

MASTER AFFILIATION AGREEMENT

This Agreement is made on **July 1st, 2024**, by and between **HUDSON COUNTY COMMUNITY COLLEGE** (the “**College**”), located at 70 Sip Avenue, Jersey City, New Jersey 07306, and **AHS HOSPITAL CORP.** (the “**Hospital**”), located at 475 South Street, Morristown, NJ 07962-1905.

WITNESSETH:

WHEREAS, the College has developed and established an approved educational program and desires to develop a clinical affiliation with the Hospital for purposes of providing clinical experience to the College’s _____ students (the “**Students**”); and

WHEREAS, the Hospital and its affiliates, operates medical facilities in Morris, Union and Sussex Counties and is willing to enter into this Agreement with the College in order to provide the Students an opportunity to obtain clinical or other learning experience at one or more of its facilities; and

WHEREAS, the College may include one or more affiliated programs, Colleges or colleges which College controls or which is controlled by or under common control, or otherwise affiliated, with College, whereby the location of each affiliated program, College or college shall be listed in **Exhibit A** as updated with each rotation or from time to time, whereby such affiliated programs, Colleges or colleges shall be bound by the terms and conditions of this Agreement. For the avoidance of doubt, this is intended to be Master Affiliation Agreement, which may cover more than one program within the College. Individual programs or colleges within a University system should be set forth **Exhibit A**.

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

I. Term

This Agreement shall commence on **July 1st, 2024** and terminate on **June 30th, 2026** unless terminated earlier in accordance with this Agreement. This Agreement may thereafter be renewed for additional two (2) year period upon mutual written consent of the parties.

II. Responsibilities of the College

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

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

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

Further, College hereby agrees to inform the College’s students of the additional terms of the Hospital’s Corporate Compliance Plan, as attached hereto as **Exhibit C**.

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

E. The College shall furnish to the Hospital, at least two (2) weeks prior to the commencement of each semester: i) a proposed list of assignments of Students, including assignment date and times; ii) the number, names (as it appears on government-issued identification [ID]) and educational levels of Students and (iii) a list of the Faculty Members including their names, office phone numbers, and their degree qualifications; the clinical areas of assignment requested; course syllabus and objectives to be met, in the form as set forth on **Exhibit A**, attached hereto. Such lists shall be subject to the Hospital’s review and approval prior to the commencement of each semester. All information must be timely submitted, accurate and complete in order to be accepted by Hospital. Failure to do so may delay the start of coursework for the semester.

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

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

H. Faculty Members shall: 1) arrange a planning meeting with the Program Director or Designated Liaison at least two weeks prior to the first clinical day to discuss objectives and the implementation of these objectives. This discussion will include but not be limited to: a) method of patient assignments, b) role of Staff/involvement with Students, c) specific expectations regarding student responsibilities, including exact time Students will be on the unit, d) method of patient status report, e) special expectations/requirements of unit; 2) plan assignments with the Program Director or Designee and apprise the Program Director of the progression of learning experiences; and 3) report to the Program Director any significant change in the patient's condition as it occurs so that appropriate action may be taken. Further, when applicable to the Student, Faculty Members shall assume responsibility for: a) Patients' charts and medication records completed by a Student, countersigned by the Faculty Member responsible for overseeing the Student's work; b) the correct completion of patient care records and other service documents by the Students; and c) ensuring that Student reports are given to the Program Director at the completion of the clinical day.

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

J. Each Student and Faculty Member assigned to a Hospital facility shall, at the expense of the College, Faculty Member or the Student, submit to an annual background check as set forth on **Exhibit D**.

K. The College shall not assign or refer any Student or Faculty Member to any facility owned or operated by Hospital without having completed a Drug Test Screening in compliance with the requirements set forth set forth on **Exhibit D**.

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

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

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

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

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

Q. The College shall be responsible for the cost of repairing or replacing any of the Hospital's property if such property is broken or damaged by a deliberate or intentional act of any Student or Faculty Member to break or damage such property.

III. Responsibilities of the Hospital

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

B. The Hospital shall designate in writing to the College the name, professional and academic credentials of staff members participating in the clinical education program.

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

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

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

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

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

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

IV. Patient Care

A. Every patient receiving medical care shall be treated with the understanding of the patient and, where necessary, of the patient's parents or guardian that she/he will be involved in the clinical educational program for the Students. The Hospital shall assume the responsibility of obtaining any necessary consent, and/or issuing any necessary notices to a patient or a patient's parents or guardian when necessary. Hospital shall not allow Students to participate in the treatment of any individual for whom such consent was not obtained.

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

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

V. Status

No Student or Faculty Member shall be considered an employee, agent or servant of the Hospital, but rather such individuals shall be considered as visitors or licensees when such individuals are performing duties at the Hospital in connection with the clinical program or this Agreement. No Student or Faculty Member is entitled to any payments from the Hospital in the nature of benefits under any workmen's compensation law or disability law for any acts, illness, occurrence or event occurring in or relating to the Hospital or arising out of the clinical program. Assignments of Students to the Hospital will be made for educational purposes and not fulfill service needs.

VI. Non-Discrimination

The parties to this Agreement hereby agree that they shall not unlawfully discriminate on the basis of age, color, national origin, citizenship status, physical or mental disability, race, religion creed, gender, sex, sexual orientation, gender identity and/or expression, marital status, status with regard to public assistance, status as a disabled veteran, genetic information or any other characteristic protected by federal, state or local law and that each shall fully comply with all applicable Federal and State statutes concerning discrimination in connection with their respective obligations pursuant to this Agreement.

