

AFFILIATION AGREEMENT

THIS AGREEMENT is made and entered into this 19 day of NOVEMBER, 2013, by and between **NOTRE DAME OF MARYLAND UNIVERSITY**, (hereinafter the "University"), and **THE JOHNS HOPKINS HOSPITAL on behalf of its SCHOOL OF MEDICAL IMAGING** (hereinafter the "Program"), a tax exempt Maryland corporation.

WHEREAS, the University has a curriculum in medical imaging, and

WHEREAS, clinical experience is a required and integral component of the medical imaging curriculum, hereinafter referred to as the "internship", and

WHEREAS, the University desires the cooperation of the Program in the development and implementation of the clinical experience phase of its medical imaging curriculum, and

WHEREAS, the University recognizes the above-noted Program as an institution qualified to aid in the development and implementation of clinical experience for medical imaging students, and

WHEREAS, the Program recognizes its professional responsibility to participate in the education of medical imaging students, and

WHEREAS, the Program wishes to join the University in development and implementation of clinical experience for medical imaging students.

NOW, THEREFORE, in consideration of the mutual agreement set forth herein, the University and the Program will cooperate as hereinafter described.

THE UNIVERSITY

1. The University will provide the educational prerequisites for admission to the accredited medical imaging Program as established by the respective Joint Review Committees in Radiography, Nuclear Medicine Technology and Diagnostic Medical Sonography.
2. The University will award a baccalaureate degree to students who meet the requirements of the University and the Program and successfully complete the prescribed one or more courses of study in the Medical Imaging Programs.

3. The criteria for admission to the University Program in Medical Imaging will be determined by the University.
4. The University will designate a Program Advisor and communicate the appointment of that individual to the Program. The University will provide counseling to aspirants in Medical Imaging.
5. The University will grant courtesy faculty appointments to the Medical Advisor and Program Director of the Program and list same in the University catalog in compliance with the Joint Review Committees (JRCs) for Accreditation requirements.
6. The University will determine its policy regarding the payment of tuition and other fees for the clinical internship by the student and will attach that policy to the Appendix of this document. The Program will be notified of any revisions in this policy.
7. There shall be at least one annual meeting for curriculum review and Program development and evaluation between the representatives of the University and the Program. There shall be periodic meetings of the Program Coordinator or his/her designee for the University and the Program Director for the Program.
8. The University will list the name and address of the Program in the University catalog and other appropriate brochures and materials.
9. The University will assume the responsibility for curriculum development to assure students are prepared for admission to the Program.
10. The University will assist in the distribution of brochures, catalogs, applications and other materials to student aspirants in Medical Imaging.
11. The University will be responsible for advising Students of their responsibilities under this Agreement. All Students shall be advised of their obligations to abide by the policies and procedures of both the Program and the University and should any Student fail to abide by any policy and/or procedure, they may be expelled from the program.

THE PROGRAM

1. The Program will provide curricula in medical imaging which meets the requirements of the respective JRCs for Accreditation.
2. The Program will provide the physical facilities and equipment necessary to conduct the clinical laboratory science internship.
3. Criteria for admission to the Program are outlined in the current edition of the JRC Standards and in the Program's Criteria for Admission. Admission decisions are made by the Program's Admissions Committee. Admissions criteria include: the student's cumulative grade point average, performance on the prerequisite math and science courses, the recommendations of instructors, and a personal interview.
4. The Advisor of the Medical Imaging Program at the University will be given a courtesy appointment to the Program's faculty and the Program will list the individual in the Program's catalog.
5. The Program may accept students from the University provided that the student has met or intends to meet the admissions requirements and are considered qualified for admission by the Program's Admissions Committee. Students from other affiliated institutions may also be accepted by the Program.
6. The Program will provide the University with student grades within 3 weeks of completion of the Program's clinical internship.
7. The Program will establish annually a schedule of tuition and other fees and communicate this information to the University.
8. The Program agrees to furnish medical care, at the standard charge, for minor illnesses or first aid for students until said student can be transferred to another facility for continued care. The Program assumes no financial responsibility for the care or treatment of students under the terms of this Agreement.
9. Accepted applicants must successfully complete the Program's screening and training requirements, including: (i) health screen, immunizations, annual flu shot and drug screen; (ii) criminal background check; (iii) general orientation training; and

