

**HUDSON COUNTY COMMUNITY COLLEGE  
AND  
LENOX HILL RADIOLOGY & MEDICAL IMAGING ASSOCIATES P.C.  
AFFILIATION AGREEMENT**

This agreement (the "Agreement") is made this \_\_\_\_\_ of \_\_\_\_\_, 2025 (the "Effective Date") between Lenox Hill Radiology & Medical Imaging Associates P.C., (the "Imaging Center") located at \_\_\_\_\_ and Hudson County Community College, (the "School") for the provision of clinical experience for Students ("Students") enrolled at School, each, a "Party" and together, the "Parties" hereunder, whether or not capitalized herein

**A. TERM**

This Agreement covers the period from \_\_\_\_\_, 202\_\_ through \_\_\_\_\_, 202\_\_, and may be renewed thereafter upon the execution of a new agreement or written amendment to this Agreement. Each Party will undertake in good faith an annual review of this Agreement.

**B. SCHOOL RESPONSIBILITIES**

1. The School will hereby 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 hereby respect the autonomy of the Imaging Center to set its own program as a service delivery system.
3. A Program Faculty member will hereby 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 hereby work cooperatively with the Imaging Center Staff in selecting and assigning clinical experiences to Students.
5. School Faculty ("Faculty") and Students will hereby observe the rules, regulations, policies and procedures in effect at the Imaging Center.
6. The School will hereby 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 hereby 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 hereby be made aware that all patient information including patient medical records are to be kept strictly confidential.
10. School hereby 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 hereto 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 hereby retains at all times hereunder the right to have a Student or Faculty excluded from Imaging Center. Imaging Center also 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 York.

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 reasonably 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, defend 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, defend 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 have completed their clinical experience.

2. Either Party hereto 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 hereto 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 hereto 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:

a. is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in the Federal procurement or non-procurement programs; or

b. 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. No Discrimination. 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 hereunder 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 hereto 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 hereto 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 hereto shall promptly return to the other Party or destroy, with confirmation to the other Party hereto 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. Each Party's respective business hereunder is completely separate from the other Party's respective business hereunder and this Agreement in no way merges and/or otherwise integrates each of the Party's respective businesses. Furthermore, the Parties hereto fully intend to act and/or otherwise

perform as independent contractors, and the provisions hereof are not intended to create any agency, trust, co-owners, partnership, joint venture, employment relationship and/or other fiduciary relationship and/or association of any kind and/or nature whatsoever between the Parties hereto other than that of independent Parties contracting with each other solely to carry out the provisions of this Agreement for the express purposes recited herein. Each Party hereto shall be, and shall remain, the employer of its own respective agents, servants, employee and/or consultants, etc..

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:  
Lenox Hill Radiology & Medical Imaging Associates P.C.  
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. Mistake. 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. Savings Clause. 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 York 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. Furthermore, no person nor entity whatsoever (whether or not a party hereto) has made any other warranty(ies), covenant(s), representation(s), statement(s) indemnity(ies) and/or undertaking(s) whatsoever to any party hereto with respect to the subject matter hereof and transactions contemplated hereunder not expressly set forth in this Agreement and none of the same have been relied upon in any manner whatsoever by any Party hereto. Moreover, the parties hereto each confirm hereby that such party has not been induced to enter into this Agreement by any of same which is/are not expressly contained in this Agreement. Thus, no parole evidence (extrinsic evidence) of any kind and/or nature whatsoever (whether made prior, contemporaneously and/or hereafter herewith) shall be admissible into evidence nor otherwise alter, contradict, vary, amend, modify, change and/or otherwise effect the terms of this Agreement.
13. Amendments. Except as expressly set forth to the contrary in this Agreement, no amendment, modification, and/or other change of any term and/or provision of this Agreement shall be binding unless in writing and signed all Parties hereto 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 York without regard to New York's conflict of laws principles.
17. Assignment. The Parties recognize that this Agreement is based upon the skill and expertise of the Parties. Except in connection with the sale of all or substantially all of Provider's business pursuant to a sale of assets, merger, consolidation, change in control, or similar transaction, 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, delayed, conditioned and/or otherwise denied 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, each party to this Agreement hereby agrees and consents that any legal action or proceedings with respect to this Agreement shall only be exclusively brought in the courts of the State of New York in the county of New York and/or of the U.S. District Court for the Southern District of New York. This section 21 shall survive termination or expiration of this Agreement.
22. Equal Employment. To the extent not in conflict with New York law, Imaging Center agrees to comply with the requirements of the Mandatory Equal Employment Opportunity language annexed hereto as Exhibit A, as applicable.



