provide to Hospital proof of Health Insurance coverage for each program participant. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

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

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

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

g. **Training.** Prior to a student's first assignment at Hospital, the assignment of a College employee, agent or representative to work at Hospital or the first date of service (after 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. Such Training Records shall be kept confidential by Hospital and shall not be disclosed by Hospital except as required by law.

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

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

2. **Responsibilities of Hospital.**

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

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

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

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

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

4. **Withdrawal of Program Participants.**

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

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

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

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

7. **Confidentiality.**

a. **Hospital Information.** College recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, College and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. College agrees 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 or as required by law, 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 a Party'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 Hospital, 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 the other Party in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the non-disclosing Party with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to the disclosing Party.

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

College, students and other Program Participants shall not request, use, access, or further disclose any Protected Health Information other than for the treatment and training purposes

specified in this Agreement. College and Program Participants will implement appropriate

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, at Hospital's sole cost, 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 reasonably 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 reasonably approved by Hospital. Such coverage provided by College and/or Program Participants may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 aggregate. Upon Hospital's request, College shall provide a certificate of insurance evidencing such coverage.

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

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

10. **Termination.** Either party may terminate this Agreement at any time without cause upon at least thirty (30) days’ prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination who have complied with the 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 upon discovery. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.

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

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

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

By: _____

Name: _____

Title: _____

Date: _____

HUDSON COUNTY COMMUNITY COLLEGE

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
STATEMENT OF RESPONSIBILITY

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

Dated this day of , 20 .

Program Participant

Witness

EXHIBIT B
CONFIDENTIALITY STATEMENT

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

Dated this day of , 20 .

Program Participant

Witness

EXHIBIT C

HEALTH AND BACKGROUND SCREENING ATTESTATION

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

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

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

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

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

Attending Students:

1. _____
2. _____

Staff:

1. _____
2. _____

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

College: **Hudson County Community College**

Name: _____

Title: _____

AFFILIATION AGREEMENT

This Agreement is made on **December 1st, 2020**, by and between Hudson County Community College (the “**college**”), located at 70 Sip Avenue, Jersey City, New Jersey 07306, and Hackensack Meridian Health-Mountainside Medical Center (the “**Hospital**”), located at 1 Bay Avenue, Montclair, NJ 07042.

WITNESSETH:

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

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

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

I. Term

This Agreement shall commence on **December 1st, 2020** and terminate on **November 30th, 2022** unless terminated earlier in accordance with this Agreement. This Agreement may thereafter be renewed for additional two (2) year periods upon mutual written consent of the parties.

II. Responsibilities of the College

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. Responsibilities of the Hospital

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

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

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

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

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

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

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

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

IV. Patient Care

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

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

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

V. Status

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

VI. Non-Discrimination

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

VII. Policies and Procedures

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

VIII. Student Withdrawal or Dismissal from Program

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

IX. Insurance

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

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

X. Termination

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

XI. Indemnification

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

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

XII. Compliance with the Law

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

XIII. Intention of the Parties

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

XIV. Modification

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

XV. Governing Law

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

XVI. Headings

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

XVII. No Waiver

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

XVIII. Notice

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

College:

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

If to Hospital:
 Hackensack Meridian Health - Mountainside
 Medical Center
 1 Bay Avenue
 Montclair, NJ 07042

Telephone: _____

Fax: _____

Attention: Chief Executive Officer

Copy to:

LHP Hospital Group
 2400 Dallas Parkway, Suite 450
 Plano, TX 75093
 Telephone: 972-941-1044
 Fax: (866) 464-2421
 Attention: General Counsel

XIX. Assignment

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

XX. Corporate Compliance Addendum

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

[SIGNATURES FOLLOW]

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

ATTEST:

HUDSON COUNTY COMMUNITY COLLEGE

By: _____
Name: _____

By: _____
Name: _____
Title: _____

ATTEST:

HACKENSACK MERIDIAN HEALTH-MOUNTAIN SIDE MEDICAL CENTER

By: _____
Name: _____

By: _____
Name: _____
Title: _____

AFFILIATION AGREEMENT

This Agreement is made on **December 1st, 2020**, by and between Hudson County Community College (the “**college**”), located at 70 Sip Avenue, Jersey City, New Jersey 07306, and Hackensack Meridian Health-Palisade Medical Center NJ, LLC (the “**Hospital**”), located at 7600 River Road, North Bergen, NJ 07047.

