

HUDSON COUNTY COMMUNITY COLLEGE
AND PDI HEALTH AFFILIATION RIDE ALONG PROGRAM AGREEMENT

This agreement (the "Agreement") is made this ____ of ____ 2024 between PDI Health (the "Organization"), with its Headquarters located at 2 Spencer St, Brooklyn, NY 11205 and Hudson County Community College, (the "School") for the provision of clinical experience for the School's Students ("Students") enrolled at School.

WHEREAS, School has established an approved professional training program ("Program") for the education of **Radiography** Students ("Students"), which Program is accredited by the **State of New Jersey and JRCERT**; and

WHEREAS, School desires to have its Students obtain clinical observation experience in patient care at Company; and

WHEREAS, Company operates mobile radiographic imaging equipment and travel to offices, healthcare facilities, and residences to provide radiological services; and

WHEREAS, Company has agreed to permit Students to travel with the Company in its provision of radiological services ("Ride Along Services"); and

WHEREAS, the parties desire to enter into this Agreement to establish their respective rights, responsibilities, and obligations in connection with the Ride Along Services.

NOW, THEREFORE, in consideration of the agreements herein contained, it is hereby mutually agreed between School and Company as follows:

1. TERM

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

2. SCHOOL RESPONSIBILITIES

- A. The School will assume the responsibility for planning, directing and implementing the educational Program of the Students, including clinical assignments and the general supervision and instruction of the educational portion of the Ride Along Services, (the "Educational Program").
- B. The School will respect the autonomy of the Company to set its rules and requirements in connection with its delivery of mobile radiological services to patients.
- C. The School will assign a Faculty member and will communicate the objectives of the clinical experience and the responsibilities of the Students directly to the appropriate Company liaison and/or clinical personnel.
- D. The School will work cooperatively with the Company staff in selecting and assigning clinical experiences to Students. Clinical experiences will not be assigned until agreed upon by both parties.
- E. During their participation in the Ride Along Services, School Faculty ("Faculty") and Students will observe the rules, regulations, policies and procedures in effect at the Company.

- F. The parties shall agree on a schedule for the Ride Along Services two (2) months in advance of the scheduled services. The School will provide the Company with the names, days and times for the Students' clinical rotation at least one week prior to the beginning of the clinical rotation. The participation of each Student shall be for one day per week per student.
- G. The School will provide an in-service training session at a mutually agreed upon day and time for Company staff to outline the clinical competency aspects of the Program.
- H. The Company will provide a one-day ride along in-service training session to outline the clinical competency aspects of the Ride Along Services Program—
- I. The School will work with the Company to assign Company staff ~~sonographers~~/radiographers as clinical instructors and provide necessary continuing education for Company staff on mutually agreed upon days and times.
- J. The Company agrees to pick-up and drop-off of assigned Students at 870 Bergen Avenue, Jersey City, NJ 07306. The parties shall agree on a pick-up and drop-off schedule.
- K. All Faculty and Students will be made aware that all patient information including patient medical records are to be kept strictly confidential.
- L. School assures that all Faculty and Students participating in any clinical activities with the Company 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 Company.
- M. The Company shall be responsible for all aspects of transportation, including the provision of applicable insurance to cover all vehicles. In no instance shall a Student be permitted to drive any of the vehicles. The Company shall be responsible for all vehicular accidents and related damages, and shall not look to the School's, Faculty's or Student's insurance to cover any portion thereof.
- N. Prior to beginning the clinical experience, Faculty and Students will 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.

3. COMPANY RESPONSIBILITIES: In addition to any other obligations noted above or herein,
 - A. Company will designate a liaison to coordinate with Faculty.
 - B. Company will remain ultimately responsible for patient care in connection with the Ride Along Services Program. Company shall ensure that Students do not provide any care to patients.
 - C. Company will cooperate with the School and its 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.
 - D. Company 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. Company shall, at all times remain responsible for patient care.
 - E. Company will provide the School and its Faculty with copies of the Company's policies and procedures and will advise the School and its Faculty of policy and/or service charges which may have an impact on Student education.
 - F. In case of accident or illness incurred by Students while they are engaged in a clinical experience at the Company, the School shall be notified immediately. The Company may provide for emergency care within its clinical capabilities or shall otherwise arrange for emergency care to be provided.
 - G. An orientation will be provided by Company for Faculty and Students prior to commencement of the clinical experience.
 - H. Company will observe the School's calendar with respect to school holidays, school closures, and vacation periods. Students shall not participate in the Ride Along Services Program on days when the School is closed. School shall endeavor to provide prompt notice of any unplanned School closure..
 - I. Company shall immediately advise School of any possible Student/Faculty exposure to contagious diseases that become known during or following the clinical experience.
 - J. Company will provide space for Student record maintenance, including JCERT required program documentation.
 - K. 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.
 - L. Company will provide information and/or reports needed or requested by the

School for compliance with accreditation.

