

ROBERT WOOD JOHNSON UNIVERSITY HOSPITAL AFFILIATION AGREEMENT

This AFFILIATION AGREEMENT (this “Agreement”) is entered into as of September 1, 2021 among ROBERT WOOD JOHNSON UNIVERSITY HOSPITAL, INC. (hereinafter referred to as “Hospital”) and the BOARD OF EDUCATION OF THE NEW BRUNSWICK PUBLIC SCHOOL DISTRICT (hereinafter referred to as “Board of Education”) for its NEW BRUNSWICK HEALTH SCIENCES TECHNOLOGY HIGH SCHOOL (hereinafter together with the Board of Education referred to as “School”), for the purpose of providing a Health Professions Scholars Program to students at the School.

The purpose of this Agreement is to identify the mutual responsibilities and expectations of the Hospital and the School with respect to offering and participating in the New Brunswick Health Sciences Technology High School (the “Health Professions Scholars Program”).

I. General Information:

- A) The Hospital and the School agree to cooperate and jointly plan for the Health Professions Scholars Program (the “Program”) to be offered to students of the School (“Students”) during the normal school year. Each of the School and the Hospital shall appoint a program manager responsible for scheduling and coordinating the Program (each a “Program Coordinator”). The Hospital’s Program Manager and the School’s Program Coordinator shall cooperate with each other in providing, scheduling, coordinating and administering the Program at the Hospital. The Program will be offered to Students at the Hospital’s New Brunswick Campus. The Program description is attached hereto as **Exhibit A**.
- B) The Program is intended to stimulate Students’ interest in a variety of allied healthcare professions offered at the Hospital and motivate talented Students with an aptitude for Math, Science, English and Health attending the New Brunswick Health Sciences Technology High School to remain in school and plan for college or vocational training in an allied healthcare profession. The Program will be designed to offer Students the opportunity to learn about and observe healthcare professionals at work periodically throughout the academic year. The curriculum is developed by the school administrators and staff with the oversight of the Assistant Superintendent of Schools, and is then approved by the Curriculum Committee of the Board of Education and the Hospital’s Program Coordinator prior to the commencement of the Program at the Hospital. Notwithstanding any provision to the contrary, Students will not, and are not permitted to, provide clinical services to patients of the Hospital while participating in the Program.
- C) The parties to this Agreement hereby agree that they shall not unlawfully discriminate on the basis of race, creed, color, national origin, ancestry, age, marital status, domestic partner status, civil union status, sex, handicap, disability or sexual orientation in connection with this Agreement and that each shall fully comply with all Federal and State statutes concerning discrimination in connection with their respective obligations pursuant to this Agreement.

- D) The Hospital and the School do not consider the Students employees or volunteers of the Hospital, but students participating in an educational program offered at and by the School.
- E) Under this Agreement, both the Hospital and the School shall continue to be autonomous and shall be governed independently by their respective governing bodies and administrations.

II. Responsibilities of the New Brunswick Health Sciences Technology High School and New Brunswick Board of Education:

- A) The School shall provide any basic academic preparation of the Students through classroom instruction, and will assign Students to the Hospital only after they have satisfactorily completed any didactic portion of the curriculum deemed necessary and prerequisite for participation in the Program.
- B) The School's Program Coordinator shall serve as the School's liaison with the Hospital and shall be responsible for the day-to-day operation of the Program, including issues related to Student discipline.
- C) The School shall withdraw any Student from the program when that student is deemed unacceptable to the Hospital.
- D) The School and Hospital will have joint responsibility for the development, planning and evaluation of the educational objectives and experiences of the Hospital Program.
- E) The School shall ensure that the School, the Students and faculty members involved in the Program shall be covered by a minimum of One Million (\$1,000,000.00) Dollars per claim, and Three Million (\$3,000,000.00) Dollars in the aggregate of professional liability and malpractice insurance, with premiums prepaid. All insurance shall be carried with an insurance carrier authorized to do business in New Jersey having an A.M. Best rating of B+ or better. It is expressly understood by and between the parties hereto that the above insurance shall be deemed primary insurance and shall not be deemed excess to any insurance now in effect or in the future covering the Hospital, its agents, servants, employees and appointees. Further, the School shall also maintain appropriate insurance covering Students and faculty members, including, but not limited to: (i) Comprehensive General Liability Insurance; and (ii) Workers' Compensation Insurance for its faculty members. Prior to the start of the Program, the School shall present the Hospital with evidence of coverage and evidence that such coverage may not be canceled or materially changed without thirty (30) days' prior written notice to the Hospital. The School shall provide the Hospital with a certificate of insurance that expressly states that the School's insurance policy covers not only the School but also faculty members and Students. The above limit requirements may be satisfied with one policy or with a combination of policies equal to the total limits required.