WITNESSETH:

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

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

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

I. Term

This Agreement shall commence on **December 1st, 2020** and terminate on **November 30th, 2022** unless terminated earlier in accordance with this Agreement. This Agreement may thereafter be renewed for additional two (2) year periods upon mutual written consent of the parties.

II. Responsibilities of the College

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. Responsibilities of the Hospital

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

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

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

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

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

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

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

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

IV. Patient Care

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

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

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

V. Status

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

VI. Non-Discrimination

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

VII. Policies and Procedures

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

VIII. Student Withdrawal or Dismissal from Program

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

IX. Insurance

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

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

X. Termination

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

XI. Indemnification

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

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

XII. Compliance with the Law

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

XIII. Intention of the Parties

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

XIV. Modification

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

XV. Governing Law

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

XVI. Headings

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

XVII. No Waiver

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

XVIII. Notice

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

College:

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

Hospital:

Hackensack Meridian Health-
 Palisade Medical Center NJ, LLC
 7600 River Road,
 North Bergen, NJ 07047
 Telephone: _____
 Fax: _____
 Attention: Chief Executive Officer

XIX. Assignment

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

XX. Corporate Compliance Addendum

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

[SIGNATURES FOLLOW]

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

ATTEST:

HUDSON COUNTY COMMUNITY COLLEGE

By: _____
Name: _____

By: _____
Name: _____
Title: _____

ATTEST:

HACKENSACK MERIDIAN HEALTH-PALISADE MEDICAL CENTER NJ, LLC

By: _____
Name: _____

By: _____
Name: _____
Title: _____

AFFILIATION AGREEMENT

This Agreement is made on **December 1st, 2020** by and between Hudson County Community College (the “**college**”), located at 70 Sip Avenue, Jersey City, New Jersey 07306, and Peace Care St. Ann’s (the “**Hospital**”), located at 198 Old Bergen Road, Jersey City, NJ 07305.

WITNESSETH:

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

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

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

I. Term

This Agreement shall commence on **December 1st, 2020** and terminate on **November 30th, 2022** unless terminated earlier in accordance with this Agreement. This Agreement may thereafter be renewed for additional two (2) year periods upon mutual written consent of the parties.

II. Responsibilities of the College

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. Responsibilities of the Hospital

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

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

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

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

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

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

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

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

IV. Patient Care

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

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

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

V. Status

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

VI. Non-Discrimination

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

VII. Policies and Procedures

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

VIII. Student Withdrawal or Dismissal from Program

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

IX. Insurance

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

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

X. Termination

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

XI. Indemnification

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

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

XII. Compliance with the Law

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

XIII. Intention of the Parties

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

XIV. Modification

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

XV. Governing Law

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

XVI. Headings

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

XVII. No Waiver

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

XVIII. Notice

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

College:

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

Hospital:

Peace Care St. Ann's
 198 Old Bergen Road
 Jersey City, NJ 07305
 Telephone: _____
 Fax: _____
 Attention: _____

XIX. Assignment

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

XX. Corporate Compliance Addendum

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

[SIGNATURES FOLLOW]

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

ATTEST:

HUDSON COUNTY COMMUNITY COLLEGE

By: _____
Name: _____

By: _____
Name: _____
Title: _____

ATTEST:

PEACE CARE ST. ANN'S

By: _____
Name: _____

By: _____
Name: _____
Title: _____

Attachment XII

Item IX. Academic and Student Affairs

Resolution 12

RWJBARNABAS HEALTH, INC.**AFFILIATION AGREEMENT**

This agreement made as of the 1st day of December in the year 2020

Between the Hospital, **NEWARK BETH ISRAEL MEDICAL CENTER**, an affiliate
Name of Hospital ("Hospital")
of RWJBarnabas Health, Inc., and the School:

