

## **OUTCOMES-BASED LOAN PROGRAM GOVERNANCE AGREEMENT**

This Outcomes-Based Loan Program Governance Agreement (this “Agreement”), dated as of [September XX, 2022] (the “Effective Date”), is between Hudson County Community College (“Training Provider”) and Pay It Forward NJ, LLC, a Delaware limited liability company (“Funder”). Training Provider and Funder are referred to herein collectively as the “Parties” and each as a “Party.”

**WHEREAS**, Training Provider is engaged in the business of delivering high-quality, learning programs to teach workforce skills;

**WHEREAS**, Funder is engaged in the business of facilitating the financing of individuals to attend accelerated learning programs;

**WHEREAS**, the Parties desire to implement the New Jersey Pay It Forward program (the “OBL Program”) to promote and provide educational opportunities and access for prospective students in New Jersey via social impact-oriented outcome-based loans (each a “OBL”) originated by a third-party loan originator and purchased by the Funder in order to break down access barriers that have traditionally locked out low-income and underserved populations from high-quality educational programs; and

**WHEREAS**, the Training Provider desires to agree to certain eligibility criteria and enrollment procedures set forth herein for the OBLs;

**WHEREAS**, Funder will purchase the certified OBLs pursuant to a Loan Origination and Sale Agreement (the “Loan Purchase Agreement”), between Funder and Funding University (“Originator”), a third-party originator; and

**WHEREAS**, the Parties agree that for the purposes of implementing the Program, certain governance and learner engagement processes should be followed by all Parties.

**NOW THEREFORE**, in consideration of the promises, responsibilities and covenants herein, the Parties agree as follows:

### **ARTICLE I. DEFINITIONS**

#### Section 1.1    Certain Definitions.

For all purposes of this Agreement, as used in this Agreement (including in the recitals hereto), the following terms shall have the following meanings:

“Aggregate Purchase Commitment” means \$1,760,000 which amount may be modified upon the mutual written consent of the parties Parties hereto.

“Agreement” has the meaning set forth in the preamble hereto.

“Borrower” has the meaning as set forth in Schedule B (Program Operations and Enrollment Procedures).

“Borrower Enrollment and Outcome Data Report” has the meaning as set forth in Schedule C (Data and Reporting).

“Borrower Intake and Enrollment Report” has the meaning as set forth in Schedule C (Data and Reporting).

“Communications Plan” shall have the meaning given to such term in Section 5.1 hereto.

“Effective Date” has the meaning set forth in the preamble hereto.

“Eligibility Criteria” has the meaning as set forth in Schedule B (Program Operations and Enrollment Procedures).

“Eligible Applicant” has the meaning as set forth in Schedule B (Program Operations and Enrollment Procedures).

“Eligible Program” means the Nursing A.S. program, and any additional programs as the Training Provider and the Funder may mutually agree in writing from time to time that constitute an “Eligible Program.”

“Funder Marks” has the meaning set forth in Section 4.1 hereto.

“Indemnified Party” shall have the meaning given to such term in Section 3.8 hereto.

“Indemnifying Party” shall have the meaning given to such term in Section 3.8 hereto.

“Insolvency” means, with respect to any Person, (a) the entry of a decree or order for relief by a court having jurisdiction in the premises in respect of such Person or any substantial part of its property in an involuntary case under any applicable Federal or state bankruptcy, insolvency or other similar law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, insurance commissioner or similar official for such Person or for any substantial part of its property, or ordering the winding-up or liquidation of such Person’s affairs, or the commencement of an involuntary case under the federal bankruptcy laws, as now or hereafter in effect, or another present or future federal or state bankruptcy, insolvency or similar law, rehabilitation, liquidation or similar formal delinquency proceeding, or administrative supervision and such case is not dismissed or stayed within 30 days; or (b) the commencement by such Person of a voluntary case under any applicable Federal or state bankruptcy, insolvency or other similar law now or hereafter in effect, or the consent by such Person to the entry of an order for relief in an involuntary case under any such law, or the consent by such Person to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator, insurance commissioner or similar official for such Person or for any substantial part of its property, or the making by such Person of any general assignment for the benefit of creditors, or the failure by such Person generally to pay its debts as such debts become due, or the taking of action by such Person in furtherance of any of the foregoing.

“Interested Applicants” has the meaning as set forth in Schedule B (Program Operations and Enrollment Procedures).

“Loan Purchase Agreement” has the meaning set forth in the recitals hereto.

“Losses” shall have the meaning given to such term in Section 3.8 hereto.

“Marks” has the meaning set forth in Section 4.1 hereto.

“Material Adverse Event” means a material adverse change in, or a material adverse effect upon, (a) the operations, business, assets, properties, liabilities (actual or contingent), or condition (financial or otherwise) of the Training Provider; (b) the qualifications, licensure, graduation rates, job placement rates, graduate salaries or quality of education programs offered by Training Provider, (c) the rights and remedies of the Funder under any agreement where the Training Provider is a Party; (d) any administrative, equitable or criminal action permitted by a state’s laws which is imposed by a licensing board or other authority against the Training Provider, or (e) the legality, validity, binding effect or enforceability of any OBL due to actions or omissions of the Training Provider.

“Non-Breaching Party” has the meaning set forth in Section 2.2 hereto.

“OBL” has the meaning set forth in the recitals hereto.

“OBL Application ID” has the meaning as set forth in Schedule B (Program Operations and Enrollment Procedures).

“OBL Application Portal” has the meaning as set forth in Schedule B (Program Operations and Enrollment Procedures).

“OBL Program” has the meaning set forth in the recitals hereto.

“Operating Committee” shall have the meaning set forth in Schedule A (Governance).

“Originator” has the meaning set forth in the recitals hereto.

“Person” shall mean an individual, a company, a corporation, a limited liability company, a partnership, a trust, a state, a nation, a governmental agency or any other juridical person.

“Prospective Borrower” has the meaning as set forth in Schedule B (Program Operations and Enrollment Procedures).

“Servicer” means the third-party entity that services the OBLs pursuant to a Servicing Agreement between Funder and such third-party entity.

“Term” shall have the meaning given to such term in Section 2.1 hereto.

“Training Provider” has the meaning set forth in the preamble hereto.

“Training Provider Marks” has the meaning set forth in Section 4.1 hereto.

## ARTICLE II. TERM AND TERMINATION

### Section 2.1 Term

This Agreement shall be effective on the date set forth above and shall continue in full force and effect until the earlier of (i) such date mutually agreed to in writing by the Parties, or (ii) date on which all OBLs governed by this Agreement are discharged, cancelled or paid in full.

### Section 2.2 Termination.

Should either Training Provider or Funder default in the performance of this Agreement or materially breach any of its obligations under this Agreement, the Non-Breaching Party may terminate this Agreement immediately if the breaching Party fails to cure the breach within thirty (30) days (to the extent curable) after having received written notice by the Non-Breaching Party of the breach or default. Notwithstanding the foregoing, this Agreement may be terminated by either Party, without cause, upon sixty (60) days prior written notice to the other Party.

### Section 2.3 Termination upon Dissolution, Insolvency, or Change in Law.

Funder may terminate this Agreement immediately upon delivery of notice to Training Provider, in the event of (a) the dissolution or termination of Training Provider's existence; (b) the insolvency, appointment of a receiver for any part of Training Provider's property, any assignment for the benefit of creditors of Training Provider, or the commencement of any proceeding under bankruptcy or insolvency laws by or against Training Provider or Funder (but in the case of an involuntary Insolvency proceeding, only upon the entry of an order for relief); (c) the commencement of foreclosure, whether by judicial proceeding, self-help, repossession, or any other method, by any creditor of Training Provider against any of Training Provider's assets to the extent not contested by Training Provider in good faith and by appropriate proceedings; and/or (d) a change in law such that Funder's or Training Provider's performance under this Agreement would constitute a breach of any applicable law.

