

RWJBARNABAS HEALTH, INC.

AFFILIATION AGREEMENT

THIS AGREEMENT is made as of the 1st day of December in the year 2024 , by and between **BARNABAS HEALTH MEDICAL GROUP and ROBERT WOOD JOHNSON PHYSICIAN ENTERPRISE, P.A.**, (hereinafter collectively referred to as, “Group’), affiliates of RWJBarnabas Health, Inc., having its corporate offices located at 95 Old Short Hills Road, West Orange, New Jersey 07052 and **HUDSON COUNTY COMMUNITY COLLEGE**, a School, having its principal offices located at 870 Bergen Avenue, Jersey City, New Jersey 07306 (hereinafter referred to as “School”).

MEDICAL ASSISTANT PROGRAM

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

1. TERM

This Agreement shall be for a period commencing on December 1, 2024 and continuing until November 30, 2026.
Start Date
End Date

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

Either party hereto may, at any time during the term of this agreement, with or without cause, terminate this agreement upon sixty (60) days written notice to the other party.

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

2. EXHIBITS

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

- Exhibit A: Program Requirements Addendum
- Exhibit B: School’s Certificate of Insurance
- Exhibit C: Group’s Certificate of Insurance

3. SCHOOL RESPONSIBILITIES

The School as the sponsoring agency agrees:

- a. To assume full responsibility for the planning and the execution of the curriculum for its students including the administration, curriculum content, and faculty appointments.
- b. To assure that all instructors possess a current, valid License to practice in the State of New Jersey and meet the academic qualifications of their academic role.
- c. To provide a clinical assignment schedule of dates for the affiliation periods throughout the academic year.
- d. That students assigned for clinical experience will receive no compensation.
- e. To assure that students conform to the rules, regulations, and policies of the Group. These rules, regulations and policies will be available and reviewed with the students/faculty by the Group.
- f. To agree to satisfy the Program Requirements Addendum set forth on the attached Exhibit A.

4. GROUP RESPONSIBILITIES

- a. To participate in joint evaluation of the effectiveness of the clinical experiences through meetings and/or written evaluations of the students and faculty.
- b. To provide the necessary supplies, facilities (including lockers when available), use of the library, and supervision as may be required to ensure quality education for the students without impairing quality patient care.
- c. To provide an orientation of its facilities, policies, and procedures for the School's faculty and students.
- d. To provide emergency care for students in case of illness or accident. However, the Group shall not be responsible for any further care. In no event shall the Group be responsible for a greater amount or degree of care or assistance than it would reasonably provide for its paid employees. The School shall be promptly be notified of any such occurrence. The student shall be responsible for payment of any medical expenses incurred.
- e. To allow students and faculty to use the dining facilities, if available, but the cost of meals will be paid by the individual at established rates.
- f. The Group will inform the School of any withdrawal of accreditation status.

5. MUTUAL OBLIGATIONS

The parties hereto mutually agree that:

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

6. REGULATORY COMPLIANCE

- a. The School and the Group agree that each shall comply with all applicable requirements of Municipal, County, State and Federal authorities, all applicable Municipal and County ordinances and regulations, and all applicable State and Federal statutes and regulations now or hereafter in force and effect to the extent that they directly or indirectly bear upon the subject matters of this Agreement. These include, without limitation: regulatory and statutory requirements and any and all applicable requirements under any State fair employment practices or similar laws declaring discrimination in employment based upon race, color, creed, religion, sex, sexual preference, or national origin as illegal and, if applicable, *Title VII of the Civil Rights Act of 1964* or any applicable rule or regulation promulgated pursuant to any such laws herein above described.
- b. The School shall ensure that each student and faculty member assigned to the Group shall receive, read, understand and shall abide by the RWJBarnabas Health Code of Conduct. In addition, the School shall ensure that all such individuals agree to complete one (1) hour of general compliance training and one (1) hour of documentation training as required by the Group from time to

time. The School shall require all such individuals to certify completion of such activities as requested by the Group.

- c. The School shall ensure that each student and faculty member assigned to the Group certifies that he or she: (i) has not been convicted of a criminal offense that falls within the ambit of 42 USC 1320a-7(a) (*i.e.*, any conviction relating to the Medicare or Medicaid program, patient abuse, felony conviction relating to health care fraud or felony conviction relating to controlled substances), and (ii) is not currently excluded, debarred, suspended or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or non-procurement programs.
- d. To the extent the Group generates or maintains educational records related to the participating student, the Group agrees to comply with the Family Educational Rights and Privacy Act (FEPPRA), to the extent as such laws and regulations may apply to the School and shall limit access to only those employees or agents with a need to know. The Group further agrees that it will not disclose such information to any third party without the prior written consent of the Student to whom such information relates.

7. INSURANCE

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

Said General Liability policies shall provide that the insurance company will not cancel said policy of insurance without providing the Chief Executive Officer of the Group thirty (30) days advance written notice thereof.

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

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

- b. During the term of this Agreement, the Group shall at all times maintain Professional Liability Insurance including coverage for any acts of negligence of its officers or employees with respect to any liability arising out of their participation in the program in amounts of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate per year and general liability coverage with limits of \$1,000,000 for personal injury, \$500,000 for property damage and \$3,000,000 in the aggregate.

Said General Liability policies shall provide that the insurance company will not cancel said policy of insurance without providing the President of the School thirty (30) days advance written notice thereof.

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

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

8. INDEPENDENT CONTRACTOR

Both the Group and the School are independent contractors. It is not intended that an employer/employee, joint venture, or partnership agreement be established hereby expressly or by implication between the Group and the School. Rather, in discharging all duties and obligation hereunder, the Group shall at all times be in and remain an independent contractor relationship with the School.

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

Neither party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other party to this agreement.

9. CONFIDENTIALITY

Both the School and the Group shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time, including standards

of the Program Requirements, and medical record policies and guidelines established and approved by the Group, which shall be made available to the students.

10. NO WAIVER

The waiver or failure of either party to exercise any right provided for herein shall not be deemed a waiver of any further right hereunder.

11. ENTIRE AGREEMENT

This agreement supersedes any and all other agreements either oral or in writing between the parties with respect to the services of the Group for School, and this agreement contains all of the covenants and agreements between the parties with respect to this agreement for services. The parties agree that no oral representations or written representations, other than contained herein, were relied on by the parties, or form additional terms of this agreement.

12. MODIFICATION

Group or School may from time to time request changes in the scope of the service to be performed hereunder. Such changes shall be valid only if incorporated as a written amendment to this Agreement.

13. GOVERNING LAW

This agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties further agree that the County in which the Group is located shall be the venue for any disputes between the parties.

14. NOTICES

All notices required or permitted under this agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

As to Group:

Barnabas Health Medical Group and
Robert Wood Johnson Physician Enterprise
c/o RWJ Barnabas Health
95 Old Short Hills Road
West Orange, NJ 07052
Attn: Risk Management

With a copy to:

David A. Mebane, Esq.
General Counsel
RWJBarnabas Health, Inc.
95 Old Short Hills Road
West Orange, NJ 07052

As to School:

Hudson County Community College
870 Bergen Avenue
Jersey City, NJ 07306
Attn: Jihan Nakhla [jnakhla@hccc.edu]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized officers or representatives as of the date first written above.

ATTEST:

Date: _____

ATTEST:

Date: _____

GROUP:

By: _____

SCHOOL:

By: _____

Dr. Catherine Sirangelo
Dean of the Nursing & Health Professions

Exhibit A

PROGRAM REQUIREMENTS ADDENDUM

In addition to the obligations set forth in the foregoing Affiliation Agreement, Group and School agree to the following as though set forth at length therein:

1. The Group will provide oversight of contractual services to ensure that care, treatment and services provided directly to patients is safe, effective, efficient, and of the same level of high quality as services provided directly by the Group. School will cooperate with Group's oversight activities.
2. The School shall meet the performance-based expectations, goals, objectives and benchmarks as set forth in the Agreement and as follows:
 - (a) Ensure that students have met the Hospital's health requirements, as stated on the Academic Facility Attestation Student Placement Form
 - (b) Ensure that the School and their students shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time, including medical record policies and guidelines established and approved by the Group, which shall be made available to the students.
3. To the extent applicable to the services provided by the School, the School and its individual students shall comply with the National Patient Safety Goals, participate in the Group's medical error reduction reporting process, and participate in other Group efforts related to patient safety.
4. The School and Group will establish an open line of communication. Each party will appoint an individual to act as a liaison to the other party, to address such matters as customer service issues, patient complaints, and/or staff concerns related to quality and/or safety in order to improve patient care and services provided in the Group. The titles of the initial liaison appointed by each party are _____ for the School and the President and CEO or his or her designee for the Group.
5. The School and each individual student shall disclose all actual or potential conflicts of interest with the Group, prior to execution of this agreement and thereafter as they arise, on forms acceptable to the Group.
6. The School will participate in the Group's risk management and/or patient safety programs as requested by Group.
7. The School and its student(s) will cooperate with the Group in conducting performance improvement for both Group and School activities. The Group may establish performance indicators and thresholds to measure expected levels of performance, which will be conveyed to the School.

8. The School will only assign qualified, competent students to provide participate under this Affiliation Agreement. Each individual student shall have any and all applicable education, licenses, qualifications, training and experience necessary under the Agreement. Individual School students shall only participate as designated by the Group to the individual. The School will provide to the Group, upon request, on the same business day, any information as needed to substantiate individual student qualifications.

9. All School students will complete a Group orientation program prior to commencing to provide services under the Agreement. The School shall conduct periodic performance evaluations of School students, and all individuals providing services under the Agreement shall have a current, satisfactory performance evaluation and shall remain clinically competent. School students shall participate in annual mandatory education with topics as required for New Jersey Department of Health and Senior Services purposes. The School and the Group shall collaborate to ensure that School students participate in all mandatory educational programs sponsored by the Group that are applicable to the School student's role and responsibility.

10. In providing services pursuant to the Agreement, the School and its individual students shall comply with all applicable Group policies, procedures, rules and regulations, as well as with all state, local and federal laws, rules and regulations.

11. This Addendum has been approved by the parties in accordance with their respective policies and procedures.

CLINICAL EDUCATION AGREEMENT

BY AND BETWEEN

**HUDSON COUNTY COMMUNITY COLLEGE
NURSING HCCC**

AND

JERSEY CITY SCHOOL DISTRICT

This CLINICAL EDUCATION AGREEMENT (the “**Agreement**”) is made and entered into to be effective as of the **31st day of January, 2025**, between HUDSON COUNTY COMMUNITY COLLEGE NURSING PROGRAM (the “**HCCC**”), and JERSEY CITY SCHOOL DISTRICT.

