

CLINICAL EDUCATION AFFILIATION AGREEMENT MEDICAL LABORATORY SCIENCE

This Clinical Education Affiliation Agreement ("Agreement") is made and entered into the later of __May 31__, 2020 or the date of last signature ("Effective Date") by and between __Saint Francis University_ (hereinafter referred to as "School") and **STC OpCo, LLC, doing business as St. Christopher's Hospital for Children ("SCHC")**.

BACKGROUND

WHEREAS, SCHC operates the Medical Laboratory Science Program (the "Program"), a program accredited by the National Accrediting Agency for Clinical Laboratory Sciences that provides a ten and one half (10.5) month didactic and clinical program ("Training") and is equipped with the facilities and professional staff necessary to provide an educational experience to the School's students in the baccalaureate degree program in the area of Medical Technology/Medical Laboratory Science ("Students"); and

WHEREAS, School is an educational institution that provides a baccalaureate degree in the area of Medical Laboratory Science (the "Undergraduate Program"); and

WHEREAS, School desires to supplement the didactic and clinical training of its Students in the Undergraduate Program with limited participation under supervision in a clinical setting; and

WHEREAS, SCHC desires to establish a relationship with School whereby its Students may receive Training 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 SCHOOL

- a. Education of Students.* School shall provide the educational prerequisites for admission to SCHC's Program.
- b. Evaluation of Students.* School will grant thirty-two (32) hours of credit for successful completion of the Training in the Program. Grades given by SCHC will not be used in the calculation of the student's quality point average at the School. The courses will be recorded as transfer credits on the Student's official School academic record. SCHC shall cooperate in any grade appeal involving any grade other than a pass/fail grade.
- c. Granting of Degree.* School will grant the baccalaureate degree, Bachelor of Science, with a major in Medical Laboratory Science, to Students who successfully complete School and Program requirements. The granting of the degree will not be contingent upon passing any other type of certification or licensure examination.

II. DUTIES AND RESPONSIBILITIES OF SCHC/THE PROGRAM

a. Selection of Students.

1. To be eligible for the Program, Students shall have completed at least three (3) years of the Undergraduate Program, have completed a minimum of ninety (90) semester hours, and have a grade point average of greater than or equal to 2.5 overall and of greater than or equal to 2.5 in the science courses taken.
2. SCHC may accept students from other institutions and post-baccalaureate individuals into the Program but will consider all Students from the School who meet the qualifications of the Program.
3. If accepted into the Program, prior to the start date of the Program, a Student must have completed all prerequisite courses for the Program and all requirements for the baccalaureate degree, except for the credit that will be granted for successful completion of the Program.
4. SCHC reserves the right to limit the number of Students participating in the Program and to deny participation to any Student on the basis that such Student does not satisfy the requirements of SCHC or if Program enrollment limits have been met.
5. SCHC shall verify whether each Student assigned to participate in the Program is currently included on the Office of Inspector General's List of Excluded Individuals and Entities ("LEIE") as a "sanctioned individual" as defined in Section 1128(b)(8) of the Social Security Act (42 U.S.C. Section 1320a-7(b)(8)), regarding individuals and entities excluded from participation in federal health care programs, or penalized for, Medicare or Medicaid fraud or abuse, Students who are listed on the LEIE are not eligible to participate in the Program.

b. Educational Content. The Program will provide a curriculum that meets or exceeds the standards set by the National Accrediting Agency for Clinical Laboratory Sciences.

c. Policies of SCHC. SCHC will review with each Student during the orientation period, prior to any commencement of the Program and any Training, any and all applicable policies, procedures, codes, and confidentiality issues related to the clinical experience in the Program, including but not limited to SCHC's compliance program and SCHC's policies and procedures under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH") and their implementing regulations set forth at 45 C.F.R. Parts 160, 162, and 164, as in effect from time to time (collectively, the "HIPAA Rules") and the Occupational Safety and Health Act of 1970 and its implementing regulations set forth at 29 C.F.R. Part 1910 from time to time (collectively, the "OSHA Rules").

d. Advising Students of Rights and Responsibilities. SCHC will be responsible for advising Students of their responsibilities under this Agreement. All Students shall be advised of their

obligations to abide by SCHC's rules, regulations, policies, procedures, Joint Commission requirements, and laws and regulations regarding patient confidentiality. Should any Student fail to abide by any rule, regulation, policy, procedure, Joint Commission requirement, or law or regulation regarding patient confidentiality the Student may be expelled from the Program, in accordance with Subsection i, below. SCHC retains the right to take immediate action where necessary to maintain operation of its facilities free from interruption and/or in the safety and best interests of SCHC's patients and employees.