HUDSON COUNTY COMMUNITY COLLEGE

Name of School, College, University ("School")

NURSING PROGRAM ("PROGRAM")

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

1. TERM

This Agreement shall be for a period commencing on December 1, 2020 and continuing
Start Date
until November 30, 2022.
End Date

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

Either party hereto may, at any time during the term of this agreement, with or without cause, terminate this agreement upon one hundred twenty (120) days written notice to the other party. In the event of termination by either party, students then participating in the Program shall be permitted to complete the semester.

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

2. EXHIBITS

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

- Exhibit A: Joint Commission Addendum
- Exhibit B: School's Certificate of Insurance
- Exhibit C: Hospital's Certificate of Insurance

3. SCHOOL RESPONSIBILITIES

The School 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 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 to 1.
- f. To assure that students conform to the rules, regulations, and policies of the Hospital. These rules, regulations and policies will be available and reviewed with the students/faculty by the Hospital.
- g. To verify correct completion of all patient care records and co-sign all student documentation during the clinical experience.
- h. To assure that students engaged in observational experiences do not perform direct-care activities and that such students have signed Observation Agreements provided by the Hospital.
- i. To assure by providing written documentation from the School that a criminal background check has been conducted with respect to each student or faculty, in accordance with Hospital policy. The criminal background check Vendor (“Vendor”) shall be selected by the School and shall complete all background checks for all students or faculties who have completed Release Forms. The Clinical Liaison of the School shall review the criminal background check results and only students with satisfactory background check results will be assigned by the School for a clinical placement. In addition, the School shall ensure that they or their selected Vendor shall:
 - (1) The criminal background check (“CBC”) shall cover all county, state and federal databases that produce records of any felonies, convictions, subpoenas, and/or warrants. The CBC shall in any event be in form and content acceptable to Hospital. Hospital reserves the right to reject the CBC and to request that the CBC be redone, provided that Hospital shall provide the reason or reasons why such CBC was rejected. The School agrees that their choice of criminal

background check vendor (“Vendor”) must meet the requirements stated in this section.

- (2) Only students or faculty with satisfactory background check results, including but not limited to stating no criminal history, will be assigned by the School for a clinical placement at any RWJBarnabas Health facility.
- (3) Background checks shall be repeated every three (3) years for students or faculty continuing as clinical affiliates.
- (4) If a School and/or student believes that the results of their criminal background check require reconsideration and an individual review by RWJBarnabas Health, the School shall:

[a] Obtain the signed RWJBarnabas Health Release Form from the student or faculty and send the Release Form to the Hospital Director of Education.

[b] Instruct the Vendor to send the original criminal background check findings directly to RWJBarnabas Health Corporate Security.

[c] Obtain and send any further relevant supporting documentation related to the criminal history to RWJBarnabas Health Corporate Security.

[d] Abide by the final determination regarding their placement from an Interdisciplinary Criminal Background Check Review Committee of RWJBarnabas Health

- j. To agree to satisfy the Joint Commission Addendum set forth on the attached Exhibit A.

4. HOSPITAL RESPONSIBILITIES

- a. To participate in joint evaluation of the effectiveness of the clinical experiences through meetings and/or written evaluations of the students and faculty.
- b. To provide the necessary supplies, facilities (including lockers when available), use of the library, and supervision as may be required to insure quality education for the students without impairing quality patient care.
- c. To provide an orientation of its plant, facilities, policies, and procedures for the School’s faculty and students.
- d. To provide emergency care for students in case of illness or accident. However, the Hospital shall not be responsible for any further care. In no

event shall the Hospital be responsible for a greater amount or degree of care or assistance than it would reasonably provide for its paid employees. The School shall be promptly notified of any such occurrence. The student shall be responsible for payment of any medical expenses incurred.

- e. To allow students and faculty to use the dining facilities, if available, but the cost of meals will be paid by the individual at established rates.
- f. The Hospital will inform the School of any withdrawal of accreditation status.