23. Force Majeure. “*Force Majeure*” shall mean any event or condition, not existing (other than as to COVID-19) as of the date of this Agreement, not reasonably foreseeable as of such date and not reasonably within the control of either Party, which prevents in whole or in material part the performance by one of the Parties hereto of its obligations hereunder or which renders the performance of such obligations so difficult or costly as to make such performance commercially unreasonable. Without limiting the generality of the foregoing, the following shall constitute events or conditions of *Force Majeure*: acts of Governmental Entities, riots, disturbance, war, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, disease, epidemics, pandemics, covid-19 epidemic, fire, flood, hurricane, typhoon, earthquake, natural disasters, lightning and explosion.

24. No Third-Party Beneficiaries. The terms and provisions contained in this Agreement are for the sole benefit of the parties hereto and their respective heirs, administrators, legal representatives, permitted successors and assigns, and such terms and provisions shall not otherwise be interpreted and/or constructed as conferring any third-party rights, privileges, interests and/or other benefits on any person(s) and/or entity(ies) unless otherwise expressly stated to the contrary in this Agreement. Hence, no person(s) and/or entity(ies) shall have any third-party claim(s), right(s) of action, standing, nor other rights at any time hereunder to enforce (whether for breach of contract or otherwise) in any manner as a third-party beneficiary any term and/or provision of this Agreement as the same shall be personal solely between the parties to this Agreement unless otherwise expressly stated to the contrary in this Agreement.

25. Medical Records. 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.

26. Counterparts; Duplicate Originals. A fully executed facsimile, email and/or other copy of this Agreement shall hereby be deemed a legally binding and enforceable duplicate original hereof as well as shall be fully valid, admissible, and enforceable without objection for any and all usual and customary evidentiary purposes whatsoever in any court, arbitration and/or other legal proceeding of any kind and/or nature involving the parties hereto. Each multiple copy shall hereby be deemed an original, but all multiple copies together shall constitute one and the same instrument.

Agreed to as of the Effective Date set forth above.

**HUDSON COUNTY COMMUNITY COLLEGE**

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

Christopher M. Reber, Ph.D

**LENOX HILL RADIOLOGY &  
MEDICAL IMAGING ASSOCIATES P.C.**

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

## 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

Unless otherwise inconsistent with New York law, 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/](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.

## CLINICAL EDUCATION AGREEMENT

BY AND BETWEEN

HUDSON COUNTY COMMUNITY COLLEGE  
NURSING HCCC

AND

KEARNY HEALTH DEPARTMENT

This CLINICAL EDUCATION AGREEMENT (the “**Agreement**”) is made and entered into to be effective as of the **31<sup>st</sup> day of January, 2025**, between HUDSON COUNTY COMMUNITY COLLEGE NURSING PROGRAM (the “**HCCC**”), and KEARNY HEALTH DEPARTMENT.

### Background

A. Kearny Health Department, 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 are a required and integral component of the Curriculum;

D. HCCC desires the assistance of Kearny Health Department in developing and implementing the clinical education phase of the Curriculum, which shall include clinical education and practical experience;

E. Kearny Health Department recognizes its professional responsibility to provide clinical education experiences for students engaged in the Curriculum; and

F. Kearny Health Department wishes to assist HCCC in developing and implementing the clinical education experience for students engaged in the Curriculum.

G. The HCCC and Kearny Health Department acknowledge that HCCC’s students will not perform any hands-on care or services to students of Kearny Health Department 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 Kearny Health Department agree as follows:

1. Mutual Responsibilities of HCCC and Kearny Health Department

- 1.1 HCCC and Kearny Health Department will establish objectives for clinical education and devise methods for implementing these objectives and evaluating their effectiveness.
- 1.2 HCCC and Kearny Health Department will determine the number of students to be assigned to Kearny Health Department and required to achieve the established educational objectives.
- 1.3 In accordance with applicable law, HCCC and Kearny Health Department will not discriminate against any HCCC or Kearny Health Department 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 Kearny Health Department.
- 2.2 HCCC will refer to Kearny Health Department 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 Kearny Health Department and to act as liaison for HCCC with the Kearny Health Department, 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 Kearny Health Department 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 Kearny Health Department with educational objectives and evaluation forms for each clinical education assignment.
- 2.7 HCCC will maintain communication with Kearny Health Department on matters pertinent to clinical education. Such communication may include, but not be limited to, on-site visits to Kearny Health Department, workshops, meetings, and the provision of educational materials relevant to the clinical education experience.

