

**UPMC WILLIAMSPORT
THE WILLIAMSPORT HOSPITAL PROGRAM IN CLINICAL LABORATORY SCIENCE
ACADEMIC AFFILIATION AGREEMENT**

This Agreement is made by and between UPMC Williamsport ("UPMCW") on behalf of its affiliate, The Williamsport Hospital and The Williamsport Hospital Program in Clinical Laboratory Science (the "PROGRAM") and Saint Francis University (hereinafter referred to as the "EDUCATIONAL INSTITUTION").

WHEREAS, UPMCW is a nonprofit corporation chartered under the laws of the Commonwealth of Pennsylvania, located at 700 High Street, Williamsport, PA 17701 which owns and operates the PROGRAM; and

WHEREAS, PROGRAM is accredited by the National Accrediting Agency for Clinical Laboratory Sciences ("NAACLS"), and provides a supervised course of study in Clinical Laboratory Science UPMCW; and

WHEREAS the PROGRAM and the EDUCATIONAL INSTITUTION are mutually desirous of cooperating in the manner hereinafter described so that students enrolled in the EDUCATIONAL INSTITUTION'S Clinical Laboratory Science/Medical Technology curriculums may be provided with the opportunity and privilege of the use of the clinical facilities and resources of UPMCW and the PROGRAM to participate in a supervised one (1) year course of study in Clinical Laboratory Science for credit from the EDUCATIONAL INSTITUTION.

NOW, THEREFORE, in consideration of the mutual obligations, terms and conditions set forth herein, the parties agree as follows:

I. Rights and Responsibilities of EDUCATIONAL INSTITUTION:

1. EDUCATIONAL INSTITUTION agrees that the criteria for admission to EDUCATIONAL INSTITUTION'S Clinical Laboratory Science/Medical Technology major are the same as for admission to EDUCATIONAL INSTITUTION in general, with specific counseling given to medical technology aspirants in terms of their abilities and interest in biology, chemistry, mathematics, and laboratory science. EDUCATIONAL INSTITUTION further agrees that for a student to be eligible for admission to the PROGRAM, they shall have completed all courses pre-requisite to the clinical year as required by EDUCATIONAL INSTITUTION degree program in Clinical Laboratory Science/Medical Technology and meet the then current grade point requirements and other criteria established by the PROGRAM for a student's admission.
2. EDUCATIONAL INSTITUTION agrees to grant 32 credits and a Bachelor of Science in Medical Laboratory Science to the student upon successful completion of the requirements of the prescribed course of study for the program in Clinical Laboratory Science/ Medical Technology at EDUCATIONAL INSTITUTION which includes the prescribed course of study for the clinical year at THE PROGRAM.
3. EDUCATIONAL INSTITUTION agrees to appoint an individual to serve as the Clinical

Laboratory Science Liaison to the Medical Director and Program Director of the PROGRAM.

4. Representatives of EDUCATIONAL INSTITUTION are shall have the right to visit the PROGRAM and may make arrangements to meet with students from EDUCATIONAL INSTITUTION during such visit. EDUCATIONAL INSTITUTION agrees to allow PROGRAM representatives to visit EDUCATIONAL INSTITUTION for purposes of student recruitment to the PROGRAM and education related to Clinical Laboratory Science.
5. EDUCATIONAL INSTITUTION shall grant adjunct faculty appointments to the PROGRAM'S Director and Medical Director.

II. Rights and Responsibilities of the Student:

1. The student shall be responsible to pay any required fees to EDUCATIONAL INSTITUTION. Additionally, the student shall pay tuition and any required fees of the PROGRAM to the PROGRAM. The student shall also be responsible for all expenses which may include, but not be limited to, textbooks, apparel, classroom supplies and living expenses. Students of the PROGRAM may also have opportunities to travel to educational seminars that may require additional fees to be paid by the student.
2. The student must carry professional liability insurance while participating in the PROGRAM, at the student's own expense (unless such coverage is provided by EDUCATIONAL INSTITUTION) with minimum limits of liability acceptable to UPMCW. (\$300,000/claim minimum). This policy must remain in effect for the duration of the clinical year, and proof of coverage must be provided to the PROGRAM.
3. The student must comply with all policies and procedures of the PROGRAM, including, but not limited to, personal safety policies.
4. For purposes of compliance with Pennsylvania Department of Health, Joint Commission, and UPMCW requirements, all students, prior to commencing their course of study with the PROGRAM, are required to:
 - a. Meet the physical examination requirements listed in:
https://www.susquehannahealth.org/sites/default/files/inline-files/Student%20Internship%20Checklist_0.pdf;
 - b. Undergo a criminal background check and provide the results to UPMCW in accordance with the following schedule:
 - i. Criminal Background Report, as obtained from the Pennsylvania State Police, for photocopying by UPMCW. The Criminal Background Report must be not more than one (1) year old upon the beginning date of the student's course of study with PROGRAM.
 - ii. Students who have not been residents of Pennsylvania for more than two years, must also obtain an FBI Clearance.
 - iii. Students who will have a significant likelihood of regular contact with children while at UPMCW must have a Child Abuse Clearance from the Pennsylvania Department of Public Welfare.

5. Any services required under 4a above provided by the UPMCW WorkCenter to PROGRAM students shall be at the expense of the student. Emergency health care is also available at UPMCW at the student's expense.