### Section 2.4 Effect of Termination; Survival.

Upon expiration of the Term or earlier termination of this Agreement pursuant to Section 2.2 or Section 2.3 hereto, no additional Prospective Borrowers will be provided with an OBL, but all other provisions of this Agreement will survive with respect to the OBLs already issued until all obligations of the Borrowers and Parties related to all OBLs have been satisfied or waived. Without limitation of the foregoing, all conditions, provisions and terms of this Agreement which contemplate performance or observance subsequent to the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and continue in full force and effect except for those conditions, provisions and terms that only provide for performance or observance during the Term. Notwithstanding the foregoing, the Parties agree that the provisions

of Sections 3.8, 3.9 and 9.1 shall survive the termination of this Agreement indefinitely for any reason whatsoever.

### **ARTICLE III. AGREEMENT TERMS**

#### **Section 3.1 OBL Application Portal.**

During the Term, Funder will agree to keep the OBL Application Portal open to Prospective Borrowers enrolled in the Eligible Program and purchase from the Originator OBLs that are submitted via the OBL Application Portal, subject to the terms and conditions set forth in this Agreement. Notwithstanding anything to the contrary set forth in this Agreement, Funder will keep the OBL Application Portal open solely to the extent that (i) OBLs certified by the Prospective Borrowers therein are eligible, and (ii) no Material Adverse Event has occurred or is continuing, and (iii) the Aggregate Purchase Commitment has not been exceeded for OBLs to Borrowers purchased by Funder.

#### **Section 3.2 Borrower Certification.**

Prior to the origination of any OBL and prior to each subsequent disbursement of OBL funds to Training Provider, Originator will require certification from the Training Provider that such OBL is eligible for origination or disbursement, as applicable. Training Provider agrees to certify each OBL, as applicable, pursuant to the procedures set forth in Schedule B (Program Operations and Enrollment Procedures).

#### **Section 3.3 Refund Policy and Notice of Withdrawals**

Upon a Borrower's early withdrawal from an Eligible Program, such Borrower will be entitled to a refund of their outstanding OBL amount in accordance with the Refund Policy attached as Exhibit I. Training Provider agrees to provide Funder with notice of any Borrower's withdrawal from an Eligible Program within five (5) business days of such withdrawal.

#### **Section 3.4 Governance**

Promptly and in any event within thirty (30) days after the execution of this Agreement, the Parties will form the Operating Committee, as contemplated by Schedule A (Governance), which committee will have the powers and duties set forth in Schedule A (Governance). Training Provider agrees to participate in the governance of the OBL Program as set forth in Schedule A (Governance).

#### **Section 3.5 Data and Reporting.**

In order to ensure appropriate oversight of the OBL Program, Training Provider agrees to comply with the reporting obligations set forth in Schedule C (Data and Reporting).

#### **Section 3.6 Student Bill of Rights**

In order to ensure that Borrowers have knowledge of the intent of the OBL Program and their rights and obligations thereunder, the Training Provider agrees to provide each Interested

Applicant a copy of the Student Bill of Rights and the OBL Program Terms in the form of Exhibit 1 (Student Bill of Rights) to Schedule B (Program Operations and Enrollment Procedures) .

### Section 3.7      Student Engagement General Procedures and Policies

In order to assist in enrollment of new Borrowers into the OBL Program, the Parties agree to comply with the procedures set forth in Schedule B (Program Operations and Enrollment Procedures).

### Section 3.8      Indemnification & Indemnification Procedure

Each Party (the “Indemnifying Party”) shall indemnify, defend and hold harmless each of the other Parties, as applicable, and their respective officers, directors, employees, agents, successors and assigns (collectively, each an “Indemnified Party”) against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees and the costs of enforcing any right to indemnification under this Agreement and the cost of pursuing any insurance providers (“Losses”) arising out of or resulting from any claim, suit, action or proceeding related to or arising out of or resulting from its: (i) material breach of any representation, warranty, covenant or obligation under this Agreement; and (ii) gross negligence, willful misconduct or fraud in connection with the performance of its obligations under this Agreement; provided, however, that none of the Parties is obligated to indemnify or defend either of the other Parties against any Losses arising out of or resulting from such other Party’s (a) willful, reckless or fraudulent acts or omissions; or (b) bad faith failure to materially comply with any of its obligations set forth in this Agreement.

An Indemnified Party will promptly notify the Indemnifying Party of the existence of any third-party claim, demand or other action giving rise to a claim for indemnification under this Section 2.5 and will give the Indemnifying Party a reasonable opportunity to defend the same at its own expense and with its own counsel provided that the Indemnified Party will at all times have the right to participate in such defense at its own expense.

### Section 3.9      Limitation of Liability

With the exception of gross negligence, bad faith, or willful misconduct, neither of the Parties will be liable to the other Party for any incidental, punitive, indirect or consequential damages related to or in connection with this Agreement, even if advised of the possibility of such damages.

Section 3.10 Non-Exclusive Relationship.

The Parties agree that this Agreement is not intended to create an exclusive relationship. Training Provider may use other loan facilitators during the Term, and Funder may facilitate OBLs to programs other than Training Provider.

**ARTICLE IV. MARKS**

Section 4.1 License.

Funder hereby grants to Training Provider a nonexclusive, nontransferable license to use Funder trademarks and service marks (the “Funder Marks”) solely in the performance of Training Provider’s obligations under this Agreement and as part of any cobranding in which Funder and Training Provider may agree to engage. Training Provider hereby grants to Funder a nonexclusive, nontransferable license to use its trademarks and service marks (the “Training Provider Marks” and, together with the Funder Marks, the “Marks”) solely in the performance of Funder’s obligations under this Agreement and as part of any cobranding in which Funder and Training Provider may agree to engage. Funder on behalf of Funder reserves the right to substitute new Funder Marks in its discretion, and Training Provider reserves the right to substitute new Training Provider Marks in its discretion. At all times, each Party shall remain the owner of their respective Marks.

Section 4.2 Use of Marks.

Each Party shall include an appropriate trademark indicator with each use of the other Party’s Marks permitted hereunder. Each Party acknowledges the other Party’s rights, title, and interest in and to such Party’s Marks and the other Party’s exclusive right to license the use of its Marks. Each Party will use the other Party’s Marks as permitted hereunder in a dignified manner, consistent with and enhancing the general reputation of such Marks, in accordance with good trademark practice, and without any variation unless approved in writing by the other Party prior to use. Any and all goodwill arising from a Party’s use of the other Party’s Marks shall inure solely to the benefit of the other Party, and neither during nor after the termination of this Agreement and the licenses granted hereunder, shall the first Party assert any claim to the other Party’s Marks or such goodwill.

Section 4.3 Further Assurances.

Each Party agrees that, during and after the term of this Agreement, it will execute such documents as the other Party may reasonably request from time to time to ensure that all right, title, and interest in and to the other Party’s Marks reside with such other Party, so long as not inconsistent with applicable law or with undertakings or obligations owed to Borrowers.

**ARTICLE V. PUBLICITY**

Section 5.1 Publicity.

Neither Party shall make announcements (including press releases) with respect to this Agreement, or the OBLs contemplated thereby other than in accordance with a communications

plan as may be prepared by Funder and agreed to by the Training Provider (the “Communications Plan”). Other than in accordance with the Communications Plan, the Funder may make announcements with respect to the Impact OBL Program that name the Training Provider only upon the prior written consent of the Training Provider. Notwithstanding the foregoing, neither Party shall provide or disclose, without prior written consent of the other Party, any identifying or personal information, transaction information, credit information or other similar information about any Applicant, Prospective Borrower, or Borrower in each case in connection with their application for, or receipt of, an OBL. For the avoidance of doubt, any information related to learner outcomes, graduation and placement rates, and salary information pertaining to the Training Provider programs shall be deemed Training Provider’s confidential information; provided, however, that Funder may use and disclose such information (a) to the extent it does not identify Training Provider or any Borrowers in connection with such disclosure or (b) with prior written approval from Training Provider.