- 2.8 HCCC will advise students assigned to Kearny Health Department of their responsibility for complying with: (i) all applicable federal, state and commonwealth laws, regulations, and rules; and (iii) the administrative policies of Kearny Health Department and the Bylaws, Rules and Regulations of Kearny Health Department's healthcare staff, as such administrative policies of Kearny Health Department and the Bylaws, Rules and Regulations of Kearny Health Department'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 Kearny Health Department, if HCCC determines that conditions at Kearny Health Department 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 at Kearny Health Department in HCCC's sole discretion.
- 2.11 HCCC will enforce a request from Kearny Health Department to immediately withdraw from the clinical education experience any student whom Kearny Health Department, 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 Kearny Health Department 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 Kearny Health Department has been informed of Kearny Health Department'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 Kearny Health Department's Standards of Conduct/Ethical behavior policies which apply to all staff and volunteers that interact students as representatives of Kearny Health Department.
- 2.13 The HCCC agrees that it shall inform students and any faculty members placed at Kearny Health Department 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 Kearny Health Department, 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 Kearny

Health Department 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. Kearny Health Department 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 Kearny Health Department, and request that each student complete a written evaluation of his/her experience on forms approved by both the HCCC and Kearny Health Department. These evaluations will be shared with Kearny Health Department in a timely fashion at the conclusion of the clinical education assignment. Kearny Health Department 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 Kearny Health Department

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

- 3.7 Kearny Health Department 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, Kearny Health Department 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 Kearny Health Department 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 Kearny Health Department. If Kearny Health Department provides first aid and/or emergency care to an assigned student, Kearny Health Department may charge the student reasonable fees for such services.
  - 3.9 Kearny Health Department 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. Kearny Health Department 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 Kearny Health Department the requirements of this Section 4.
- 4.1 The student is required to comply with all applicable policies, procedures and rules of Kearny Health Department 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, Kearny Health Department 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 Kearny Health Department, 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 Kearny Health Department and furnish evidence of good health if requested by Kearny Health Department, consistent with applicable law.



4.5 The student is required to obtain prior written approval of Kearny Health Department 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 Kearny Health Department before publishing such material; provided, however, the student may publish a student paper without obtaining Kearny Health Department's approval if: (a) the identity of Kearny Health Department or Kearny Health Department is removed from such student paper; and (b) any attribute that would identify Kearny Health Department or Kearny Health Department by association including, but not limited to, physical location and identification of key officers and other personnel associated with Kearny Health Department or Kearny Health Department, have been removed from the paper prior to its publication.

4.6 The student shall provide services to students of Kearny Health Department 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 Kearny Health Department 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 31, 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 Kearny Health Department at the time of notice of termination shall be given the opportunity to complete his/her or their clinical education assignment at Kearny Health Department, 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  
Hudson County Community College  
870 Bergen Avenue  
Jersey City, NJ 07306

**For KEARNY HEALTH DEPARTMENT:**

Name: Annareilly McNair  
Title: Health Officer, Kearny Department of Public Health  
Kearny Health Department  
645 Kearny Avenue  
Kearny, New Jersey 07032

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 Kearny Health Department, as required by this Agreement, or as required by law, Kearny Health Department's Information (as defined herein) or any other matter or thing learned or acquired by the HCCC through its association with Kearny Health Department that is not otherwise available to the public. In the event of a disclosure required by law, HCCC will provide Kearny Health Department with at least two (2) business days' written notice prior to any such disclosure. "**Kearny Health Department's Information**" shall mean all information of Kearny Health Department, 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 Kearny Health Department, but will not apply to such information which was known by HCCC prior to receipt from Kearny Health Department, 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 Kearny Health Department. Kearny Health Department 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 Kearny Health Department 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 Kearny Health Department through its association with HCCC that is not otherwise available to the public. Kearny Health Department shall ensure that any student, employee, subcontractor or agent to whom Kearny Health Department may disclose any confidential information of HCCC is bound by the confidentiality terms and conditions of this Agreement. Kearny Health Department further agrees that, upon termination of this Agreement for any reason, Kearny Health Department will neither take nor retain, without prior written authorization from HCCC and except to the extent such information has been incorporated into records of Kearny Health Department 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, Kearny Health Department will provide HCCC with at least two (2) business days' written notice prior to any such disclosure. Kearny Health Department 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 Kearny Health Department 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 Kearny Health Department.