- F) The School acknowledges that the condition of any Hospital patient is, and patient medical records contain privileged and confidential information about the patient and are protected by the provisions of the Health Insurance Portability and Accountability Act (“HIPAA”) and the regulations promulgated pursuant to HIPAA. The School agrees that it shall inform its Students that, as a condition of participation in the Program, Students shall keep patient medical records and all information contained therein strictly confidential in accordance with Hospital policies and the requirements of state and federal law, including HIPAA, and shall not disclose any such information to anyone without the Hospital obtaining prior written consent from the patient or the patient’s legal guardian, health care representative or other surrogate decision maker. The School shall ensure that each Student is aware that the condition of patients and all medical records are confidential and must be treated as such and understand their obligations under HIPAA. The School shall provide each Student and a parent or legal guardian of any Student under the age of 18 with a certification form prepared by the Hospital acknowledging their obligations under HIPAA, substantially in the form attached hereto in Exhibit B (“HIPAA Certification”). School shall provide the Hospital with properly signed HIPAA Certifications for each Student participating in the Program. The School shall specifically advise the Students that breaches of confidentiality shall be sufficient cause to have that person removed from participation in the Program. Continued violations of this provision shall be considered a material breach of the Agreement. The duty of confidentiality shall survive termination of the Agreement.
- G) The School shall inform the Students and faculty members that, as a condition of participating in the Program, the Students and faculty members shall be required to cooperate with and, to the extent applicable, abide by any Corporate Compliance Program now or hereafter instituted by the Hospital and its affiliates, including the Robert Wood Johnson University Hospital Code of Conduct, and any other rules and regulations, policies and procedures of the Hospital. Any questions regarding compliance with the Hospital’s Code of Conduct, rules and regulations or other policies or procedures may be directed to the Hospital’s Program Coordinator.
- H) The School shall be solely responsible for providing transportation to the Hospital’s facilities. In addition, the School’s faculty shall accompany all Students to and from the Hospital’s facilities.
- I) The School shall require all Students participating in the Program to have the current immunizations documentation complete and documented at the School as described in Section B. The School shall obtain completed HIPAA authorization forms for each Student, signed by the Student’s parent/legal guardian, in advance of attending any Health Professions Scholars Program at the Hospital and releasing any protected health information of a Student to the Hospital.
- J) The School shall obtain Hospital’s written consent to video/audio tape and photographs, substantially in the form attached hereto as Exhibit C, from each Student and faculty participating in the Program, and shall provide written

documentation of the student and /or faculty that **do not consent** to video/audio tape and photographs provided to the Hospital Program Coordinator