VII. Policies and Procedures

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

VIII. Student Withdrawal or Dismissal from Program

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

IX. Insurance

A. The College will provide for professional and commercial general liability coverage insuring the College and each Student and Faculty Member involved in the clinical program by a minimum of Two Million (\$2,000,000.00) Dollars per claim, and Four Million (\$4,000,000.00) Dollars in the aggregate on an occurrence type basis. It is expressly understood by and between the parties hereto that the above insurance shall be deemed primary insurance and shall not be deemed excess to any insurance now in effect or in the future covering the Hospital, its agents, servants, employees and appointees. Further, the College shall also maintain Workers' Compensation Insurance, applicable to its employees providing services hereunder. Upon the execution of this Agreement, and prior to the start of each semester/rotation, the College shall present the Hospital with evidence of coverage and evidence that such coverage may not be canceled or materially changed without thirty (30) days' prior written notice to the Hospital, as attached hereto as **Exhibit B**. The above limit requirements may be satisfied with one policy or with a combination of policies equal to the total limits required. In cases in which Students are required to provide their own insurance coverage, each Student shall be required to present evidence of insurance coverage prior to the start of each semester. In cases in which the College provides insurance for Students and/or Faculty Members, the College shall provide the Hospital with a certificate of insurance that expressly states that College's insurance policy covers not only the College but also Faculty Members and Students, through a self-insurance program or a third party insurer acceptable to the Hospital.

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

X. Termination

This Agreement may be terminated upon a material breach by the Hospital or the College of any of its obligations under this Agreement that the breaching party fails to cure within thirty (30) days after receipt of written notice from the other party. In addition, either party may terminate this Agreement without cause upon one hundred and twenty (120) days prior written notice to the other. In the event that the Agreement expires or is terminated without cause prior to the completion of an academic semester, all Students assigned to a Hospital facility under this Agreement at the time of termination may continue their educational experience until the end of the then current semester, whereby the Agreement will remain in force for this temporary period.

XI. Indemnification

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

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

THIS SECTION XI DOES NOT APPLY TO NJ STATE COLLEGES.

XII. Compliance with the Law

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

XIII. Intention of the Parties

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

XIV. Modification

Any modification of the terms of this Agreement shall not be effective unless the College provides written Addendum to this Agreement, which is signed by authorized representatives of both parties.

XV. Governing Law

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

XVI. Headings

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

XVII. No Waiver

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

XVIII. Notice

All notices required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing and shall be delivered by hand, by confirmed courier or by United States registered or certified mail, return receipt requested, postage prepaid, to addresses set forth above and addressed to the Legal Counsel of each party. Any notice shall be effective upon receipt, or refusal of receipt.

XIX. Assignment

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

XX. Corporate Compliance Addendum

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

XXI. Entire Agreement

This agreement, together with all exhibits referred to herein, contains the entire agreement of the parties and supersedes all other agreements of the parties, both oral and written. It may not be changed orally but only by an agreement or addendum in writing signed by both parties.

[SIGNATURES FOLLOW]

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

ATTEST:

HUDSON COUNTY COMMUNITY COLLEGE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

AHS HOSPITAL CORP.

Exhibit A

(Attach additional sheets as needed)

Below is the rotation schedule for the _____ [Specialty] program. Students have been assigned to _____ [Site] in accordance with the Affiliation Agreement by and between **AHS Hospital Corp.** and **Hudson County Community College**, entered into on **July 1st, 2024**.

The proposed list of Students assigned to the Hospital are (For each Student, please fill out and attach an Out of Affiliation Medical Student/Resident Rotation Application):

Name:	Education Level:	Rotation Start Date - End Date:
_____	_____	_____
_____	_____	_____
_____	_____	_____

The following is a list of the Faculty Members provided by the College:

Name:	Degree qualifications:	Phone Numbers:
_____	_____	_____
_____	_____	_____

The clinical areas of assignment requested, course syllabus and objectives to be met:

The Clinical Coordinator designated by the College shall be:

Name:	Phone Number:
_____	_____

The Designated Liaison designated by the Hospital shall be:

Name:	Phone Number:
_____	_____

The Program Director designated by the Hospital shall be:

Name:	Phone Number:
_____	_____

Exhibit B

Certificate of Insurance

Exhibit C

Atlantic Health System, Inc.

Corporate Compliance Addendum

For purposes of this Addendum, “Covered Person” means an entity or person who provides patient care items or services or who performs billing or coding functions on behalf of Hospital.

Students of the College, who are participating in the clinical program as provided in the attached Affiliation Agreement (“**Participating Student**”) and the College, shall comply with all legal requirements and Hospital’s own policies and procedures. If during the course of this Agreement, the College or a Participating Student comes to learn of any matter that it or he/she believes may constitute a violation of law, regulation or federal health program requirement, the College or a Participating Student shall promptly notify Hospital. The College and the Participating Students shall cooperate with Hospital as may be necessary for Hospital to comply with its Corporate Integrity Agreement (“**CIA**”) with the Office of Inspector General (“**OIG**”) of the U.S. Department of Health and Human Services (“**CIA Cooperation**”). If the College or a Participating Student is a Covered Person, the CIA Cooperation shall include but is not limited to: (i) ensuring employees and agents performing services under this Agreement timely complete any and all training required by Hospital; (ii) providing information regarding employees and agents who will perform services under this Agreement so that Hospital can screen them against government lists of excluded and sanctioned individuals as required by the CIA; and (iii) informing Hospital in the event that either College or any employee or agent performing services under this Agreement is or becomes excluded, debarred, suspended, or otherwise ineligible to participate in federal health care or other federal programs, or is or has been convicted of a criminal offense that falls within the scope of 42 U.S.C. § 1320a-7(a).