Section 5.2 Successful Examples.

At least semi-annually, Training Provider will seek consent from at least five (5) Borrowers, each of whom Training Provider deems to be successful in their placement after graduation from an Eligible Program, to share contact information and other details related such Borrower with Funder. Upon Borrowers’ prior written consent, Funder may choose to publicly share the experiences of successful Borrowers through personal profiles, photographs, news articles, social media posts, or any other elements or media platforms to be jointly determined by the Parties. Training Provider must pre-approve all publications about Borrowers. Notwithstanding the foregoing, neither Party shall undertake any action under this Section 5.2 unless in accordance with the Communications Plan prepared by Funder and agreed to by the Parties, as contemplated in Section 5.1.

**ARTICLE VI. REPRESENTATIONS AND WARRANTIES**

Section 6.1 Funder’s Representations and Warranties

Funder represents and warrants to Training Provider that:

- a. No contractual obligations exist that would prevent Funder from entering into this Agreement;
- b. Funder is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation and has all licenses and registrations wherever necessary to carry on its business as now being conducted (including, without limitation, under this Agreement). Funder has the requisite power and authority to execute, deliver, and perform under this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized;
- c. There is not now, and has never been, any investigation, notice of noncompliance, claim of violation, or other regulatory action or proceeding by, from or before any



governmental authority against Funder that would prevent Funder from performing its obligations under this Agreement; and

- d. Funder is solvent, has adequate capital to meet all its current and reasonably anticipated financial obligations and carry on its business for the term of this Agreement, and has no knowledge of any facts or circumstances that would lead it to believe that it will become insolvent or may file for reorganization or liquidation under the bankruptcy or reorganization laws of any jurisdiction within the term of this Agreement.

## Section 6.2 Training Provider's Representations and Warranties

Training Provider represents and warrants to as follows:

- a. No contractual obligations exist that would in any material respect prevent Training Provider from entering into this Agreement;
- b. Training Provider has the requisite power and authority to execute, deliver, and perform under this Agreement and the consummation of the transactions contemplated hereby have been duly and validly authorized;
- c. The information Training Provider has provided to Funder regarding the quality of its educational programs, including but not limited to, graduation rates, job placement rates, and salaries of its graduates, is true and accurate in all material respects;
- d. Training Provider is a covered institution as defined in 20 USCS § 1019(2) under the Higher Education Act of 1965, as amended from time to time, or any successor statute (the "Higher Education Act");
- e. Training Provider has obtained all regulatory licenses, approvals, accreditations, and permits required under applicable Laws;
- f. There is not now, and has never been, any investigation, notice of noncompliance, claim of violation, or other regulatory action or proceeding by, from or before any governmental authority against Training Provider that would prevent it from performing its obligations under this Agreement; and
- g. Training Provider is solvent, has adequate capital to meet all its current and reasonably anticipated financial obligations and carry on its business for the term of this Agreement, and has no knowledge of any facts or circumstances that would lead it to believe that it will become insolvent or may file for reorganization or liquidation under the bankruptcy or reorganization laws of any jurisdiction within the term of this Agreement.

## **ARTICLE VII. GENERAL OBLIGATIONS OF TRAINING PROVIDER**

### **Section 7.1 Eligible Programs.**

Training Provider shall use commercially reasonable efforts to offer the Eligible Programs through the Term of this Agreement. Initially, the duration of the Eligible Program shall be [24 months].

### **Section 7.2 Compliance with Laws.**

Training Provider shall comply in all material respects with all laws, rules, and regulations applicable to Training Provider in connection with its performance under this Agreement. Upon request, and unless prohibited by applicable Law or a governmental authority, Training Provider agrees to provide Funder with copies of all applicable regulatory applications, approvals, licenses, permits and related documents made or held by Training Provider, wherein such information shall be the confidential information of Training Provider.

### **Section 7.3 Financial Statements.**

To the extent they are not publicly available, Training Provider agrees to provide quarterly to Funder a summary copy of its true and correct unaudited financial statements, subject to normal year-end adjustments.

### **Section 7.4 Notification of Material Adverse Change.**

Training Provider agrees to notify Funder without unreasonable delay, and in all cases within five (5) business days, upon Training Provider's determination that there has occurred a Material Adverse Event. Upon the determination of an occurrence of a Material Adverse Event by either Funder or Training Provider, the Funder may pause Training Provider access to the OBL Application Portal with immediate effect upon written notice to Training Provider.

## **ARTICLE VIII. GENERAL OBLIGATIONS OF FUNDER**

### **Section 8.1 Compliance with Laws.**

Funder shall comply in all material respects with all laws, rules and regulations applicable to Funder in connection with its performance under this Agreement.

### **Section 8.2 Changes to Representations and Warranties.**

Funder will promptly notify Training Provider of any changes that would make the representations and warranties herein untrue or inaccurate in any respect on or following the date of such change.

## ARTICLE IX. MISCELLANEOUS

### Section 9.1 Miscellaneous.

(a) Governing Law. The validity, interpretation, construction and performance of this Agreement, and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey, without giving effect to principles of conflicts of law.

(b) Waiver of Jury Trial. Each of the Parties hereto hereby irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or related to this Agreement or the transactions contemplated hereby.

(c) Entire Agreement. This Agreement, including all the Exhibits hereto which are incorporated into this Agreement in their entirety, sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof.

(d) Amendments and Waivers. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

(e) Successors and Assigns. Except as otherwise provided in this Agreement, this Agreement, and the rights and obligations of the parties hereunder, will be binding upon and inure to the benefit of their respective successors, assigns, heirs, executors, Funders, and legal representatives. No Party may assign, whether voluntarily or by operation of law, any of its rights and obligations under this Agreement, except with the prior written consent of the other parties.

(f) Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement, (ii) the balance of the Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of the Agreement shall be enforceable in accordance with its terms.

(g) Construction. This Agreement is the result of negotiations between and has been reviewed by each of the parties hereto and their respective counsel, if any; accordingly, this Agreement shall be deemed to be the product of all of the parties hereto, and no ambiguity shall be construed in favor of or against any one of the parties hereto.

(h) Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of an electronic copy will have the same force

and effect as execution of an original, and an electronic signature will be deemed an original and valid signature.

(i) Notice. Any notice, demand or request required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficient when delivered personally or by overnight courier or sent by email, or 48 hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the Party to be notified at such Party's address set forth below, as subsequently modified by written notice:

If to the Funder:

Pay It Forward NJ, LLC  
c/o Social Finance, Inc.  
2 Atlantic Avenue, 5<sup>th</sup> Floor  
Boston MA 02110  
Attention: Legal Department  
Email: [legal@socialfinance.org](mailto:legal@socialfinance.org)

If to the Training Provider:

Hudson County Community College  
[Address]  
[City, State, Zipcode]  
[Email]

*[Signature Page to follow]*

By execution of this Agreement, the Parties agree to the terms and conditions of this Agreement.