5. MUTUAL OBLIGATIONS

The parties hereto mutually agree that:

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

6. REGULATORY COMPLIANCE

- a. The School and the Hospital agree that each shall comply with all applicable requirements of Municipal, County, State and Federal authorities, all applicable Municipal and County ordinances and regulations, and all applicable State and Federal statutes and regulations now or hereafter in force

and effect to the extent that they directly or indirectly bear upon the subject matters of this Agreement. These include, without limitation: regulatory and statutory requirements and any and all applicable requirements under any State fair employment practices or similar laws declaring discrimination in employment based upon race, color, creed, religion, sex, sexual preference, or national origin as illegal and, if applicable, *Title VII of the Civil Rights Act of 1964* or any applicable rule or regulation promulgated pursuant to any such laws herein above described.

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

7. INSURANCE

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

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

The School shall comply with any and all requirements under the Workers Compensation laws of the State of New Jersey with respect to coverage for School faculty members and employees in connection with their activities under this agreement.

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

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

Said General Liability policies shall name the School as an additional insured and shall provide that the insurance company will not cancel said policy of insurance without providing the Chief Executive Officer of the School thirty (30) days advance written notice thereof.

The Hospital shall comply with any and all requirements under the Workers Compensation laws of the State of New Jersey with respect to coverage for Hospital employees in connection with their activities under this agreement.

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

8. INDEPENDENT CONTRACTOR

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

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

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

9. CONFIDENTIALITY

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

10. NO WAIVER

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

11. ENTIRE AGREEMENT

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

12. MODIFICATION

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

13. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

14. NOTICES

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

As to Hospital:

Newark Beth Israel Medical Center
201 Lyons Avenue
Newark, NJ 07112
Attn: President and CEO

With a copy to:

David A. Mebane, Esq.
General Counsel
RWJBarnabas Health
95 Old Short Hills Road
West Orange, NJ 07052

As to School:

Hudson Community College
70 Sip Avenue
Jersey City, New Jersey 07306
Attention: Lori M. Byrd Ph.D., RN, CNE

[SIGNATURE PAGE FOLLOWS]

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

ATTEST:

Date: _____

ATTEST:

Date: _____

HOSPITAL:

By: _____

SCHOOL:

By: _____

Christopher M. Reber, Ph.D.
College President

Exhibit A

JOINT COMMISSION ADDENDUM

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

1. The Hospital will provide oversight of contractual services to ensure that care, treatment and services provided directly to patients is safe, effective, efficient, and of the same level of high quality as services provided directly by the Hospital. School will cooperate with Hospital's oversight activities.
2. The School shall meet the performance-based expectations, goals, objectives and benchmarks as set forth in the Agreement and as follows:
 - (a) Ensure that students have met the Hospital's health requirements, as stated on the Academic Facility Attestation Student Placement Form.
 - (b) Ensure that students have met the Hospital's criminal background check requirements.
 - (c) Ensure that the School and their students shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time, including standards of The Joint Commission, and medical record policies and guidelines established and approved by the Hospital, which shall be made available to the students.
3. To the extent applicable to the services provided by the School, the School and its individual students shall comply with the National Patient Safety Goals, participate in the Hospital's medical error reduction reporting process, and participate in other Hospital efforts related to patient safety.
4. The School and Hospital will establish an open line of communication. Each party will appoint an individual to act as a liaison to the other party, to address such matters as customer service issues, patient complaints, and/or staff concerns related to quality and/or safety in order to improve patient care and services provided in the Hospital. The titles of the initial liaison appointed by each party are _____ and the President and CEO or his or her designee for the Hospital.
5. The School and each individual student shall disclose all actual or potential conflicts of interest with the Hospital, prior to execution of this agreement and thereafter as they arise, on forms acceptable to the Hospital.
6. The School will participate in the Hospital's risk management and/or patient safety programs as requested by Hospital.