III. Responsibilities of the Hospital:

- A) The Hospital shall at all times retain sole responsibility for all patient care and safety and shall have the sole authority to determine the extent of Students' participation in, assistance with and observation of patient care.
- B) The Hospital shall provide instruction and supervision of the Students by qualified personnel who meet the standards and stated objectives of the Program..
- C) The Hospital shall provide immediate emergency health care to Students and faculty members in any instance of injury or illness at the Student's or faculty member's expense.
- D) The Hospital is not responsible for faculty member's or Student's lost or stolen personal property.
- E) The Hospital will provide professional and general liability coverage for itself, its employees, agents and officers, through the Hospital insurance program. Upon request, the Hospital shall provide the School with a letter evidencing such coverage.
- F) The Hospital and the School do not consider any employee of the Hospital an employee of the School
- G) Hospital will provide School with necessary supplies for the School to administer (a) a two-step tuberculin skin test and influenza vaccine to be completed prior to attending any Health Professions Scholars Program at the Hospital.
- H) The School and Hospital Program Coordinator will have joint responsibility for the development, planning and evaluation of the educational objectives and experiences of the Hospital Programs.
- I) The Hospital designated Program Coordinator ("Program Coordinator") shall provide an explanation and complete information on the HIPAA obligations required and shall present each Student with a HIPAA authorization for review and completion during orientation. The program Coordinator shall obtain completed HIPAA authorization forms for each student signed by the Student's parent/legal guardian, in advance of attending any Health Professions Scholars Program at the Hospital and releasing any protected health information of a Student to the Hospital.

IV. Responsibilities of the Students and faculty:

The School shall advise Students and faculty members of the following conditions of participation in the Program and shall advise the Students that the failure to meet the following

conditions shall be grounds for denial of participation in the Program and/or dismissal from the Program:

- A) Students and faculty members shall, at all times, follow the Hospital's Code of Conduct, rules and regulations and other applicable policies and procedures established by the Hospital. The Hospital shall orient the Students and faculty members to applicable Hospital policies.
- B) The health of each Student and faculty member must meet the standards required of the Hospital's employees, including disease immunity status, flu vaccine and mantoux testing of, Each Student and faculty must have received two doses of the measles-mumps-rubella (M-M-R) vaccine, with the first dose received after 12 months of age, or serological evidence of immunity or vaccination, that the Student/Faculty received an initial negative 2-step Mantoux tuberculin skin test (TST) in the absence of documented past positive test with a documented negative skin test annually. TST for incoming new students and faculty members completed prior to attending any Health Professions Scholars Program at the Hospital.

Influenza vaccine is the responsibility of each student and HS faculty member with documentation completed annually (per exhibit B) and such additional requirements as may be required of the Hospital's employees. The Hospital's Program Coordinator will advise the School or the School's nurse of all applicable health requirements. As an alternative to sending the copies of records for each Student, the School may provide the Hospital with an Initial Medical Certification for each school year as set forth in Exhibit C attached hereto.
- C) Hospital shall provide education and training of each Student and faculty member regarding the Occupational Health and Safety Administration's Hazard Communication Standard, New Jersey Community Right to Know and Occupational Health and Safety Administration's Blood Borne Pathogen Standard upon arrival at the Hospital.
- D) Each Student must acknowledge that all information regarding patient identity, diagnosis, prognosis, treatment and/or any personal data, which comes into the possession of the Student, is strictly confidential. The Student shall not disclose any such information to third parties and will take all steps necessary to protect the privacy, confidentiality and dignity of any patients with whom the Students have contact both during and subsequent to the Program.
- E) Students shall be advised that they are prohibited from publishing any material (including but not limited to, on any and all social media outlets) any information relative to the Program and shall be advised that such publications is a violation of the patient's HIPAA confidentiality.

V. References to Faculty:

All references in this Agreement to faculty members are applicable only if such faculty is to be provided by the School.

VI. Indemnification:

Each party agrees that it will indemnify and hold harmless the others, including its officers, trustees, employees, and agents from any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions of the indemnifying party, its officers, trustees, employees, and agents arising out of this Agreement and its performance hereunder, except to the extent such damage or injury is caused by the negligent acts or omissions of the other party and/or its officers, trustees, employees, and agents. Each party shall: (1) give prompt notice to the other of any claims threatened or made, or suits instituted against it which could result in a claim or right to indemnification as provided herein; (2) cooperate in the defense of any such claim or action; and (3) not settle such action or claim without the prior consent of the other party, which consent shall not be unreasonably withheld. This provision shall survive termination of this Agreement.