III. Rights and Responsibilities of UPMCW and the PROGRAM:

1. The PROGRAM agrees to maintain its accreditation with NAACLS throughout the term of this Agreement.
2. The PROGRAM will provide the didactic and clinical requirements for completion of the clinical year as established by NAACLS through its published standards. The PROGRAM agrees that the activities assign to students while in the clinical setting shall be educational.
3. The PROGRAM shall publish on line, and periodically update, a web page at <http://www.susquehannahealth.org/cls> that contains a detailed description of the PROGRAM.
4. The Program web page shall include the criteria for admission to the PROGRAM.
5. The PROGRAM shall have exclusive responsibility for appointing PROGRAM faculty and staff.
6. The PROGRAM shall be responsible for supporting curriculum planning and course selection by PROGRAM staff and faculty.
7. The PROGRAM agrees to make all PROGRAM applicants and students aware of the rights and responsibilities of the student as established in this Agreement and the PROGRAM web page.
8. UPMCW agrees to maintain professional liability insurance in accordance with the statutorily required limits of liability of the Commonwealth of Pennsylvania, including participation in the MCARE Fund (formerly, Medical Liability Catastrophe Loss Fund).
9. The PROGRAM agrees to develop, maintain and enforce policies and procedures to address personal safety measures for PROGRAM students and faculty.
10. The PROGRAM shall be responsible for the supervision of the student during the clinical year. This includes assigning grades and reporting grades to EDUCATIONAL INSTITUTION at the completion of the clinical year.
11. Pass-fail decisions rest with the PROGRAM faculty and Program Director, and all decisions made by them will be considered final. The PROGRAM, in its sole discretion, may dismiss any student who does not conform to the standards and regulations for students of the PROGRAM. If this action becomes necessary, the Clinical Laboratory Science Liaison at EDUCATIONAL INSTITUTION will be notified before the action is completed. It is recognized that although the PROGRAM has the final decision in these matters, the EDUCATIONAL INSTITUTION has a strong and valid interest in the student, and every effort will be made to work together. All such dismissals shall comply with PROGRAM policies and procedures.

12. The PROGRAM shall award the student a certificate upon satisfactory completion of the one-year program.
13. The PROGRAM agrees to permanently maintain student transcripts.
14. The PROGRAM: (i) has not had their eligibility or certification to participate in the Federal Student Aid (FSA) programs terminated or revoked by United States Department of Education (“USDE”); (ii) has not had their application for certificate or recertification to participate in the FSA programs denied by USDE; and (iii) has not voluntarily withdrawn from participation in FSA programs under a “termination to show-cause, suspension or similar type of proceeding”.

IV. Shared Responsibilities and General Provisions

1. EDUCATIONAL INSTITUTION will pay no fees to the PROGRAM and the PROGRAM will pay no fees to the EDUCATIONAL INSTITUTION.
2. The Clinical Laboratory Science Liaison from EDUCATIONAL INSTITUTION and the Director and Medical Director of the PROGRAM, or their designees, shall meet on a regular basis to review PROGRAM curriculum and policies, and discuss changes that are relevant to either party. These meetings assure cooperation between the EDUCATIONAL INSTITUTION and the PROGRAM for the ultimate benefit of the student.
3. Any notices required under this Agreement and all communication and coordination regarding student participation in the PROGRAM shall be directed as follows:

To the EDUCATIONAL INSTITUTION in care of:

Vice President for Academic Affairs
Saint Francis University
117 Evergreen Dr.
Loretto, PA 15940-0600

To UPMCW or the PROGRAM;

Director
Williamsport Hospital Program in Clinical Laboratory Science
c/o Laboratory – The Williamsport Hospital
UPMC Williamsport
700 High Street
Williamsport, PA 17701
(570) 321-2367

4. This Agreement shall become effective upon the last date of execution by the parties as set forth below and shall continue for a period of five (5) years thereafter, unless terminated according to

the relevant provision contained herein.

5. This Agreement may be terminated at will by either party by service of written notification at least sixty (60) days prior to the effective date of termination. Students participating in an ongoing one (1) year course of study in Clinical Laboratory Science at PROGRAM shall be permitted to complete said course of study during which the effective date of termination occurs. All applicable provisions of this Agreement shall remain in force during the extension period.
6. This Agreement shall be amended, modified or revised only upon written agreement of the parties hereto.
7. Both parties agree to continue their respective policies of nondiscrimination in the provision of the services called for under this Agreement and agree not to discriminate in the provision of such services to students because of race, color, national origin, ancestry, religion, sex, marital status, sexual orientation, physical or mental handicap, or age or any other legally protected class.
8. The Parties agree to comply with all federal, state and local laws, and NAACLS, Joint Commission or other accreditation standards that may be applicable to the Agreement and the services provided for hereunder.
9. This Agreement is made, and shall be construed and interpreted in accordance with, the Laws of the Commonwealth of Pennsylvania.
10. Neither of the parties shall assume any liabilities of the other party. As to liability for damage, injuries or death to persons, or damages to property, the parties do not waive any defense as a result of entering into this Agreement.
11. The parties to this Agreement are independent contractors. The relationship of the parties to this Agreement shall not be construed to create a partnership, joint venture or any other relationship, other than that of independent contractors.
12. This Agreement represents the entire Agreement between the parties and supersedes all prior written or verbal understandings.

AND NOW, intending to be legally bound by the provisions set forth herein, the parties set their hand and seal as follows:

PROGRAM:

Charles W. Wray
Program Director

Kim J. Farrell
Attest

7/7/20
Date

EDUCATIONAL INSTITUTION:

Kuron H. Powell
Vice President for Academic Affairs

Melita M. O'Donnell
Witness

7-1-2020
Date