7. The School and its student(s) will cooperate with the Hospital in conducting performance improvement for both Hospital and School activities. The Hospital may establish performance indicators and thresholds to measure expected levels of performance, which will be conveyed to the School.
8. The School will only assign qualified, competent students to provide participate under this Affiliation Agreement. Each individual student shall have any and all applicable education, licenses, qualifications, training and experience necessary under the Agreement. Individual School students shall only participate as designated by the Hospital to the individual. The School will provide to the Hospital, upon request, on the same business day, any information as needed to substantiate individual student qualifications.
9. All School students will complete a Hospital orientation program prior to commencing to provide services under the Agreement. The School shall conduct periodic performance evaluations of School students, and all individuals providing services under the Agreement shall have a current, satisfactory performance evaluation and shall remain clinically competent. School students shall participate in annual mandatory education with topics as required for New Jersey Department of Health and Senior Services and Joint Commission purposes. The School and the Hospital shall collaborate to ensure that School students participate in all mandatory educational programs sponsored by the Hospital that are applicable to the School student's role and responsibility.
10. In providing services pursuant to the Agreement, the School and its individual students shall comply with all applicable Hospital policies, procedures, rules and regulations, as well as with all state, local and federal laws, rules and regulations.
11. This Addendum has been approved by the parties in accordance with their respective policies and procedures.

AFFILIATION AGREEMENT

This Agreement is made on **December 1st, 2020**, by and between Hudson County Community College (the “**college**”), located at 70 Sip Avenue, Jersey City, New Jersey 07306, and University Hospital (the “**Hospital**”), located at 150 Bergen Street, Newark, NJ 07103.

W I T N E S S E T H:

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

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

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

I. Term

This Agreement shall commence on **December 1st, 2020** and terminate on **November 30th, 2022** unless terminated earlier in accordance with this Agreement. This Agreement may thereafter be renewed for additional two (2) year periods upon mutual written consent of the parties.

II. Responsibilities of the College

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. Responsibilities of the Hospital

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

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

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

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

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

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

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

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

IV. Patient Care

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

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

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

V. Status

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

VI. Non-Discrimination

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

VII. Policies and Procedures

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

VIII. Student Withdrawal or Dismissal from Program

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

IX. Insurance

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

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

X. Termination

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

XI. Indemnification

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

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

XII. Compliance with the Law

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

XIII. Intention of the Parties

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

XIV. Modification

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

XV. Governing Law

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

XVI. Headings

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

XVII. No Waiver

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

XVIII. Notice

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

College:

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

Hospital:

UNIVERSITY HOSPITAL
 150 Bergen Street,
 Newark, NJ 07103
 Telephone: _____
 Fax: _____
 Attention: _____

XIX. Assignment

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

XX. Corporate Compliance Addendum

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

[SIGNATURES FOLLOW]

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

ATTEST:

HUDSON COUNTY COMMUNITY COLLEGE

By: _____
Name: _____

By: _____
Name: _____
Title: _____

ATTEST:

UNIVERSITY HOSPITAL

By: _____
Name: _____

By: _____
Name: _____
Title: _____

RWJBARNABAS HEALTH, INC.

AFFILIATION AGREEMENT

This Agreement made on this 1st day of April, in the year 2021, between the System,

ROBERT WOOD JOHNSON HEALTH NETWORK, (“System”) on behalf of its
Name of System

System Mobile Health Network (collectively “Network”), and the School:

HUDSON COUNTY COMMUNITY COLLEGE

Name of School, College, University

Advanced Life Support Paramedic Program

In consideration of the mutual promises hereinafter contained the receipt and sufficiency of which is hereby acknowledged, the System, on behalf of its System Mobile Health Network (“Network”) and its affiliated Mobile Health units (“Units”) are listed on Exhibit B, and School agree as follows:

1. TERM

This contract shall be for a period commencing on May 1, 2021 and continuing until

Start Date

April 30, 2023 (2 years).

End Date

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

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

The Network may immediately terminate a student(s) participation in the program established under this agreement, if the Network, in its sole discretion, believes that the continued participation of a student is unsafe, disruptive, detrimental to the Network or patient care, or otherwise not in conformity with Network standards, policies, procedures, or health requirements.