VII. Term of Agreement; Termination:

- A) The initial term of this Agreement shall run from **September 1, 2021 until June 30, 2024**, and until such time as the Program at the Hospital for the school year has been completed in accordance with the Program's schedule. This Agreement may be renewed, upon consent of both parties every three (3) years for additional school year term(s) by the mutual written agreement of both parties.
- B) Any party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other. In addition, any party may terminate this Agreement upon fifteen (15) days prior written notice to the other in the event of a breach of any material provision of this Agreement which remains uncured at the expiration of the fifteen-day notice period.

VIII. Compliance with the Law:

- A) 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.
- B) Each party certifies that it shall not violate the federal anti-kickback statute, set forth at 42 U.S.C. §1320a-7b(b) ("Anti-Kickback Statute"), or the federal "Stark Law," set forth at 42 U.S.C. § 1395nn ("Stark Law"), with respect to the performance of its obligations under this Agreement.
- C) In the event that Section 952 of P.L. 96-499 (42 U.S.C. Section 1395x(v)(I)) (the Omnibus Reconciliation Act of 1980, provisions relating to Medicare) is applicable to this Agreement, the School agrees as follows: until the expiration of four (4) years after the furnishing of any services pursuant to this Agreement, the School shall make available, upon written request by the Secretary of the federal

Department of Health and Human Services or upon request by the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement, and all books, documents and records of the School that are necessary to certify the nature and extent of the cost of services pursuant to this Agreement.

IX. Miscellaneous:

- A) If, as a result of a change in law or regulation or a judicial or administrative decision or interpretation, the performance by either party hereto of any provision of this Agreement should jeopardize the licensure of the Hospital, its participation in Medicare, Medicaid, or other reimbursement or payment program, its exemption from taxation under Internal Revenue Code Section 501(c) (3), or its full accreditation by The Joint Commission, or if it should constitute a violation of any statute, regulation or ordinance, or be deemed unethical by any recognized agency or association in the medical or hospital field, Hospital may request that this Agreement be renegotiated to eliminate the jeopardy and, if agreement is not then reached, terminate this Agreement forthwith.
- B) This Agreement shall be governed by the laws of the State of New Jersey, in which State this Agreement has been made.
- C) All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given when delivered by hand or mailed by United States mail, first class certified mail, with postage paid or by overnight receipted courier service to the parties at the following addresses, or such other address as either party shall furnish by notice to the other party in writing:

if to Hospital: Robert Wood Johnson University Hospital
One Robert Wood Johnson Place
New Brunswick, New Jersey 08901
Attn: President and CEO

With a copy to; RWJ Barnabas Health
95 Old Short Hills Road
West Orange, New Jersey 07052
Attn: David A. Mebane, General Counsel

if to School: New Brunswick Board of Education
Bayard Street
New Brunswick, New Jersey 08903
Attn: Jeremiah Clifford, Principal of NBHS&THS

- D) This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement or understanding between the parties with respect to the subject matter contained herein. It is understood and agreed that the parties

to this Agreement may revise or modify this Agreement only by mutual agreement in writing executed by authorized representatives of the parties.

- E) Neither party may assign this Agreement, or any of its rights in or obligations under this Agreement, without the prior written consent of the other party, except that the Hospital may assign this Agreement to its successor-in-interest, whether by merger, acquisition or otherwise.
- F) This Agreement may be executed simultaneously in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto, duly authorized, have caused these presents to be signed by their authorized corporate officers.

**ROBERT WOOD JOHNSON
UNIVERSITY HOSPITAL**

**BOARD OF EDUCATION OF
THE NEW BRUNSWICK PUBLIC
SCHOOL DISTRICT**

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT A

ROBERT WOOD JOHNSON UNIVERSITY HOSPITAL – HIPAA CONFIDENTIALITY STATEMENT

Confidentiality Statement

Robert Wood Johnson University Hospital (RWJUH) has a legal and ethical responsibility to safeguard the privacy of all patients and to protect the confidentiality of their health information. Additionally, RWJUH must assure the confidentiality of its patient, fiscal, research, computer systems, management and other business sensitive information. In the course of my assignment at RWJUH, I may have access to information or come into the possession of confidential information. In addition, my personal access code (User ID and Password) used to access computer systems is also an integral aspect of this confidential information.