- M. Company 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.
- N. Company will provide release time to Company staff radiographers designated as clinical instructors, as requested.
- O. Company shall provide adequate staffing at the Company so that Students are never used as Company staff replacements.

4. MUTUAL RESPONSIBILITIES

- A. 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 Company at least one week before the beginning of each semester.
- B. Either Party may withdraw any Students whose performance does not comply with School's standards, or fails to comply with the policies, standards, and procedures of Company. Prior to requesting withdrawal of a Student, a Company representative will meet with a Faculty member to see if performance issues can be addressed by corrective action other than withdrawal. However, Company shall maintain the right to withdraw Students.
- C. 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.
- D. Company retains the right to have a Student or Faculty excluded from Company. Company maintains the right to immediately remove a Student from Company if a Student's behavior is unsafe, disruptive, detrimental to patient care, or violate of existing rules and regulations of Company in such matters as procedures, policies, conduct, manner of dress, patient contact, and in such other respects as Company may require to prevent interference with its proper operation. Company 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 Company.
- E. The Company 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.
- F. 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 Company will make every effort to inform the School of such changes at least one week in advance of that time period.

5. INSURANCE

- A. 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.
- B. School shall provide Workmen's Compensation and disability Insurance coverage for all its employees and Students pursuant to the laws of the State of New Jersey.
- C. The Company 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 Company. Such professional liability insurance shall be either the type commonly known as "occurrence" or the type commonly known as "claims made plus tail." If it is "claims made plus tail," the tail shall be for a period of time acceptable to School. Company 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.
- D. Company shall provide immediate notice to School of any material change in any of the insurance coverages requested to be carried pursuant to this Agreement. Insurance coverage(s) provided under this Agreement shall not limit or restrict in any way liability arising under or in connection with this Agreement. The School agrees to indemnify and hold harmless the Company, 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 Company agrees to indemnify and hold harmless the School and its trustees, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defenses thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of the Company's employees or agents in connection with their duties at the Company. 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.

6. TERMINATION

- A. Either Party may terminate this Agreement by providing at least one hundred and eighty (180) days prior written notice to the other Party. This paragraph shall not apply if this Agreement is cancelled by mutual consent of the Parties. This termination shall not take effect with respect to Students already enrolled in the Program until such Students shall have completed their clinical experience.
- B. . This Agreement may be terminated immediately and without notice by either Party upon 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.
- C. Either Party shall have the right to terminate this Agreement for "cause." In general, "cause" is any material and substantial violation of this Agreement by either of the Parties. If either Party desires to terminate this Agreement for cause, such Party shall give written notice of default to the other Party of the specific grounds for termination. The Party receiving any such written notice shall have thirty (30) days to cure the default stated in said notice. If the Party receiving notice of termination fails to cure the default within thirty (30) days, the Party who gave the original notice shall, thereafter, have the right to terminate this Agreement immediately 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.
- D. Either Party also may terminate this Agreement by giving thirty (30) days prior written notice to the other Party in the event that the other Party becomes an "Ineligible Entity," and requires the immediate removal of any Student who has become an "Ineligible Person" where that term is defined as follows:

"An entity or person that:

is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in the Federal procurement or nonprocurement programs;
or

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."

- E. 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.

- F. Involuntary Termination. This Agreement shall be terminated immediately in the event that either Party loses its license, accreditation, or certification.

7. MISCELLANEOUS

- A. 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.

- B. Security and Privacy. The Parties acknowledge that Company 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 Company, the Parties agree that said Students and Faculty are deemed to be part of Company's workforce for HIPAA compliance purposes and subject to the Company'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.

- C. Confidentiality.

- A. Both School and Company shall at all times comply with standards of documentation and confidentiality mandated by state and federal regulatory agencies and accrediting agencies, as same may be modified and amended from time to time, including medical record policies and guidelines established and approved by Company, which shall be made available to Students.