Access to Atlantic Health System’s Code of Ethics and Corporate Compliance Program is available at:

<https://www.atlantichealth.org/en/atlantic/policies.html>

Login name: policies

Password: _____

Exhibit D
Screening Prerequisites

Access to Atlantic Health System's Screenings is available at:

<https://www.atlantichealth.org/screening-exhibit>

Login name: screening

Password: _____

AFFILIATION AGREEMENT

This Affiliation Agreement (“**Agreement**”) is made on/about this 1st day of September, 2024 by and between **Hudson County Community College, located at 70 Sip Avenue, Jersey City, New Jersey, 07306 (“College”)** and **IJKG Opco LLC d/b/a CarePoint Health – Bayonne Medical Center located at 29th Street Avenue E, Bayonne, NJ 07002 (“Hospital”)**.

RECITALS:

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

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

1. **Responsibilities of College.**

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

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

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

AFFILIATION AGREEMENT

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

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

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

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

AFFILIATION AGREEMENT

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

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

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

2. **Responsibilities of Hospital.**

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

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

AFFILIATION AGREEMENT

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

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

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

4. **Withdrawal of Program Participants.**

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

b. Hospital may request College to withdraw or dismiss a Program Participant from the 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. Hospital shall be responsible for its determination to require the withdrawal of a Program Participant from the clinical site. Subject to the provisions of Subsection 4.a. above, it is understood that only College can dismiss the Program Participant from the Program at Hospital.

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

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

7. **Confidentiality.**

a. **Hospital Information.** College recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, College and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. College agrees that neither College nor any Program Participant will at any time, (either during or subsequent to the term of

AFFILIATION AGREEMENT

this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express

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

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

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

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

AFFILIATION AGREEMENT

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

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

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

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

College agrees that, if it or a Program Participant has a legal obligation to disclose any Protected Health Information (e.g., subpoena, court order, etc.), it will notify Hospital promptly after it learns of such obligation. If Hospital or the individual objects to the release of such Protected Health Information, College will allow Hospital and/or the individual to exercise any

AFFILIATION AGREEMENT

legal rights or remedies Hospital and/or the Individual might have to object to the release of the Protected Health Information, and College agrees to provide such assistance to Hospital and the individual, as they may reasonably request in connection therewith.

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

e. **Audit.** College shall, within five business days of a written request from Hospital, make available during normal business hours at College or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of Protected Health Information for the purpose of allowing Hospital to audit and determine College's compliance with this Section 7. If Hospital discovers any violation of this Section 7, College shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

f. **Survival.** The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. **Insurance.**

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

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

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

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

AFFILIATION AGREEMENT

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

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

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

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

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

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

The Hospital shall indemnify and defend the College and its trustees, directors, officers,

AFFILIATION AGREEMENT

employees, faculty, staff, students and agents from and against all third-party claims or liabilities (including reasonable attorneys' fees of the attorney chosen by Hospital to provide the defense) to the extent caused by the negligence or breach of this Agreement by the Hospital or its directors, officers, employees, medical staff and/or agents.

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

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

By: _____

Name: _____

Title: _____

Date: _____

HUDSON COUNTY COMMUNITY COLLEGE

By: _____

Name: _____

Title: _____

Date: _____

AFFILIATION AGREEMENT

EXHIBIT A

STATEMENT OF RESPONSIBILITY

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

Dated this day of , 20 .

Program Participant

Witness _____

AFFILIATION AGREEMENT

EXHIBIT B

CONFIDENTIALITY STATEMENT

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

Dated this day of , 20 .

Program Participant

Witness _____

EXHIBIT C

HEALTH AND BACKGROUND SCREENING ATTESTATION

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

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

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

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

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

Attending Students:

1. _____
2. _____

Staff:

1. _____
2. _____

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

College: **Hudson County Community College**

Name: _____

Title: _____

AFFILIATION AGREEMENT

This Affiliation Agreement (“**Agreement**”) is made on/about this 1st day of September, 2024 by and between **Hudson County Community College, located at 70 Sip Avenue, Jersey City, New Jersey, 07306** (“**College**”) and **Hudson Hospital Opco LLC d/b/a CarePoint Health-Christ Hospital located at 176 Palisade Avenue, Jersey City, NJ 07306** (“**Hospital**”).

RECITALS:

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

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

1. **Responsibilities of College.**

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

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

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

AFFILIATION AGREEMENT

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

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

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

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

AFFILIATION AGREEMENT

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

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

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

2. **Responsibilities of Hospital.**

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

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

AFFILIATION AGREEMENT

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

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

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

4. **Withdrawal of Program Participants.**

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

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

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

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

7. **Confidentiality.**

a. **Hospital Information.** College recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, College and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. College agrees that neither College nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express

AFFILIATION AGREEMENT

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

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

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

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

AFFILIATION AGREEMENT

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

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

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

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

AFFILIATION AGREEMENT

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

e. **Audit.** College shall, within five business days of a written request from Hospital, make available during normal business hours at College or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of Protected Health Information for the purpose of allowing Hospital to audit and determine College's compliance with this Section 7. If Hospital discovers any violation of this Section 7, College shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

f. **Survival.** The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. **Insurance.**

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

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

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

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

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

AFFILIATION AGREEMENT

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

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

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

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

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

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

AFFILIATION AGREEMENT

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

By: _____

Name: _____

Title: _____

Date: _____

HUDSON COUNTY COMMUNITY COLLEGE

By: _____

Name: _____

Title: _____

Date: _____

AFFILIATION AGREEMENT

EXHIBIT A

STATEMENT OF RESPONSIBILITY

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

Dated this day of , 20 .