Background

A. Jersey City School District, is committed to participating in the education of persons seeking to enter the nursing profession;

B. HCCC has a curriculum leading to an Associate in Science Nursing (the “**Curriculum**”);

C. Clinical education and experience is a required and integral component of the Curriculum;

D. HCCC desires the assistance of Jersey City School District in developing and implementing the clinical education phase of the Curriculum, which shall include clinical education and practical experience;

E. Jersey City School District recognizes its professional responsibility to provide clinical education experiences for students engaged in the Curriculum; and

F. Jersey City School District wishes to assist HCCC in developing and implementing the clinical education experience for students engaged in the Curriculum.

G. The HCCC and Jersey City School District acknowledge that HCCC’s students will not perform any hands-on care or services to students of Jersey City School District with the exception of Blood pressure screenings and height and weight measurements, but will participate in structured observation experiences.

NOW, THEREFORE, in consideration of the mutual agreements set forth herein, HCCC and Jersey City School District agree as follows:

1. Mutual Responsibilities of HCCC and Jersey City School District

- 1.1 HCCC and Jersey City School District will establish objectives for clinical education and devise methods for implementing these objectives and evaluating their effectiveness.
- 1.2 HCCC and Jersey City School District will determine the number of students to be assigned to Jersey City School District and required to achieve the established educational objectives.
- 1.3 In accordance with applicable law, HCCC and Jersey City School District will not discriminate against any HCCC or Jersey City School District student because of age, race, color, religion, sex, handicap status, veteran status, sexual orientation or national origin.
- 1.4 Each party shall indemnify the other for liabilities and/or damages from third-party claims to the extent resulting from their respective negligent acts or negligence omissions in the performance of this Agreement.

2. Responsibilities of HCCC

- 2.1 HCCC will assume responsibility for developing and implementing the educational curriculum for HCCC students at Jersey City School District.
- 2.2 HCCC will refer to Jersey City School District only those students who are enrolled in the Curriculum and who have satisfactorily completed the academic prerequisites for clinical education experience.
- 2.3 HCCC will designate a person or persons to direct the clinical education experience at Jersey City School District and to act as liaison for HCCC with the Jersey City School District, and the HCCC students.
- 2.4 HCCC will be responsible for the determination of a student's final grade for clinical education experiences.
- 2.5 HCCC will notify Jersey City School District of its planned schedule of student assignments, including the dates of clinical experiences, the names of the students, and the level of academic and pre-clinical preparation of each student.
- 2.6 HCCC will provide Jersey City School District with educational objectives and evaluation forms for each clinical education assignment.
- 2.7 HCCC will maintain communication with Jersey City School District on matters pertinent to clinical education. Such communication may include, but not be limited to, on-site visits to Jersey City School District, workshops, meetings, and the provision of educational materials relevant to the clinical education experience.

- 2.8 HCCC will advise students assigned to Jersey City School District of their responsibility for complying with: (i) all applicable federal, state and commonwealth laws, regulations, and rules; and (iii) the administrative policies of Jersey City School District and the Bylaws, Rules and Regulations of Jersey City School District's healthcare staff, as such administrative policies of Jersey City School District and the Bylaws, Rules and Regulations of Jersey City School District's healthcare staff may be reasonably amended from time to time.
- 2.9 HCCC shall require that Students provide their own professional liability insurance, on an occurrence basis, in the amounts of two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) in the aggregate.
- 2.10 HCCC reserves the right to terminate the clinical education experience upon thirty (30) days' written notice to Jersey City School District, if HCCC determines that conditions at Jersey City School District are detrimental to student learning, in HCCC's sole discretion. HCCC also reserves the right to remove any HCCC student from the clinical education experience ad Jersey City School District in HCCC's sole discretion.
- 2.11 HCCC will enforce a request from Jersey City School District to immediately withdraw from the clinical education experience any student whom Jersey City School District, in its sole reasonable discretion, requests be withdrawn for any reason permitted by law, including, without limitation, any student whose performance is detrimental to students or Jersey City School District employee well-being or to the achievement of the stated objectives of the clinical education assignment.
- 2.12 HCCC will attest to the fact that each student assigned to Jersey City School District has been informed of Jersey City School District's policy regarding fire safety and blood-borne pathogen training, other infection control training/exposure management, abuse and neglect reporting requirements, HIPAA privacy regulations, and Jersey City School District's Standards of Conduct/Ethical behavior policies which apply to all staff and volunteers that interact students as representatives of Jersey City School District.
- 2.13 The HCCC agrees that it shall inform students and any faculty members placed at Jersey City School District of the requirement to furnish proof of immunity against communicable diseases, including Rubella, Rubeola and Varicella Zoster. Each student and faculty shall be informed of the requirement to have passed a full examination of a scope and within time periods acceptable to Jersey City School District, and each student and faculty at the time of said physical shall have had a current TB skin test performed with Purified Protein Derivative, however, if the person has not been TB tested within the previous 12 months, then the 2 step TB test must be used. Faculty and students with potential for blood and body fluid exposure will be required to furnish evidence of HBV vaccination or evidence they have been offered the HBV vaccination by their educational institution and have

declined. HCCC also agrees that student and faculty members placed at Jersey City School District have no disability which even after being accommodated, at the sole expense of the HCCC, would prevent them from fulfilling their essential duties during the clinical placement.

- 2.15 The HCCC will be solely responsible for evaluation of each student's educational experience. Jersey City School District will provide any observations its clinical care team has made during visits to cooperate with the process whenever possible. The HCCC will provide its written evaluations of the students' educational experience to Jersey City School District, and request that each student complete a written evaluation of his/her experience on forms approved by both the HCCC and Jersey City School District. These evaluations will be shared with Jersey City School District in a timely fashion at the conclusion of the clinical education assignment. Jersey City School District will consider such evaluations in its overall response to School and will complete a general evaluation of the HCCC and provide it to the School as soon as it is reasonably possible at the end of each educational rotation.

3. Responsibilities of Jersey City School District

- 3.1 Jersey City School District will have ultimate responsibility for Jersey City School District student care at Jersey City School District and will comply with the laws and regulations governing the practice of Nursing.
- 3.2 Jersey City School District will provide qualified staff physical facilities, clinical equipment and materials in accordance with clinical education objectives as agreed upon by Jersey City School District and HCCC.
- 3.3 Jersey City School District will provide each assigned HCCC student with a planned, supervised School of clinical experience.
- 3.4 Jersey City School District will provide each assigned HCCC student with an orientation to Jersey City School District, including a copy of pertinent rules and regulations of Jersey City School District.
- 3.5 Jersey City School District will designate one (1) person to serve as coordinator of clinical education for Jersey City School District and to act as liaison with the HCCC.
- 3.6 Jersey City School District will advise HCCC at the earliest reasonable time of any changes in its operation, policies, or personnel which may affect clinical education.
- 3.7 Jersey City School District will advise HCCC at the earliest reasonable time of any serious deficiency noted in an assigned student's performance. It will then be the mutual responsibilities of the student, Jersey City School District and HCCC to

devise a plan by which the student may be assisted towards achieving the stated objectives of the clinical education HCCC.

- 3.8 Jersey City School District will provide HCCC with information regarding the availability of first aid and emergency care for students while on clinical education assignment on the property of Jersey City School District. If Jersey City School District provides first aid and/or emergency care to an assigned student, Jersey City School District may charge the student reasonable fees for such services.
 - 3.9 Jersey City School District certifies that its ability to provide services in any state, commonwealth or other jurisdiction has never been revoked, limited, suspended or otherwise restricted in any manner. Jersey City School District further certifies that it, and its employees, independent contractors or other agents, who will participate in the activities outlined in this Agreement are not currently and have never been suspended from participation in or subject to any type of criminal or civil sanction, fine, civil money penalty, debarment or other penalty by any private or public health insurance HCCC, including Medicare, Medicaid, Tricare or any other federal or state health insurance HCCC.
4. Responsibilities of the Student. HCCC agrees to communicate to each student assigned to Jersey City School District the requirements of this Section 4.
- 4.1 The student is required to comply with all applicable policies, procedures and rules of Jersey City School District and HCCC, and all applicable federal, state and local laws, rules and regulations.
 - 4.2 The student is required to maintain health insurance or be responsible for medical expenses incurred during a clinical education assignment. Notwithstanding anything to the contrary, Jersey City School District will send the student to an Emergency Room, students and/or faculty members who become ill or injured during the clinical experience. The students and/or faculty so treated shall be responsible for any and all charges incurred for same.
 - 4.3 The student is responsible for demonstrating professional behavior appropriate to the environment of Jersey City School District, including protecting the confidentiality of students' information and maintaining high standards of students care.
 - 4.4 The student is required to provide proof of testing for tuberculosis within twelve (12) months of initiating a clinical assignment at Jersey City School District and furnish evidence of good health if requested by Jersey City School District, consistent with applicable law.
 - 4.5 The student is required to obtain prior written approval of Jersey City School District before publishing any material relating to the clinical education experience, with the exception of student papers that will be shared only within the classroom.

The student will not post any information on social media. For papers or any written communication that will be published outside of the classroom, the student must obtain prior written approval of Jersey City School District before publishing such material; provided, however, the student may publish a student paper without obtaining Jersey City School District's approval if: (a) the identity of Jersey City School District or Jersey City School District is removed from such student paper; and (b) any attribute that would identify Jersey City School District or Jersey City School District by association including, but not limited to, physical location and identification of key officers and other personnel associated with Jersey City School District or Jersey City School District, have been removed from the paper prior to its publication.

4.6 The student shall provide services to students of Jersey City School District regardless of students' race, color, national origin, religion, gender, sexual orientation, age or disability (including AIDS and related conditions).

5. Consideration.

The parties will cooperate in administering the clinical education experience described herein in a way to increase the benefits realized by both of them, so that HCCC can offer its students clinical education of high quality and Jersey City School District can have access to health care advances, can further the development of health care professions, and can recruit students for future employment.

7. Term. This Agreement shall become effective on January 31st, 2025 (the "Effective Date") and shall remain in effect for two (2) year unless otherwise sooner terminated as hereinafter provided. Either party may terminate this Agreement at any time upon at least thirty (30) days' prior written notice, provided that any student(s) currently assigned to Jersey City School District at the time of notice of termination shall be given the opportunity to complete his/her or their clinical education assignment at Jersey City School District, such completion not to exceed three (3) months.