- (iv) HIPAA training. Program reserves the right to cancel the admission of any student who fails to meet applicable requirements. Accepted students must also pay Program's applicable tuition and fees.
10. The Program Director will meet with the University medical imaging advisor at least annually to review curriculum and evaluate the Program. The Program will plan and implement an annual meeting of all academic affiliates for the purpose of curriculum review, compliance with the JRC Standards, exchange of ideas, and other matters as appropriate.
 11. The Program agrees to advise the University of any changes in its personnel, operation, or policies which may affect clinical experience.
 12. The Program agrees to award a certificate upon satisfactory completion of the clinical internship.
 13. The Program will be responsible for providing counseling to the students during the clinical internship. Academic counseling is provided by the Program Director. Other counseling is provided by pastoral services or the JHH Program.
 14. The Program assumes primary responsibility during the clinical internship for curriculum planning and selection of course content; for coordination of classroom activities and supervised clinical education; for appointment of faculty to the Program; for receipt and processing applicants for admissions; and for granting the certificate documenting successful completion of the Program.
 15. The Program shall protect the confidentiality of Student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and shall release no information, absent written consent, of the Student unless required to do so by law or as dictated by the terms of this Agreement.

MUTUAL PROVISIONS

1. The grading policy will be such that while the student is at the University the grading procedure will be that of the University; while the student is at the Program, the grading procedure will be that of the Program.
2. The Program and the University agree to continue their respective policies of nondiscrimination based on Title VI of the Civil Rights Act of 1964 in regard to sex, age, race, color, creed, national origin, Title IX of the Education Amendments of

1972 and other applicable laws, as well as the provisions of the Americans with Disabilities Act.

3. If any of the stipulations as set forth by this agreement are not met by either of the institutions involved, or should the level of competence of either institution fall below established standards, this Agreement will terminate upon written communication to that effect; provided, however, that those students already accepted by or enrolled in the Program shall be allowed to complete the Program.
4. This Agreement can be terminated upon sixty (60) days' notice prior to the date of desired termination by either the University or the Program; provided, however, that those students already accepted by or enrolled in the Program shall be allowed to complete the Program. It is understood that if the Program of either the University or the Program is terminated, this Agreement shall terminate.
5. This Agreement shall be reviewed periodically by the signatories listed below. It is the responsibility of both the Program Director of the Program and the University to review this document for necessary changes and to notify the other signatories accordingly.
6. Each party shall maintain for itself and its students, professional and general liability coverage in minimum amounts of \$1,000,000 per occurrence/\$3,000,000 aggregate.
7. The relationship between the parties to this Agreement to each other is that of independent contractors. The relationship of the parties to this contract to each other shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

Neither the Program nor the University assumes any liabilities to each other. As to liability to each other or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this Agreement.

8. This Agreement may not be assigned, modified or altered in whole or in part, without the prior written consent of both parties.
9. This Agreement constitutes the entire understanding between the parties hereto, shall be governed by and construed in accordance with the laws of the State of Maryland (excepting any conflict of laws provisions which would serve to defeat application of Maryland substantive law), and shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

10. Notices. All notices required to be given hereunder shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the University:

Note Dame of Maryland University
115 Gibbons Hall
4701 N. Charles Street
Baltimore, MD 21021
Attention: Dr. Kathryn Doherty
Assoc. VP for Academic Affairs

If to JHH:

The Johns Hopkins Hospital
School of Medical Imaging
Radiology Administration
Blalock Suite B-179
600 North Wolfe Street
Baltimore, MD 21287-4010
Attention: Alison Ramos
Director-Schools of Medical Imaging

With a copy to:

The Johns Hopkins Health System Corporation
Attention: Paula Grant, Attorney
5801 Smith Avenue
McAuley Hall, Suite 310
Baltimore, MD 21209
Fax: 410-735-6022

11. Amendment. No amendment or modification of this Agreement shall be effective unless in writing and executed by authorized representatives of the parties hereto.

IN WITNESS WHEREOF, The Johns Hopkins Hospital and Bloomsburg University have caused this Agreement to be executed and delivered on the date first written above by their duly authorized representatives.

WITNESS:

THE JOHNS HOPKINS HOSPITAL

By: _____
Name: Bonnie S. Windsor
Title: Vice President-Human Resources-JHH
Date: _____

This Agreement has been reviewed by The Johns Hopkins Health System Corporation Legal Department.

Legal Department

WITNESS:

**NOTRE DAME OF MARYLAND
UNIVERSITY**

By: Christine DeVine
Name: Sister Christine DeVine
Title: Vice President for Academic
Affairs
Date: 19 NOV 13