By signing this document, I understand the following:

1) I understand that information, although available, is to be considered the property of Robert Wood Johnson University Hospital. I further understand that availability does not constitute implicit approval to access that information, to further disseminate that information, or to use that information in any manner inconsistent with its intended purpose or need for performance of my duties.

2) I understand that it is my responsibility to maintain confidentiality of all information whether oral, written, faxed or electronic that is entrusted to me. Access to confidential information without a patient care/business need-to-know in order to perform my job - whether or not that information is inappropriately shared - is a violation of this policy. I agree not to disclose confidential or proprietary patient care and/or business information to outsiders (including family or friends) or to employees or representatives of RWJUH who do not have a need-to-know.

3) I agree that since it may be necessary for me to have access to the computer system(s) to perform my duties, I agree to abide by the following:

- I will only use the code assigned to me;
- I will sign-off from the system upon completion of my activity;
- I understand and accept the responsibility to ensure the access code is confidential and is the legal equivalent of my signature and any on-line use represents my signed authorization;
- I will not make attempts to access information excluded from my access code;
- I understand that access is to be used only for a clear clinical or business reason;

- I understand and accept the responsibility to immediately advise my supervisor or manager if it is my belief that anyone may have discovered by access code; and
- I understand that any information I have access to will not be used for anything other than its intended purpose, unless otherwise authorized.

4) I agree not to discuss confidential patient, fiscal, research, computer systems, management and other business information, where others can overhear the conversation, e.g., in hallways, on elevators, in the cafeterias, on the shuttle buses, on public transportation, at restaurants, at social events, or any other public setting. It is not acceptable to discuss clinical information in public areas even if a patient's name is not used.

5) I understand that all items related to the computer system (printouts, tables, files and documentation) are assets of RWJUH and must be treated as confidential. I understand that I am prohibited from duplicating "purchased licensed software" to operate on more than one PC (unless permitted by license).

6) I know that I am responsible for information that is accessed with my password. I am responsible for every action that is made while using that password. Thus, I agree not to willingly inform another person of my computer password or knowingly use another person's computer password instead of my own.

7) I understand that my use of, and access to, the Hospital information system (including email) may be monitored or audited by the Hospital in its discretion. Further, I understand that my Hospital email is not entitled to privacy. My Hospital email may be accessed and used by the Hospital for any purpose in the Hospital's discretion.

8) I agree not to make any unauthorized transmissions, inquiries, modifications, or purging of data in the system. Such unauthorized transmissions include, but are not limited to, removing and/or transferring data from RWJUH's computer systems to unauthorized locations, e.g., home, websites, internet, face book, twitter, etc.

9) I understand that hospital personnel are prohibited from obtaining remote access to hospital computers via-dial-in phone lines from outside the health care system unless approval is obtained from an authorized administrator.

10) I understand that all faxed material, whether transmitted or received, is to be treated with due regard for its confidentiality.

11) I agree not to make inquiries for other personnel who do not have proper authority.

I have received a copy of the overview of HIPAA and Statement of Confidentiality Policy and understand that violation of this policy and other related policies may result in disciplinary action including termination of any relationship with RWJUH. I further understand that each individual may be also held personally liable for any civil or criminal or lawsuits brought against RWJUH as a result of that individual's willful violation of this policy.

I have read the above special agreement and agree to make only authorized entries for inquiry and changes into the system and to keep all information described above confidential. I understand that in order for any User ID and/or Password to be issued to me, this form must be completed.

Signature of Employee / Physician / Student / Volunteer

Date

Print Name

EXHIBIT B

INITIAL MEDICAL CERTIFICATION

Reference is made to the **AFFILIATION AGREEMENT** entered into as of September 1, 2020 between **ROBERT WOOD JOHNSON UNIVERSITY HOSPITAL, INC.** (hereinafter referred to as “RWJUH” or “HOSPITAL”), the **BOARD OF EDUCATION OF THE NEW BRUNSWICK PUBLIC SCHOOL DISTRICT** (hereinafter referred to as “Board of Education”) for its **NEW BRUNSWICK HEALTH SCIENCES TECHNOLOGY HIGH SCHOOL** (hereinafter together with the Board of Education referred to as “School”), for the purpose of providing a Health Professions Scholars Program to students at the School.