**HUDSON COUNTY COMMUNITY COLLEGE**

By: \_\_\_\_\_  
Name:  
Title:

**PAY IT FORWARD NJ, LLC**

By: \_\_\_\_\_  
Name: Navjeet K. Bal  
Title: Treasurer

**SCHEDULE A**  
**GOVERNANCE**

<p><b>Overview</b></p>	<p><b>Governance</b> will be implemented through an advisory Operating Committee. Funder shall be responsible for scheduling all governance meetings, proposing an agenda in advance with the input of the other members of the committee and circulating notes and follow-ups after the meeting. The roles and responsibilities of the Operating Committee are detailed below.</p> <p><b>Reports</b> will be comprised of key operational and financial metrics and will be reviewed by the Operating Committee to track the OBL Program’s progress and advise on operational changes that may enable to OBL Program to be more successful.</p>
<p><b>COMMITTEE STRUCTURE</b></p>	
<p><b>Operating Committee</b></p>	<p><b>Purpose.</b> The purpose of the Operating Committee is to further support the OBL Program by helping review and conduct analysis, based on standard reporting provided by Training Provider, of enrollment trends, withdrawal rates, graduation rates, placement rates, and other matters identified by the Operating Committee as relevant for managing the OBL Program.</p> <p><b>Key Responsibilities.</b> The Operating Committee shall review and advise on the implementation and operation of the OBL Program, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Convene monthly for the first twelve (12) months of the OBL Program. Meeting cadence after the first twelve (12) months shall be determined by the Operating Committee.</li> <li>• Review and monitor supportive service utilization and discuss ways to improve, alter, or scale up supportive services as needed.</li> <li>• Ensure OBL Program partners are operating in alignment with the Student Bill of Rights set forth in <u>Exhibit 1</u> (Student Bill of Rights).</li> <li>• On a monthly basis, review reports collected pursuant to <u>Schedule C</u> (Data and Reporting).</li> <li>• On a monthly basis, review the number of Borrowers that are delinquent on OBL obligations and advise to Funder a course of action, up to and potentially including the pursuit of any legal proceedings or cancellation of the relevant OBLs.</li> </ul> <p><b>Permanent Committee Participants.</b> The Operating Committee shall be comprised of representatives from each of the following:</p> <ul style="list-style-type: none"> <li>• Designee, Funder</li> <li>• Designee, Training Provider</li> </ul>

**Additional Optional Participants.** The Operating Committee may also include representatives from each of the following, but no such representatives shall be required in order for a session of the Operating Committee to be called:

- Designee, Originator
- Designee, Servicer
- Designee, State of New Jersey

**Additional Observation Rights.** Additional participant seats may be added upon approval by the Operating Committee.

## **SCHEDULE B**

### **PROGRAM OPERATIONS AND ENROLLMENT PROCEDURES**

#### **Eligibility Criteria**

OBL applicants must self-certify, or be certified by the Originator, that they meet the following criteria in order to be eligible for an OBL:

- Intent to enroll in an Eligible Program;
- Authorized to work in the United States;
- Aged 18 or older;
- No degree attained higher than the equivalent of a US Bachelor's degree; AND
- Resident of New Jersey or NJ Dreamer status

OBL applicants must also meet **one** of the following criteria:

- Individual's annualized income is equal to or below \$65,000;
- Individual has received within the past six months TANF, SNAP, SSI, or other public assistance;
- Veteran status; OR
- Formerly incarcerated or involved in the criminal justice system.

The Funder may adjust this Eligibility Criteria (collectively, the "Eligibility Criteria") at any time in its sole discretion.

#### **Enrollment Procedures**

In order to assist in enrollment of new Borrowers into the OBL Program, the Training Provider agrees to engage in the following:

- i. Inform students interested in the Eligible Program about financing options including the OBL Program;
- ii. Provide each student interested in the OBL ("Interested Applicants") with a financial counseling session lasting at least fifteen (15) minutes where representatives of Training Provider shall counsel the Interested Applicant on the repayment obligation (including the refund policy described in Exhibit I to this Agreement) they would undertake by becoming a Borrower, as outlined in the Student Bill of Rights (Exhibit 1). Training Provider will provide the Interested Applicant with a copy of the Student Bill of Rights (Exhibit 1) during the financial counseling session;
- iii. During the financial counseling session, assess and discuss with the Interested Applicant the Eligibility Criteria and whether such Interested Applicant is likely eligible for the OBL;
- iv. Upon determination by Training Provider that an Interested Applicant is likely eligible for the OBL and understands their prospective obligations under the OBL, the Training Provider will assign the eligible Interested Applicant ("Eligible Applicant") a unique identifier (the "OBL Application ID") from a the list of OBL Application IDs provided by the Originator, communicate that OBL Application ID to the Eligible Applicant, and



provide the Eligible Applicant with a link to the OBL application website (“OBL Application Portal”), hosted by Originator.

- v. Once an Eligible Applicant has submitted complete application information via the OBL Application Portal (such Eligible Applicant, a “Prospective Borrower”), Originator will provide such Prospective Borrower with the materials necessary to complete and execute, within the OBL Application Portal, an OBL agreement. Prior to finalizing an OBL, Training Provider will certify to Originator that (i) Prospective Borrower is currently enrolled in an Eligible Program, and (ii) the loan amount requested by the Prospective Borrower is less than or equal to the Training Provider’s maximum cost of attendance minus any aid or other loans received by the Prospective Borrower. Prior to each subsequent disbursement of OBL funds to Training Provider, Training Provider will certify to Originator that Borrower is still currently enrolled in an Eligible Program.
- vi. Upon certification by the Training Provider, Originator will provide the Prospective Borrower with a Final Disclosure. After the right-to-cancel waiting period has expired, such Prospective Borrower will be considered a “Borrower” and Originator will disburse funds to Training Provider on behalf of the certified Borrower.

## **EXHIBIT 1**

### **STUDENT BILL OF RIGHTS**

**RIGHT TO SUPPORT SERVICES:** Students have the right to support services that help them graduate, find good jobs, and achieve increased economic well-being. These include:

- Living Stipend Grant: Students will receive cash assistance to help with expenses while in school. Students will receive these funds in multiple installments via prepaid debit cards issued by US Bank. Students are not responsible for repaying these funds. Students are advised to consult with a tax expert to understand tax obligations associated with the living stipend grant.
- Additional Support Services: Students will have access to additional support services at no additional cost, including access to mental health counseling and emergency financial assistance, if needed.

**RIGHT TO TRANSPARENCY:** Students have the right to see clear, complete, and easy to comprehend terms and costs affiliated with their loan. Accordingly, each Student will be provided:

- Disclosures Containing Loan Terms: All loan terms and costs are detailed in the Application and Solicitation Disclosure, the Approval Disclosure, and the Final Disclosure in accordance with the Truth in Lending Act (Regulation Z).

**RIGHT TO OPEN COMMUNICATION:** Students have the right to have open access to staff throughout the lifecycle of their loan (from pre-application to full repayment) who can answer their questions and care about their success.

- Loan Origination: Student loans will be originated by **Funding U**. They will communicate with you regarding the status of your loan application. They will disburse your loan to your training provider. For questions about your loan application, please contact Funding U at [info@funding-u.com](mailto:info@funding-u.com).
- Loan Servicing: Student loans will be serviced by **MOHELA**. They will communicate with you regarding all repayment obligations, and you will be responsible for remitting payments and submitting required documentation to MOHELA. For questions about loan repayment, please contact MOHELA at 888-212-5908.
- Support Services: For general questions about living stipend grants and additional support services, please contact your training provider. For questions related to the prepaid debit cards, please contact US Bank at 877-474-0010.