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.

**KEARNY HEALTH DEPARTMENT**

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

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

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

Date: \_\_\_\_\_

**HUDSON COUNTY COMMUNITY COLLEGE**

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

Name: Christopher M. Reber, Ph.D.

Title: College President

Date: \_\_\_\_\_

**STUDENT NURSE AFFILIATION AGREEMENT  
BETWEEN  
HUDSON COUNTY COMMUNITY COLLEGE  
AND  
PARADIGM CLINICAL SERVICES**

Agreement, effective **January 1, 2025** by and between Hudson County Community College, located at 70 Sip Avenue Jersey City, New Jersey 07306, and

**PARADIGM CLINICAL SERVICES  
215 MYRTLE AVENUE, BOONTON, NJ 07005**

1. **TERM**

This contract shall be for a period of two years commencing **January 1, 2025** and continuing until **December 31, 2027** for the following program.

**REGISTERED NURSING**

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

Either party may at any time during the term of this agreement, with or without cause, terminate this agreement upon one hundred twenty (120) days written notice to the other party.

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

2. **COLLEGE RESPONSIBILITIES**

The College as the sponsoring agency agrees:

- a. To assume full responsibility for the planning and the execution of the curriculum for its students including the administration, curriculum content, and Faculty appointments.
- b. To provide an assignment schedule of dates for the affiliation periods throughout the academic year.
- c. That students assigned for clinical experience will receive no compensation.

- d. To assure that students conform to the rules, regulations, and policies of PCS. These rules, regulations and policies will be available and reviewed with the students/faculty by the Agency.
- e. To require student's statement of health screening to include:
  - 1. MMR Titers
  - 2. Hepatitis B Titers
  - 3. QuantiFERON Results
  - 4. COVID-19 Vaccination
  - 5. Current CPR Certification
- f. To provide medical documentation of any special physical needs of students and to provide for any special allergic needs of the students.
- g. To complete criminal background check on students and provide the Agency with such evidence upon request.
- h. To assure that students have their own malpractice insurance and provide the Agency with such evidence upon request.

3. **AGENCY CENTER 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 necessary supplies, facilities, and supervision as may be required to insure quality education for the students without impairing quality client care.
- c. To provide an orientation of its facilities, policies, and procedures for the College's faculty and students.

4. **MUTUAL OBLIGATIONS**

- a. The Agency shall at all times retain sole responsibility for all client care, and the extent of participation of the student in assisting with or observing client care. *(However, the foregoing statement is not meant to address the issue of ultimate legal liability in the event of a claim.)*
- b. Responsibility for planning the clinical experience with the Agency will be jointly shared by the Agency's staff and the College's instructors, subject at all times to the policies, rules, and regulations of PCS.
- c. A student of the College may be assigned to any facilities or programs within the Agency system.
- d. Student curriculum, attendance, and scheduling shall be under the direction of the College as long as they do not conflict with the Agency's policies, rules, and regulations.

- e. Students are not employees of either party during the hours in which they participate in this program.
- f. The student of the College will start his/her clinical experience program as determined by mutual agreement. Minor adjustments in the length of service and the period during which it shall be rendered may be made with the mutual consent of the College and the Agency.

5. **INSURANCE**

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

6. **CONFIDENTIALITY**

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

7. **INDEMNIFICATION**

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

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

8. **EMERGENCY MEDICAL CARE**

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

9. **REGULATORY REQUIREMENTS**

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

Signed:

\_\_\_\_\_  
Christopher Reber, President  
Hudson County Community College

\_\_\_\_\_  
Date

Signed:

  
\_\_\_\_\_  
Paul Flores RN BSN CRNI VABC,lgCN  
Paradigm Clinical Services

10/31/24

\_\_\_\_\_  
Date





## MEMORANDUM OF UNDERSTANDING

February 19, 2025 – February 18, 2026

**Between:**

**Hudson County Community College (HCCC) and the Hispanic American Commerce Association of Jersey City (HACA JC)**

### 1. Description

The purpose of this Memorandum of Understanding is for HCCC and HACA JC to work together to mutually support each organization's mission. HCCC and HACA JC will work collaboratively to support entrepreneurs and small businesses in Hudson County, as well as the HCCC community. This may include workshops, business training programs, events to support entrepreneurial and student initiatives, other collaborative programs, sharing resources, and when available, cross-marketing opportunities, and sharing information. HCCC will work with staff, students, faculty, other college departments, and partners to support initiatives. HACA JC will work with staff, businesses, and other partners to support initiatives. Both HCCC and HACA JC will share resources to expand their capacity to support entrepreneurs, small businesses, and the HCCC community.