8. Notice. Any written communication or notice pursuant to this Agreement shall be made to the following representatives of the respective parties at the following addresses:

For COLLEGE:

Name: Catherine Sirangelo
Title: Dean, School of Nursing and Health Professions
870 Bergen Avenue
Jersey City, NJ 07306

For JERSEY CITY SCHOOL DISTRICT:

Name: Dr. Norma Fernandez
Title: Superintendent of School

346 Claremont Ave
Jersey City, NJ 07305

9. Confidentiality Obligations.

9.1 Obligations of HCCC.

9.1.1 HCCC agrees to keep confidential and not to use or to disclose to others, during the term of this Agreement or any time thereafter, except as expressly consented to by Jersey City School District, as required by this Agreement, or as required by law, Jersey City School District's Information (as defined herein) or any other matter or thing learned or acquired by the HCCC through its association with Jersey City School District that is not otherwise available to the public. In the event of a disclosure required by law, HCCC will provide Jersey City School District with at least two (2) business days' written notice prior to any such disclosure. "**Jersey City School District's Information**" shall mean all information of Jersey City School District, whether written, electronic or oral, that contains protected health information (as defined by applicable federal or state law or regulations), trade secrets or confidential technology, proprietary information, students or customer lists, or other confidential information of Jersey City School District, but will not apply to such information which was known by HCCC prior to receipt from Jersey City School District, was or became a matter of public information, or is acquired from a third party entitled to disclose the information to HCCC.

9.2 Obligations of Jersey City School District. Jersey City School District agrees to keep confidential and not to use or to disclose to others, during the term of this Agreement or any time thereafter, except as expressly consented to by HCCC or as required by law, HCCC's Information (as defined herein) or any other matter or thing learned or acquired by Jersey City School District through its association with HCCC that is not otherwise available to the public. "HCCC's Information" shall mean all information of HCCC, whether written, electronic or oral, that contains protected health information (as defined by applicable federal or state law or regulations, personally identifiable information, any trade secrets, confidential technology, student or customer lists, or other confidential or proprietary information or any other matter or thing learned or acquired by Jersey City School District through its association with HCCC that is not otherwise available to the public. Jersey City School District shall ensure that any student, employee, subcontractor or agent to whom Jersey City School District may disclose any confidential information of HCCC is bound by the confidentiality terms and conditions of this Agreement. Jersey City School District further agrees that, upon termination of this Agreement for any reason, Jersey City School District will neither take nor retain, without prior written authorization from HCCC and except to the extent such information has been incorporated into records of Jersey City School District as required by law or standard business practices, any papers, fee schedules, files or other documents, or copies thereof, or other confidential information of any kind belonging to HCCC. In the event of a disclosure required by law, Jersey City School District will provide HCCC with at least two (2)

business days' written notice prior to any such disclosure. Jersey City School District shall notify HCCC within two (2) business days in writing of any use or disclosure of HCCC's Information outside the purposes of this Agreement of which Jersey City School District becomes aware.

9.3 Breach of Confidentiality.

9.3.1 Right to Terminate. Either party shall be entitled to terminate this Agreement upon seven (7) days' written notice after learning that the other party has breached the provisions of this Section 9.

9.3.2 Injunctive Relief. The parties acknowledge that the provisions of this Section 9 are of particular importance for the protection and promotion of the party's existing and future interests, and that in the event of any breach of this Section 9, a claim for monetary damages may not constitute an adequate remedy. The parties therefore agree that in the event of a breach or threatened breach of this Section 9, either party may apply to any court of competent jurisdiction for injunctive or other relief.

9.4 Survival. The provisions of this Section 9 shall survive the termination or expiration of this Agreement.

10. Entire Understanding. This Agreement contains the entire understanding of the parties as to the matters contained herein and supersedes any prior oral or written discussions, agreements, or negotiations, and it shall not be altered, amended or modified except by a writing executed by the duly authorized officials of both HCCC and Jersey City School District.

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

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

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

16. Assignment. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of the other party hereto. Any attempted assignment or delegation in violation of this provision shall be void and have no binding effect.

17. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed.

JERSEY CITY SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

HUDSON COUNTY COMMUNITY COLLEGE

By: _____

Name: Christopher M. Reber, Ph.D.

Title: College President

Date: _____

HUDSON COUNTY COMMUNITY COLLEGE
AND
THE NEW JERSEY IMAGING NETWORK AFFILIATION AGREEMENT

This agreement (the "Agreement") is made this _____ of _____ 2024 between New Jersey Imaging Partners, Inc., (the "Imaging Center") located at 116 Park Street, Montclair, New Jersey 07042600 and Hudson County Community College, (the "School") for the provision of clinical experience for Students ("Students") enrolled at School.

A. TERM

This Agreement covers the period from December 1, 2024 through November 30, 2026, and may be renewed thereafter upon the execution of a new agreement or written amendment to this Agreement. Each Party will undertake an annual review of this Agreement.

B. SCHOOL RESPONSIBILITIES

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

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

C. IMAGING CENTER RESPONSIBILITIES

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

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

D. MUTUAL RESPONSIBILITIES

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

6. Both parties shall inform one another of the following: changes in academic curriculum, changes in the availability of learning opportunities, and staff changes affecting either academic preparation or clinical teaching of Students. In the event that such changes will affect the number of Students accepted in any one time period, the Imaging Center will make every effort to inform the School of such changes at least one week in advance of that time period.

E. INSURANCE

1. School will require each Faculty member and Student to provide proof that the Faculty member and Student is covered by a policy of professional liability and malpractice insurance, with single limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate per year.
2. School shall provide Workmen's Compensation and disability Insurance coverage for all its employees and Students pursuant to the laws of the State of New Jersey.
3. The Imaging Center warrants that it will ensure that its employees and staff performing under this Agreement carry professional liability insurance, with single limits of at least \$1,000,000.00 per occurrence, \$3,000,000.00 in the annual aggregate, to protect itself and its participating employee and staff members, from the consequences of bodily injury arising out of negligence, malpractice, error, or mistake in the rendering or failure to render of any professional service by said employee or staff members, with respect to this educational clinical experience program in the Imaging Center. Such professional liability insurance shall be either the type commonly known as "occurrence" or the type commonly known as "claims made plus tail." If it is "claims made plus tail," the tail shall be for a period of time acceptable to School. Imaging Center shall obtain commercial general liability insurance with coverage not less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate for employees and staff participating in the program covering the entire educational period. The general liability coverage shall continuously remain in effect at all times that this Agreement is in effect. Proof of insurance to be provided upon execution of this Agreement and from time to time upon request of the School.
4. Imaging Center shall provide immediate notice to School of any material change in any of the insurance coverages requested to be carried pursuant to this Agreement. Insurance coverage(s) provided under this Agreement shall not limit or restrict in any way liability arising under or in connection with this Agreement. The School agrees to indemnify and hold harmless the Imaging Center, its affiliates, subsidiaries, and parent and their directors, trustees, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of the School's Students, faculty members, employees, servants, trustees, officers, directors, or agents. The Imaging Center agrees to indemnify and hold harmless the School and its trustees, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defenses thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of the Imaging Center's employees or agents in connection with their duties at the Imaging Center. Each party agrees that it shall give the other party prompt notice of any claim, threatened or made, or suit instituted against it which could result in a claim for indemnification above; provided however, that delay in giving or failure to give such notice shall not be a waiver of the party's right to indemnification from the other, unless such delay or failure materially prejudices the indemnifying party in its defense of such claim.

F. TERMINATION

1. Either Party may terminate this Agreement without cause by providing at least one hundred and eighty (180) days prior written notice to the other Party. This paragraph shall not apply if this Agreement is cancelled by mutual consent of the Parties. This termination shall not take effect with respect to Students already enrolled in the Program until such Students shall have completed their clinical experience.
2. Either Party shall have the right to immediately terminate this Agreement without notice by either Party in the event of the revocation of any required accreditation, license or registration, or the notice or threat thereof by the Department of Health or any other applicable federal, state, local agency or course of competent jurisdiction, which prohibits or adversely affects in whole or in part the performance of the Agreement by the parties hereto.
3. Either Party shall have the right to terminate this Agreement for "cause." In general, "cause" is any material and substantial violation of this Agreement by either of the Parties. If either Party desires to terminate this Agreement for cause, such Party shall give written notice of default to the other Party of the specific grounds for termination. The Party receiving any such written notice shall have thirty (30) days to cure the default stated in said notice. If the Party receiving notice of termination fails to cure the default within thirty (30) days, the Party who gave the original notice shall, thereafter, have the right to terminate this Agreement by giving written notice of termination to the defaulting Party in which event this Agreement shall terminate as of the giving of such notice of termination.
4. Either Party also may terminate this Agreement by giving thirty (30) days prior written notice to the other Party in the event that the other Party becomes an "Ineligible Entity," and requires the immediate removal of any Student who has become an "Ineligible Person" where that term is defined as follows:

"An entity or person that:

- i. is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in the Federal procurement or nonprocurement programs; or
 - ii. Has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. §1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible."
5. Termination for Lack of Legal Compliance. This Agreement is intended to comply with all Federal and state Laws, rules and regulations. Either Party may terminate this Agreement at any time upon thirty (30) days written notice to the other if any modification or interpretation of any Federal, state or local government law, regulation, or policy impairs in any substantial manner the continuing legal validity and/or effectiveness of any material provision of this Agreement, or places the tax- exempt status of either Party or any of its component parts at risk. Prior to the end of such notice period, the Parties shall use their best efforts to agree on a modification of this Agreement that, in the opinion of the Parties and their respective legal counsel, satisfactorily addresses and removes the impairment. This Agreement shall continue in full force and effect if, prior to the end of such notice period, the parties agree on such a modification of this Agreement; otherwise this Agreement shall terminate as set forth herein.

G. MISCELLANEOUS

1. In accordance with Federal Law, the parties do not discriminate on the basis of sex, sexual orientation, race, color, creed, marital status, national and ethnic origin, age, or any other protected characteristic (subject to local, State and Federal requirements) in the administration of their program and policies and are equal opportunity employers.
2. Security and Privacy. The Parties acknowledge that Imaging Center is a covered entity as defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). To the extent that the Students and Faculty have access to protected health information by virtue of their participation in the clinical placement program at Imaging Center, the Parties agree that said Students and Faculty are deemed to be part of Imaging Center's workforce for HIPAA compliance purposes and subject to the Imaging Center's policies and procedures governing the use and disclosure of protected health information, as defined in HIPAA, by School and School's staff. Students will be required to sign a "Student/Intern/Agency/Temporary Staff confidentiality agreement. The Parties agree that the sponsorship of a clinical placement program as contemplated by this affiliation agreement does not constitute a business associate agreement under HIPAA.
3. Confidentiality.
 - a. Both School and Imaging Center shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time, including medical record policies and guidelines established and approved by Imaging Center, which shall be made available to Students.
 - b. The Parties recognize that from time to time, either of them and/or their respective employees and agents, and Students, may learn or come into contact with confidential patient or proprietary information of the other Party (hereinafter, "Confidential Information"). Each Party agrees and acknowledges that it, Faculty and Students shall, except to the extent that disclosure of the information is required by law, not disclose the Confidential information and, further:
 - i. Take all reasonable steps to hold Confidential Information in confidence
 - ii. Instruct its employees and agents, and Students to exercise the highest degree of care to preserve from disclosure the Confidential Information, and not to copy or otherwise duplicate same for any Purpose, without the other Party's prior written permission;
 - iii. Give at least five business days prior written notice to the other Party before making any disclosure of the Confidential Information purportedly required by law.
 - c. Excluded from "Confidential Information" shall be any information or data which (i) the other Party was lawfully in possession of prior to the negotiation and execution of this Agreement; (ii) is lawfully acquired by the other Party in a manner not resulting from, or from a source not derived from or related to, the negotiation, execution, or performance of this Agreement; (iii) becomes part of the public domain in any manner other than the unlawful publication thereof by the other Party; or (iv) required to be disclosed pursuant to applicable law.
 - d. Upon the termination of the Agreement for any reason (including, but not limited to, the expiration of the stated term hereof), each Party shall promptly return to the other Party or

destroy, with confirmation to the other Party of satisfactory evidence of such destruction, all records, documents, and other materials containing information or data which shall be proprietary to the other Party, unless such destruction is impracticable.