Program Participant

Witness _____

AFFILIATION AGREEMENT

EXHIBIT B

CONFIDENTIALITY STATEMENT

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

Dated this day of , 20 .

Program Participant

Witness _____

EXHIBIT C

HEALTH AND BACKGROUND SCREENING ATTESTATION

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

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

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

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

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

Attending Students:

1. _____
2. _____

Staff:

1. _____
2. _____

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

College: **Hudson County Community College**

Name: _____

Title: _____

AFFILIATION AGREEMENT

This Affiliation Agreement (“**Agreement**”) is made on/about this 1st day of September 2024 by and between **Hudson County Community College, located at 70 Sip Avenue, Jersey City, New Jersey, 07306 (“College”)** and **HUMCO Opco LLC d/b/a CarePoint Health - Hoboken University Medical Center located at 308 Willow Avenue, Hoboken, NJ 07030 (“Hospital”)**.

RECITALS:

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

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

1. **Responsibilities of College.**

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

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

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

AFFILIATION AGREEMENT

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

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

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

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

AFFILIATION AGREEMENT

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

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

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

2. **Responsibilities of Hospital.**

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

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

AFFILIATION AGREEMENT

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

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

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

4. **Withdrawal of Program Participants.**

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

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

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

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

7. **Confidentiality.**

a. **Hospital Information.** College recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, College and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital. College agrees that neither College nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express

AFFILIATION AGREEMENT

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

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

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

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

AFFILIATION AGREEMENT

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

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

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

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

AFFILIATION AGREEMENT

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

e. **Audit.** College shall, within five business days of a written request from Hospital, make available during normal business hours at College or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of Protected Health Information for the purpose of allowing Hospital to audit and determine College's compliance with this Section 7. If Hospital discovers any violation of this Section 7, College shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

f. **Survival.** The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. **Insurance.**

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

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

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

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

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

AFFILIATION AGREEMENT

termination as provided herein.

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

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

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

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

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

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

AFFILIATION AGREEMENT

Agreement by the Hospital or its directors, officers, employees, medical staff and/or agents.

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

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

By: _____

Name: _____

Title: _____

Date: _____

HUDSON COUNTY COMMUNITY COLLEGE

By: _____

Name: _____

Title: _____

Date: _____

AFFILIATION AGREEMENT

EXHIBIT A

STATEMENT OF RESPONSIBILITY

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

Dated this day of , 20 .

Program Participant

Witness _____

AFFILIATION AGREEMENT

EXHIBIT B

CONFIDENTIALITY STATEMENT

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

Dated this day of , 20 .

Program Participant

Witness _____

EXHIBIT C

HEALTH AND BACKGROUND SCREENING ATTESTATION

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

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

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

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

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

Attending Students:

1. _____
2. _____

Staff:

1. _____
2. _____

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

College: **Hudson County Community College**

Name: _____

Title: _____

AFFILIATION AGREEMENT

This Agreement is made on **September 1, 2024** by and between Hudson County Community College (the “**College**”), located at 70 Sip Avenue, Jersey City, New Jersey 07306, and Peace Care St. Ann’s (the “**Hospital**”), located at 198 Old Bergen Road, Jersey City, NJ 07305.

WITNESSETH:

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

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

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

I. Term

This Agreement shall commence on **September 1, 2024** and terminate on **August 31, 2026** unless terminated earlier in accordance with this Agreement. This Agreement may thereafter be renewed for additional two (2) year periods upon mutual written consent of the parties.

II. Responsibilities of the College

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

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

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

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

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

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

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

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

H. Faculty Members shall: 1) arrange a planning meeting with the Program Director or Designated Liaison at least two weeks prior to the first clinical day to discuss objectives and the implementation of these objectives. This discussion will include but not be limited to: a) method of patient assignments, b) role of Staff/involvement with Students, c) specific expectations regarding student responsibilities, including exact time Students will be on the unit, d) method of patient status report, e) special expectations/requirements of unit; 2) plan assignments with the Program Director or Designee and apprise the Program Director of the progression of learning experiences; and 3) report to the Program Director any significant change in the patient's condition as it occurs so that appropriate action may be taken. Further, when applicable to the Student, Faculty Members shall assume responsibility for: a) Patients' charts and medication records completed by a Student, countersigned by the Faculty Member responsible for overseeing the Student's work; b) the correct completion of patient care records and other service documents by the Students; and c) ensuring that Student reports are given to the Program Director at the completion of the clinical day.

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

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

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

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

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

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

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

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

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

III. Responsibilities of the Hospital

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

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

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

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

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

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

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

H. The Hospital shall advise the College as soon as practicable and consistent with Hospital policies and regulations, if Students or Faculty Members are exposed to any

contagious diseases while participating in the clinical program that were unknown at the time care was rendered by Students or Faculty.

IV. Patient Care

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

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

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

V. Status

No Student or Faculty Member shall be considered an employee, agent or servant of the Hospital, but rather such individuals shall be considered as visitors or licensees when such individuals are performing duties at the Hospital in connection with the clinical program or this Agreement. No Student or Faculty Member is entitled to any payments from the Hospital in the nature of benefits under any workmen's compensation law or disability law for any acts, illness, occurrence or event occurring in or relating to the Hospital or arising out of the clinical program. The provisions of this section is not meant to indicate or imply any legal relationship between College and Student or Faculty Member.