Furthermore, this Memorandum of Understanding creates a framework for collaboration that benefits both parties by enhancing educational and business opportunities, fostering community engagement, and supporting workforce development initiatives.

### 2. Roles and Responsibilities

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

HACA JC

- a. Promote HCCC programs and events to entrepreneurs and small businesses.

- b. Collaborate on programs, including workshops, business training sessions, and events that benefit both HCCC students and HACA JC businesses.
- c. Share and leverage resources, when available.
- d. Engage in cross-marketing initiatives and information sharing.
- e. Engage in planning and evaluation sessions with HCCC to review progress, address challenges, plan future activities, and grow the partnership.

#### HCCC

- a. Promote HACA JC programs and events to students and the college community.
- b. Collaborate on programs, including workshops, business training sessions, and events that benefit both HCCC students and HACA JC businesses.
- c. Share and leverage resources when available.
- d. Engage in cross-marketing initiatives and information sharing.
- e. Engage in planning and evaluation sessions with HCCC to review progress, address challenges, plan future activities and grow the partnership.

### **3. Provisions and Amendments**

This Memorandum of Understanding contains all provisions agreed upon by the parties. Any amendments to this Memorandum of Understanding must be in writing and signed by either parties or their duly authorized representative. It is further understood that the term of this agreement is for the period: February 19, 2025 - February 18, 2026. Any continuation is subject to a new agreement.

### **4. Logo Usage and Marketing:**

Both the HACA JC and HCCC will be permitted during the term of the collaboration to use each other's logos in their respective marketing materials related to collaborative activities, events, and initiatives. However, prior approval for logo usage shall be obtained from the respective organizations.

### **5. Confidentiality:**

Except as and to the extent required by law, the parties will not disclose or use any confidential information with respect to the other party furnished, or to be furnished, or their respective representatives at any time or in any manner other than in connection with its evaluation of the transaction proposed in this MOU. For purposes of this paragraph, "confidential information" means any information stamped "confidential" or identified in writing as such promptly following its disclosure, and is reasonable to be stamped or identified as confidential, unless (a) such information is already known to the receiving party or its representatives or to others not bound by a duty of confidentiality or such information becomes publicly available through no fault of the receiving party or its representatives, (b) the use of such information is necessary or appropriate in making any filing or obtaining any consent or approval

required for the consummation of the possible venture, or (c) the furnishing or use of such information is required by or necessary or appropriate in connection with legal proceedings or otherwise required to be disclosed pursuant to applicable law or governmental requirement. To the extent permitted by law, upon the written request of the disclosing party, the receiving party will promptly return to the receiving party or destroy any confidential information in its possession and upon request confirm in writing that it has done so. If return or destruction is not feasible, the receiving party shall maintain the confidential information in accordance with the terms of this MOU.

**6. Independent Contractors**

It is not intended that an employer/employee, joint venture or partnership agreement be established hereby expressly or by implication between parties. Rather, in discharging all duties and obligations hereunder, the parties shall at all times be and remain in an independent contractor relationship. Except as required by a party's indemnification obligation, each party shall be liable for its own debts, obligations, acts, and omissions.

**7. Assignment**

Neither this Agreement, nor the rights or responsibilities of any party under this Agreement may be assigned by the parties without the prior written consent of the other party, such consent not to be unreasonably withheld.

**8. Choice of Law/Dispute Resolution**

This agreement and the performance thereunder shall be governed by the laws of the State of New Jersey, without regard to New Jersey's or any other jurisdictions conflicts of laws rules or provisions. All disputes and claims between the parties arising out of or relating to this Agreement or the obligations thereunder shall be subject to the exclusive jurisdiction of the Superior Court of New Jersey, venue in Hudson County, New Jersey.

