CLINICAL EDUCATION AFFILIATION AGREEMENT
MEDICAL LABORATORY SCIENCE

This Clinical Education Affiliation Agreement ("Agreement") is made this 29th day of October, 2020 by and between Albright College (hereinafter referred to as "School") and Reading Hospital, on behalf of its Reading Hospital School of Health Sciences (hereinafter "Hospital").

BACKGROUND

WHEREAS, Hospital operates the Medical Laboratory Science Program (the "Program"), a program accredited by the National Accrediting Agency for Clinical Laboratory Sciences that provides a twelve (12) 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 program in Medical Technology/Medical Laboratory Science ("Students"); and

WHEREAS, School is an educational institution that provides a 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 limited to participation through supervision in a clinical setting; and

WHEREAS, the Hospital 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 COLLEGE

a. *Education of Students.* School shall provide the educational prerequisites for admission to Hospital's Program.

b. *Evaluation of Students.* School will grant 35 hours of credit for successful completion of the Training in the Program. Grades given by the Hospital will be converted to the School's system and recorded as transfer credits on the Student's official School academic record. Hospital shall cooperate in any grade appeal involving any grade other than a pass/fail grade.

c. *Granting of Degree.* The School will grant the Baccalaureate Degree, Bachelor of Science, a major in Medical Laboratory Science, to Students who successfully completes the School and the Program requirements. The granting of the degree will not be contingent upon passing any type of certification or licensure examination.

II. DUTIES AND RESPONSIBILITIES OF THE HOSPITAL/PROGRAM

a. *Selection of Students.*

1. To be eligible for the Program, Students shall have completed at least three (3) years of the School degree program in Medical Technology/Medical Laboratory Science, have a minimum of 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 biology and chemistry courses taken.
2. Hospital may accept students from other colleges/universities into the Program, but will consider all Students from the School who meet the qualifications of the Program.
3. If accepted into 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 prior to the start date of the Program.
4. The Hospital reserves the right to limit the number of Students and to deny participation to any Student on the basis that such individual does not satisfy the requirements of the Hospital or if Program enrollment limits have been met.
5. Hospital shall verify whether Student 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 Hospital.* The Hospital will review with each Student during the orientation period, prior to any commencement of Training any and all applicable policies, codes, and confidentiality issues related to the clinical experience in the Program, including but not limited to the Hospital's compliance program and the Hospital'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 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.* The Hospital will be responsible for advising Students of their responsibilities under this Agreement. All Students shall be advised of their obligations to abide by the Hospital's rules, regulations, policies, procedures, Joint Commission requirements, and laws regarding patient confidentiality. Should any Student fail to abide by any rule, regulation, policy and/or procedure, he/she may be expelled from the Program, in accordance with Subsection i, below. The Hospital retains the right to take immediate action where necessary to maintain operation of its facilities free from

interruption and/or in the best interests of the Hospital'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, defines as a series of two Varicella vaccines with complete dates or a positive antibody test documenting immunity to Varicella; (iii) two negative tuberculin skin tests (TST), one within the past year (a negative serologic test may substitute for the yearly TST); if TST positive, a negative chest X-ray report within the past year is required; (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 follow reasons, subject to the requirements set forth below:

- 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

- 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 Hospital 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 Hospital), and must comply with additional infection control and prevention measures while receiving Training, as appropriate and determined by the Hospital.

Students shall participate in all safety sessions given during Hospital and laboratory orientations and must attain at least a C+ in the safety segment of the initial Program orientation. Students will attend all employee safety sessions given while enrolled in the Program. The Hospital 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.* The Hospital carries professional liability insurance that covers all employees and students of all its schools; therefore, Students are not required to purchase professional liability insurance. Should Hospital 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.* Hospital will ensure that all Students participating in the Program maintain coverage under a personal medical insurance plan.