VI. Non-Discrimination

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

VII. Policies and Procedures

The Hospital and the College shall have the right to change their respective policies and procedures in connection with the clinical program. In the event of such a change by either the College or the Hospital, the other party shall be advised in writing two (2) weeks prior to

such change becoming effective. Upon receipt of such notice, the Designated Liaison and the Clinical Coordinator shall take the necessary steps to ensure that all appropriate personnel of their respective institutions are advised of the change and that steps have been taken to ensure compliance therewith.

VIII. Student Withdrawal or Dismissal from Program

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

IX. Insurance

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

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

X. Termination

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

XI. Indemnification

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

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

XII. Compliance with the Law

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

XIII. Intention of the Parties

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

XIV. Modification

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

XV. Governing Law

This Agreement shall be governed by and construed under the laws of the State of New Jersey without regard to New Jersey's conflicts of laws rules or provisions.

XVI. Headings

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

XVII. No Waiver

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

XVIII. Notice

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

College:

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

Hospital:

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

Notices shall be effective upon receipt (or refusal of receipt)

XIX. Assignment

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

XX. Corporate Compliance Addendum

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

[SIGNATURES FOLLOW]

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

ATTEST:

HUDSON COUNTY COMMUNITY COLLEGE

By: _____
Name: _____

By: _____
Name: _____
Title: _____

ATTEST:

PEACE CARE ST. ANN'S

By: _____
Name: _____

By: _____
Name: _____
Title: _____

**STUDENT NURSE AFFILIATION AGREEMENT
BETWEEN
HUDSON COUNTY COMMUNITY COLLEGE
AND
NORTH HUDSON COMMUNITY ACTION CORPORATION**

Agreement effective June 1, 2024 by and between Hudson County Community College, located at 70 Sip Avenue Jersey City, New Jersey 07306, and

**North Hudson Community Action Corporation
714-318th Street, Union City, New Jersey
07087**

1. TERM

This contract shall be for a period of two years commencing June 1, 2024 and continuing until May 30, 2026 for the following program.

REGISTERED NURSING

This agreement shall be reviewed at that 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 that the Agreement expires or is terminated without cause prior to the completion of an academic semester, all Students assigned to a Hospital facility under this Agreement at the time of termination may continue their educational experience until the end of the then current semester, whereby the Agreement will remain in force for this temporary period.

NHCAC may immediately terminate a student(s) participation at the clinical site 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. NHCAC shall be responsible for its decision to terminate a student's participation at the clinical site.

2. COLLEGE RESPONSIBILITIES

The College as the sponsoring agency agrees:

- a. To assume full responsibility for the planning and 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 clinical experience will receive no compensation.
 - d. To require students conform to the rules, regulations and policies of NHCAC. These rules, regulations and policies will be available and reviewed with the students/faculty by the Agency.
 - e. To require student's statements of health screening to include:
 - 1. MMR Titers
 - 2. Hepatitis B Titers
 - 3. 2-step TB or QuantiFERON results
 - 4. Covid-19 vaccination (2 doses)
 - 5. Covid-19 PCR test 72 hours
 - f. To provide medical documentation of any special physical needs of students and to provide for any special allergic needs of the students.
 - g. To complete criminal background check on students and provide the Agency with such evidence upon request.
 - h. To assure that students have their own malpractice insurance and provide the Agency with such evidence upon request.
3. **AGENCY CENTER RESPONSIBILITY**
- a. To participate in joint evaluation of the effectiveness of the clinical experiences through meetings and/or written evaluations of the students and Faculty.
 - b. To provide necessary supplies, facilities, and supervision as may be required to insure quality education for the students without impairing quality client care.
 - c. To provide an orientation of its facilities, policies, and procedures for the College's Faculty and students.
4. **MUTUAL OBLIGATIONS**
- a. The Agency shall at all times retain sole responsibility for all client care, and the extent of participation of the student in assisting with or observing client care. (However, the foregoing statement is not meant to address the issue of ultimate legal liability in the event of a claim.)

- b. Responsibility for planning the clinical 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 NHCAC.
- c. A student of the College may be assigned to any facilities or programs within the Agency system.
- d. Student curriculum, attendance, and scheduling shall be under that direction of the College as long as they do not conflict with the Agency's policies, rules, and regulations.
- e. Students are not employees of either party during the hours in which they participate in this program.
- f. The student of the College will start his/her clinical experience program as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be 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 aggregate.

6. **CONFIDENTIALITY**

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

7. **INDEMINIFICATION**

The College agrees to protect, indemnify and hold harmless NHCAC, 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 judgements (including but not limited to, such on behalf of client or that client's agent or family) which may be imposed upon, incurred, or brought against the Agency as a result of negligence acts of omission or commission by the College or its officers, directors, employees, students or Faculty members committed in connection with this Agreement,

except that such indemnity shall not apply to the extent that the claim, demand, cause of action, damage or judgement arises out of the negligent or wrongful acts or omission of the Agency.

NHCAC 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 judgements (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 a claim, demand, cause of action, damage or judgement arises out of the negligent or wrongful acts or omissions of the College, its officers, directors, employees, students or Faculty.