\_\_\_\_\_  
Aris Paulino  
President  
Hispanic American Commerce  
Association of Jersey City

\_\_\_\_\_  
Dr. Christopher M. Reber  
Hudson County Community College

Date \_\_\_\_\_

Date \_\_\_\_\_

# CCGE Design Challenge Participation Agreement

## Community College

THIS AGREEMENT FOR THE COMMUNITY COLLEGE GROWTH ENGINE, (the "Agreement") is made between Hudson County Community College, an institution of higher education located at , and the Education Design Lab, a Virginia nonstock corporation with nonprofit tax status, located at 1200 18<sup>th</sup> Street NW, Suite 710, Washington, DC 20036 ("the Lab") as of \_\_\_\_\_(the "Effective Date").

### A. (Institution's) Performance Requirements

This Agreement establishes the following performance requirements and conditions for participation in the CCGE program.

**Section 1: Participation:** College agrees to fully participate in the following:

1. President Forum meetings with college presidents
2. Regularly scheduled team calls with CCGE designers
3. Cross cohort Design Sessions
4. Learn and Share sessions - interactive peer-learning and sharing experience
5. CCGE Convenings
6. Community of Practice activities
7. Data Collaborative activities
8. Impact Evaluation
9. College design team will write one 500-800 word blog each year for 2 years about their CCGE micro-pathway transformation experience. The Lab will provide a template and editing resources and will aim to pitch the story to external outlets.
10. College design team will provide employer testimonials with direct quotes, feedback, and insights at least once during the design process, at the launch of the micro-pathway(s), and after the hiring process.
11. College design team will provide learner testimonials with direct quotes, feedback and insights during each of the learner journey phases (design, outreach, registration, funding, micro-pathway completion and hiring).
12. College design team will provide other key stakeholders' testimonials with direct quotes, feedback and insights at least twice during the design and launch phases.
13. Other topical, stakeholder-specific engagements (e.g. marketing, data)

**Section 2: Pilot Implementation and Iteration:** College agrees to assemble a design team of cross-functional campus leaders to include workforce development and continuing education administrators, faculty members, representatives from student services, career and academic advising as well as institutional research and advancement, marketing, communications, financial aid, and the college foundation; design and launch a pilot program according to a defined set of design criteria; engage with regional ecosystem partnerships that

includes employers, economic and workforce development agencies, community-based organizations, K-12 districts, philanthropy groups, and other relevant organizations; apply human-centered design and the Lab's Learner Engagement Framework; demonstrate consistent presence on regular design calls and sessions, as well as actively contribute to shared products, such as white papers, webinars, presentations and other publications, and be receptive to technical assistance.

**Section 3: Evaluation:** College will be required to participate in the learning agenda for the Community College Growth Engine. The learning agenda will include a third-party evaluation that will support growth, improvement, and evidence-building during CCGE activities. The evaluation will cover the design and implementation phase and include an impact evaluation. It may also involve providing access to program and partner personnel and participants for data collection, including but not limited to surveys, collecting demographic data on learners, baseline and follow-up surveys, quantitative and qualitative research, interviews, focus groups and observation as well as documenting and assessing the design and implementation outcomes and impacts of the CCGE's activities using a mixed method evaluation design.

**Section 4: Data Collaborative for a Skills-Based Economy:** The Data Collab is designed to support research and evaluation projects relating to the Lab's programs and services, and the impact of micro-pathways on (l)earners' education and career outcomes. The participation in the data collab will help colleges identify new data elements they want to collect and track over time to have a more robust understanding of their learners. College will be required to execute the Data Contributor and Participation Agreement (DCPA). This document lays the groundwork for the data partnership and is structured to address the Family Educational Rights and Privacy Act (FERPA) requirements for sharing student-level data to authorized CCGE project representatives. In accordance with DCPA, the college will provide two types of data relating to CCGE micro-pathways: (1) student-level information, such as student name and identifiers; student characteristics at enrollment, such as race/ethnicity, birthdate, and gender; and micro-pathway participation and progress data, such as course outcomes and credentials earned, wage, and employment history, and (2) information describing courses, credentials, competencies, and pathways. The student-level enrollment and outcome information will cover all coursework involved in the college's micro-pathway programs, whether offered as credit or non-credit coursework, and will be provided for an initial term of three years. In addition, the college, with support from the Lab, will design a data strategy to gather key elements not included in the registration process at the beginning of each micro-pathway program and potentially deliver a survey after program completion. Together, the student and micro-pathway program information will provide valuable insights into micro-pathway designs and student enrollments, demographics, outcomes, and insights.