**RIGHT TO STUDENT-CENTRIC FINANCING:** Students have the right to finance their education in a way that is cost-effective and linked to their career success. Therefore, every NJ PIF Program Loan will have:

- Loan Amount linked to Funding Gap: A Student may apply for a loan at the advertised list price of the educational program, minus any other grants or payments received (if applicable). The list price will be provided to the Student by the training provider.
- Maximum Loan Payment Term: The maximum numbers of months during which a Student will make Loan payments is **60 months** (5 years) from the end of the Grace Period. If a Student repays the full loan amount before 60 months, the repayment obligation will terminate early.
- Payment Cap: Students will never be charged more than the face value of the loan. No interest fees are charged and Students are not responsible for any loan fees for the NJ PIF Program.
  - If Students withdraw prior to completing 60% of the training program, the payment cap will be adjusted based upon the portion of the training program completed. For example, if you take out a \$10,000 loan and withdraw after 40% of the training program, you will be responsible for maximum repayments of up to \$4,000. Your monthly payments will still be based upon your income, and your maximum payment term will still be five years. However, if you withdraw after completing 60% of the training program, your payment cap will not be adjusted.
- Downside Protection: Students will not have a payment due in months in which their income is below the Minimum Income Threshold and they have applied for and been granted a deferment. The Minimum Income Threshold is a dynamic amount equal to \$1,000 per month above 150% of the Federal Poverty Level. The 2022 Federal Poverty Level can be found [here](#). These thresholds will change as Federal Poverty Levels change.
  - Deferments may also be granted for the following reasons: 1) on active military duty; 2) have been affected by a natural disaster; 3) have declared bankruptcy; and 4) experiencing extenuating personal hardship.
- Monthly Payment based on Actual Income: For Students earning above the Minimum Income Threshold, their monthly payment amounts will be 10% of their monthly discretionary income.
  - Discretionary income is the amount earned above and beyond 150% of the Federal Poverty Level based upon household size. A Student’s repayments will never exceed the total value of the loan or extend past 5 years (60 months). However, as income decreases or increases, monthly payments will fluctuate. The table below shows monthly payment obligations based on household size. Your payments will be based on your actual household size.
  - Students are responsible for providing proof of income to the Loan Servicer. If a Student does not provide proof of income, the Loan Servicer will assume they are earning the median income for the occupation for which they trained, per current Bureau of Labor Statistics data.

Annual Income	Monthly Payments						
	Household Size of 1	Household Size of 2	Household Size of 3	Household Size of 4	Household Size of 5	Household Size of 6	Household Size of 7

<b>&lt;\$30,000</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>\$35,000</b>	\$122	\$0	\$0	\$0	\$0	\$0	\$0
<b>\$40,000</b>	\$163	\$104	\$0	\$0	\$0	\$0	\$0
<b>\$45,000</b>	\$205	\$146	\$0	\$0	\$0	\$0	\$0
<b>\$50,000</b>	\$247	\$188	\$129	\$0	\$0	\$0	\$0
<b>\$55,000</b>	\$288	\$229	\$170	\$111	\$0	\$0	\$0
<b>\$60,000</b>	\$330	\$271	\$212	\$153	\$0	\$0	\$0
<b>\$65,000</b>	\$372	\$313	\$254	\$195	\$136	\$0	\$0
<b>\$70,000</b>	\$413	\$354	\$295	\$236	\$177	\$118	\$0
<b>\$75,000</b>	\$455	\$396	\$337	\$278	\$219	\$160	\$101
<b>\$80,000</b>	\$497	\$438	\$379	\$320	\$261	\$202	\$143
<b>\$85,000</b>	\$538	\$479	\$420	\$361	\$302	\$243	\$184
<b>\$90,000</b>	\$580	\$521	\$462	\$403	\$344	\$285	\$226
<b>\$95,000</b>	\$622	\$563	\$504	\$445	\$386	\$327	\$268
<b>\$100,000</b>	\$663	\$604	\$545	\$486	\$427	\$368	\$309

- **Grace Period:** A Student is not required to make any payments while in school or during the three-month Grace Period. The Grace Period begins on the 1st day of the month following the date of successful exit (i.e., the date of graduation or job placement, whichever date occurs first), withdrawal, or dismissal from the training program. For example, if you successfully exit, withdraw, or are dismissed from your training program on January 10, 2023:
  - Your Grace Period will begin on February 1, 2023;
  - Your Grace Period will end on April 30, 2023;
  - Your Loan Payment Term will begin on May 1, 2023; your payment will be based on your income from April 2023; and
  - Your first payment will be due by May 26, 2023.

## SCHEDULE C

### **DATA AND REPORTING**

The following reports shall be delivered by the Training Provider and used by Funder and the Operating Committee to measure performance of the OBL Program. The Training Provider shall make available the following reports through templates and processes agreed upon by the Operating Committee pursuant to Schedule A.

#### Section 1      Borrower Intake and Enrollment Report

On a monthly basis, Training Provider shall deliver to Funder a Borrower Intake and Enrollment Report with the following information, if available, for each Borrower using the OBL Application ID assigned by the Originator:

- OBL Application ID
- Attendance begin date
- Expected graduation date

#### Section 2      Borrower Enrollment and Outcome Data Report

On a monthly basis, Training Provider shall deliver to Funder a Borrower Enrollment and Outcome Data Report which shall include the following information, if applicable and available, for each Borrower that has exited an Eligible Program (due to graduation, withdrawal or any other reason):

- OBL Application ID
- Actual date of graduation, withdrawal or other exit date
- Job placement date
- Employer name
- Job title
- Starting salary

## EXHIBIT I

### REFUND POLICY

If a Borrower withdraws from the Eligible Program after beginning but prior to completing a semester or summer session, Funder will direct the Originator to decrease the face value of the related OBL in accordance with the following student refund policy which is subject to change upon the sole discretion of the Funder at any time:

- Withdrawals prior to the Semester/Summer Session 60% Completion Point: If a Borrower withdraws prior to the Semester/Summer Session 60% Completion Point, the Funder will direct Originator to reduce the face value of the OBL equal to a pro rata amount of the related disbursement for such OBL, proportional to the percent of course hours completed prior to withdrawal.
- Withdrawals after the Semester/Summer Session 60% Completion Point: If a Borrower withdraws after the Semester/Summer Session 60% Completion Point, the Borrower will not be entitled to a reduction in the face value of the OBL except in cases where required by existing Training Provider policies or state regulations.

“Semester/Summer Session 60% Completion Point” means that the number of course hours completed by a Borrower exceeds 60% of the total course hours of the semester or summer session.



School of Health Professions  
Rutgers, The State University of New Jersey  
65 Bergen Street, Suite 102  
Newark, NJ 07107

website: <http://shp.rutgers.edu>  
[mahongm@shp.rutgers.edu](mailto:mahongm@shp.rutgers.edu)  
p. 973-972-4276  
f. 973-972-7028

July 14, 2022

Dr. Christopher Reber, President  
Hudson County Community College  
70 Sip Avenue  
Jersey City, NJ 07306  
[creber@hccc.edu](mailto:creber@hccc.edu)

Dear Dr. Reber,

The Rutgers School of Health Professions Psychiatric Rehabilitation and Counseling Professions Department is announcing the transition of the Occupational Therapy Assistant Program from an Associate Degree to a Bachelor's of Science Degree. In light of this transition, we have suspended admissions into the part-time option as of fall 2022. We will be accepting our last full-time cohort in the fall of 2023. Consequently, please accept this letter as notice of termination of our contract (Memorandum of Understanding entitled Joint Degree in Occupational Therapy Assistant between Rutgers, The State University of New Jersey and Hudson Community College (formerly UMDNJ), executed on 4/23/2012). This will be effective as of 9/1/2023, in accordance with the contract specifying at least 6-months notice. However, we will continue to honor the terms therein for students who have already declared interest in the program and who have been admitted and enrolled in Hudson County Community College either prior too or for the Fall 2021 term, and who plan on enrolling in SHP in Fall 2023.

We appreciate your partnership over the years, and note that this decision does not affect any other partnerships or collaborations we may have with Hudson County Community College. Also, please know that we are very interested in establishing a 2+2 articulation agreement from Hudson County Community College AS degree to our new Occupational Therapy Assistant BS Degree.

Thank you,

A handwritten signature in black ink, appearing to read "Gwendolyn Mahon".

Dr. Gwendolyn Mahon  
Dean, Rutgers School of Health Professions

cc: Bianca Thompson Owen, Associate Dean for Enrollment Management and Student Success  
Dr. Ken Gill, Chair, Department of Psychiatric Rehabilitation and Counseling Professions  
Deborah McKinnon-Ace, Program Director, Occupational Therapy Assistant Program  
Dr. Darryl Jones, Vice President of Academic Affair, [djones@hccc.edu](mailto:djones@hccc.edu)  
Kathleen Smith-Winning, [Ksmith-wenning@hccc.edu](mailto:Ksmith-wenning@hccc.edu)

# Hudson County Community College

## Fall Enrollment by Academic Program

Program Name	Term						
	2015FA	2016FA	2017FA	2018FA	2019FA	2020FA	2021FA
Occupational Therapy Assistant A.S.	54	56	54	46	45	30	25
Grand Total	54	56	54	46	45	30	25

Enrollment as of the 10th day of classes in the fall semester.