8. **EMERGENCY MEDICAL CARE**

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

9. **REGULATORY REQUIREMENTS**

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

10. This Agreement and the performance thereunder shall be governed by the laws of the State of New Jersey without regard to New Jersey's conflicts of laws rules or provisions.
11. The parties to this Agreement hereby agree that they shall not unlawfully discriminate on the basis of age, color, national origin, citizenship status, physical or mental disability, race, religion creed, gender, sex, sexual orientation, gender identity and/or expression, marital status, status with regard to public assistance, status as a disabled veteran, genetic information or any other characteristic protected by federal, state or local law and that each shall fully comply with all applicable Federal and State statutes concerning discrimination in connection with their respective obligations pursuant to this Agreement.
12. All notices required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing and shall be delivered by hand, by confirmed courier or by United States registered or certified mail, return receipt requested, postage prepaid, to addresses set forth above and addressed to the individuals executing the agreement on behalf of each party. Any notice shall be effective upon receipt, or refusal of receipt.

X

Christopher M. Reber, President
Hudson County Community College

Date

X

Joan M. Quigley, President/CEO
North Hudson Community Action Corporation

Date

AFFILIATION AGREEMENT

This Agreement is made on **September 1st, 2024**, by and between Hudson County Community College (the “**college**”), located at 70 Sip Avenue, Jersey City, New Jersey 07306, and Hudson Regional Hospital (the “**Hospital**”), located at 55 Meadowlands Parkway, Secaucus, NJ 07094.

WITNESSETH:

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

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

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

I. Term

This Agreement shall commence on **December 1st, 2024** and terminate on **August 31, 2026** unless terminated earlier in accordance with this Agreement. This Agreement may thereafter be renewed for additional two (2) year periods upon mutual written consent of the parties.

II. Responsibilities of the College

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

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

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

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

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

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

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

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

H. Faculty Members shall: 1) arrange a planning meeting with the Program Director or Designated Liaison at least two weeks prior to the first clinical day to discuss

objectives and the implementation of these objectives. This discussion will include but not be limited to: a) method of patient assignments, b) role of Staff/involvement with Students, c) specific expectations regarding student responsibilities, including exact time Students will be on the unit, d) method of patient status report, e) special expectations/requirements of unit; 2) plan assignments with the Program Director or Designee and apprise the Program Director of the progression of learning experiences; and 3) report to the Program Director any significant change in the patient's condition as it occurs so that appropriate action may be taken. Further, when applicable to the Student, Faculty Members shall assume responsibility for: a) Patients' charts and medication records completed by a Student, countersigned by the Faculty Member responsible for overseeing the Student's work; b) the correct completion of patient care records and other service documents by the Students; and c) ensuring that Student reports are given to the Program Director at the completion of the clinical day.

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

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

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

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

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

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

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

P. Faculty Member shall arrange to meet with Program Directors prior to the start of semester rotations to review the clinical guidelines, tour the unit, and to establish mutually

agreeable protocols for communications between Students, Faculty Members and Hospital staff.

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

III. Responsibilities of the Hospital

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

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

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

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

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

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

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

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

IV. Patient Care

A. Every patient receiving medical care shall be treated with the understanding of the patient and, where necessary, of the patient's parents or guardian that she/he will be involved in the clinical educational program for the Students. The Hospital shall assume the responsibility of obtaining any necessary consent, and/or issuing any necessary notices to a patient or a patient's parents or guardian when necessary. Hospital shall not allow Students to participate in the treatment of any individual for whom such consent was not obtained.

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

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

V. Status

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

VI. Non-Discrimination

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

VII. Policies and Procedures

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

their respective institutions are advised of the change and that steps have been taken to ensure compliance therewith.

VIII. Student Withdrawal or Dismissal from Program

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

IX. Insurance

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

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

X. Termination

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

XI. Indemnification

College agrees to indemnify, defend and hold Hudson Regional Hospital harmless for any third-party actions brought against Hospital, including but not limited to, any and all

claims, actions, losses, liabilities, judgements, awards, demands, causes of action, damages, costs and expenses (including reasonable attorneys' fees and expenses of the attorney chosen by the College to provide the defense) resulting from or arising out of participation, instruction, or other student interaction to the extent caused by the negligence of Hudson County Community College.

Hospital agrees to indemnify, defend and hold Hudson County Community College harmless for any third-party actions brought against college, including but not limited to, any and all claims, actions, losses, liabilities, judgements, awards, demands, causes of action, damages, costs and expenses (including reasonable attorneys' fees and expenses of the attorney chosen by the Hospital to provide the defense) resulting from or arising out of participation, instruction, or other student interaction to the extent caused by the negligence of Hudson Regional Hospital.

XII. Compliance with the Law

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

XIII. Intention of the Parties

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

XIV. Modification

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

XV. Governing Law

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

XVI. Headings

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

XVII. No Waiver

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

XVIII. Notice

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

College:

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

Hospital:

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

Any notice shall be effective upon receipt, or refusal of receipt.

Assignment

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

XIX. Corporate Compliance Addendum

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

[SIGNATURES FOLLOW]

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

ATTEST:

HUDSON COUNTY COMMUNITY COLLEGE

By: _____
Name: _____

By: _____
Name: _____
Title: _____

ATTEST:

HUDSON REGIONAL HOSPITAL

By: _____
Name: _____

By: _____
Name: _____
Title: _____

**STUDENT NURSE AFFILIATION AGREEMENT
BETWEEN
HUDSON COUNTY COMMUNITY COLLEGE
AND
NORTH HUDSON COMMUNITY ACTION CORPORATION**

Agreement effective June 1, 2024 by and between Hudson County Community College, located at 70 Sip Avenue Jersey City, New Jersey 07306, and

**North Hudson Community Action Corporation
714-318th Street, Union City, New Jersey
07087**

1. TERM

This contract shall be for a period of two years commencing June 1, 2024 and continuing until May 30, 2026 for the following program.