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

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

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

As to Imaging Center:

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

As to School:

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

6. It is the intent and understanding of the Parties to this Agreement that each and every provision required by Law be inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through a mistake or otherwise, any such provision is not inserted or is not inserted in correct form then this Agreement shall forthwith upon the application by either Party be amended by such insertion so as to comply strictly with the law, without prejudice to the rights of either Party; provided however, that if the insertion of such provision is contrary to the underlying intent of the Parties, then either Party may terminate immediately on written notice to the other.
7. Advertising. No Party shall use the other's name or logo in any descriptive or promotional literature, newspaper, news release or communication of any kind without the other's prior written approval.
8. No Fee. It is agreed and understood that Imaging Center and School as a public service enter into this Agreement. Accordingly, there will be not charge or fee by either party to the other.
9. In the event any term or provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the state legislature, or by any regulation duly promulgated by offices of the United States of the State of New Jersey acting in accordance with law, or declared null and void by any court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect.

10. Waiver. Failure by either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provisions nor of the right of that Party to enforce each and every provision.
11. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable.
12. Entire Agreement. Both Parties agree that this Agreement represents the entire understanding of the Parties with respect to the subject matter covered and supersedes and nullifies any previous agreements regarding the subject matter covered between the Parties.
13. Amendments. Any additional responsibilities, obligations, or duties undertaken by either party in connection with the performance of this Agreement shall be detailed in writing, must be signed by authorized representatives of both Parties, and attached as an addendum to this Agreement.
14. Captions. The captions to the sections in this Agreement are included for convenience only and are not intended to and shall not be deemed to modify or explain any of the terms of this Agreement.
15. Recitals. The recitals set forth at the beginning of this Agreement are incorporated into this Agreement as though repeated at length herein.
16. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey without regard to New Jersey's conflict of laws principles.
17. Assignment. The Parties recognize that this Agreement is based upon the skill and expertise of the Parties and therefore agree that the Agreement and obligations thereunder may not be assigned or delegated without the written consent of the other party, which shall not be unreasonably withheld, except as expressly allowed by this Agreement.
18. Authority. The persons signing below on behalf of the Parties warrant that they have the authority to execute this Agreement according to its terms on behalf of Imaging Center and School.
19. Successors. All of the agreements, obligations, terms, provisions and conditions herein shall apply to and bind to the benefit of the heirs, administrators, executors, legal representatives, trustees and successors of the Parties hereto.
20. Non-Exclusive. This Agreement is not exclusive. Each party shall have the right to enter into agreements with other facilities relating to matters covered by this Agreement.
21. Venue. To the extent any litigation should be brought or arise out of, in connection with, or by reason of this Agreement, the parties agree that such controversy shall be submitted exclusively to a court of competent jurisdiction in Hudson County, New Jersey, and each party consents to the jurisdiction and venue of such court. This section shall survive termination or expiration of this Agreement.
22. Imaging Center agrees to comply with the requirements of the Mandatory Equal Employment Opportunity language annexed hereto, as applicable.

23. Pursuant to N.J.A.C. 17:44-2.2, Imaging Center shall maintain all documentation related to products, transactions or services under this contract (no matter by whom provided) for a period of five years from the date of final payment. Such records shall be made available by Imaging Center to the New Jersey Office of the State Comptroller upon request.

Agreed to as of the date set forth above.

HUDSON COUNTY COMMUNITY COLLEGE

By: _____

Christopher M. Reber, Ph.D

NEW JERSEY IMAGING PARTNERS, INC.

By: _____

Peter Sulovski

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L.1975, c.127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

EXHIBIT A (Cont)

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance/).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

Academic Affiliation Agreement

This Academic Affiliation Agreement (“Agreement”) for undergraduate and/or graduate students (sometimes referred to herein individually as “Student” and collectively as “Students”), is made and entered into effective as of the 1st day of November, 2024, (“Effective Date”) between Hackensack Meridian *Health*, Inc., a New Jersey nonprofit corporation, with corporate offices located at 343 Thornall Street, Edison, NJ 08837 (“HMH”) and Hudson County Community College, located at 71 Sip Avenue, Jersey City, NJ 07036, (“Academic Institution”). HMH and Academic Institution are sometimes referred to herein individually as “Party” and collectively as “Parties.”

Recitals

Whereas, the Parties wish to memorialize the terms of their affiliation for student experiential learning engagements whereby Students matriculated at the Academic Institution may participate in clinical and non-clinical experiential learning programs at HMH, including at health care facilities under its control; and,

Whereas, the purpose of this Agreement is to guide and direct the Parties with respect to their affiliation, responsibilities, and understandings, in order to provide high quality experiential learning experiences for Students.

Now, Therefore, in consideration of the mutual promises of the Parties as set forth below, it is understood and agreed by and between the Parties as follows:

1. **Parties’ Mutual and Reciprocal Responsibilities.**

- A. *Program Descriptions and Requirements.* From time to time, a Program Description and Requirements as set forth in Exhibit A and as further described below (“Program”) will be proposed by the Academic Institution to HMH. Any areas of disagreement in the Program will be discussed by both parties. Programs which are agreed to by the Parties will be documented by Academic Institution and signed by the Parties as additional Exhibits labeled serially as A-1, A-2 and so on. Each Party agrees to comply with the Program.
- B. *Designated Representatives.* Each Party agrees to identify an employee who will be its designated representative for the other Party under this Agreement. The Party’s designated representative is responsible for overseeing the proper implementation of the Agreement.
- C. *Orientation.* Each Party shall provide appropriate orientation to the other Party’s participating Students, faculty, employees, agents and/or representatives (each a “Participant” and collectively the “Participants”).

- D. *Staffing.* Each Party shall provide qualified and competent individuals/staff in adequate numbers for the instruction, assessment, and supervision of Students using HMH facilities.
- E. *Use of HMH Facilities.* Each Party agrees that Students participating in the Program may use the areas of HMH designated by the HMH designated representative from time to time (the “Facilities”) along with equipment and supplies reasonably necessary to fulfill the purpose of the program (the “Materials”).
- F. *Access to Systems.* HMH will provide access to HMH’s electronic systems (“HMH Systems”) as necessary for the Program, provided that Students will only access the HMH Systems through HMH devices which HMH has made available to Students. Academic Institution agrees to identify one employee (and one backup employee) who will administer requests for access to the HMH Systems on a central basis for all Programs participated in by the Academic Institution. Academic Institution agrees to follow the HMH procedures for requesting and administering such access.
- G. *Licensing and Accreditation.* Each Party represents that it will maintain its required licenses to operate and accreditations during the Agreement.
- H. *Compliance with Laws.* Each Party agrees that it will comply with all relevant Federal and State statutes and regulations. Specifically, the parties agree:
1. *HIPAA.* Each Party shall at all times comply with the standards of documentation and confidentiality mandated by Federal and State regulatory agencies and accrediting agencies, as same may be modified and amended from time to time including applicable requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the standards of the Joint Commission on Accreditation of Healthcare Organizations, as well as administrative and medical record policies and guidelines established and approved by HMH, which are made available to the Academic Institution’s Participants. The Academic Institution understands and agrees that Student access to and use of any patient information of HMH’s patients will be solely in connection with the experiential learning experience provided by HMH’s personnel, and no patient information from HMH’s patients will be disclosed to the Academic Institution.
 2. *Non-discrimination.* Each Party agrees that all Students shall be treated without discrimination on account of sex, race, creed, color, religion, handicap/disability, gender, gender expression, gender identity, genetic information, age, marital status, sexual orientation, veteran status, pregnancy status, ancestry or nation origin and that each Party shall fully comply with all Federal and State statutes concerning

discrimination in connection with their respective obligations pursuant to this Agreement.

3. *Reporting Sex Discrimination and Retaliation.* Each Party represents that it has policies and procedures in place consistent with applicable laws to prevent and report allegations of sexual harassment, sexual discrimination, sexual misconduct and retaliation and it will comply with these policies and procedures in participating in the Program.

- I. *Policies and Procedures.* Each Party agrees to provide notice of its relevant policies and procedures to the other Party, and the other Party agrees to notify their Participants of such relevant policies and procedures and the requirement to abide by them. Copies of any relevant policies and procedures will be provided upon request. Each party will promptly communicate any changes to its relevant policies and procedures to the other party.
- J. *Notice of Claim.* Each Party agrees to provide prompt notice to the other Party in the event of an accident, injury, or other occurrence, including a report of discrimination or retaliation involving any Participant.
- K. *Exclusion.* Each Party agrees to provide prompt notice to the other Party if they or any of their Participants are sanctioned by or otherwise excluded from participation in any Federally funded plan or program.
- L. *No Financial Consideration.* The Parties agree that their mutual promises as set forth herein constitute the consideration for this Agreement, and no financial consideration exists. The Parties agree that no compensation or other payments be earned or paid by the Parties to the participating Students.
- M. *No Employment.* Each Party acknowledges that none of its Participants will be considered employees or agents of the other Party for any purpose under this Agreement. Academic Institution's Participants will not be entitled to receive under this Agreement any benefits of employment from HMH, including health care insurance or Workers' Compensation benefits, vacation, sick time, paid time off, or other direct or indirect benefits of employment. Students may not look to HMH for any compensation, salaries, insurance, or other benefits.

2. **Responsibilities of the Academic Institution.**

- A. *Program Description and Requirements.* The Academic Institution shall plan and implement the Program, including administration, programming, curriculum content, books and materials, faculty appointments, eligibility and admission criteria, Student selection, matriculation, promotion, graduation, Student performance evaluation, faculty/instructor performance evaluation, references and all academic aspects of the Program. The

Academic Institution shall retain ultimate responsibility for the education and assessment of its Students.