2. EXHIBITS

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

- Exhibit A: Joint Commission and DNV Addendum
- Exhibit B: RWJBH Mobile Health Network Affiliates
- Exhibit C: Certificates of Insurance

3. SCHOOL RESPONSIBILITIES

The School 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 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 inform students of their obligations to conform to the rules, regulations, and policies of the Hospital. These rules, regulations and policies will be available and reviewed with the students/faculty by the Network.
- f. To co-sign all student documentation during the clinical experience.
- g. To agree to satisfy their obligations under the Joint Commission and DNV Addendum set forth on the attached Exhibit A.

4. NETWORK RESPONSIBILITIES

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

5. MUTUAL OBLIGATIONS

The parties hereto mutually agree that:

- a. The Network shall at all times retain sole responsibility for all patient care, and the extent of participation of the student in assisting with or observing patient care.
- b. Responsibility for planning the clinical experience in the Network will be jointly shared by the Network's staff and the School's instructors, subject at all times to the policies, rules, and regulations of the Network.
- c. A student of the School may be assigned to any facilities or programs within the Network.
- d. Student curriculum, attendance, and scheduling shall be under the direction of the School so long as they do not conflict with the Network's policies, rules, and regulations.
- e. Students are not employees of either party during the hours in which they participate in this program.
- f. The student of the School will start his/her clinical experience program as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of the School and the Network.
- g. Post Exposure Prophylaxis. In the event that a student or faculty member is exposed to a reportable confirmed or suspected communicable disease as referenced in the New Jersey Administrative Code 8:57, during their clinical rotation, the student and/or faculty member will be notified as being an individual who may have been in contact with the case during the infectious period of disease and thus exposed to that disease. The student and faculty will receive appropriate Post Exposure Prophylaxis (PEP) through the Network's Employee Health Department or Emergency Department. The School's Student Health Services Director will be notified if there is a suspected or confirmed communicable disease report involving the students and faculty of the School.
- h. School Status. Notwithstanding anything herein to the contrary, the parties acknowledge that School is not an Affiliated Provider, Health Care Provider, Hybrid Entity or Provider (as those terms are defined by the United States Department of Health and Human Service).
- i. Privacy. Network may obtain contact information for students being considered for, or enrolled in the Program. Network agrees that the exclusive use of any of student information is to fulfill its obligations under this Agreement and further agrees not to release any information in the student profile to any third party. To the extent the Network is in possession of any student record or information, such record or information shall be handled in accordance with all applicable Federal, State and local

laws including but not limited to the Family Educational Rights and Privacy Act (FERPA).

6. REGULATORY COMPLIANCE

- a. The School and the Network agree that each shall comply with all applicable requirements of Municipal, County, State and Federal authorities, all applicable Municipal and County ordinances and regulations, and all applicable State and Federal statutes and regulations now or hereafter in force and effect to the extent that they directly or indirectly bear upon the respective party's obligations under this Agreement. These include, without limitation: regulatory and statutory requirements and any and all applicable requirements under any State fair employment practices or similar laws declaring discrimination in employment based upon race, color, creed, religion, sex, sexual preference, or national origin as illegal and, if applicable, *Title VII of the Civil Rights Act of 1964* or any applicable rule or regulation promulgated pursuant to any such laws herein above described.
- b. The School shall ensure that each student and faculty member assigned to the Network shall receive, read the RWJBarnabas Health Code of Conduct. In addition, the School shall ensure that all such individuals agree to complete one (1) hour of general compliance training and one (1) hour of documentation training as required by the Network from time to time. The School shall require all such individuals to certify completion of such activities as requested by the Network.
- c. The School shall ensure that each student and faculty member assigned to the Network certifies that he or she: (i) has not been convicted of a criminal offense that falls within the ambit of 42 USC 1320a-7(a) (*i.e.*, any conviction relating to the Medicare or Medicaid program, patient abuse, felony conviction relating to health care fraud or felony conviction relating to controlled substances), and (ii) is not currently excluded, debarred, suspended or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or non-procurement programs.