PRACTICAL NURSING

This agreement shall be reviewed at that 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 that the Agreement expires or is terminated without cause prior to the completion of an academic semester, all Students assigned to a Hospital facility under this Agreement at the time of termination may continue their educational experience until the end of the then current semester, whereby the Agreement will remain in force for this temporary period.

NHCAC may immediately terminate a student(s) participation at the clinical site 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. NHCAC shall be responsible for its decision to terminate a student's participation at the clinical site.

2. COLLEGE RESPONSIBILITIES

The College as the sponsoring agency agrees:

- a. To assume full responsibility for the planning and 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 clinical experience will receive no compensation.
 - d. To require that students conform to the rules, regulations and policies of NHCAC. These rules, regulations and policies will be available and reviewed with the students/faculty by the Agency.
 - e. To require student's statements of health screening to include:
 - 1. MMR Titers
 - 2. Hepatitis B Titers
 - 3. 2-step TB or QuantiFERON results
 - 4. Covid-19 vaccination (2 doses)
 - 5. Covid-19 PCR test 72 hours
 - f. To provide medical documentation of any special physical needs of students and to provide for any special allergic needs of the students.
 - g. To complete criminal background check on students and provide the Agency with such evidence upon request.
 - h. To assure that students have their own malpractice insurance and provide the Agency with such evidence upon request.
3. **AGENCY CENTER RESPONSIBILITY**
- a. To participate in joint evaluation of the effectiveness of the clinical experiences through meetings and/or written evaluations of the students and Faculty.
 - b. To provide necessary supplies, facilities, and supervision as may be required to insure quality education for the students without impairing quality client care.
 - c. To provide an orientation of its facilities, policies, and procedures for the College's Faculty and students.
4. **MUTUAL OBLIGATIONS**
- a. The Agency shall at all times retain sole responsibility for all client care, and the extent of participation of the student in assisting with or observing client care. (However, the foregoing statement is not meant to address the issue of ultimate legal liability in the event of a claim.)

- b. Responsibility for planning the clinical 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 NHCAC.
- c. A student of the College may be assigned to any facilities or programs within the Agency system.
- d. Student curriculum, attendance, and scheduling shall be under that direction of the College as long as they do not conflict with the Agency's policies, rules, and regulations.
- e. Students are not employees of either party during the hours in which they participate in this program.
- f. The student of the College will start his/her clinical experience program as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be 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 aggregate.

6. **CONFIDENTIALITY**

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

7. **INDEMINIFICATION**

The College agrees to protect, indemnify and hold harmless NHCAC, 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 judgements (including but not limited to, such on behalf of client or that client's agent or family) which may be imposed upon, incurred, or brought against the Agency as a result of negligence acts of omission or commission by the College or its officers, directors, employees, students or Faculty members committed in connection with this Agreement,

except that such indemnity shall not apply to the extent that the claim, demand, cause of action, damage or judgement arises out of the negligent or wrongful acts or omission of the Agency.

NHCAC 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 judgements (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 a claim, demand, cause of action, damage or judgement arises out of the negligent or wrongful acts or omissions of the College, its officers, directors, employees, students or Faculty.

8. **EMERGENCY MEDICAL CARE**

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

9. **REGULATORY REQUIREMENTS**

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

10. This Agreement and the performance thereunder shall be governed by the laws of the State of New Jersey without regard to New Jersey's conflicts of laws rules or provisions.
11. The parties to this Agreement hereby agree that they shall not unlawfully discriminate on the basis of age, color, national origin, citizenship status, physical or mental disability, race, religion creed, gender, sex, sexual orientation, gender identity and/or expression, marital status, status with regard to public assistance, status as a disabled veteran, genetic information or any other characteristic protected by federal, state or local law and that each shall fully comply with all applicable Federal and State statutes concerning discrimination in connection with their respective obligations pursuant to this Agreement.
12. All notices required or permitted to be given hereunder or which are given with respect to this Agreement shall be in writing and shall be delivered by hand, by confirmed courier or by United States registered or certified mail, return receipt requested, postage prepaid, to addresses set forth above and addressed to the individuals executing the agreement on behalf of each party. Any notice shall be effective upon receipt, or refusal of receipt.

X

Christopher M. Reber, President
Hudson County Community College

Date

X

Joan M. Quigley, President/CEO
North Hudson Community Action Corporation

Date

School Internship Agreement

This Unpaid School Internship Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between _____ (hereinafter referred to as the "School") and the New Jersey Judiciary, _____ (appointing authority).

- (1) Students need to be at least 16 years old to be eligible for an internship. Interns who are age 18 and above are subject to the same criminal background and fingerprint procedures as regular staff. Interns who have other employment will also be screened for conflicts of interest between that other employment and their Judiciary internship.
- (2) There is no entitlement to wages for the time spent in the Internship. Interns do not displace regular employees and there is no entitlement to a job at the conclusion of the internship.
- (3) The School and the Judiciary each will appoint a staff person to collaborate on a plan to identify learning objectives for the intern.
- (4) The training received while an intern is for the benefit of the student. Within the limits imposed by the Court Rules and Practice, interns will provide some assistance in routine office tasks, and may also study and observe in actual court proceedings and functions. Interns may also be allowed to read court files and case records as authorized by the Judiciary staff member supervising the intern. Any productive work is incidental to achieving learning objectives.
- (5) Interns will be supervised at all times by a court staff member who will maintain regular contact with the school official/faculty sponsor. The Judiciary may release to the school official/faculty advisor applicable information about the intern's performance in the internship.
- (6) The Intern will be monitored by a school official/faculty sponsor who will maintain regular contact with the court staff member.
- (7) An addendum will be attached to this agreement for each intern indicating the dates of that intern's internship and the number of hours the intern is expected to spend on-site at the Judiciary.
- (8) To protect the confidentiality of records, interns are not permitted to give information to any third party regarding court matters. If the intern is required to complete a paper/project for the internship, to ensure confidentiality, true names of litigants/clients are not to be used in papers and written consent of the Judiciary must be obtained prior to the release of any case records to school officials. In addition, information gained during the internship may be

shared only with the faculty and students of the School. No material is to be published in any form without the written permission of the Judiciary.