**Section 5: Community of Practice:** The CCGE team has developed a robust community of practice to connect colleges and foster greater learning and innovation that includes networking opportunities as well as critical information and updates for CCGE colleges. Additionally, the CCGE team will create regular options for colleges to continue important conversations cohort wide, post questions and findings important to all cohort colleges, and share related research and insights. College is expected to actively contribute to the Lab's community of practice designed to share lessons from the experiences of the Lab staff, college teams, learners, community and business partners supporting their efforts, and connect to other colleges within the cohort to share best practices and learn from others. As part of building a community of practice, the Lab will convene Learn + Share virtual sessions designed as an interactive peer-learning and sharing experience that aims to tell the story of the colleges' innovative work that they created during the design year and share promising practices and lessons learned. CCGE will host a variety of other professional development opportunities for all CCGE colleges to participate in as they continue their work in micro-pathway development and scaling efforts.

**Section 6: Communications Strategy:** College commits to collaborating with the Lab on storytelling to amplify learnings from this work to promote adoption and scale. This could include publications, webinars, conference presentations, and other opportunities as available at least one year following the official end of the project. The Lab retains the right to share and elevate emerging models developed by the institution. The College will be expected to follow the Lab's and CCGE guidelines related to promotion which will be provided at the launch meeting and partner with the Lab in the collection of learner stories/testimonials, dissemination and presentation of findings. The Lab reserves the right to promote and use information regarding the initiative and this project in news releases, websites, newsletters, mass communications, and other press and public media, whether in hard copy or electronic communications format, to report on activities and participants. In addition, the College agrees to supply information for press and publication, as requested, for use by the Lab in promoting the CCGE.

**Section 7: Partnership development:** College agrees to develop a robust regional workforce collaborative. The Lab will support the college in developing and enhancing partnerships with stakeholders such as employers, K-12 districts, public agencies, community-based and faith-based organizations, economic development leaders, and local funders to create seamless pathways to employment. The roles of these partners include providing input and feedback on the micro-pathway prototypes and committing to support learners along their journey throughout the micro-pathway. This support could include tuition support, referrals, career counseling, and work-based learning opportunities. College, with the support of the Lab, is expected to seek input and feedback from employers, K-12 systems and other partners on the micro-pathway prototypes during the CCGE design phase. College will work with employers to obtain their input on the technical skills and competencies as well as the 21st century skills for the micro-pathways. College will also obtain feedback from employers to validate the micro-pathway prototypes. The Lab expects that the existing partnerships will be strengthened through the co-design process.

**Section 8: Marketing:** The college will be tasked to promote their local efforts to build the branding for micro-pathways to elevate the visibility of the initiative as a whole. The Lab will provide resources, templates and strategies on how to design and disseminate appropriate messages regionally and nationally.

## **B. General Contract Terms and Conditions**

**B.1. Term.** This Agreement will commence on the Effective Date and will continue until the final completion of the CCGE Design Challenge, unless terminated as provided in paragraph B.5 below ("**Termination**").

**B.2. Confidential Information.** "**Confidential Information**" shall mean any and all information which is disclosed by either party to the other by any means (including verbally, electronically, visually, or in a written or other tangible form) which is either identified by the disclosing party as confidential or proprietary or should be reasonably understood to be confidential or proprietary. Confidential Information includes, but is not limited to data, inventions, algorithms, techniques, processes, marketing plans, strategies, forecasts, training materials, personnel information, third party confidential information, and the contents of this Agreement.

a. Recipient shall keep Confidential Information in strict confidence and shall not disclose it to any third party or use it for purposes other than evaluating the business relationship. Recipient's internal disclosure of confidential Information shall be only to those employees or agents having a need to know such information in connection with this Agreement and only insofar as such persons are bound by a nondisclosure agreement consistent with this Agreement. Recipient shall promptly notify the disclosing party of any unauthorized disclosure or use of Confidential Information by any person.

b. This Agreement imposes no obligation upon the parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully

known by the recipient without an obligation to maintain its confidentiality prior to receipt from the disclosing party; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by recipient in good faith from a third party having the right to disclose it without an obligation of confidentiality; (d) is independently developed by recipient without the participation of individuals who have had access to the Confidential Information; or (e) is required to be disclosed by law or court order provided the disclosing party is provided with notice prior to disclosure and diligent efforts are undertaken to limit disclosure.