# Hudson County Community College Degrees and Certificates Awarded

Program Name	Academic Year					
	2014-15	2015-16	2016-17	2017-18	2018-19	2020-21
Occupational Therapy Assistant A.S.	4	3	1	1	1	1
Grand Total	4	3	1	1	1	1



**PROGRAM ANNOUNCEMENT COVER PAGE**

Date: 9/30/2022

Institution	Hudson County Community College	
New Program Title	Health Science	
Degree Designation	Proficiency Certificate	
Programmatic Mission Level for Institution	Associate Degree	
Degree Abbreviation	HEALTHSCI.PROF	
CIP Code and Nomenclature	51.2208 – Health Professions & Related Programs	
Campus(es) where the program will be offered	Journal Square Campus 25 Journal Square Jersey City, N.J.	North Hudson Campus 4800 Kennedy Blvd. Union City, N.J.
Date when program will begin	Spring 2023	
List the institutions with which articulation agreements will be arranged	N/A	

Is licensure required of program graduates to gain employment?      Yes      No

Will the institution seek accreditation for this program?      Yes      No

Program Announcement Narrative:

- Objectives     page(s):     2
- Need     page(s):     3
- Student Enrollments     page(s):     3
- Program Resources     page(s):     3

# Hudson County Community College

## Health Science Proficiency Certificate

### Program Announcement Narrative

#### I. Objectives

The Health Science Proficiency Certificate is an entry level program for students who are either new to healthcare or are changing careers into healthcare and need a general understanding of the field. It is a stackable credential whereby students can continue to the AAS in Health Science.

#### II. Evaluation and Learning Outcomes Assessment

##### Program Learning Outcomes

At the conclusion of this program, graduates will be able to:

1. Understand basic human biology as it relates to health.
2. Apply health and wellness concepts to common diseases.
3. Utilize medical terminology in communication.
4. Compare and contrast dynamics of healthcare.
5. Identify roles and responsibilities of various healthcare professionals.

Program Learning Goal	Program Learning Outcome	Course in the program curriculum assessed	Assessment Methods or Tools
<b>Goal 1:</b> Provide students with principles of structure and function of the human body.	Understand basic human biology as it relates to health.	<b>BIO 107</b>	Midterm & Final Exams
<b>Goal 2:</b> Provide students with basic concepts of health attainment and management.	Apply health and wellness concepts to common diseases.	<b>HLT 124</b>	Discussion questions. Term paper
<b>Goal 3:</b> Promote use of medical language in communication.	Utilize medical terminology in communication.	<b>MDA 106</b>	Weekly quizzes & final exam.
<b>Goal 4:</b> Instruct students in key aspects of the healthcare system.	Compare and contrast dynamics of healthcare.	<b>HLT 115</b>	Final exam Case studies
<b>Goal 5:</b> Provide students with an overview of the roles and responsibilities of various healthcare professionals.	Identify roles and responsibilities of various healthcare professionals.	<b>HLT 111</b>	Discussion questions Case studies

**Assessment variables:**

<b>Assessment Tool</b>	<b>Targeted Audience</b>	<b>Purpose</b>	<b>Timetable</b>
Retention Rate	Enrolled Students	Monitor GPA	Each semester
Completion Rate	Graduation rate	Number who complete the requirements for the certificate	Annual
Transfer Rate	Completed students	Number of graduates who go on to the AAS in Health Science or other degrees.	Annual

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

**Strategic Direction 3: Innovative Programming for Students Aligned with Workforce and Community Need.**

**IV. Need**

There are several current students interested in a career in healthcare but know little about various roles and responsibilities within the discipline or are unprepared for a degree program. The College provides learning experiences to promote skill and knowledge development at all levels. This stackable credential allows students to learn about healthcare in general, as well as professional and technical roles, and earn college credit which they then can apply these credits to a degree program in Health Science.

**V. Students**

It is anticipated that pre-nursing and medical science students as well as other discipline certified students would be interested in this program as an entry into college.

**VI. Program Resources**

All courses are currently in existence. No new courses need to be developed. All courses are available either face-to-face or online.

## VII. Degree Requirements (Curriculum design and course descriptions)

### Curriculum Design

#### Certificate Program: Health Science – Proficiency Certificate

##### General Education Requirement\*

Course Title	Credits
BIO 107 – HUMAN BIOLOGY	4

##### Major (Specialized) Requirement

Course Title	Credits
HLT 111 – INTRODUCTION TO HEALTHCARE	2
HLT 124 – HEALTH & WELLNESS	3
HLT 115 – DYNAMICS OF HEALTHCARE	3
MDA 106 – MEDICAL TERMINOLOGY	3

The Health Science Proficiency Certificate nests into the AAS Health Science Degree program.

*Note regarding requisites:* Students must exit Academic Foundations English and Basic Mathematics to be able to enroll in HLT-124.

## SEMESTER BREAKDOWN

### FIRST 7 WEEK SEMESTER

HLT 111 - INTRO TO HEALTHCARE

HLT 115 - DYNAMICS OF HEALTHCARE

### SECOND 7 WEEK SEMESTER

MDA 106 - MEDICAL TERMINOLOGY

HLT 124 - HEALTH & WELLNESS

### 15 WEEK

BIO 107 - HUMAN BIOLOGY

### SUGGESTED CHOICES OF MAJOR ELECTIVES FOR THE AAS DEGREE:

ANT 101	CULTURAL ANTHROPOLOGY	3
BIO 201	PRACTICAL NUTRITION	3
<b>BIO 107</b>	<b>HUMAN BIOLOGY</b>	<b>4</b>
BIO 250	MICROBIOLOGY	4
SOC 260	RACE & ETHIC RELATIONS	3
HLT 110	CULTURE, DIVERSITY, & HEALTHCARE	3
<b>HLT 111</b>	<b>INTRO TO HEALTHCARE</b>	<b>2</b>
HLT 112	PATHPHYSIOLOGY	3
<b>HLT 115</b>	<b>DYNAMICS OF HEALTHCARE</b>	<b>3</b>
<b>HLT 124</b>	<b>HEALTH &amp; WELLNESS</b>	<b>3</b>
HLT 210	MEDICAL LAW & ETHICS	3
<b>MDA 106</b>	<b>MEDICAL TERMINOLOGY</b>	<b>3</b>
MDA 224	PHARMACOLOGY	3
PHL 218	CONTEMPORARY MORAL ISSUES	3
PSY 260	LIFE SPAN DEVELOPMENT	3
SOC 101	INTRO TO SOCIOLOGY	3

## **Anticipated Cost for the Program**

### **I. Initial One-time Cost for Starting the Program**

Facilities & Equipment Setup	\$ 0
Consultation Fee <sup>1</sup>	\$ 0
Expected cost for preparation for Licensure Exam <sup>2</sup>	\$ 0
Other	\$ 0
TOTAL Initial One-time cost	\$ 0

*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	\$ 0	
Adjunct	\$ 15,286.00	
 TOTAL Instruction	 \$ 15,286.00	
▶ Instructional Support Personnel		
Program Coordinator	\$ 0	(If Needed)
Tutoring – <i>Program specific</i>	\$ 0	
Lab assistance	\$ 0	
Program Advisement	\$ 0	
Clerical	\$ 2500.00	
 TOTAL Inst. Support Personnel	 \$ 2500.00	
▶ Additional library materials	\$ 0	
▶ Contractual Services		
Accreditation fees	\$ 0	
Consultants	\$ 0	
Travel	\$ 0	
Licensure agreements	\$ 0	
TOTAL Contractual Services	\$ 0	