- e. *Health and Safety.* Students shall be required to obtain prior to starting the Training, a current Criminal Background Check and a Child Abuse History Clearance, as well as the results of a complete physical examination, including documentation of up-to-date immunization status, including the following : (i) proof of immunity against measles, mumps, and rubella (defined as a series of two MMR vaccines OR positive titers to all three diseases); (ii) proof of immunity against Varicella, defined as a series of two Varicella vaccines with complete dates or a positive antibody test documenting immunity to Varicella; (iii) Quantiferon Blood (IGRA laboratory test) within 3 months of start of clinical rotation or work at SCHC. If the test (IGRA) is positive, a negative chest X-ray report within the previous three (3) months is required. Positive chest x-ray need clearance through employee health services; (iv) Tetanus, diphtheria and acellular pertussis (whooping cough), one lifetime dose of Tdap vaccine (Td or dTaP vaccines are not acceptable); (v) proof of immunity against Hepatitis B, (defined as a series of three Hepatitis B vaccines and positive anti-HBs antibody testing results post vaccine administration) OR a signed declination; and (vi) proof of influenza immunization with current seasonal influenza vaccine or documentation of exemption from influenza vaccine for either of the following reasons, subject to the requirements set forth below:

1. Medical exemption, which includes a history of previous severe allergic reaction to the influenza vaccine or component of the vaccine (defined as developing hives, swelling of the lips or tongue, or difficulty breathing, but not including sore arm, local reaction, or subsequent upper respiratory infection), or history of Guillain-Barre syndrome within six (6) weeks of receiving a previous influenza vaccine; or
2. Religious exemption, where a Student follows religious beliefs that would prevent the Student from receiving the influenza vaccine because of doctrine or accepted religious practices.

In the event a Student is exempted from receiving the current influenza vaccine for one of the approved reasons set forth above, School shall ensure that SCHC is notified of the exemption and the Student will be required to wear a surgical mask when receiving Training in patient care areas during the flu season (as determined by SCHC), and the Student must comply with additional infection control and prevention measures while receiving Training, as appropriate and determined by SCHC in its sole discretion.

Students shall participate in all safety sessions given during SCHC and laboratory orientations and must attain at least a C+ letter grade in the safety segment of the initial Program orientation. Students will attend all employee safety sessions given while enrolled in the Program. SCHC will

be responsible for the Student's education about and compliance with the OSHA Rules governing exposure to blood-borne pathogens.

- f. *Professional Liability Insurance.* SCHC carries professional liability insurance that covers all employees and students participating in its training programs; therefore, Students are not required to purchase professional liability insurance. Should SCHC discontinue its coverage of students, Students will then be responsible for procuring professional liability insurance at their own expense. The limits of the policy shall be a minimum of \$1,000,000.00 per claim and an aggregate of \$3,000,000.00 per occurrence.
- g. *Personal Medical Insurance.* School shall ensure that all Students participating in the Program maintain coverage under a personal medical insurance plan. Evidence of coverage must be presented to SCHC prior to participation in the Program.
- h. *Patient Care/Administration.* The Program will not require Students to be responsible for any service function within the clinical laboratory. However, interested Students may be hired at the sole discretion of SCHC for part-time employment in the laboratory at times other than times allotted for student learning activities as part of the Program.
- i. *Removal of Noncompliant Student.* As described herein, the Program shall retain the right to request the removal of a Student and terminate the use of SCHC and Program facilities, including clinical laboratories and the use of equipment or supplies located at SCHC and used in the Program or Training by a Student at any time where violations of SCHC or Program rules, regulations, policies, or procedures have occurred, or if Student becomes listed on the LEIE or SCHC becomes aware that there are any such actions pending or, to SCHC's knowledge, threatened, that could result in a Student being an excluded or debarred party on any governmental list of such excluded or debarred parties. Such action will not be taken until the grievance against any Student has been discussed with School to allow School to afford Student due process. SCHC shall have the authority to dismiss a Student who fails to comply with Program policies and procedures. The School will be notified promptly of such dismissal. Causes for dismissal include but are not limited to: (1) engaging in unethical behavior in any phase of the Program; (2) having an incident of "unexcused absence;" (3) failing to maintain an 80% average throughout the Program; and (4) violating policies and procedures of the MLS Student Manual or SCHC. Notwithstanding the foregoing, SCHC reserves the right to take immediate action to remove a Student from Program as necessary, in its sole discretion and without prior notice or discussion with School, to maintain operation of SCHC and the Program, as applicable, free from interruption and/or to protect the best interests and safety of SCHC's patients, staff and other Program students and staff. SCHC may dismiss a Student from Training for cause. SCHC shall promptly notify School of a Student's dismissal or removal.
- j. *Emergency Medical Care of Students.* School agrees that each Student shall be responsible for arranging for the Student's medical care and/or treatment, if necessary, including transportation in the case of illness or injury while participating in the Program at SCHC. In no