7. INSURANCE

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

Said General Liability policies shall name the Network as an additional insured and shall provide that the insurance company will not cancel said policy of insurance without providing the Chief Executive Officer of the Network thirty (30) days advance written notice thereof.

The School shall comply with any and all requirements under the Workers Compensation laws of the State of New Jersey with respect to coverage for School faculty members and employees in connection with their activities under this agreement.

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

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

Said General Liability policies shall name the School as an additional insured and shall provide that the insurance company will not cancel said policy of insurance without providing the Chief Executive Officer of the School thirty (30) days advance written notice thereof. Network shall submit to School prior to the Effective Date of this Agreement, a copy of a policy or a Certificate of Insurance evidencing Network's compliance with the terms of this Agreement. A Copy of the Certificates of Insurance evidencing the aforesaid coverage shall be attached to this Agreement as Exhibit C.

The Network shall comply with any and all requirements under the Workers Compensation laws of the State of New Jersey with respect to coverage for Network employees in connection with their activities under this agreement.

8. INDEPENDENT CONTRACTOR

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

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

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

9. CONFIDENTIALITY

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

10. NO WAIVER

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

11. ENTIRE AGREEMENT

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

12. MODIFICATION

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

13. GOVERNING LAW

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

14. NOTICES

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

As to System:

Robert Wood Johnson Health Network
379 Campus Drive
Somerset, NJ 08873
Attn: Kevin Kurzweil, MICP
Training Center Director

With a copy to:

David A. Mebane, Esq.
General Counsel
RWJBarnabas Health, Inc.
95 Old Short Hills Road
West Orange, NJ 07052


As to School:

Hudson County Community College
70 Sip Avenue
Jersey City, New Jersey 07306
Attn: President

[SIGNATURE PAGE FOLLOWS]


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

ATTEST:



Date: 2/17/2021

ROBERT WOOD JOHNSON HEALTH NETWORK:

By: 

WITNESS:

Date: _____

HUDSON COUNTY COMMUNITY COLLEGE:

By: _____

Exhibit A

JOINT COMMISSION AND DNV ADDENDUM

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

1. The Network will provide oversight of contractual services to ensure that care, treatment and services provided directly to patients is safe, effective, efficient, and of the same level of high quality as services provided directly by the Network. School will cooperate with Network's oversight activities.

2. The School shall meet the performance-based expectations, goals, objectives and benchmarks as set forth in the Agreement and as follows:
 - (a) Ensure that students have met the Network's health requirements, as follows:
 - Physical examination (within past twelve (12) months)
 - Baseline PPD within three (3) months of placement. If 2-Step PPD was performed more than three (3) months prior to placement, a single PPD within three (3) months of placement is required. If PPD+, a negative chest x-ray done within the past twelve (12) months is required.
 - Rubella positive titer or proof of appropriate vaccination
 - Rubeola positive titer or proof of appropriate vaccination
 - Measles positive titer or proof of appropriate vaccination
 - Mumps positive titer or proof of appropriate vaccination
 - Hepatitis B positive surface antigen or proof of appropriate vaccination
 - Varicella positive titer or proof of appropriate vaccination
 - Flu vaccine status-check one:
 - ___ received flu vaccine on _____ (Date)
 - ___ declined flu vaccine based upon medical exception consistent with RWJBarnabas Health policies and procedures
 - ___ declined flu vaccine based upon any exception consistent with RWJBarnabas Health policies and procedures, _____ (State reason)
 - A Criminal Background check was completed _____ (Date) and determined to be acceptable to the sponsoring academic facility

 - (b) Ensure that the School and their students shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time, including standards of The Joint Commission, and medical record policies and guidelines established and approved by the Network, which shall be made available to the students.

3. To the extent applicable to the services provided by the School, the School and its individual students shall comply with the National Patient Safety Goals, participate in the Network's medical error reduction reporting process, and participate in other Network efforts related to patient safety.