- B. The Parties recognize that from time to time, either of them and/or their respective employees and agents, and Students, may learn or come into contact with confidential patient or proprietary information of the other Party (herein after, "Confidential Information"). Each Party agrees and acknowledges that it, Faculty and Students shall, except to the extent that disclosure of the information is required by law, not disclose the Confidential information and, further:

- i. Take all reasonable steps to hold Confidential Information in confidence
- ii. Instruct its employees and agents, and Students to exercise the highest degree of care to preserve from disclosure the Confidential Information, and not to copy or otherwise duplicate same for any Purpose, without the other Party's prior written permission;
- iii. Give at least five business days prior written notice to the other Party before making any disclosure of the Confidential Information purportedly required by law.

- C. Excluded from "Confidential Information" shall be any information or data which (i) the other Party was lawfully in possession of prior to the negotiation and execution

of this Agreement; (ii) is lawfully acquired by the other Party in a manner not resulting from, or from a source not derived from or related to, the negotiation, execution, or performance of this Agreement; or (iii) becomes part of the public domain in any manner other than the unlawful publication thereof by the other Party.

- D. Upon the termination of the Agreement for any reason (including, but not limited to, the expiration of the stated term thereof), each Party shall promptly return to the other Party or destroy, with confirmation to the other Party of satisfactory evidence of such destruction, all records, documents, and other materials containing information or data which shall be proprietary to the other Party, unless such destruction is impracticable.
- E. No Employment Relationship. It is not intended that an employer/employee, joint venture, or partnership agreement be established, hereby expressly or by implication, between Company and School.
- F. Neither Company 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 Company or School, nor shall it in any way alter the control of the management, operation, and affairs of either Company or School; it being the intent of this Agreement that Company and School shall maintain separate and independent management, and each has full, unrestricted authority and responsibility regarding its organization and structure.
- G. 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:

As to Company:
Preventive Diagnostics: PDI
12 Spencer Street
Brooklyn, NY 11205
Attention: Legal Department

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

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- H. 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.

- I. 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, which may be revoked at any time.
- J. No Fee. It is agreed and understood that Company and School as a public service enter into this Agreement. Accordingly, there will be not charge or fee by either party to the other.
- K. In the event any term or provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the state legislature, or by any regulation duly promulgated by offices of the United States of the State of New Jersey acting in accordance with law, or declared null and void by any court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect.
- L. 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.
- M. 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.
- N. 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.
- O. Amendments. Any additional responsibilities, obligations, or duties undertaken by either party in connection with the performance of this Agreement shall be detailed in writing, must be signed by authorized representatives of both Parties, and attached as an addendum to this Agreement.
- P. 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.
- Q. Recitals. The recitals set forth at the beginning of this Agreement are incorporated into this Agreement as though repeated at length herein.
- R. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey without regard to New Jersey's conflict of laws principles.

- S. Assignment. The Parties recognize that this Agreement is based upon the skill and expertise of the Parties and therefore agree that the Agreement and obligations thereunder may not be assigned or delegated without the written consent of the other party, which shall not be unreasonably withheld, except as expressly allowed by this Agreement.
- T. 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 Company and School.
- U. 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.
- V. 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.
- W. Venue. To the extent any litigation should be brought or arise out of, in connection with, or by reason of this Agreement, the parties agree that such controversy shall be submitted to a court of competent jurisdiction in Hudson County, New Jersey, and each party consents to the jurisdiction and venue of such court. This section shall survive termination or expiration of this Agreement.

Agreed to as of the date set forth above.

HUDSON COUNTY COMMUNITY COLLEGE

By: _____
Dr. Chris Reber, President

PDI Health

By: _____
CEO

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

This agreement (the "Agreement") is made this ____ of _____ between New Jersey Imaging Partners, Inc., (the "Imaging Center") **located at 600 Pavonia Avenue, Jersey City, New Jersey 07306** and Hudson County Community College, (the "School") for the provision of clinical experience for Students ("Students") enrolled at School.

A. TERM

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

B. SCHOOL RESPONSIBILITIES

1. The School will assume the responsibility for planning, directing and implementing the educational Program of the Students, including clinical assignments and the general supervision and instruction of the educational Program, (the "Program").
2. The School will respect the autonomy of the Imaging Center to set its own program as a service delivery system.
3. A Program Faculty member will be assigned by the School and will communicate the objectives of the clinical experience and the responsibilities of the Students directly to the appropriate Imaging Center liaison and/or clinical personnel.
4. The School will work cooperatively with the Imaging Center Staff in selecting and assigning clinical experiences to Students.
5. School Faculty ("Faculty") and Students will observe the rules, regulations, policies and procedures in effect at the Imaging Center.
6. The School will provide the Imaging Center with the names, days and times for the Students' clinical rotation at least one week prior to the beginning of the clinical rotation.
7. The School will provide an in-service training session at a mutually agreed upon day and time for Imaging Center staff to outline the clinical competency aspects of the Program.
8. The School will work with the Imaging Center to assign staff radiographers as clinical instructors and provide necessary continuing education for Imaging Center staff on mutually agreed upon days and times.
9. All Faculty and Students will be made aware that all patient information including patient medical records are to be kept strictly confidential.