- B. *Responsibility for Participant While at Facilities.* The Academic Institution has ultimate responsibility for Academic Institution's Participants' conduct consistent with HMM policies and the Program while such Participants are at HMM Facilities.
 - C. *Research and Intellectual Property.* The parties agree that the Academic Institution and its Participants shall not engage in research as part of a Program unless and until the Academic Institution and its Participants first comply with HMM policies and procedures pertaining to research including without limitation policies pertaining to Intellectual Property, Conflicts of Interest, and standard operating procedures for the Research Institute at HMM and its divisions which shall include entering into an appropriate agreement vesting ownership of developed intellectual property with HMM. The Academic Institution agrees that HMM shall be the sole owner of all the intellectual property resulting from such research.
 - D. *Participant Credentialing and Immunization.* The Academic Institution shall ensure that its Participants comply with all HMM Qualifications, Health and Immunization requirements as indicated in **Exhibit B**, which shall be revised by HMM from time to time. Academic Institution shall maintain all documentation of compliance with this **Exhibit B** and the Academic Institution shall immediately notify HMM of any qualifications and/or immunization issues regarding its Participants that are inconsistent with **Exhibit B**.
- 3. Responsibilities of HMM.**
- A. *Ultimate Responsibility for Patient Care.* HMM will retain full authority and ultimate responsibility for patient care and quality standards and will maintain a level of care that meets generally accepted standards.
 - B. *Ultimate Responsibility for Business Operations.* For Programs which are outside clinical operations, HMM will retain full authority and ultimate responsibility for HMM business operations.
 - C. *Use of Facilities.* HMM shall make the Facilities and Materials available for Student learning.
 - D. *Emergency Health Care.* HMM will make available emergency health care to the Academic Institution's Participants in the event of an accident or illness while at HMM. The Student shall be responsible to HMM for payment of care.

- E. *Student Educational Records.* To the extent HMH receives, generates or maintains educational records related to the Students, HMH agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to the Academic Institution and shall limit access to only those HMH employees with a need to know. For the purposes of this Agreement, pursuant to FERPA, the Academic Institution hereby designates HMH as a school official with a legitimate educational interest in the education records of the Students to the extent that access to the Academic Institution's records is required by HMH to carry out the Program.
- F. *Removal of Participant.* HMH shall have the right to remove any Participant of the Academic Institution if they do not meet applicable standards or for cause, as determined at HMH's sole discretion.
- G. *Conscience or Religious Beliefs.* HMH shall not require any student or faculty member to participate in, or observe, any procedure which is contrary to the student's or faculty member's conscience and/or religious beliefs.

4. Insurance.

- A. *Coverage.* Each party shall ensure that its Participants are covered by commercial general liability insurance covering the activities of such Participants in the amounts of \$1,000,000/\$3,000,000 in the annual aggregate. Each party shall ensure that its Participants carry professional liability insurance in the amount of \$1,000,000 per incident/\$3,000,000 annual aggregate. Each party shall ensure that all of its employed Participants are covered with Workers' Compensation Insurance as required under New Jersey law, which shall include \$1,000,000 bodily injury by accident/\$1,000,000 each employee disease/ \$1,000,000 policy limit disease. Each party shall ensure that it has an umbrella/excess policy with limits of \$5,000,000 each occurrence/aggregate. Upon request each party will provide evidence of such coverage in the form of a Certificate(s) of Insurance. If any of the liability insurance required by this section is maintained on a claims-made basis, Extended Reporting Period (ERP) or TAIL coverage will be required at the completion or termination of this Agreement. Such ERP or TAIL coverage shall be for a duration of twenty-four (24) months. Proof of continuous claims made coverage will be acceptable in lieu of ERP/TAIL coverage provided such continuous claims made coverage has a retroactive date that is on or before the inception date of the Agreement.
- B. *State Academic Institutions Only.* Any agreement or arrangement signed and entered into on behalf of the State of New Jersey by a State official or employee shall be subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq. (Tort Claims Act) and the New Jersey

Contractual Liability Act, N.J.S.A. 59:13-1 et seq. and the availability of appropriations. The State of New Jersey does not carry public liability insurance, but the liability of the State and the obligations of the State to be responsible for tort claims against its faculty, employees, agents and/or representatives are covered under the terms and conditions of the Tort Claims Act. The Tort Claims Act also creates a special self-insurance fund and provides for payment of claims against the State or New Jersey or against its faculty, employees, agents and/or representatives whom the State is obligated to indemnify against tort claims, which arise out of the performance of their duties.

5. Indemnification.

- A. *HMH.* HMH agrees to indemnify, defend and hold harmless the Academic Institution, including its trustees, directors, officers, Participants and/or representatives against any and all claims, damages, costs, expenses, losses, liabilities or injuries to persons or property of whatever kind or nature, including court costs and attorneys' fees ("Damages"), arising out of or related to the negligence, intentional act(s) or omission(s), and/or willful misconduct of HMH or HMH's Participants provided, however, that such negligence, intentional act(s) or omission(s), and/or willful misconduct are not performed or omitted under the supervision or direction of the Academic Institution or its Participants.
- B. *Academic Institution.* Academic Institution agrees to indemnify, defend and hold harmless HMH, including its trustees, directors, officers, Participants and/or representatives against any and all Damages arising out of or resulting from the negligence, intentional act(s) or omission(s) and/or willful misconduct of Academic Institution or its Participants in the performance of this Agreement provided, however, that such negligence, intentional act(s) or omission(s), and/or willful misconduct are not performed or omitted under the supervision or direction of HMH or its Participants.
- C. *State Academic Institutions Only.* The Academic Institution agrees that it will be liable for the errors, acts or omissions of its Participants to the extent permitted under the Tort Claims Act.

6. Term and Termination.

- A. *Term.* The term of this Agreement will commence on the Effective Date and will continue until terminated in accordance with the provisions of this Agreement.
- B. *Termination Without Cause by Either Party.* This Agreement may be terminated at any time, for any reason, by either Party, without liability, on not less than 120 days prior written notice to the other Party. Should notice of termination be provided under this provision, Students already

participating in a Program at HMH will be permitted to complete their Program.

- C. *Termination With Cause by HMH.* HMH may immediately terminate this Agreement, dismiss the participating Students, and/or file a complaint with the Office of Civil Rights for the Academic Institutions' inappropriate use or release of confidential patient information.
- D. *Termination With Cause by the Academic Institution.* The Academic Institution may immediately terminate the Agreement if at any time during the term of the Agreement, HMH's authority or ability to operate is lost, altered, or otherwise jeopardized.
- E. *Termination With Cause by either Party.* Either Party may terminate this Agreement upon the material breach of the other Party which material breach has not been cured during a 30-day period after notice of such material breach. Upon such termination, any Program then in effect shall also be terminated and all participating Students shall be dismissed.
- F. *No Liability for Termination.* Neither party shall have any liability to the other or its Participants as a result of the termination of the Agreement.

7. Notices. All notices provided by either Party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, addressed as indicated below:

To HMH:
Hackensack Meridian Health
1945 State Rt 33
Neptune, NJ 07754
Attn. David S. Kountz, MD
Chief Academic Officer

To Academic Institution:
Hudson County Community College
870 Bergen Avenue, 1st Floor
Jersey City, NJ 07306
Attn. Lori M. Byrd, PhD, RN, CNE,
ACUE, Director HCCC RN Nursing

With a copy to:
Hackensack Meridian Health, Inc.
343 Thornall Street, 8th Floor
Edison, NJ 08837
Attn. Department of Legal Services

8. Miscellaneous.

- A. *No Waiver.* The waiver by either Party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach or violation.
- B. *Invalidity.* Any invalidity, illegality or unenforceability of any provision of this Agreement shall have no effect on the remainder of this Agreement.

- C. *Headings.* The headings contained herein are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- D. *Entire Agreement.* This Agreement represents the entire Agreement of the Parties relating to the subject matter hereof and any previous agreements or correspondence between the Parties are superseded by this Agreement.
- E. *Amendments.* No term, provision or condition of this Agreement may be modified in any respect except by a writing executed by the Parties. Notwithstanding the foregoing, should any provision of this Agreement be in conflict with the law of the State in which the HMH facilities are located or Federal law, the parties agree they will timely amend this Agreement to bring it into compliance.
- F. *No Assignment.* This Agreement may not be assigned without the prior written consent of the Parties.
- G. *Non-reliance.* This Agreement has not been executed in reliance upon any representation or promise except those contained herein.
- H. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- I. *Electronic Signatures and Documents.* The Parties agree that they may exchange documents electronically and that electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signature.
- J. *Force Majeure.* Neither Party shall be liable nor deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service or employment resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, pandemics, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes, or other work interruptions beyond the reasonable control of either Party.
- K. *Choice of Law and Venue.* The Parties agree that this Agreement will be governed by and construed in accordance with the laws of the State of New Jersey and the New Jersey courts shall have venue for any dispute arising out of this Agreement.
- L. *No Agency Relationship Between the Parties.* Nothing in this Agreement is intended to or shall be construed to constitute or establish any agency, employer/employee, partnership, franchise, or fiduciary relationship

between the Parties; and neither Party shall have the right or authority to hold itself out to the other Party, nor shall either Party be responsible for the negligence, intentional act(s) or omission(s), or willful misconduct of the other Party except as provided specifically to the contrary herein.

In Witness Whereof, the Parties have read and understand this Agreement and have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

HUDSON COUNTY COMMUNITY COLLEGE

HACKENSACK MERIDIAN HEALTH, INC.

By: _____
Christopher Reber, PhD
President
Date: _____

By: _____
David S. Kountz, MD
Chief Academic Officer
Date: _____

Exhibit B
Qualifications, Health, and Immunization of Participants

1. Academic Institution will ensure that each of its Participants has met the following health and immunization requirements prior to the first day of the Program at HMH:
 - a. Entire physical exam within the academic year within which the Program is occurring.
 - b. Documentation of two step Mantoux on record. Negative Mantoux test within the past twelve (12) months. For positive Mantoux test, documentation of a chest x-ray within six (6) months of positive result and documentation of annual symptom review thereafter. In the alternate, a negative quantiferon test within the past twelve (12) months without subsequent exposure will be accepted.
 - c. Documentation of Measles (rubeola), Mumps, Rubella (MMR) and varicella (chicken pox) immunization date or positive titer.
 - d. Documentation of Hepatitis B series or proof of positive Hepatitis B surface antibody titer, or a signed waiver prior to their affiliation at HMH is also required.
 - e. Documentation of a negative 9 Panel substance abuse urine drug screen, within the past twelve (12) months, which includes the following: Amphetamines, Barbiturates, Benzodiazepines, Cocaine Metabolites, Methadone, Methaqualone, Opiates, Phencyclidine, Propoxyphene.
 - f. Compliance with HMH's current COVID-19, flu and fit testing policies, if applicable that are in effect and incorporated herein as part of **Exhibit B**, which is subject to change.
2. Academic Institution attests that a criminal background check was completed for each of its Participants and determined to be acceptable to the Academic Institution.
3. Academic Institution attests that each of its Participants is qualified to participate in the Program and is a member in good standing at the Academic Institution.
4. Academic Institution agrees that upon request that it will provide evidence of any of the foregoing to HMH. Academic Institution agrees that it will notify Occupational Medicine at HMH of any exposure to a communicable disease by a susceptible Academic Institution Participant within 48 hours of such exposure.