4. The School and Network will establish an open line of communication. Each party will appoint an individual to act as a liaison to the other party, to address such matters as customer service issues, patient complaints, and/or staff concerns related to quality and/or safety in order to improve patient care and services provided in the Network. The titles of the initial liaison appointed by each party are _____ for the School and the President and CEO or his or her designee for the Network.
5. The School and each individual student shall disclose all actual or potential conflicts of interest with the Network, prior to execution of this agreement and thereafter as they arise, on forms acceptable to the Network.
6. The School will participate in the Network's patient safety programs as requested by Network, including but not limited to participation by telecommunication, such as conference calls or online conferences.
7. The School and its student(s) will cooperate with the Network in conducting performance improvement for both Network and School activities. The Network may establish performance indicators and thresholds to measure expected levels of performance, which will be conveyed to the School.
8. The School will only assign qualified, competent students to provide participate under this Affiliation Agreement. Each individual student shall have any and all applicable education, licenses, qualifications, training and experience necessary under the Agreement. Individual School students shall only participate as designated by the Network to the individual. The School will provide to the Network, upon request, on the same business day, any information as needed to substantiate individual student qualifications.
9. All School students will complete a Network orientation program prior to commencing to provide services under the Agreement. The School shall conduct periodic performance evaluations of School students, and all individuals providing services under the Agreement shall have a current, satisfactory performance evaluation and shall remain clinically competent. School students shall participate in annual mandatory education with topics as required for New Jersey Department of Health and Senior Services and Joint Commission purposes. The School and the Network shall collaborate to ensure that School students participate in all mandatory educational programs sponsored by the Network that are applicable to the School student's role and responsibility.
10. In providing services pursuant to the Agreement, the School and its individual students shall comply with all applicable Network policies, procedures, rules and regulations, as well as with all state, local and federal laws, rules and regulations.
11. This Addendum has been approved by the parties in accordance with their respective policies and procedures.

EXHIBIT B**RWJBARNABAS HEALTH, INC.
SYSTEM MOBILE HEALTH NETWORK AFFILIATES**

- 1. Clara Maass Medical Center**
- 2. Community Medical Center**
- 3. Jersey City Medical Center**
- 4. Monmouth Medical Center**
- 5. Newark Beth Israel Medical Center**
- 6. Robert Wood Johnson University Hospital – Children’s Specialized Hospital**
- 7. Robert Wood Johnson University Hospital – Hamilton**
- 8. Robert Wood Johnson University Hospital – New Brunswick**
- 9. Robert Wood Johnson University Hospital – Rahway**
- 10. Robert Wood Johnson University Hospital – Somerset**
- 11. Saint Barnabas Medical Center**

**EXHIBIT C
CERTIFICATES OF INSURANCE**

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
April 13, 2021**

X. NEW BUSINESS

INTRODUCED BY: _____

SECONDED BY: _____

DATE: April 13, 2021

Doria, Joseph _____
Fahrenheit, Karen _____
Galvin, Adamarys _____
Gardner, Pamela _____
Kenny, Roberta _____
Lee, Bakari _____
Netchert, William, Chair _____
Peña, Jeanette _____
Rodriguez, Silvia _____
Stahl, Harold _____

_____ Aye _____ Nay

**HUDSON COUNTY COMMUNITY COLLEGE
BOARD OF TRUSTEES MEETING
April 13, 2021**

XI. ADJOURNMENT

RESOLUTION:

NOW, THEREFORE, BE IT RESOLVED THAT the April 13, 2021 meeting of the Hudson County Community College Board of Trustees be adjourned at _____ P.M.

INTRODUCED BY: _____

SECONDED BY: _____

DATE: April 13, 2021

- Doria, Joseph _____
- Fahrenholz, Karen _____
- Galvin, Adamarys _____
- Gardner, Pamela _____
- Kenny, Roberta _____
- Lee, Bakari _____
- Peña, Jeanette _____
- Rodriguez, Silvia _____
- Stahl, Harold _____
- Netchert, William, Chair _____

_____ Aye _____ Nay