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 for part-time employment in the laboratory at times other than that 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 Hospital and Program facilities, including clinical laboratories and use of equipment or supplies located at Hospital and used in the Program or Training, by a Student at any time where violations of Hospital or Program rules, regulations, policies, or procedures have occurred, or if Student becomes listed on the LEIE or Hospital becomes aware that here any such actions pending or, to Hospital'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. Hospital 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 a 77% average throughout the Program, and (4) violating policies and procedures for employees of Hospital as denoted in the Human Resources Reference Manual. Notwithstanding the foregoing, Hospital reserves the right to take immediate action to remove a Student from Program as necessary, in its sole discretion, to maintain operation of Hospital and the Program, as applicable, free from interruption and/or to protect the best interests and safety of Hospital's patients, staff and other Program students and staff. Hospital may dismiss a Student from Training for cause. Hospital shall promptly notify School of a Student's dismissal or removal.

j. *Emergency Medical Care of Students.* In the event a Student has an emergency illness or injury, Hospital Employee Health Services will provide treatment. If Hospital Employee Health Services is not in session, the Hospital Emergency Department will provide treatment. However, Students are responsible for any expenses incurred as a result of illness, injury or accident while in the Program.

k. *Designation of Representative.* The Hospital 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 the Hospital, or their designees.

m. *Reporting of Student Progress.* The Hospital will submit a mid-year progress report to the School. Final grades will be submitted within one week of the Student's completion of the Program.

n. *Room and Board.* The Hospital will not provide room or board for Students. Housing may be available for allied health students in the Hospital dormitory, but housing is not guaranteed. Meals in the Hospital's Food Service Departments may be discounted for Students through the Hospital's Badger Program.

o. *Rules and Policies.* The Hospital 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 Hospital Policies and Applicable Laws and Regulations.* School shall advise Students of their obligation to adhere to Hospital's rules, regulations, and policies and procedures, including, without limitation, Student's obligation to attend all employee safety sessions given by Hospital 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 ensure that every Student selected for Training 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.* The Hospital 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), Hospital, as applicable, may be required to obtain Student permission before releasing Student data to any party except School. Hospital 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 successfully fulfilling requirements and meeting all financial obligations associated with the Program.

III. MUTUAL TERMS AND CONDITIONS:

a. *Term of Agreement.* The term of this Agreement shall be for a period of five (5) years from the date of last signature, unless terminated earlier in accordance with the provisions of subparagraph b, below.

b. *Termination of Agreement.* This Agreement may be terminated by either party, with or without cause, at any time, upon eight (8) weeks' 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 would be either the Program Director of the Program or the School Coordinator/Advisor.

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. *Governing Law.* The laws of the Commonwealth of Pennsylvania shall govern this Agreement.

e. *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 Hospital and School or any of their affiliates, agents, representatives, or employees, or between Hospital 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.

f. *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.

g. *Mutual cooperation.* In the event there is legal action in which a Student is a party or a witness, the Hospital and School will cooperate in the defense of such action, including the sharing of information. The School further agrees to take all reasonable actions to make Students available to assist Hospital in the defense of any legal claim of action.

h. *Reciprocal appointments.*

1. The 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. The 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.

i. *Student Charges.* The Program will charge the Student tuition for the 12-month Program, which is paid to the Program. The Program may assign other fees to the Student for expenses associated with the Program.

j. *Health Services and Insurance.* Hospital Employee Health Services can provide routine care and coordinate provision of non-routine care of Students at a Student's request. Neither the School nor the Hospital is required to provide health services or health insurance to Students. Students are responsible for any health-related expenses.

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 Hospital 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 Hospital 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:

Hospital:
Reading Hospital
Medical Laboratory Science Program
420 South Fifth Avenue
West Reading, PA 19611
Attn: MLS Program Director

School:
Albright College
Thirteenth & Bern Streets
Reading, PA 19612-5234
Attn: Erin Ventresca, Ph.D.

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

READING HOSPITAL

_____ Date: _____

Mark Martens MD, Vice President,
Chief Academic Officer

[SCHOOL]

Ellen Ventresca Asst. Professor Date: 10/30/2020

Name / Title Health Sciences Advisor

Kara A. Cahill Date: 10/30/2020

Name / Title Provost, SVP for Academic Affairs

_____ Date: _____

Name / Title