

1-16-19

**AFFILIATION AGREEMENT BETWEEN
BLOOMSBURG UNIVERSITY OF PENNSYLVANIA
AND
JFK MUHLENBERG HAROLD & DOROTHY SNYDER
SCHOOLS OF MEDICAL IMAGING**

This Agreement is made this 16 day of January, 2019 by and between BLOOMSBURG UNIVERSITY OF PENNSYLVANIA (hereinafter referred to as “University”) an educational institution of the State System of Higher Education, Commonwealth of Pennsylvania, and JFK MUHLENBERG HAROLD B. & DOROTHY A. SNYDER SCHOOLS OF MEDICAL IMAGING (hereinafter “Site”).

For the purpose of this agreement, “Site” shall be defined as one of the following: Hospital, Private Practice, School, Clinic, Nursing Home, Health Care Agency.

BACKGROUND

WHEREAS, the Site is an affiliate of JFK Health System, Inc., which operates hospitals, assisted living facilities, nursing homes and other health care providers which provide medical imaging services (the “Clinical Centers”); and

WHEREAS, the Site and its affiliates are equipped with the facilities and professional staff necessary to provide an educational experience to the University’s students in the baccalaureate program in Medical Imaging; and

WHEREAS, the University is an educational institution that provides a degree in the area of Medical Imaging; and

WHEREAS, the University is desirous of providing an educational experience to its students limited to participation through supervision in a clinical 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 through professional education provided at Site and clinical experiences at Site’s affiliated Clinical Centers 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 will provide the educational prerequisites for the radiography and sonography programs as established by the respective accrediting agencies.
- b. *Evaluation of Students.* The University will grant 60 hours credit for successful completion of the two year (22-24 month) clinical program.
- c. *Granting of Degree.* The University will grant the Baccalaureate Degree, Bachelor of Science Medical Imaging, to the student who successfully completes the University educational and clinical program requirements. The granting of the degree will not be contingent upon passing any type of certification or licensure examination. Forms required by the appropriate professional accrediting association(s) will be completed and exchanged between the parties as necessary, and such information as is reasonably requested by either party for such purpose will be supplied by the other.
- d. *Policies of Site.* The University will review with each student, prior to the clinical assignment any applicable policies, codes, and confidentiality issues related to the clinical experience. The student will

make available to the Site results of Criminal Record Checks, Child Abuse History Clearance, and submit to drug screens. The Site will make all applicable information regarding these requirements available.

- e. The University will notify the student that he or she is responsible for:
1. Respecting the confidentiality of patients and clients of the Site and their records in accordance with the Site policies and procedures and with the requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA). A student breach of Site's patient confidentiality policies and procedures is cause for termination of the student from the clinical phase of the educational program.
 2. Adherence to the policies and procedures of the Site.
 3. Provision of necessary and appropriate uniforms where required.
 4. Arrangements for his/her own transportation.
 5. Housing and meals when not provided by the Site.
 6. Obtaining prior written approval from the Site and the University before publishing any material relating to the clinical experience. Students shall not conduct any research projects, data collections, or data assessments relative to the clinical experience, without first obtaining Site's prior written consent. Any permitted activities must be conducted in accordance with Site's policies and procedures.
 7. Observing the hours of work.
 8. Participating in Orientation and departmental activities, including after-hours and inservice education programs and continuing education opportunities.
 9. All expenses incurred by the student for medical care.
 10. Providing the Site's representative with the following health information. Prior to beginning clinical experience, students will meet the following health requirements:
 - i. A standard history and physical examination performed by the student's family or school physician performed within one year of the start date of the affiliation.
 - ii. Evidence of two PPD Intermediate Skin tests within 12 months of each other, with the more recent one administered within 12 months of the start date of the affiliation.
For those students having a PPD for the first time, or for those students who have not had a PPD within the past 12 months, the first PPD should be administered within one year of the starting date of the affiliation, and the second PPD should be administered 1-2 weeks after the administration of the first. Documentation of the results must be provided.
 - iii. A chest X-ray for those students either with a positive TB test or at the discretion of the examining physician and documentation of evaluation by a physician on an annual basis.
 - iv. A record of completed courses of immunizations including Rubella vaccination (a Rubella titer is acceptable in lieu of the latter).
 - v. Records of completed 3 injections course of the Hepatitis B Vaccine or records of the course of the Hepatitis B Vaccine in progress. Documentation of Hepatitis B status by titer if available.
 - vi. With reference to the following disease entities:
 - (a) Flu: Evidence of influenza vaccination between October and April of each year.
 - (b) Measles: Those born during or after 1957 must have documentation of having received 2 doses of live vaccine on or after the first birthday.
 - (c) Mumps: Those born before 1957 can be considered immune. Those born during 1957 and after must provide proof of immunization or serologic immunity.
 - (d) Rubella: Must have documentation of having received live vaccine on or after their first birthday or laboratory evidence of immunity. Adults born before 1957, except women who can become pregnant, can be considered immune.
 - (e) Varicella: Must provide laboratory evidence of Varicella immunity or a history of naturally occurring Varicella or Shingles.
 - (f) Proof of medical insurance effective from the start date to the date of completion of the affiliation.

- f. The University will notify the student that a multi-state criminal background check must be submitted to the Site at least 30 days prior to the start of the affiliation. Initial review of the criminal background check will be conducted by a Site representative. If there is no criminal history, the student will be permitted to participate in the clinical affiliation.

If there is a criminal history, a committee consisting of a Site representative who is involved in the clinical education program and the Site's Director of Human Resources will make a unanimous decision whether the student will be cleared to participate in the clinical assignment.