**RWJBARNABAS HEALTH, INC.**

**AFFILIATION AGREEMENT**

This agreement made as of the 1<sup>st</sup> day of October in the year 2022

Between the Hospital, **CLARA MAASS 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 October 1, 2022 and continuing  
Start Date  
until September 30, 2025.  
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 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.
- 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:**

Clara Maass Medical Center  
One Clara Maass Drive  
Belleville, NJ 07109  
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  
Attn: Catherine Sirangelo-Elbadawy  
Dean, Nursing and Health Sciences

***[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:** \_\_\_\_\_  
**Mary Ellen Clyne, Ph.D.**  
**President and CEO**

**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.

**RWJBARNABAS HEALTH, INC.**

**AFFILIATION AGREEMENT**

This agreement made as of the 1<sup>st</sup> day of December in the year 2022

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, 2022 and continuing  
Start Date  
until November 30, 2025.  
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 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.
- 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  
Attn: Catherine Sirangelo-Elbadawy  
Dean, Nursing and Health Sciences

***[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.

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

Agreement, effective September \_1st\_\_\_, 2022 by and between Hudson County Community College (“College”), located at 70 Sip Avenue Jersey City, New Jersey 07306, and

**Fit Foundry (Agency)  
1416 Willow Avenue  
Hoboken, NJ 07030**

1. **TERM**

This contract shall be for a period of two years commencing September \_15th\_\_\_, 2022 and continuing until September \_14th\_\_\_, 2024 for the:

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

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

FIT FOUNDRY 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 FIT FOUNDRY. 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. rubella, rubeola, varicella and mumps immunity as proven by blood test or written physician's confirmation
  - 3. hepatitis B vaccine or signed waiver, if student refuses to be immunized
  - 4. 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 FIT FOUNDRY.

- 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 FIT FOUNDRY, and its respective officers, trustees, employees, faculty members, students, house staff, and attending physicians from and against any and all third-party claims, demands, causes of action, damages and judgments (including, but not limited to, such on behalf of a client or that client's agent or family) which may be imposed upon, incurred, or brought against the Agency 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.

FIT FOUNDRY agrees to protect, indemnify, and hold harmless the College and its officers, trustees, employees, Faculty members, students, house staff, and attending physicians from and against any and all third-party claims, demands, causes of action, damages, and judgments (including, but not limited to such on behalf of a client or that client's agent or family), which may be imposed upon, incurred, or brought against the College as a 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**

FIT FOUNDRY 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:

---

Dave Quevedo, Owner  
Fit Foundry LLC

---

Date

## AFFILIATION AGREEMENT

This Affiliation Agreement ("**Agreement**") is made on/about this \_\_\_\_\_ day of \_\_\_\_\_, by and between Hudson County Community College ("**School**") and Hudson Hospital Opco, LLC d/b/a CarePoint Health – Christ Hospital located at 176 Palisade Avenue, Jersey City, New Jersey 07306 ("**Hospital**").

### RECITALS:

- A. School offers to enrolled students in an associate degree program in the field of Human Services Pre-Social Work.
- B. Hospital operates a comprehensive inpatient acute care facility licensed in the State of New Jersey ("**State**").
- C. School 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 School for such purposes.

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

#### 1. Responsibilities of School.

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

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

## AFFILIATION AGREEMENT

and/or procedures of the School and the Hospital, the Hospital's practices, policies and procedures will prevail.

b. **Student Statements.** School 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.** School shall ensure that Program Participants meet all applicable local, state and federal health requirements. School 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). School 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. School 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.** School shall require the students assigned to Hospital to dress in accordance with dress and personal appearance standards approved by School. 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 School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School 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 School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

f. **OSHA Compliance.** School 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

## AFFILIATION AGREEMENT

"Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (i) information and training about the hazards associated with blood and other potentially infectious materials, (ii) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (iii) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (iv) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

g. **Training.** Prior to a student's first assignment at Hospital, the assignment of a School employee, agent or representative to work at Hospital or the first date of service (after the Effective Date) of a faculty member at Hospital, School 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 School by Hospital and achieve a passing score (as defined by Hospital from time to time) on a set of questions following the training. School shall maintain training records for a minimum of six years, including, without limitation, the names of those students, School 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, School 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 permitted by law.

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

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

## AFFILIATION AGREEMENT

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 School and Hospital, to observe and assist in various aspects of acute care patient care. Hospital shall coordinate School'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 School, Hospital shall assist School in the evaluation of each Program Participant's performance in the Program. However, School 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 School.

b. Any appointments to faculty or staff by either the School 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 School 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 School 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 School nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Hospital. Likewise, neither the Hospital nor any of its agents, representatives, or employees shall be considered agents, representatives, or employees of the School. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. Each Party~~School~~ shall be liable for its own debts, obligations, acts

## AFFILIATION AGREEMENT

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 School 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.** School recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, School and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. School agrees that neither School 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 School'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 School's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with the other Party Hospital or any of its affiliates), neither Hospital, School 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 Hospital 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 Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to the disclosing Party School.

c. **Privacy of Health Information.**

School 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

## AFFILIATION AGREEMENT

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 School 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 School 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 School or its faculty, employees, agents or representatives for School's use in evaluating the student.

School, 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. School 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. School will promptly report to Hospital any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School 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 School or a Program Participant, School 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



## AFFILIATION AGREEMENT

School or a Program Participant, then School 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, School or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in School's or Program Participant's possession.

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

School 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, School 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 School agrees to provide such assistance to Hospital and the individual, as they may reasonably request in connection therewith.

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

e. **Audit.** School shall, within five business days of a written request from Hospital, make available during normal business hours at School 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 School's compliance with this Section 7. If Hospital discovers any violation of this Section 7, School 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.

## AFFILIATION AGREEMENT

### 8. Insurance.

a. School 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 School may be afforded via commercial insurance or self-insurance at state law limits. Hospital acknowledges that workers' compensation and employers' liability insurance coverage does not apply to Program Participants.

b. School 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, evidence of such coverage must be produced at the request of Hospital.

c. School shall secure and maintain at all times during the Term, at its sole expense, professional liability insurance (medical malpractice) covering School and its employees. School shall either provide coverage on behalf of Program Participants (including students) or require Program Participants (including students) to secure such coverage. If Program Participants (including students) provide coverage on their own behalf, such coverage must be placed with an insurer approved by Hospital. Such coverage provided by School 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, School shall provide a certificate of insurance evidencing such coverage.

Such insurance shall not be cancelable except upon 30 days' prior written notice to the Hospital. Such coverage shall be primary and non-contributory. This coverage shall be either (i) on an occurrence basis or (ii) on a claims-made basis. If the coverage is on a claims-made basis, School hereby agrees that prior to the effective date of termination of insurance coverage, School 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, School shall provide a certificate of insurance evidencing such coverage.

9. **Term.** The term of this Agreement ("**Term**"), shall be three (3) years 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.

## AFFILIATION AGREEMENT

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.** School 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, School shall immediately notify Hospital of the same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.

14. **Indemnification.** ~~Each Party~~The School shall indemnify and defend the other Party~~Hospital~~ and its directors, officers, trustees, employees, medical staff, Program Participants, and agents from and against all third-party claims, demands, damages, expenses or liabilities (including reasonable attorneys' fees) arising from or in connection with the negligent acts or omissions activities of the Indemnifying Party~~Program Participants or the School under this Agreement~~. ~~Hospital shall indemnify and defend School and its directors, officers, employees, medical staff, and agents from and against all claims, demands, damages, expenses or liabilities (including reasonable attorneys' fees) arising from the gross negligence or willful misconduct of Hospital under this Agreement.~~

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

## AFFILIATION AGREEMENT

[SIGNATURE PAGE TO FOLLOW]

SCHOOL – HUDSON COUNTY COMMUNITY COLLEGE

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

Name: Christopher M. Reber, Ph.D.