**B.3. Indemnification.** Each party (the “**Indemnifying Party**”) agrees to defend, indemnify and hold harmless the other party and its directors, officers, employees, and agents from and against any and all liabilities, damages, costs, and all associated expenses (including reasonable attorneys’ fees and regulatory penalties) from any third-party claims, demands, suits, proceedings, formal or informal administrative, or regulatory proceedings or inquiries, and other actions arising out of or on account of a claimed or alleged: (a) breach by the Indemnifying Party of its representations, warranties, covenants, and obligations under this Agreement; (b) breach of confidentiality obligations by the Indemnifying Party; (c) violation, infringement, or misappropriation of an intellectual property right or other proprietary right by the Indemnifying Party; or (d) injury of any kind to a person or damage to property resulting in any way from any act, omission, or negligence on the part of the Indemnifying Party or Indemnifying Party’s personnel, in the performance or failure to perform any obligation hereunder. These remedies are in addition to any other remedies available to either party at law or in equity.

**B.4. Limitation of Liability.**

- a. **EXCEPT FOR LIABILITY RELATED TO INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL A PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON OR ENTITY IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES OF ANY NATURE AND IRRESPECTIVE OF FAULT OR NEGLIGENCE, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.**
- b. **THE LAB’S LIABILITY HEREUNDER, IF ANY, SHALL BE STRICTLY LIMITED TO THE AMOUNT(S) PAYABLE OR PAID BY THE LAB TO (Institution) FOR THE SERVICE(S) GIVING RISE TO A PROVEN CLAIM, AS ESTABLISHED BY FINAL JUDGMENT.**

**B.5. Termination.**

- a. This Agreement may be terminated by either party by written notice if the other party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from the non-breaching party.
- b. In case of termination by a material breach by (Institution), the Lab shall be entitled to the return of a prorated incentive award, or a partial completion of the CCGE project, and any other services which have been agreed to and completed.

**B.6. Force Majeure.** Neither party will be liable for any failure or delay in performance under this Agreement due to fire, explosion, earthquake, storm, flood or other weather, a pandemic or epidemic as declared by the U.S. Centers for Disease Control and Prevention, unavailability of necessary utilities or raw materials, war, insurrection, riot, act of God or the public enemy, law, act, order, proclamation, decree, regulation, ordinance, or instructions

of government or other public authorities, or a judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement).

#### **B.7 Miscellaneous.**

**a. Assignment.** This Agreement is not assignable by either party in whole or in part without the prior written consent of both parties, which such consent shall not be unreasonably withheld. Neither Lab nor (Institution) will be relieved of any of their obligations hereunder as a result of any assignment of this Agreement

**b. Entire Agreement.** This Agreement and the documents referred to herein, constitute the entire Agreement between the parties. This Agreement is a complete and exclusive statement of terms and conditions and supersedes all prior agreements.

**c. Waivers.** No provision of this Agreement may be waived or modified unless reduced to writing and signed by authorized representatives of Lab and (Institution). All remedies available to either party for one or more breaches by the other party are and shall be deemed cumulative and may be exercised separately or concurrently without waiver of any other remedies. The failure of either party to act on a breach of this Agreement by the other shall not be deemed a waiver of such breach or a waiver of future breaches, unless such waiver shall be in writing and signed by the party against whom enforcement is sought.

**d. Amendments.** Except as specifically permitted in this Agreement, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both parties.

**e. Severability.** If any provision of this Agreement is held by a court or tribunal to be invalid, illegal or unenforceable for any reason or in any respect, the remaining provisions of the Agreement shall not be affected and the Agreement shall be construed as if the invalid, illegal or unenforceable provision never existed.

**f. Notices.** Unless otherwise indicated, any notices required or permitted hereunder will be given to the appropriate party at the address specified below or at such other addresses as (Institution) or Lab may specify in writing. Such notice shall be deemed given upon personal delivery to the appropriate address or three (3) days after the date of mailing if sent by certified or registered mail.

**g Governing Law.** Virginia law governs this Contract. The parties agree that any litigation concerning this bid, proposal, or this Contract must be brought in the State or Federal Courts of Virginia, and each party shall pay its own costs and attorney fees.

**h. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, use of a .pdf, facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the Effective Date.

(Institution)



Title
Signature Below
Date:

Title
Signature Below
Date:

**Education Design Lab**

Lab Signatory: Signature Below
Date:

Larry Roth

1200 18th Street NW # 710

Washington, DC 20036

[Lroth@eddesignlab.org](mailto:Lroth@eddesignlab.org)

If to Institution:

Name:

Address:

Email address