10. School assures that all Faculty and Students participating in any clinical activities at Imaging Center will be covered by general liability insurance coverage in the amounts of one million dollars (\$1,000,000) per occurrence and three million (\$3,000,000) million dollars in the aggregate, as well as malpractice insurance as required in Section E. below, and that proof of such insurance will be carried by each Student and Faculty member, with copies of the applicable Certificates of insurance provided to Imaging Center.
11. Prior to beginning the clinical experience, Faculty and Students are required to meet the following health requirements:
 - a. P.P.D. Intermediate Skin Test (within the last year) except for those Students who have received BCG.
 - b. 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.
 - c. 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.
 - d. 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 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.

D. MUTUAL RESPONSIBILITIES

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

5. The Imaging Center and School will not discriminate against any employee, applicant, or Student enrolled in their respective programs because of age, handicap, color, national origin, race, religion, sex, sexual orientation, veteran status, marital status, any other characteristic protected by law. Both parties are equal opportunity employers.
6. Both parties shall inform one another of the following: changes in academic curriculum, changes in the availability of learning opportunities, and staff changes affecting either academic preparation or clinical teaching of Students. In the event that such changes will affect the number of Students accepted in any one time period, the Imaging Center will make every effort to inform the School of such changes at least one week in advance of that time period.

E. INSURANCE

1. School will require each Faculty member and Student to provide proof that the Faculty member and Student is covered by a policy of professional liability and malpractice insurance, with single limits of at least \$1,000,000 per occurrence and \$3,000,000 aggregate per year.
2. School shall provide Workmen's Compensation and disability Insurance coverage for all its employees and Students pursuant to the laws of the State of New Jersey.
3. The Imaging Center warrants that it will ensure that its employees and staff performing under this Agreement carry professional liability insurance, with single limits of at least \$1,000,000.00 per occurrence, \$3,000,000.00 in the annual aggregate, to protect itself and its participating employee and staff members, from the consequences of bodily injury arising out of negligence, malpractice, error, or mistake in the rendering or failure to render of any professional service by said employee or staff members, with respect to this educational clinical experience program in the Imaging Center. Such professional liability insurance shall be either the type commonly known as "occurrence" or the type commonly known as "claims made plus tail." If it is "claims made plus tail," the tail shall be for a period of time acceptable to School. Imaging Center shall obtain commercial general liability insurance with coverage not less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate for employees and staff participating in the program covering the entire educational period. The general liability coverage shall continuously remain in effect at all times that this Agreement is in effect. Proof of insurance to be provided upon execution of this Agreement and from time to time upon request of the School.

Imaging Center shall provide immediate notice to School of any material change in any of the insurance coverages requested to be carried pursuant to this Agreement. Insurance coverage(s) provided under this Agreement shall not limit or restrict in any way liability arising under or in connection with this Agreement. The School agrees to indemnify and hold harmless the Imaging Center, its affiliates, subsidiaries, and parent and their directors, trustees, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defense thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of the School's Students, faculty members, employees, servants, trustees, officers, directors, or agents. The Imaging Center agrees to indemnify and hold harmless the School and its trustees, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses incurred in the defenses thereof) relating to personal injury or property damage to the extent arising out of the negligent acts or omissions of the Imaging Center's employees or agents in connection with their duties at the Imaging Center. Each party agrees that it shall give the other party prompt notice of any claim, threatened or made, or suit instituted against it which could result in a claim for indemnification above; provided however, that delay in giving or failure to give such notice shall not be a waiver of the party's right to indemnification from the other, unless such delay or failure materially prejudices the indemnifying party in its defense of such claim.

F. TERMINATION

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

"An entity or person that:

- i. is currently excluded, debarred, suspended, or otherwise ineligible to participate in the Federal health care programs or in the Federal procurement or nonprocurement programs; or
- ii. Has been convicted of a criminal offense that falls within the ambit of 42 U.S.C. §1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible."

