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AFFILIATION AGREEMENT

Between

MEMORIAL MEDICAL CENTER

And

SAINT FRANCIS UNIVERSITY

THIS AGREEMENT is made this 11th day of September 2019 by and between

SAINT FRANCIS UNIVERSITY (hereinafter referred to as "University"), a private institution with its principle office located at: 117 Evergreen Drive, Loretto, Pa 15940, and DLP CONEMAUGH MEMORIAL MEDICAL CENTER LLC D/B/A CONEMAUGH SCHOOL OF MEDICAL TECHNOLOGY (hereinafter "Site").

BACKGROUND

WHEREAS, Site is equipped with the facilities and professional staff necessary to provide an educational experience to the University's students in the baccalaureate program in Clinical Laboratory Science; and

WHEREAS, University is an educational institution that provides a degree in the area of clinical laboratory science; and

WHEREAS, the University is desirous of providing an educational experience to its students limited to participation through supervision in a clinic setting; and

WHEREAS, the Site is desirous of establishing a relationship with the University whereby its students may receive clinical experience in their area of matriculation subject to the provisions of this Agreement.

NOW THEREFORE, intending to be legally bound, the parties hereto agree as follows:

I. DUTIES AND RESPONSIBILITIES OF THE UNIVERSITY

- a. *Education of Students.* The University shall provide the educational prerequisites for admission to accredited medical technology clinical laboratory programs as established by the National Accrediting Agency for Clinical Laboratory Science.
- b. *Evaluation of Students.* The University will accept for transfer a minimum of 32 semester hours credit for successful completion of the clinical program, subject to the transfer course policy of the University. Grades earned during the clinical year will appear on the Hospital transcript. The course credits will be recorded on the official University transcript, no grades will appear on the University transcript, nor will the grades be included in the computation of the student's cumulative grade point average.
- c. *Policies of Site.* The University will inform each student, prior to the clinical assignment, any and all applicable policies, codes, or confidentiality issues related to the clinic experience. The Site will provide the University all the applicable information in advance of the clinical rotation.

- d. *Advising Students of Rights and Responsibilities.* 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 the Site, and should any student fail to abide by any policy and/or procedure, they may be expelled from the program.
- e. *Health Status.* The University will require its students who are participating in the clinical experience to comply with the health status requirements of the Site, including but not limited to, physical examinations, vaccinations and health screening requirements for measles and two-step tuberculosis. Proof of compliance must be presented prior to admission into the program. The student must also complete a minimum five panel urine drug screen program from a federally approved site as a condition of placement at the Site. Any individual with a positive test will not be assigned to the Site. If additional examinations or medical steps are required because of the nature of the clinic involved, the student will be in compliance as a condition for participation.
- f. *Criminal Background Clearance.* The University will require its students who are participating in the clinical experience to comply with a cogent Federal Criminal History Record Check which includes a Child Abuse Clearance Check. Proof of compliance must be presented prior to admission into the program. Any individual convicted of one of the prohibitive offenses will not be assigned to the Site. The Site will provide a list of prohibitive offenses.
- g. *Professional Liability Insurance:* Students are covered by the hospital for malpractice insurance to the extent of \$200,000 per occurrence, to \$1,000,000 annually.
- h. *Tuition Payment.* Students shall be responsible for paying tuition directly to the Site, according to the tuition payment schedule established by Site. The Site shall inform students of the tuition fee prior to enrollment in the clinical laboratory science program.

II. DUTIES AND RESPONSIBILITIES OF THE SITE

- a. *Selection of Students.* To be eligible for the Site, students shall have completed all courses pre-requisite to the clinical year as required by the University degree program in Clinical Laboratory Science and meet grade point requirements of the Site.
- b. *Patient Care/Administration.* The Site will have sole authority and control over all aspects of patient services. The Site will be responsible for and retain control over the organization, operation and financing of its services.
- c. *Removal of Noncompliant Student.* The Site shall have the authority to immediately remove a student who fails to comply with Site policies and procedures. If such a removal occurs, the Site should immediately contact the responsible University Faculty Advisor.
- d. *Emergency Medical Care of Students.* The Site may provide to the students, to the extent possible, first aid for any injuries or illness that may occur during a clinical experience. However, the student is responsible for any financial cost for healthcare. The student must possess health insurance.
- e. *Designation of Representative.* The Site shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the University in order to discuss, plan and evaluate the clinical experiences of the students.
- f. *Supervision of Students.* The Site shall provide clinical site supervisors who will monitor student activities during clinical visits.

- g. *Reporting of Student Progress.* The Site shall provide all reasonable information requested by the University on a student's work performance. If there are any student evaluations, they will be completed and returned according to any reasonable schedule provided by the University.
- h. *Changes in Status.* The Site will, as soon as practical, advise the University of any changes in the program's accreditation status or ownership of the program.
- i. *Rules and Policies.* The Site will provide the University, at least two (2) weeks in advance of the first clinical rotation, all relevant rules, regulations and policies of the Site. The Site, when necessary, shall have the responsibility of updating this information as necessary.
- j. *Student Records.* The Site 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.
- k. *Confidentiality and Safety Training.* The Site shall provide specific training regarding patient rights to privacy and confidentiality as described in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as well as instruction on safe work practices in the clinical laboratory.

III. MUTUAL TERMS AND CONDITIONS

- a. *Term of Agreement.* The term of this Agreement shall be ten (10) years from the date of execution. This Agreement may not exceed a period of ten (10) years.
- b. *Termination of Agreement.* The University or the Site may terminate this Agreement for any reason with ninety (90) days' notice. Either party may terminate this Agreement in the event of a substantial breach. However, should the Site terminate this Agreement prior to the completion of an academic semester, all students enrolled at that time may continue their educational experience until it would have been concluded absent the termination.
- c. *Nondiscrimination.* The parties 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.
- d. *Interpretation of the Agreement.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.
- e. *Modification of Agreement.* This Agreement shall only be modified in writing with the same formality as the original Agreement.
- f. *Relationship of Parties.* 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.
- g. *Liability.* Neither of the parties shall assume 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 contract. This provision shall not be construed to limit the Commonwealth's rights, claims or defenses which arise as a matter of law pursuant to any provisions of this contract. This provision shall not be construed to limit the sovereign immunity of the Commonwealth or of the State System of Higher Education or the University.

- h. *Courtesy appointment.* The Program Director of the HOSPITAL Program shall have a courtesy faculty appointment at the UNIVERSITY.
- i. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understandings or promises exist in regard to this relationship.
- j. Gramm-Leach-Bliley Act ("GLB"). University and Hospital mutually agree to comply with the requirements of the Gramm-Leach-Bliley Act (GLB) dealing with the confidentiality of customer information and Safeguards Rule. If any conflict exists between any terms for this agreement and this Act, the terms of the Act shall govern.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

Saint Francis University
Center



Karen Powell, Ph.D.
Interim Vice President for Academic Affairs

Memorial Medical



William E. Caldwell
Chief Executive Officer

8-26-19

Date

Date 9/11/19



Justin Merry, Ph.D.
Medical Technology Coordinator

8-26-19

Date