event shall SCHC be financially or otherwise responsible for said medical care and/or treatment.

- k. Designation of Representative.* SCHC shall designate a person to serve as a liaison between the parties who will meet periodically with representatives of the School in order to discuss the clinical experiences of Students.
- l. Supervision of Students.* All Student assignments (classroom and clinical) will be supervised by individuals associated with the Program, employees of SCHC, or their designees.
- m. Reporting of Student Progress.* SCHC will submit a mid-year progress report to the School. Final grades will be submitted within one (1) week of the Student's completion of the Program.
- n. Room and Board.* SCHC will not provide room or board for Students.
- o. Rules and Policies.* SCHC will provide the School with a copy of the Student Handbook, which contains all relevant rules, regulations, and policies of the Program.
- p. Compliance with SCHC Policies and Applicable Laws and Regulations.* School shall advise Students of their obligation to adhere to SCHC's rules, regulations, and policies and procedures, including, without limitation, Students' obligation to attend all employee safety sessions given by SCHC while Student participates in the Training, Joint Commission requirements, and other applicable laws and regulations, including but not limited to HIPAA and the HIPAA Rules and OSHA Rules, during their period of Training and participation in the Program and ensure that every Student selected for participation in the Program has signed and agreed to comply with the terms and conditions in the Statement of Confidentiality and Consent form, attached hereto as Exhibit A.
- q. Facilities.* SCHC will provide space for Students to complete their learning activities in the Program.
- r. Student Records.* The parties acknowledge that Students' educational records are protected by the Family Educational Rights and Privacy Act and its implementing regulations set forth at 34 C.F.R. Part 99 ("FERPA"), and under 34 C.F.R. § 99.33(a)(2), SCHC may be required to obtain Student permission before releasing Student data to any party except School. SCHC shall abide by the provisions of FERPA with respect to any request for Student information by any party except School.
- s. Program Completion.* The Program will present a certificate of completion to Students that successfully fulfill all requirements and meet all financial obligations associated with the Program.

III. MUTUAL TERMS AND CONDITIONS:

- a. *Term of Agreement.* The term of this Agreement ("Term") shall be for a period of five (5) years from the Effective Date, unless terminated earlier in accordance with the provisions of Subsection b, below.
- b. *Termination of Agreement.* This Agreement may be terminated by either party, with or without cause, at any time, upon ninety (90) days' prior written notice; provided, however, that any Student already enrolled and participating in the Program as of the date of such notice shall be permitted to complete the Program. The party to be notified in the event of termination is the [enter responsible party title].
- c. *Nondiscrimination.* The parties agree to continue their respective policies of nondiscrimination based on Title IV 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. *Sexual Assault.* SCHC shall report any incident in which a Student is the victim of sexual assault, dating violence, domestic violence, stalking or sexual harassment to the School. SCHC shall identify resources, such as medical care and counseling that are available to any Student who has been the victim of sexual assault, dating violence, domestic violence or stalking while participating in the Program.
- e. *Governing Law.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement without regard to its conflict of laws provisions.
- f. *Relationship of Parties.* The relationship between the parties to this Agreement to each other is that of independent contractors and nothing in this Agreement shall be construed to constitute a partnership, joint venture, employer/employee, or any other similar relationship between SCHC and School or any of their affiliates, agents, representatives, or employees, or between SCHC and Students. The parties agree that sponsorship of a clinical experience as contemplated by this Agreement does not constitute a business associate arrangement between the parties for purposes of HIPAA and no business associate agreement is required. Notwithstanding the foregoing, Students will be considered members of the workforce of SCHC during Training and are required to comply with SCHC's HIPAA policies and procedures during Training, in accordance with the terms of this Agreement.
- 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 Agreement.
- h. *Mutual cooperation.* In the event there is legal action in which a Student is a party or a witness, SCHC and School will cooperate in the defense of such action, including the sharing of information. School further agrees to take all reasonable actions to make Students available to assist SCHC in the defense of any legal claim of action.