**Exhibit A.1
Program Description and Requirements**

1. Short Name of Program: Nursing
2. Effective Date: *(only if no term)*
3. Term (if applicable): 11/1/24 to 10/31/26
4. Program Description: *[enter program description/requirements as relates to onsite program only; no links]*

The following NJ Board of Nursing criteria apply:

1. Collaboration between faculty and clinical agency personnel in selecting clinical experience;
2. Joint annual evaluation of the effectiveness of the clinical experience, with input from students; and
3. A faculty to student ratio of at least one faculty member for every 10 students for prelicensure nursing students.

The Parties agree to the foregoing Program as governed by the Academic Affiliation Agreement, dated November 1, 2024, between Hackensack Meridian Health, Inc. and Hudson County Community College.

HUDSON COUNTY COMMUNITY COLLEGE

By: _____

Printed Name

Title

Date: _____

HACKENSACK MERIDIAN HEALTH, INC.

By: _____

David Kountz, MD
Chief Academic Officer

Date: _____

**Exhibit A.2
Program Description and Requirements**

1. Short Name of Program: Radiology
2. Effective Date: *(only if no term)*
3. Term (if applicable): 11/1/24 to 10/31/26
4. Program Description: *[insert short program description if applicable as relates to onsite program only; no links]*

The Parties agree to the foregoing Program as governed by the Academic Affiliation Agreement, dated November 1, 2024, between Hackensack Meridian Health, Inc. and Hudson County Community College.

HUDSON COUNTY COMMUNITY COLLEGE

By: _____

Printed Name

Title

Date: _____

HACKENSACK MERIDIAN HEALTH, INC.

By: _____

David S. Kountz, MD
Chief Academic Officer

Date: _____



Memorandum of Understanding (MOU) between Hudson County Community College and Engage NJ as ENGAGECorps VISTA Project Partner Campus Site 2024 - 2025

Purpose

The purpose of this MOU is to identify the roles and responsibilities of each party as they relate to Engage NJ's VISTA Program and the supervision of AmeriCorps VISTA Members at all partnering service sites. In particular, this MOU is intended to: Establish and set guidelines for which the ENGAGECorps Program and its Members should function. This MOU is intended for all parties that will work with the Member during the 2024 - 2025 program year. The role of the AmeriCorps VISTA Members is to provide capacity-building support to a designated service site. Each member's activities must fit within the scope of the program's grant and member service description. Additionally, this MOU is also intended to provide support to ENGAGECorps members and service sites in meeting quarterly program goals.

The ENGAGECorps VISTA Partner Site will:

- Pay a \$5,000 membership fee and a \$12,000 program fee for a one-year full-time VISTA member. Payment is due November 31, 2024, prior to beginning their service at the site, when the VISTA member has been selected and approved.
- Designate an on-site supervisor responsible for daily supervision and reporting requirements
- Secure office/desk space with office supplies for the VISTA
- Provide a phone, computer, voicemail, and individual email account as needed
- Provide access to photocopiers and printers as needed.

The VISTA Supervisor will:

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



Engage NJ and Funder (CNCS) will:

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

PLEASE NOTE: *If a member voluntarily ends their service or is terminated within the first 30 days from the first day of On-Site Orientation and Training (OSOT) in August, Engage NJ will look to replace the member immediately so they can remain on track with the cohort. After October, we will not be in a position to recruit a replacement VISTA*

PLEASE ALSO NOTE: *In the case of the VISTA no longer serving at the site during the first three months of service - whether due to resignation or termination - the \$12,000 partner fee is 50% refundable. Following three months of service, should the VISTA no longer serve at the site for any reason, the \$12,000 fee is nonrefundable*

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

IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

Engage NJ Staff and Site Supervisors will work cohesively to provide VISTA Members with the tools and guidance to support the school community. Program staff and Site Supervisors must remain in constant communication regarding site and Member needs. Site Supervisors must attend Zoom meetings, trainings, and other impromptu Site Visit meetings as needed. The site Supervisor will also inform the Program staff of any site changes, challenges, and highlights within one week of their occurrence.

I understand, have read, and agree to the above:

ENGAGECorps VISTA Partner Host Supervisor Date

September 30, 2024

Engage NJ Executive Director Date

COLLEGE READINESS NOW XI PROJECT
OF THE NEW JERSEY COUNCIL OF COUNTY COLLEGES
Supported by the New Jersey Office of the Secretary of Higher Education

COLLEGE READINESS NOW XI PROJECT AGREEMENT

BETWEEN

THE NEW JERSEY COUNCIL OF COUNTY COLLEGES, NJCCC

and

HUDSON COUNTY COMMUNITY COLLEGE, Recipient

I. RECITALS

The New Jersey Council of County Colleges and the Office of the Secretary of Higher Education have entered into a Memorandum of Understanding for the implementation of the College Readiness Now XI Project. Commencing in July 2024 and concluding no later than August 20, 2025, approved projects will be established between community colleges and selected local school districts. By entering into this Project Agreement the Recipient agrees to be bound by the terms and conditions set forth or referenced in the Memorandum of Understanding and this Project Agreement including the program goals, programmatic responsibilities, funding, audit requirements, recordkeeping and retention, and grant acknowledgments in dissemination of project materials.

II. DEFINITIONS

The following terms shall have the meanings described below:

“NJCCC” shall mean the New Jersey Council of County Colleges.

“OSHE” shall mean the New Jersey Office of Secretary of Higher Education.

“Recipient” shall mean the County College receiving funds.

“MOU” shall mean the Memorandum of Understanding (master grant agreement) entered into between the OSHE and NJCCC.

“RFP” shall mean the Request for Proposals issued by NJCCC.

“Recipient Proposal” shall mean the written proposal submitted by Recipient in response to the RFP and approved by the OSHE.

III. PROJECT CONTRACT PROVISIONS INCORPORATED BY REFERENCE

The MOU provides project contract provisions and conditions between the State of New Jersey, Office of the Secretary of Higher Education and the New Jersey Council of County Colleges. The terms of this Project Agreement remain subject to compliance with the terms and conditions of the MOU, the RFP, and the Recipient’s Proposal.

IV. DOCUMENTATION REQUIREMENTS

Recipient will maintain records that adequately identify the source and application of funds, the services rendered, and the individuals served. Recipient will provide source documents to the NJCCC within five (5) working days of request. Source documents include both program and accounting records. Program source documents include but are not limited to student contact and enrollment forms; event/session/seminar sign-in sheets; course attendance records; program schedules; event evaluation forms; and diagnostic instruments and results. Accounting source documents

include, but are not limited to, general ledgers, paid bills, cancelled checks, payrolls, and time and attendance records.

Recipient will maintain and make available for audit purposes project personnel records to document calculations of time and effort expended to implement Recipient's Proposal.

V. PROGRAM PRIORITY

Using an assessment tool, Recipient's Proposal must identify students in the 9th, 10th, 11th, and/or 12th grade who are not likely to be college ready in math and/or English (and college ready students if using an accelerated learning approach) by the time of high school graduation. Recipient shall be responsible for defining and documenting the methodology utilized to identify students who are living below the applicable poverty line, and who shall be given the highest priority.

VI. PROJECT OR BUDGET MODIFICATIONS

Upon approval by the NJCCC, Recipient may transfer up to \$10,000 of the Grant Sum within the line items of the project budget. Transfers exceeding \$10,000 require approval from OSHE.

VII. GRANT FUNDING

Subject to program approval by the NJCCC, the NJCCC has allocated and will pay Recipient the sum of \$44,045 ("Recipient's Grant Award") toward funding of Recipient's approved project budget. Recipient's Grant Award will be paid by the NJCCC upon successful submission of the Grant Reimbursement Form. Recipient agrees to promptly notify the NJCCC in writing in the event it becomes apparent that Recipient will not require or expend the full Grant Award for Recipient's project. Upon receipt of such notification the NJCCC reserves the right to reallocate the excess Grant Award to College Readiness Now XI projects approved by OSHE to other community colleges. All Grant Award monies must be spent and accounted for by June 30, 2025.

Recipient agrees that any funds received under this Grant Award will not be used to supplant funds normally budgeted for programs or services of the same or similar type.

XI. PROGRAM GOALS AND RECIPIENT PROGRAMMATIC RESPONSIBILITY

A. Using an assessment tool, colleges must identify students in the 9th, 10th, 11th and/or 12th grade who are not likely to be college ready in math and/or English (and college ready students if using an accelerated learning approach) by the time of high school graduation. Highest priority must be given to students who are living below the poverty line applicable to the individual's family size (as determined under section 673(2) of the Community Service Block Grant Act).

B. Colleges must incorporate a student success component into the program such as a student success course, series of workshops, or equivalent, to expose students to the college experience, assist students with developing effective study strategies, and engage in career exploration.

C. Colleges must implement the program between July 1, 2024 and August 20, 2025. All monies must be spent or encumbered by June 30, 2025.

D. Colleges must complete interim and final reports that provide the following information: numbers of students served at each school, high school partners, program overview, financial records, and evaluation of program effectiveness.

E. Colleges must provide the program at no cost to the student.

XI. INTERIM AND FINAL STATUS REPORTS

No later than February 28, 2025 Recipient shall submit in writing to the NJCCC an interim project status report utilizing the report template furnished by the NJCCC. No later than August 29, 2025 Recipient shall submit in writing to the NJCCC a final project status report utilizing the report template furnished by the NJCCC.

The reports shall describe (a) the extent to which Recipient's Proposal has been implemented, (b) itemization by category of the grant related expenditures to date, (c) information about the students served and partner schools, (d) the methods used to identify students living below the poverty level, (e) the methodology for serving them, topics presented, success rates, (f) enrollment data of students and (f) evaluation of the impact of the project on the college readiness of the student participants.

XI. DISSEMINATION

All public events, activities, curricular materials, press releases and other documents produced with these funds, or describing the College Readiness Now XI project must clearly state:

1. The College Readiness Now XI funding is administered by the OSHE and the OSHE is a partner in the "College Readiness Now XI" project.
2. Any publication, including web pages and recruitment materials, shall contain the following statement:

"The contents of this (insert type of publication; e.g. book report, film) were developed under a grant from the State of New Jersey that is administered by the New Jersey Office of the Secretary of Higher Education (OSHE). However, these contents do not necessarily represent the policy of the State of New Jersey or the OSHE, and you should not assume endorsement by State Government."

XII. TERM

The term of this College Readiness Now XI Project Agreement shall be from the date it is signed by both parties to June 30, 2025. The grant funding cycle runs from July 1, 2024 - June 30, 2025.