In accordance with the Affiliation Agreement above, please indicate that the following provisions have been met for the school year and that such documents are available upon request.

Responsibilities of the Students and Faculty:

The School shall advise students and faculty members of the following conditions of participation in the Health Professions Scholars Program and shall advise students and faculty that the failure to meet the following conditions shall be grounds for denial of admission to the program and/or dismissal from the program:

A) Prior to the initiation of the program, each student has provided evidence that his or her own health care is covered in the event of sickness or accident by an appropriate insurance policy.

B) The health of all students and faculty assigned to the Hospital must meet the standards required of the Hospital’s employees, including;

1. Physical examination that indicates the student is in good general health and free of communicable disease
2. Vaccine record of 2 doses of measles-mumps-rubella (M-M-R) with the first dose after 12 months of age or serological evidence of immunity
3. Vaccine record of 2 doses of Varivax or serological evidence of immunity to varicella.
4. Vaccine record of 3 doses of Hepatitis B vaccine or serological evidence of immunity.
5. Vaccine record of a single dose of Tetanus-diphtheria-pertussis (Tdap)
6. Vaccine record of current influenza vaccine
7. Written record in millimeters of a negative two-step tuberculin skin test within 30 day period just prior to the hospital assignment or in lieu of the two-step, a negative skin test within the past 12 months, or documentation of two negative skin tests within the preceding 12 months with documentation of a negative skin test within 12 months of the last negative test or
8. Students with a documented positive skin test must provide documentation of medical evaluation and a negative chest x-ray. A positive chest x-ray requires documentation of a completed antibiotic course of treatment.
9. Annually, documentation of a negative skin test must be available or a negative symptom questionnaire for students with a documented past positive skin test.

SCHOOL

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C

CONSENT TO VIDEO/AUDIO TAPE AND PHOTOGRAPHS

By signing this document, I expressly authorize and consent to the video/audio taping and photographing of my participation in the New Brunswick Health Sciences Technology High School (the "Program") at Robert Wood Johnson University Hospital, Inc. located at One Robert Wood Johnson Place, New Brunswick, New Jersey 08901 and such other facilities involved in the Program.

A) I acknowledge that I have been given prior notice and an opportunity to object, and I do not object, to the audio/video taping and photographing as set forth herein. I understand that I may be identifiable by the audio/video tapes, photographs or images.

B) I consent to New Brunswick Health Sciences Technology High School and Robert Wood Johnson University Hospital's unrestricted use, alteration, transmission, distribution, reproduction and publication of my name, likeness, picture, image and/or voice for purposes of advertising, publicity, business, trade, art, advocacy, education, community service, or any other lawful purpose, and specifically for direct exhibition and broadcast purposes in connection with the Program (the "Permitted Uses").

C) I agree that all pictures, videotapes, sound recordings, and reproductions shall remain the sole property of New Brunswick Health Sciences Technology High School and Robert Wood Johnson University Hospital, and that New Brunswick Health Sciences Technology High School and Robert Wood Johnson University Hospital may use them for any of the Permitted Uses without payment or other consideration to me or my representatives, regardless of whether New Brunswick Health Sciences Technology High School and Robert Wood Johnson University Hospital receive consideration in exchange for their use. In addition, I waive the right to inspect or approve the finished product, in any form or media, wherein my name, likeness, picture, image and/or voice appear or is otherwise represented or used.

D) I understand that, during any taping or photography session, I have the right to leave if I feel uncomfortable with the taping or photographing.