5. Termination for Lack of Legal Compliance. This Agreement is intended to comply with all Federal and state Laws, rules and regulations. Either Party may terminate this Agreement at any time upon thirty (30) days written notice to the other if any modification or interpretation of any Federal, state or local government law, regulation, or policy impairs in any substantial manner the continuing legal validity and/or effectiveness of any material provision of this Agreement, or places the tax-exempt status of either Party or any of its component parts at risk. Prior to the end of such notice period, the Parties shall use their best efforts to agree on a modification of this Agreement that, in the opinion of the Parties and their respective legal counsel, satisfactorily addresses and removes the impairment. This Agreement shall continue in full force and effect if, prior to the end of such notice period, the parties agree on such a modification of this Agreement; otherwise this Agreement shall terminate as set forth herein.
6. Involuntary Termination. This Agreement shall be terminated immediately in the event that either Party loses its license, accreditation, or certification.

G. MISCELLANEOUS

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

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

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

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

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

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

6. It is the intent and understanding of the Parties to this Agreement that each and every provision required by Law be inserted herein. Furthermore, it is hereby stipulated that every such provision is deemed to be inserted herein, and if through a mistake or otherwise, any such provision is not inserted or is not inserted in correct form then this Agreement shall forthwith upon the application by either Party be amended by such insertion so as to comply strictly with the law, without prejudice to the rights of either Party; provided however, that if the insertion of such provision is contrary to the underlying intent of the Parties, then either Party may terminate immediately on written notice to the other.
7. Advertising. No Party shall use the other's name or logo in any descriptive or promotional literature, newspaper, news release or communication of any kind without the other's prior written approval.
8. No Fee. It is agreed and understood that Imaging Center and School as a public service enter into this Agreement. Accordingly, there will be not charge or fee by either party to the other.
9. In the event any term or provision of this Agreement is rendered invalid or unenforceable by any valid act of Congress or the state legislature, or by any regulation duly promulgated by offices of the United States of the State of New Jersey acting in accordance with law, or declared null and void by any court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect.
10. Waiver. Failure by either Party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provisions nor of the right of that Party to enforce each and every provision.
11. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or

unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this contract are declared to be severable.

12. Entire Agreement. Both Parties agree that this Agreement represents the entire understanding of the Parties with respect to the subject matter covered and supersedes and nullifies any previous agreements regarding the subject matter covered between the Parties.
13. Amendments. Any additional responsibilities, obligations, or duties undertaken by either party in connection with the performance of this Agreement shall be detailed in writing, must be signed by authorized representatives of both Parties, and attached as an addendum to this Agreement.
14. Captions. The captions to the sections in this Agreement are included for convenience only and are not intended to and shall not be deemed to modify or explain any of the terms of this Agreement.
15. Recitals. The recitals set forth at the beginning of this Agreement are incorporated into this Agreement as though repeated at length herein.
16. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of New Jersey without regard to New Jersey's conflict of laws principles.
17. Assignment. The Parties recognize that this Agreement is based upon the skill and expertise of the Parties and therefore agree that the Agreement and obligations thereunder may not be assigned or delegated without the written consent of the other party, which shall not be unreasonably withheld, except as expressly allowed by this Agreement.
18. Authority. The persons signing below on behalf of the Parties warrant that they have the authority to execute this Agreement according to its terms on behalf of Imaging Center and School.
19. Successors. All of the agreements, obligations, terms, provisions and conditions herein shall apply to and bind to the benefit of the heirs, administrators, executors, legal representatives, trustees and successors of the Parties hereto.
20. Non-Exclusive. This Agreement is not exclusive. Each party shall have the right to enter into agreements with other facilities relating to matters covered by this Agreement.
21. Venue. To the extent any litigation should be brought or arise out of, in connection with, or by reason of this Agreement, the parties agree that such controversy shall be submitted exclusively to a court of competent jurisdiction in Hudson County, New Jersey, and each party consents to the jurisdiction and venue of such court. This section shall survive termination or expiration of this Agreement.
22. Imaging Center agrees to comply with the requirements of the Mandatory Equal Employment Opportunity language annexed hereto, as applicable.
23. Pursuant to N.J.A.C. 17:44-2.2, Imaging Center shall maintain all documentation related to products, transactions or services under this contract (no matter by whom provided) for a period of five years from the date of final payment. Such records shall be made available by Imaging Center to the New Jersey Office of the State Comptroller upon request.

Agreed to as of the date set forth above.