However, programs can extend until August 20, 2025 as long as funds are expended or encumbered by June 30, 2025.

XIII. AMENDMENT

No amendment to this College Readiness Now XI Project Agreement shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Project Agreement to be duly executed by their respective authorized officers.

NEW JERSEY COUNCIL OF COUNTY COLLEGES

By _____
Aaron R. Fichtner, President

HUDSON COUNTY COMMUNITY COLLEGE

By _____
Christopher Reber, President

**FIRST AMENDMENT TO THE
JED CAMPUS SERVICES AGREEMENT**

between

THE JED FOUNDATION

and

HUDSON COUNTY COMMUNITY COLLEGE

This First Amendment effective October 8, 2024 (this “**Amendment**”) amends that certain JED Campus Services Agreement by and between The Jed Foundation, having an address at 745 Fifth Avenue, Suite 500, New York, NY 10151 (“**JED**”) and Hudson County Community College, having a mailing address at 70 Sip Ave. Jersey City, NJ 07306 (“**School**”), effective as of August 1, 2021 (the “**Agreement**”).

WHEREAS, the Parties desire to amend the Agreement as set forth below.

NOW, THEREFORE, in consideration of the mutual promises of JED and School, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by both parties, intending to be legally bound hereby, agree to amend the Agreement as follows:

1. Add Exhibit C as attached at the end of this Amendment.

Except as specifically amended or supplemented by this First Amendment, all terms and conditions of the Agreement are hereby confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment, or caused it to be executed by their duly authorized representatives as of the date first written above.

HUDSON COUNTY COMMUNITY COLLEGE	THE JED FOUNDATION
By:	By:
Name:	Name: John MacPhee
Title:	Title: CEO
Date:	Date:

Exhibit C

COLLABORATIVE FOR STUDENT PARENTS

JED Campus Collaborative for Student Parents

Program: October 2024 to May 2026

Participate in a curated addition to the JED Campus program with a deep focus on students who are parents (specifically mothers), the “Collaborative for Student Parents:”

- School will complete a baseline assessment focused on current programs, services, and the needs of students who are parents.
- School will assess the current make-up of their JED Campus Team, also known as the School Team, and add relevant parties concerning students who are parents, as needed.
- School will recruit at least one student parent, specifically a single mother student, to their School Team.
- School will schedule either an in-person or virtual meeting with JED in spring 2025. This meeting will provide an in-depth overview of the “JED Comprehensive Approach” in alignment with JED’s Improving Mental Health of Student Parents: A Framework For Higher Education (“the Framework”). JED staff will review recommendations aimed to improve the mental health of student parents to inform “Student Parent Action Steps.”
- School will receive a list of Student Parent Action Steps, aligned with the JED Comprehensive Approach, that meet the mental health needs of students who are mothers/parents. School will actively work on its action steps.
- JED will provide expert technical assistance on how to implement Student Parent Action Steps. School Teams will meet with their JED Advisor virtually at least two times per quarter or more as needed for the School Team to update JED on the School’s progress against the recommendations.
- School agrees to share aggregated and de-identified data regarding student parents with JED.
 - JED will provide recommended survey questions to support Schools in collecting data on student parents. Schools will be encouraged to integrate these questions into their existing data collection efforts or use provided questions to create a new approach if they currently do not gather data on student parents.
- During Semester 3 (August 2025-December 2025) Schools will assist JED in identifying and facilitating a sign-up process for student parents to participate in a focus group, specifically mothers.
- School will complete two annual satisfaction surveys throughout this program.

Approximate Program Timeline

- Semester 1: October 2024-December 2024
- Semester 2: January 2025- May 2025
- Semester 3: August 2025- December 2025

- Semester 4: January 2026-May 2026

Subgrant

- In support of developing new programs and initiatives for students who are parents, JED will sub-grant \$5,000 to the School to be used toward a related intervention of their choosing (as long as it supports students who are parents). JED will provide guidance on how best to leverage these dollars in alignment with the Student Parent Action Steps and the Framework.
- School should discuss plans for use of the sub-grant during technical assistance calls with their Campus Advisor and by submitting their related intervention via a form provided by JED. Schools will receive a confirmation email of approval.
- School agrees to submit an invoice to JED upon request (JED will share what information to include) accountspayable@jedfoundation.org.
- Year One Payment: \$2500 will be granted 30 days after the contract is signed. Year Two Payment: \$2500 will be granted 30 days after the start of Semester 3 (August 1, 2025). School must actively participate in this program in order to receive the funding; and School must repay any funding that is not used for this program.

	Payment	Payment Schedule
Year One	\$2,500	Granted 30 days after the contract is signed.
Year Two	\$2,500	Granted 30 days after the start of Semester 3 (August 1, 2025).

Convenings

- JED will host 4 virtual convenings over the course of the Collaborative for Student Parents program.
- School should make its best effort to attend convenings. If lead(s) cannot attend, a designee should be sent in their place. When JED asks lead(s) to invite additional School members, School leads should make every effort to do so.

**Memorandum of Understanding
for Academic Cooperation between**

**HUDSON COUNTY COMMUNITY COLLEGE, JERSEY CITY, USA
AND
ROSE PAN AFRICAN EDUCATION AT POPENGUINE, SENEGAL**

A. PURPOSE AND SCOPE

In recognition of the proven value of international experiences for students, faculty and staff, and to strengthen cultural and educational links between both institutions, **Rose Pan African Education**, located in **Popenguine, Senegal, mailing address HV3P+VQQ, Popenguine, Senegal**, and the Hudson County Community College located at 70 Sip Ave Ste 1, Jersey City, NJ 07306USA, establish this Memorandum of Understanding ("MOU") dated as of this ("Effective Date") to set forth the desire of the institutions to cooperate on various to be determined academic and educational exchanges, as well as some basic terms and conditions. Rose Pan African Education is an established private organization in Senegal and a nonprofit organization in the United States, located at **655 Park Avenue Brooklyn, New York 11206**. Hudson Community College is a public two-year institution serving students in Hudson County, NY and beyond county, state, and country borders.

Both institutions will make reasonable efforts to cooperate in the fields with which both parties are concerned, and subject to more specific agreements. Specific areas of cooperation between the two institutions may include, but are not limited to the following:

- 1) Visits to the other institution by faculty members and researchers for conferences, seminars, lectures, and discussions.
- 2) Joint research activities.
- 3) Creating opportunities for undergraduate students to take courses and to engage in internships, service learning and research at other institutions.
- 4) Implementation of mutual cultural programs.

Specific programs, engagements, exchanges and financial arrangements of joint activities, the conditions for utilizing the results achieved, and arrangements for specific visits, student mobility, and other forms of cooperation shall be negotiated in separate agreements for each specific case.

B. COMMUNICATION

Each institution will designate an individual to coordinate all endeavors that may derive from this Memorandum of Understanding. For this purpose, **Rose Pan African Education** designates **Mark Gomes, Board Member and Secretary** and Hudson County Community College designate **Jamilah Moudiab Director of Diversity, Equity and Inclusion for Veteran Affairs and International Student Services**. All notices shall be sent to the designated individuals at the following address:

Either institution may change its designated liaison by written notification to the designated liaison of the other institution. The liaisons will inform each other of the delegation of duties within the respective institutions' staff for the implementation of programs, routine communication, and processing of enrollments and activities.

Each institution agrees to inform the other in the event that any of the following occur:

1. Any material changes in the academic programs, standing, or accreditation of the institution.
2. Changes to the availability of student housing.
3. Changes to student and visitor roster information.
4. Changes to cost of attendance per student or visitor.
5. Any changes in faculty, staff or programs that directly affect a program or project implemented pursuant to this MOU.

If the parties enter into a collaborative agreement with respect to any of the areas of cooperation addressed in, or contemplated by this MOU, either institution shall be allowed to promote, subject to the terms set forth herein, that the other institution is its partner with respect to that particular program. This permission is limited to the use of the names and/or logos in advertisements and published materials that are primary to the originating organization in a manner that complies with the then-current logo use policy and must be pre-approved in writing by the other institution. Each institution reserves the right to audit any and all materials at any time. Upon a written request for examples of materials, either institution must deliver examples of all requested materials within 30 days. If the usage of the logo/name is unacceptable to the requesting party, upon receipt of a written request from the partner, the organization must immediately stop publishing that usage of the logo and/or name and make best efforts to immediately take any occurrence of the requested usage of such logo and/or name out of circulation. Any materials created for the purpose of promoting collaborative programs will be available for both parties' use and publication.

C. TERM AND TERMINATION

The Term of this MOU commences on the Effective Date and continue for a period of five (5) years unless otherwise amended or terminated. This Memorandum of Understanding may be terminated by either party with at least **90 days** prior written notice to the other. If any programs are in effect at the time this MOU expires or is terminated, the parties will work together in good faith pursuant to the terms of the program agreement to ensure that the participating students, faculty, and staff are able to complete their academic program if practicable.

D. CHOICE OF LAW/DISPUTE RESOLUTION

This MOU shall be governed by and interpreted in accordance with the laws of the State of New Jersey without regard to conflicts of laws and rules. All disputes between the parties, including those arising out of or relating to this MOU or the obligations thereunder, shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey venue in Hudson County, New Jersey

WHEREFORE, the parties to this Memorandum of Understanding acknowledge the terms and conditions herein by signature below.

