EXHIBIT A
STUDENT ACKNOWLEDGMENT AND CONSENT FORM

I, __________________________, a student at Rutgers School of Nursing (“School”), have read, understand and hereby agree to the following terms and conditions as a condition of my participation in the clinical training program ("Clinical Training Program") at Somerset Medical Center (“Hospital”):

1. I agree that I will complete on-line corporate compliance training and attend an orientation program at the Hospital prior to commencing my participation in the Clinical Training Program.

2. I agree that I will be responsible for purchasing the necessary and appropriate uniforms required by, but not provided by, Hospital.

3. I agree that I will provide or arrange for my own transportation to and from the Hospital.

4. I agree that I will make and pay for my own living arrangements.

5. I agree that I will report to the Hospital on time pursuant to a schedule provided by the Hospital.

6. I agree that I will conform to and comply with all pertinent standards, practices, rules, regulations, policies and procedures, Compliance Program and the Code of Conduct, established by the Hospital, as same may be established and/or amended from time to time by the Hospital.

7. I agree that I will conform to the standards and practices established by School while training in the Hospital, as long as such standards and practices do not conflict with any standards, practices, rules, regulations, policies or procedures of Hospital. In the event of a conflict between the standards and practices of School and the standards and practices of Hospital while training in the Hospital, I understand and acknowledge that the standards and practices of the Hospital will prevail.

8. I agree that in the event my clinical rotation begins during the flu season (i.e., between September and March for the purposes of this Agreement, as per CDC guidelines), I shall provide documentation of the flu vaccine or written vaccine declination. If the flu vaccine is not available at the time my clinical rotation begins, I shall obtain, at School or directly from Somerset Medical Center’s Employee Health Department, or my own expense, the flu vaccination as soon as it becomes available, or I will provide a written vaccine declination. I understand that if I fail or decline to obtain the vaccine and provide documentation of the flu vaccination, in the sole discretion of Hospital, I may be prohibited from receiving training in those clinical areas in which flu transmission poses a high risk to patients, including, without limitation, oncology, intensive care units, nurseries, organ transplant units, AIDS/HIV patients, or any other patient population that the Hospital determines to be at high risk.

9. I agree that I will obtain prior written approval from the Hospital and School before publishing or disseminating any material in any form relating to the Clinical Training Program, whether directly or indirectly.

10. In the event I am terminated from the Clinical Training Program, or when I leave for any reason, I agree that I will not make any disparaging or defamatory remarks or comments against Hospital, its employment or business practices, and/or its employees, officers, or Board members to anyone, including but not limited to regulatory bodies such as the Accreditation Council for Graduate Medical Education (“ACGME”), the Joint Commission on Accreditation on Health Care Organization (“Joint Commission”), or the Centers for Medicare and Medicaid Services (“CMS”). I further agree that I will return all Hospital-owned property, including, but not limited to, any identification badge provided to me.

11. I agree that I will maintain patient confidentiality as required by all federal, state and other applicable laws and regulations, including, but not limited to the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. § 2, the New Jersey AIDS Reporting and Confidentiality Law, N.J.S.A. 26:5C-5 et seq., the Health Insurance Portability and Accountability Act ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH") and all applicable regulations promulgated thereunder. I further understand and agree that the duty to maintain patient confidentiality (as identified and described in this Section 11) continues in perpetuity upon the termination and/or expiration of my participation in the Clinical Training Program, and that my violation of this agreement may result in civil action.
12. I agree that I will maintain such records as may be required by the Hospital to comply with federal and state law and regulations, and/or with request of third-party payors and regulatory authorities, including, but not limited to Medicare, Medicaid, the Comptroller General of the United States, the Department of Health and Human Services, and the New Jersey Department of Health and Senior Services. I acknowledge and agree that this responsibility to prepare and maintain such records and reports will survive termination of my participation in the Clinical Training Program and School’s Affiliation Agreement with the Hospital.

13. I acknowledge and agree that all patients' records, claims and correspondence belong to the Hospital and must be maintained and retained on the Hospital's premises.

14. I acknowledge and agree to maintain and retain all records and reports pertinent to my clinical experience that are not Hospital records, and to make such records available to the Hospital upon request.

15. I agree to fully cooperate with School in providing School with the medical information necessary to satisfy the Hospital that I am in good general health and free of all communicable disease, have passed a drug test, and am free from a health impairment which would pose a potential risk to a patient or which would materially impair my ability to perform the essential functions of my job or which could potentially create a risk to the health and safety of the Hospital, its patients, staff, visitors, affiliates, other students, or myself.

16. I agree to provide the Hospital with evidence of my vaccine status for designated communicable diseases and to be bound by any restrictions on clinical training that are provided by the Hospital’s policies and the Affiliation Agreement if I fail to provide adequate proof of vaccination or serological evidence of immunity from communicable diseases.

17. I agree to fully cooperate with School in providing School with the information necessary to provide the Hospital with a recent criminal background check that complies with Hospital policy.

18. I agree that, at no time, will I unlawfully discriminate against any Hospital employee, patient, visitor, or other student because of race, color, creed, religion, sex, national origin, age, disability, marital status, sexual preference or veteran status.

19. Regardless of whether specifically stated herein, I agree to abide and be bound by all of the obligations imposed upon me as a student under the Affiliation Agreement between Somerset Medical Center and School.

I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS SET FORTH ABOVE:

Signature: ________________________________

Print Name: ________________________________

Dated: ________________________________