- (9) Interns are responsible for complying with all applicable Judiciary policies, copies or a summary of which will be given to the intern at the time of initial appointment. In addition to adhering to written policies, interns should follow the judge's or manager's orders and be generally guided by staff as to the scope of their intern responsibilities and the manner of fulfillment of those responsibilities.
- (10) No intern shall drive a state vehicle without approval of the Judiciary.
- (11) The school must agree to fully protect, indemnify and save harmless the Judiciary and its successors and assigns of and from any and all manner of liability, suits, actions, claims, demands, damages, or expenses arising from or growing out of the internship under this agreement, including, but not limited to, the generality of the foregoing losses for damages to property or injury to persons.
- (12) The Judiciary does not carry public liability insurance. However, the Judiciary is subject to all of the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., and the availability of appropriations. The Judiciary does not indemnify any third party for the acts of negligence of any party, other than the entities, agents or employees of the Judiciary.

School Representative

Date: _____

Judiciary Representative

Date: _____

School Internship Agreement (cont'd)

Addendum

Name of Intern: _____

Intern's school advisor: _____

Judiciary work-site: _____

This internship is from _____ to _____ (dates).

During this time period the intern is expected to spend _____ (hours) on-site at the Judiciary.



MEMORANDUM OF UNDERSTANDING

Between

Hudson County Community College

and

Advanced Disability Management Services

May 14, 2024 – June 30, 2026

This Memorandum of Understanding (MOU) between the Hudson County Community College and the Advanced Disability Management Services (ADMS). Advanced Disability Management Services is entered into as of the date last signed by the parties below.

Description

Hudson County Community College (HCCC) and the Advanced Disability Management Services) have established a program whereby HCCC will enroll students from Advanced Disability Management Services in the ACCESS program at the HCCC Center for Adult Transition (CAT).

Roles and Responsibilities

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

Advanced Disability Management Services (ADMS)

- a) Will assign an individual to be the main contact for the CAT.
- b) Will share information with HCCC regarding students interested in the program to determine eligibility for the program and any accommodations required for the students.
- c) Agrees to provide employee information to HCCC for the purpose of registering students into CEWD's student database.
- d) ADMS shall be responsible for its actions as well as the actions of anyone taking classes.
- e) All students enrolled in the ACCESS program shall be subject to HCCC's policies, procedures, and code of conduct while enrolled in the ACCESS program.

Hudson County Community College

- a) Will assign an individual to be the main contact for the CAT.
- b) Agrees to consult with ADMS regarding the ACCESS training program schedule.
- c) Will have the legally required accommodations for the student(s) to learn and successfully complete the program.
- d) Agrees to provide attendance records for the training.
- e) Will provide a certificate of completion to students who have successfully completed the ACCESS program.
- f) Will provide all the materials required for the class.
- g) Will endeavor adhere to the established training schedule. HCCC reserves the right to change the training schedule if reasonably necessary. Any changes will be communicated to ADMS.

Invoicing

- a) ADMS agrees to pay registration fee through the Division of Developmental Disability Voucher, and the then current (as of date of enrollment) per student fee for each student registered for the ACCESS program, that was referred from their program.
- b) Advanced Disability Management Services agrees to pay HCCC upon receipt of invoice.
- c) If payment is not made within thirty (30) days of the date of the invoice, the unpaid amounts shall accrue interest at the rate of one percent (1%) per month. Unpaid invoices may also hold up issuance of certificates of completion for students who successfully complete the program.

Dispute Resolution

- a) Any and all claims, disputes, or other matters in question between HCCC and ADMS arising out of or relating to this Agreement or alleged breach thereof, or the services provided thereunder, shall be exclusively subject to and exclusively determined by the Superior Court of New Jersey venue in Hudson County, New Jersey.

Governing Law

- a) This Agreement shall be governed by and in accordance with the laws of the State of New Jersey, without references to any choice of law or conflicts of laws, and provisions therein.
- b) The rights of HCCC and ADMS under this Agreement are personal to each party, and neither party shall assign, transfer, hypothecate, or otherwise assign its rights or delegate its duties under this Agreement, whether voluntarily, involuntarily or by operation of law, without the prior written consent of the other party to this Agreement.
- c) The relationship of the parties shall be that of independent contractors and not that of employer/employee, partners, joint venturers, or other relationship.

Notices

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

Rosa Polanco, MBA
Advance Disability Management Services
Email: rpolanco@admsnj.com
809 Carter Ln, Paramus, NJ 07652
www.admsnj.com

As to the College:

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

Provisions and Amendments

- a) This Memorandum of Understanding contains all provisions agreed upon by the parties. Any amendment to this Memorandum of Understanding must be in writing and signed by either parties or their duly authorized representative. It is further understood that the term of this agreement is for the period of May 14, 2024 – June 30, 2026, and shall not automatically renew. Any continuation, renewal, or extension is subject to a new agreement.

Advanced Disability Management
Services:

By: _____
Date: _____

Hudson County Community College:

By: _____
Date: _____