Rose Pan African Education

**Hudson County Community
College**

Dr. Nicole Richards

Semester Start-Up Events

Fri.	Aug.	22	College Service Day
Mon.		25	All College Adjunct Faculty Orientation – 6 p.m.
Wed.		27	Convocation

**Registration should occur at least one day prior to first class meeting.*

15-Week Terms: Regular, Online Regular, Hybrid, and Early College: August 28 – December 17

Thurs. Aug. 28 **Classes begin** for Regular, Online Regular, and Hybrid Sessions

Sat. Aug. 30 *Labor Day Weekend – College closed*

Mon. Sept. 1

Tues. Sept. 9 Last Day to Add* for 15-Week Regular, ONR/Hybrid

***For a complete list of refund dates, please consult the Summer/Fall 2025 Student Refund Calendar.*

Mon. Sept. 8 Classes begin for Early College sessions (“HP”) Last day to add*: 9/12 Last day to drop**: 9/19

Thurs. Sept. 11 Last Day to Drop** for 15-Week Regular, ONR/Hybrid, and Culinary Evening Terms

Wed. Oct. 1 Last day to file Degree Audit Application for December 2025 Graduation

Mon. Oct. 13 Columbus Day – Classes in session

Mon. Oct. 20 **Diwali – No classes – College closed**

Note: Classes normally held on this day will be held on Tuesday, December 16

Thurs. Oct. 23 Midterm Exams/Advisement Period

Wed. 29

Tues. Nov. 4 Election Day – Classes in session

Wed. Nov. 5 Last day to submit Midterm Advisory Grades

Tues. Nov. 11 Veterans’ Day – Classes in session

Wed. Nov. 19 Last day to complete official withdrawal (W) for Regular, ONR, Hybrid, and Early College

Wed. Nov. 26 No Classes; College Offices open

Thurs. Nov. 27 *Thanksgiving Recess – College closed*

Sun. 30

Tues. Dec. 9 Last classes and/or final exams for classes Regular, ONR, Hybrid, and Early College classes

Wed. 17 **Note: On December 16, Monday classes meet**

Mon. Dec. 22 Last day to submit final grades

Culinary (Day) Cycles

Aug. 28 - Oct. 6 Culinary Cycle I Last day to add*: 9/4 Last day to drop**: 9/9 Last day to W: 9/16 Grades due: 10/9

Oct. 7 - Nov. 11 Culinary Cycle II Last day to add*: 10/9 Last day to drop**: 10/21 Last day to W: 10/27 Grades due: 11/14

Nov. 12 - Dec. 17 Culinary Cycle III Last day to add*: 11/17 Last day to drop**: 11/24 Last day to W: 12/1 Grades due: 12/22

7-Week Sessions: Online and On-Ground/Remote

Aug. 28 - Oct. 16 Online Session A Last day to add*: 8/29 Last day to drop**: 9/4 Last day to W: 10/7 Grades due: 10/22

Aug. 28 - Oct. 15 On-Ground/Remote 1 Last day to add*: 9/4 Last day to drop**: 9/4 Last day to W: 10/7 Grades due: 10/21
(Last session for T/R classes is 10/9.)

Aug. 28 - Oct. 21 Culinary On-Ground 1 Last day to add*/drop**: 9/4 Last day to W: 10/7 Grades due: 10/24

Aug. 28 - Oct. 24 Culinary Hybrid 1 Last day to add*/drop**: 9/4 Last day to W: 10/7 Grades due: 10/29

Oct. 22 – Dec. 17 Culinary On-Ground 2 Last day to add*: 10/24 Last day to drop**: 10/29 Last day to W: 12/1 Grades due: 12/22

Oct. 25 – Dec 17 Culinary Hybrid 2 Last day to add*: 10/27 Last day to drop**: 11/3 Last day to W: 12/4 Grades due: 12/22

Oct. 25 - Dec. 17 Online Session B Last day to add*: 10/27 Last day to drop**: 11/3 Last day to W: 12/4 Grades due: 12/22

Oct. 27 - Dec. 11 On-Ground/Remote 2 Last day to add*: 10/29 Last day to drop**: 10/31 Last day to W: 12/5 Grades due: 12/16

12-Week “Quick Term” & Off-Site Sections

Sept. 18 - Dec. 17 “Q” & Off-Site Sections (12-wk.) Last day to add*/drop**: 9/24 Last day to W: 11/19 Grades due: 12/22

(On 12/16, Monday classes meet.)

Hudson County Community College

Pharmacy Technician - Academic Certificate

Program Announcement Narrative

I. Objectives

The program prepares individuals to perform the technical skills required to work within a hospital, retail pharmacy or long-term care facility. These skills include compounding medications, distribution of pharmaceutical agents, and record keeping. The program will develop knowledge and understanding of basic pharmacology, drug interactions, and drug classifications as well as legal aspects of distribution.

II. Evaluation and Learning Outcomes Assessment

Program Learning Outcomes

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

1. Understand of the scope of pharmacy practice including compounding, pharmacology, and associated drug calculations.
2. Demonstrate professionalism in cross-cultural communication
3. Interpret medication labels and prepare medications under supervision, while maintaining safety protocols and inventory control.
4. Describe drug classifications, indications, and side effects of commonly used drugs.
5. Explain legal aspects of drug dispensing; circumstances that result in medication errors.
6. Understand human biology as it relates to the causes of common diseases.

Program Learning Goal	Program Learning Outcome	Course in the program curriculum assessed	Assessment Methods or Tools
Goal 1: Provide students with an overall understanding of the role and scope of practice including all aspects of drug preparation.	Demonstrate understanding of the scope of pharmacy practice including compounding, pharmacology, and associated drug calculations	PHM 101 PHM 201 MAT 102	Competency assessments Midterm & final exam
Goal 2: Facilitate communication techniques used with patients, clients, and customers.	Demonstrate professionalism in cross-cultural communication	COM 101 PHM 205	In-class activities and field assignments.

Goal 3: Understand common medication labeling and handling of medical supplies.	Able to safely interpret med labels and prepare medications, and maintain inventory control.	MAT 102 PHM 205	Midterm and final exams Competency assessments
Goal 4: Promote understanding of all forms of classifications of commonly used drugs.	Describe drug classifications, indications and side effects of commonly used drugs.	PHM 101 PHM 201 HLT 112	Competency assessments Midterm & final exam
Goal 5: Engage students in risk inquiry and medication problem solving.	Explain legal aspects of drug dispensing; circumstances that result in medication errors.	PHM 201	Competency assessments
Goal 6: Provide students with basic principles of health and disease.	Understand human biology as it relates to causes of common diseases.	BIO 107	Midterm and final exams; lab reports

Assessment variables:

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

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

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

IV. Need

According to the NJ Department of Labor statistics, the need for Pharmacy Technicians will continue to grow at a steady pace. This is due largely to the US aging population who use more medications as they live longer. There are 181 vacant positions in New Jersey. These are largely with commercial pharmacies and large hospital systems.

As of August 2024, the average hourly pay for a pharmacy technician in New Jersey is \$19.34, with a range of \$17.07 to \$20.72. The estimated total pay for a pharmacy technician in New Jersey is \$45,291 per year.

There are three similar programs in NJ Community Colleges:
Ocean County CC – Continuing Education 14.4 CEU's
Salem County CC – Academic Certificate 30 credits
County College of Morris – Non-Credit

HCCC non-credit division offers a Pharmacy Tech program. This program differs in that the Academic Certificate follows the PTCB curriculum and, includes an Externship requirement. Through internal articulation agreement, students wishing to take the non-credit program can receive academic credits through competency assessment and completion of the externship requirement.

V. Students

It is anticipated that pre-nursing and medical science students as well as other discipline certified students such as medical assistants would be interested in this program as either a stackable credential, entry into college or work world.

This program nests into the AAS Health Sciences for those students wishing to continue on for a degree.

VI. Program Resources

The program will utilize the existing classrooms and labs in the School of Nursing and Health Professions. It is intended that the purchase of supplies and small equipment will be through Perkins funding.

VII. Degree Requirements (Curriculum design and course descriptions)

Curriculum Design

Pharmacy Technician - Academic Certificate

Admission Criteria: High School Graduate or GED
18 years old or older
Exit Academic Foundations English, Math and Algebra
ATI – TEAS Test score of 50 or higher

Prior to clinical placement:
Negative criminal background and drug screening

General Education Requirement*

Course Title		Credits
BIO 107	HUMAN BIOLOGY	4
COM 101	INTERPERSONAL COMMUNICATION (or ENG 101, OR ENG 112)	3

Major (Specialized) Requirement

Course Title		Credits
MDA 106	MEDICAL TERMINOLOGY	3
MAT 102	MATH FOR THE HEALTH SCIENCES	3
HLT 112	PATHOPHYSIOLOGY	3
PHM 101	PHARMACY TECH I	5
PHM 201	PHARMACY TECH II	6
PHM 205	PHARM TECH EXTERNSHIP	3

TOTAL = 30 CREDITS

SEMESTER BREAKDOWN

First Semester:

MAT 102 – Math for the Health Sciences	3 credits
MDA 106 – Medical Terminology	3
BIO 107 – Human Biology	4
PHM 101 – Pharmacy Technician I	5
TOTAL =	15

Second Semester:

COM 101 – Interpersonal Communication	3
(or ENG 101, or ENG 112)	
HLT 112 – Pathophysiology	3
PHM 201 – Pharmacy Technician II	6
TOTAL =	12

Third Semester:

PHM 205 – Pharm Tech Externship	3
---------------------------------	---

This program nests into the AAS Health Sciences for those students wishing to continue on for a degree.

Course Descriptions

MAT 102 Mathematics for the Health Science 3 CR

This course introduces the logic of mathematics and measurement. The role of mathematics in the health professions and the application to problems encountered by the health professional are discussed. Topics covered include basic computation with non-negative rational and real numbers, ratios and proportions, scientific notation, and logarithms. The metric system, its nature, and specific applications to medical dosages and other health problems are also examined. Pre-requisite: Exit Academic Foundations Mathematics.

MDA 106 Medical Terminology 3 CR

This is a basic course in the development of the medical vocabulary commonly used in medical practice. Emphasis is placed on the study of prefixes, suffixes, root words, and combining forms. Physiologic and anatomic terms referring to human tissues and organ systems are introduced. Emphasis is also placed on building the professional vocabulary required of a career in a health care facility.

BIO 107 Human Biology 4 CR

This course focuses on an understanding of the biological functioning of humans. Additional emphasis is given to genetics, ecology, and microbiology. Laboratories include hands-on exercises and lab dissections.

COM 101 Interpersonal Communication 3 CR

This course introduces students to the fundamentals of interpersonal communication. Students learn about the communication process, interpersonal theories and research, and the various ways that gender and cultural differences can affect interpersonal communication. Students also learn how to use effective communication skills in professional, social, and personal relationships. Students analyze the elements of interpersonal communication through group discussions, written assignments, and assessments. Pre-requisite: Exit Basic English.

HLT 112 Pathophysiology 3 CR

Examines the concepts of both wellness and illness in terms of causation, prevention, diagnosis, treatment, and classification. Knowledge of anatomy and physiology and medical terminology is helpful for the successful completion of this course. Pre-requisite: MDA-106

PHM 101 Pharmacy Technician I 5 credits

This is the first of two courses in the Pharmacy Technician program. Course content includes the duties and responsibilities of the pharmacy technician, as well as the mathematical components and the pharmacology foundation necessary to become a pharmacy technician. The course includes pharmacy practice such as handling of infectious and hazardous waste, pharmacologic dose calculations, and interpreting medication orders.

PHM 201 Pharmacy Technician II 6 credits

This course contains additional role and responsibilities of a practicing pharmacy technician, as well as IV medications, sterile and non-sterile compounding, inventory control and legal aspects of dispensing drugs. The course contains 80 lab hours of simulated directed practice. (Prerequisite: PHM 101)

PHM 205 Pharmacy Tech Externship 3 credits

This course will provide the pharmacy technician real world experience in a hospital, clinic, retail pharmacy or long-term care facility. The course will require 210 hours of directed supervised practice. Students will complete these hours as non-paid practice. In addition, the course will provide the student with a review for the Pharmacy Tech Certification Board Exam. This course will require a background check and drug screen prior to placement in a clinical site. A mock credentialing exam will be given. (Prerequisite: PHM 201)