Title: President

Date:

HOSPITAL – CAREPOINT HEALTH – CHRIST HOSPITAL

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

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

Title: Chief Hospital Executive

Date:

## AFFILIATION AGREEMENT

### EXHIBIT A

#### STATEMENT OF RESPONSIBILITY

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

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

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

**Background Checks.** School 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:\_\_\_\_\_

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

**Attending Students:**

1. \_\_\_\_\_
2. \_\_\_\_\_

School:

**Staff:**

1. \_\_\_\_\_
2. \_\_\_\_\_

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

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



**Memorandum of Understanding between Engage NJ Changebuilder VISTA at Hudson County Community College and Engage NJ as ENGAGECorps VISTA Project Partner Site 2022 - 2023**

**The ENGAGECorps VISTA Partner Site will:**

- Pay a \$9,000 program fee to Engage NJ for a one-year full-time VISTA member by September 22, 2022
- Designate an on-site supervisor responsible for daily supervision and reporting requirements
- Secure office/desk space with office supplies for the VISTA
- Provide a phone, computer, voicemail and individual email account as needed
- Provide access to photocopier and printer as needed.

**The VISTA Supervisor will:**

- Follow best practices for ensuring a positive transition for the VISTA member, especially, by advocating for the VISTA so as to make sure they meet the right people, make sure their work is being valued and recognized, and so as to ensure success
- Schedule regular meetings throughout the year with the VISTA member to discuss address issues/work toward goals
- Monitor and track progress toward VISTA's work plan goals
- Attend supervisor trainings as required
- Communicate via phone and email with Engage NJ staff regularly to ensure project flow
- Ensure and encourage VISTA's attendance at Engage NJ events and professional development opportunities
- Ensure all grant-related application and monitoring materials and procedures are completed
- Retain and submit 6-month and 12-month VISTA service term related data through survey system that will include:
  - a. Performance measure data (outputs and outcomes) as it relates to the VISTA members service
  - b. Accomplishments of the VISTA member within the limitations of their VADs as well as accomplishments beyond the VAD
- Act as a liaison to statewide project directors to provide updates on work done.

**Engage NJ and Funder (CNCS) will:**

- Ensure all grant-related application and monitoring materials and procedures are completed
- Oversee and share multiple recruitment strategies to maximize success with VISTA member recruitment.

PLEASE NOTE: If a member voluntarily ends their service or is terminated within the first 30 days from the first day of On Site Orientation and Training (OSOT) on August 23<sup>rd</sup>, we will look to replace the member immediately so they can remain on track with the cohort. After September 22<sup>nd</sup>, we will not be in a position to recruit a replacement VISTA

PLEASE ALSO NOTE: In the case of the VISTA no longer serving at the site during the first six months of service - whether due to resignation or termination - the \$9,000 partner





fee is 50% refundable. Following six months of service, should the VISTA no longer serve at the site for any reason, the \$9,000 fee is nonrefundable

- Provide (OSOT) On- Site Orientation and Training
- Provide supervisor orientation in the lead up to the project commencement
- Visit sites to assist partner projects in assessing progress towards work plan goals and performance measures
- Provide other technical assistance as needed to partner projects and VISTA members
- Lead subsequent years' recruitment and screening of future VISTA members
- Manage health coverage and payroll for VISTA members

I understand, have read and agree to the above:

Signature

Name:

Date:

---

ENGAGECorps VISTA Partner Site Supervisor

Saul Petersen

8.23.22

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Engage NJ Executive Director

**Agency Name:** U.S. DEPARTMENT OF LABOR Employment and Training Administration.

**Funding Opportunity Title:** Strengthening Community Colleges Training Grants (SCC3).

**Deadline for Transmittal of Applications:** October 14, 2022.

**Estimated Available Funds:** \$95,000,000.

**Estimated Range of Awards:** \$1.5M-\$5M).

**Estimated Number of Awards** 35.

**Project Period:** 48 months.

**Eligible Applicants** Community College that is a public institution of higher education as defined in Section 101(a) of the Higher Education Act, and at which the associate degree is primarily the highest degree awarded.

The Department will award bonus points to lead applicants that are Historically Black Colleges and Universities, Tribal Colleges or Universities, Minority-Serving Institutions, or Strengthening Institutions Programs using Department of Education eligibility indicators.

To have a broader reach, colleges that were awarded grants in the first round of SCC (SCC1, FOA-ETA-20-07), or in the second round of SCC (SCC2, FOA-ETA-22-02), will be ineligible to apply as leads in the third round (SCC3), but are eligible to be consortium members

**Purpose of Program:**

The purpose of this program is to address two inter-related needs: 1) to increase the capacity and responsiveness of community colleges to address identified equity gaps (as described in Core Element 1: Advancing Equity), and 2) to meet the skill development needs of employers in in-demand industries and career pathways, as well as the skill development needs of marginalized and underrepresented workers.

Awarded grants will focus on accelerated learning strategies that support skill development, rapid reskilling, and employment through targeted industry sectors and career pathway approaches.

These strategies will also address identified equity gaps to increase full access to educational and economic opportunity—particularly for individuals from historically underrepresented and marginalized populations and communities.

This Opportunity is built around four core elements: 1) Advancing Equity, 2) Accelerated Career Pathways, 3) Results-Driven Project Design, and 4) Sustainable Systems Change.

Focus on advancing equitable employment throughout the grant program, specifically equity gaps in opportunities for credentials, and equity in employment outcomes for the participants served by the community colleges, and may also include increasing the capacity of the colleges to make sustainable shifts in how they support equitable employment

with a new focus on advancing equity by identifying and addressing equity gaps that directly or indirectly impact labor market outcomes for underrepresented and marginalized populations and communities. SCC2 aligns with the Biden-Harris Administration's vision to build community college capacity for in-demand skills training through strategic partnerships between industry, education, and the workforce system. Ultimately, these grants should build the capacity of community colleges to equitably increase access to employment through educational and economic opportunity, by focusing on specific industry sectors and career pathways that will lead to skill development, rapid reskilling, and employment in quality jobs.

#### **Required Partnerships:**

Employers and the public workforce development system are required partners in all projects, which also encourage additional strategic partnerships to support successful employment outcomes for participants and sustainable systems change for community colleges.

#### **Allowable Activities:**

The Department anticipates that the majority of applicants will include the five specific types of allowable activities under Overarching Capacity-Building Activities.

#### **Overarching Capacity-Building Activities**

1. Hiring and/or training instructors or staff (including the costs of salaries and benefits)
2. Purchasing or upgrading classroom supplies/equipment (with prior approval of the grant officer)
3. Activities to support implementing changes in the time or scheduling of courses.
4. Activities to support implementing data integration tools and any associated costs.
5. Activities necessary to support the required third-party evaluation and any associated costs.

Other allowable **costs** See *Full application Page 14*

#### **Proposal Contents:**

Applications submitted in response to this FOA must consist of four separate and distinct parts:  
Narrative limit- 25 double-spaced pages

1. SF-424, "Application for Federal Assistance";
2. Project Budget, composed of the SF-424A and Budget Narrative;
3. Project Narrative; and
4. Attachments to the Project Narrative.

Total Points per section 100. Two additional points if applicant is Minority Serving Institution.

#### **Merit Review and Selection Process:**

A technical merit review panel will carefully evaluate applications against the selection criteria to determine the merit of applications. These criteria are based on the policy goals, priorities, and emphases set forth in this FOA. Up to 102 points may be awarded to an applicant.

**Reporting:**

**Quarterly Progress Reports** SCC2 grants are required to submit a Quarterly Progress Report, consisting of the Quarterly Narrative Report (QNR) and the Quarterly Performance Report (QPR)

**Final Report:** The last Quarterly Progress Report will serve as the grant's Final Performance Report.

**Resources:**

Funding Opportunities inc. SCC <https://www.dol.gov/agencies/eta/grants/apply/find-opportunities>

For questions about the current SCC program (only), please email [SCC@dol.gov](mailto:SCC@dol.gov).