E) I hereby release, waive and forever discharge and hold harmless New Brunswick Health Sciences Technology High School and Robert Wood Johnson University Hospital and their agents, representatives, employees, affiliates, successors and permitted assigns, jointly and individually (hereinafter collectively referred to as "Releases"), from any liabilities, claims, causes of action and demands of any kind or nature, whatsoever, in law or equity, whether known or unknown, which I (or my assigns, agents and/or representatives) ever had, now has, or in the future may have against the Releasees, which arise out of or are related to the taping and photographing of my participation in the Program as set forth herein and/or my decision to permit the taping and photographing. This release shall be binding on all of my successors-in-interest and legal heirs. This release shall be construed and enforced in accordance with the laws of the State of New Jersey applicable to agreements of this nature and I hereby consent to the exclusive jurisdiction and venue of said State.

I certify that I am competent to enter into this consent and release. I have read this consent and release and I fully understand its contents, meaning, and impact.

Name of Student: _____

Signature of Student/Parent or Legal Guardian: _____

Date: _____

EXHIBIT D

**DESCRIPTION OF
HEALTH PROFESSIONS SCHOLARS PROGRAM**

- A. **9th Grade Health Professions Scholars** program will accommodate a maximum of 40-55 students for presentations on allied healthcare professions and/or Healthcare Topics on the Hospital campus.
- B. **10th Grade Health Professions Scholars** program will accommodate a maximum of 40-55 students for presentations on allied healthcare professions and/or Healthcare Topics on the Hospital campus.
- C. **11th Grade Health Professions Scholars** program will accommodate a maximum of 60 students for Career Shadowing and First Aid/CPR Certification course on the Hospital campus.
- D. Each student will rotate to the hospital campus for one marking period for the Career Shadow. Each student will have an opportunity to explore two to three individual allied healthcare career areas of interest.

Each student will receive the following courses

- Adult First Aid with CPR and AED course
- Pediatric First Aid with CPR course

E. **12th Grade Health Professions Scholars Program** will accommodate a maximum of 15 students for senior internships. A Health Professions Scholar Internship should allow a senior student to intern with an allied healthcare professional host(s) with a specific project or assigned weekly responsibilities with minimal department faculty supervision or an observational shadow experience providing a student with a better understanding of a specific allied healthcare career.

The Senior Internship should allow students to shadow one on one with healthcare professionals for one fall and one spring semester placement. It is the culmination of their four years of healthcare exploration, experiential learning and career shadowing experiences in the healthcare industry. During this multi-week internship experience, that is modified and appropriate for a High School Senior Health Scholar, the senior student will also meet, interview and shadow professionals as part of their overall Senior Internship experience. The culmination of the Senior Internship is an oral presentation to classmates and healthcare professional hosts explaining their Senior Internship project, activities and/or shadow experiences.

The RWJ Health Professions Outreach Manager will attempt to place each Senior Intern in a healthcare setting of student interest to support each Student healthcare career aspirations, if possible. The Program Manager cannot guarantee that each Senior Intern will be assigned to a specific healthcare department or healthcare career area of interest requested by each individual student.

What You Need to Know. . .

HIPAA



Protecting Patient Privacy

- RWJBarnabas Health is mandated by the **Health Insurance Portability and Accountability Act (HIPAA)** to maintain the privacy of **Protected Health Information (PHI)**
- As a student participating in one of our high school programs, you may have access to confidential medical information

- Federal and state laws protect this confidential medical information
- It is **illegal** for you to use and/or disclose this confidential medical information outside the scope of your program

Guidelines for the use of this information:

- Do not record patient names, dates of birth, address, phone number, social security number, etc., on any written/electronic assignments
- You may only access the confidential information of patients as instructed by your RWJBarnabas Health host
- Be aware of your surroundings when discussing confidential information; **it is inappropriate to discuss patient**

information in public areas, such as elevators or the cafeteria

- **If you have questions about the use or disclosure of confidential health information, please contact you're your instructors or the program coordinator**

Acknowledgement:

I have read and I understand the information above. I understand that my obligations concerning the confidentiality to protected health information will continue after termination of the program. I realize that there are civil and criminal penalties for the unauthorized use and/or disclosure of confidential patient information. I will abide by the guidelines when completing my program.

Student Name (please print clearly)

Student Signature

Date

Parent/Legal Guardian Name (please print clearly)

Parent/Legal Guardian Signature

Date

Name of Affiliated School

This will be maintained on file