- i. *Reciprocal appointments.*
 - 1. School will appoint a Coordinator/Advisor responsible for liaison with the Program and who will advise preclinical students. This individual will be available to Students in the Program for counseling and to the staff of the Program for consultation.
 - 2. School will grant courtesy faculty appointments to the administrative officials of the Program, designated as Clinical Faculty. Periodic documentation of these appointments will be made to the Program.
 - 3. The Program will grant a courtesy faculty appointment to the School Coordinator/Advisor.
 - 4. These appointments do not entitle either recipient to any rights or privileges of the reciprocal institution.
 - 5. Program and School appointees will meet at least once each year to review the progress of Students, evaluate the current joint curriculum, review the Agreement, initiate/revise policy for the next year, and in general, ensure that the curriculum represents a collaborative effort.
- j. *Student Charges.* The Program will charge the Student tuition for the ten and one half (10.5) month Program, which is to be paid to the Program. The Program may assign other fees to the Student for expenses associated with the Program.
- k. *Entire Agreement.* This Agreement and any Exhibits attached hereto, which are incorporated herein by reference, represents the entire understanding and agreement between the parties as to the subject matter hereof and replaces and supersedes all prior understandings and agreements, whether oral or written.
- l. *Successors and Assigns.* This Agreement shall be binding on the parties and their respective successors and assigns. Neither party shall assign this Agreement without the prior written consent of the other party; provided, however, that SCHC may assign this Agreement, in whole or in part, to any affiliated organization or to any organization that is the successor in interest to substantially all of the assets of SCHC through acquisition, sale, merger, transfer, consolidation, or otherwise a successor in interest upon providing written notice of such assignment to School.
- m. *Amendment.* No amendment, modification or alteration of the terms of this Agreement shall be binding unless the same is in writing and duly executed by the parties thereto.
- n. *Notices.* All notices, requests and other communications required to be given under this Agreement shall be in writing and shall be deemed effectively given when delivered in person or sent by registered or certified mail, return receipt requested, to the following addresses:

SCHC:
 St. Christopher's Hospital for Children
 Medical Laboratory Science Program

160 East Erie Avenue
Philadelphia, PA 19134
Attn: Susanne Dannert, Director, School of Medical Laboratory Science

School:
Saint Francis University
Attn: Vice President of Academic Affairs
117 Evergreen Drive
Loretto, PA 15940-0600

[Signature Page Follows]

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

STC OPCO, LLC D/B/A ST. CHRISTOPHER'S HOSPITAL FOR CHILDREN:

By: Mark Martens

Name: Dr. Mark Martens

Title: VP, Chief Medical Officer

Date: 7/28/2020

Address: 420 S. Fifth Avenue
West Reading, PA 19543

SAINT FRANCIS UNIVERSITY:

By: Dr. Karan Powell

Name: Dr. Karan Powell

Title: Vice President for Academic Affairs

Date: June 8, 2020

Address: 117 Evergreen Drive, P.O. Box 600
Loretto, PA 15940

EXHIBIT A

**ST. CHRISTOPHER'S HOSPITAL FOR CHILDREN
STATEMENT OF CONFIDENTIALITY AND CONSENT**

In consideration for allowing me to participate in the Medical Laboratory Science Program (the "Program") as a student at St. Christopher's Hospital for Children ("SCHC"), I acknowledge that I:

- Understand that my role as a participant is contingent upon compliance with all policies and rules of SCHC, as applicable.
- Recognize that, during the course of my participation, I may become aware of private and confidential patient information through verbal, written, or electronic means.
- Understand that I am required by law to keep this protected health information confidential.
- Agree to keep this information confidential, and never to use or disclose it to others, except as required for purposes of providing clinical care during Clinical Training and as permitted by the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and the HIPAA and HITECH implementing regulations set forth at 45 C.F.R. Parts 160 and 164, from time to time (collectively, the "HIPAA Rules").

I consent to submit to substance abuse testing upon reasonable suspicion in accordance with SCHC policies and procedures while I am participating in the Program, and I understand that a failure of such test or refusal to comply with testing will result in termination of my participation in the Program.

Intending to be legally bound, I have reviewed this statement, release and consent, and agree to abide by it.

PRINT: Name of Student

Signature

Date