HUDSON COUNTY COMMUNITY COLLEGE
By: _____

NEW JERSEY IMAGING PARTNERS, INC.
By: _____
Peter Sulovski

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

EXHIBIT A (Cont)

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

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

Via Electronic Mail Only

Ara Karakashian, Ed.D.
Dean
Business, Culinary Arts, Hospitality Management
Hudson County Community College
70 Sip Ave
Jersey City, NJ 07306
akarakashian@hccc.edu

Dr. Karakashian:

The purpose of this letter is to set forth certain non-binding understandings between Cassandra Consultants, LLC (“Cassandra Consultants”), a New Jersey Limited Liability Company, and Hudson County Community College (“HCCC”) in furtherance of a joint venture to cross-promote cannabis impairment education within New Jersey (“Proposed Joint Venture”). Individually, Cassandra Consultants and HCCC shall each be termed a “Party,” and together, “Parties.”

The Proposed Joint Venture will leverage HCCC’s stellar reputation for innovative cannabis industry vocational training with cutting-edge proprietary curricula that Cassandra Consultants has created via our unrivalled Advisory Council of multi-disciplinary, private sector subject matter experts.

The following paragraphs (“Non-binding Provisions”) reflect the mutual understanding of the Parties regarding the basic terms and conditions of the Proposed Joint Venture as of the date hereof.

The Non-binding Provisions are intended as an expression of the Parties’ respective and collective intentions only and not to be legally binding on either Party. Except as expressly provided in any binding written agreement that the Parties may enter into in the future, no past or future action, course of conduct, dealings or failure to act relating to the Proposed Joint Venture, or relating to the negotiation of the terms of the Proposed Joint Venture or any agreement arising therefrom or relating thereto will create any obligation or liability on the part of either Party.

NON-BINDING PROVISIONS

1. HCCC, in tandem with Cassandra Consultants’ engagement as curriculum developers and/or lecturers, may develop a certificate program or workplace impairment class(es) within HCCC’s existing or expanded cannabis programs.

2. Cassandra Consultants may provide internships or job opportunities for current and/or future HCCC students and/or graduates to work within the impairment education industry. Cassandra Consultants may also assist HCCC students by linking them with Cassandra Consultants' clients for similar professional roles.
3. HCCC may provide education platforms to the HCCC community, private sector companies, and public entities including law enforcement agencies. For such purposes, Cassandra Consultants would be willing to provide no-cost licensing of its proprietary intellectual property.
4. HCCC may orchestrate a variety of activities including, but not limited to, on-campus training workshops, conferences, colloquia, and symposia to publicize its engagement and to enhance its academic reputation. Cassandra Consultants would be willing to attend such events and to support those engagements.
5. Cassandra Consultants would grant HCCC, in such redacted form as may be required to comply with federal, state, and/or local privacy laws, exclusive academic access to the workplace data which Cassandra Consultants collects. HCCC may use such data for scientific studies to validate field sobriety tests, to study current drug usage trends, and to assess new toxicology technology.
6. HCCC will be positioned to pursue numerous government grants over the next several years through utilization of the Cassandra Consultants workplace empirical data.
7. HCCC may partner with Cassandra Consultants' in-person training throughout New Jersey. Such collaboration can range from co-branding to in-person engagement.
8. HCCC may either host or co-host with Cassandra Consultants conventions and/or expositions at prominent venues throughout New Jersey whose targeted audience includes business leaders.
9. HCCC will achieve state-wide, regional, and potentially national recognition among the vanguard of public institutions of higher education to sponsor impairment policy standard conferred by a cannabis industry regulatory agency.
10. In anticipation of significant projected revenue, the Parties may structure an equitable financial arrangement to optimize mutual economic benefit. Independent of such revenue sharing, Cassandra Consultants would commit to promoting HCCC in presentations and the distribution of collateral materials.
11. Cassandra Consultants is willing to revisit, on an annual basis, the terms of a consummated joint venture.
12. Any termination clause will allow sufficient time for the Parties to rebrand successfully and continue their respective activities without interruption.

Cassandra Consultants greatly appreciates HCCC's consideration of, and hoped-for engagement with, the Proposed Joint Venture. We look forward to the opportunity to formalize our proposed collaboration at the earliest practical opportunity to achieve first-mover advantage in this competitive space.

Agreed to on March 18, 2024.

By:

Vivek Sahota

Vivek Sahota
Chief Executive Officer
O/B/O Cassandra Consultants, LLC

Ara Karakashian, Ed.D.
Dean
Business, Culinary Arts, Hospitality Management
O/B/O Hudson County Community College