- g. The University will notify students that they must submit to Site all appropriate consent forms from students, which shall include consent to disclose the above health information. If a student does not consent to any of the foregoing, or if any result demonstrates lack of fitness for placement, he or she will not be considered for placement at Site.
- h. *Advising Students of rights and Responsibilities.* The University will inform its students of the following additional responsibilities:

1. Students' obligations under this Agreement, including their obligation to act prudently and reasonably within the limits of their knowledge, experience, and training. University shall also inform the students that they remain students while they are at Site and are not Site employees, and are not entitled to the benefits and privileges of Site employees. Additionally, University shall inform students that the responsibility for patient care resides with Site and its staff, and students shall act accordingly;
2. Students shall respect the confidential nature of all information relating to Site's patients, including all information in the medical records, and University will emphasize to students the importance of maintaining confidentiality of all such patient information;
3. If students are unable to attend scheduled activities for any reason whatsoever, they shall notify the appropriate persons at Site;
4. Students shall respect all property belonging to Site, and shall be responsible to repair or replace any property damaged or destroyed.
5. Students will wear name tags identifying them as such.

- i. The University will inform students that they will be required to provide certification prior to commencement of the program at Site, that it/he/she is not currently and has never been suspended from participation in or subjected to any type of criminal or civil sanction, fine, civil monetary penalty, debarment or other penalty by any private or public health insurance program, including Medicare, Medicaid, Tricare or any other federal or state health insurance program.
- j. All students will 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, he/she may be expelled from the program.
- k. *Professional Liability Insurance.* The students will be responsible for procuring professional liability insurance at their own expense. The limits of this policy shall be a minimum of 1,000,000.00 per claim and \$3,000,000.00 aggregate. Such professional liability insurance shall be either the type commonly known as "occurrence" or the type commonly known as "claims made plus tail." If it is "claims made plus tail", the tail shall be for a period of time acceptable to the Site. This policy must remain in effect for the duration of the clinical assignment. Proof of insurance shall be provided by the student prior to

commencement of the program and from time to time upon request of the Site. Insurance coverage(s) provided under this Agreement shall not limit or restrict in any way liability arising under or in connection with this Agreement.

The Site understands that Bloomsburg University, as an Agency of the Commonwealth, is prohibited from purchasing liability insurance. As a public university and state instrumentality there is no statutory authority to purchase insurance and it does not possess insurance documentation. Instead, it participates in the Commonwealth's Tort Claims Self-Insurance program administered by the Bureau of Risk and Management of the Pennsylvania Department of General Services. This program covers the obligations of the Commonwealth to be responsible for tort claims with respect to Commonwealth/University-owned property, as well as tort claims against the Commonwealth's employees and officials acting within the scope of their employment, and claims arising out of the University's performance under this Agreement, under the provisions of the Torts Claims Act, 42 Pa.C.S.A §§, *et seq.* The University shall provide Site with a letter outlining the dollar limits of the self-insurance program and the availability of Tort Claims Act coverage upon request.

The University shall at its own cost and expense provide worker's compensation and disability insurance coverage for all its employees pursuant to the laws of the State of Pennsylvania for the life of this Agreement. Students of the University are not and shall not be considered employees of the University under any section of this Agreement.

1. *Designation of Representative.* The University will designate a person to serve as a liaison between the parties who will communicate periodically with representatives of the Site in order to discuss the clinical experiences of the students.

II. DUTIES AND RESPONSIBILITIES OF THE SITE:

- a. *Selection of Students.*
 1. To be eligible for the clinical program, students will have completed at least 2 years of the University degree program in Medical Imaging, have a minimum of 60 semester hours and have a grade point average of 2.5 overall and of 2.5 in the science and math courses taken.
 2. The Site may accept students from other colleges/universities, but will consider all students from the University who meet the qualifications of the Site.
 3. If accepted into the clinical program, a student must have completed all pre-requisite courses for the clinical program and all requirements for the baccalaureate degree except for the credit that will be granted for successful completion of the clinical program, prior to the start date of the program.
 4. The determination of the number of students, dates of assignments, and the availability of the resources of the Site shall be agreed upon in writing annually by a representative at the Site and the representative of the University.
- b. *Educational Content.* The Site will provide a curriculum that meets the standards set by the respective accrediting agency.
- c. *Removal of Noncompliant Student.* The Site will 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.* In the event of an emergency illness or injury, the Site will provide treatment. However, students are responsible for any expenses incurred as a result of illness, injury, or accident while in the program.

- e. *Designation of Representative.* The Site will designate a person to serve as a liaison between the parties who will communicate periodically with representatives of the University in order to discuss the clinical experiences of the students.
- f. *Supervision of Students.* All student assignments (classroom and clinical) will be supervised by individuals associated with the Site or their designees. Clinical assignments will be completed at Site's affiliated Clinical Centers.
- g. *Reporting of Student Progress.* The Site shall maintain records of student attendance and will submit a mid-program progress report to the University. Final transcripts will be submitted within one week of the student's completion of the clinical program.
- h. *Room and Board.* The Site will not provide room or board for students.
- i. *Rules and Policies.* The Site will provide the University with a copy of all relevant rules, regulations, and policies of the clinical program. Application and orientation packets for prospective students will be given to the University or be available online.
- j. *Facilities.* The Site will provide space for students to complete their learning activities.
- k. *Student Records.* The Site will protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA) and will 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.
- l. *Clinical Program Completion.* The Site will present a certificate of completion to students successfully fulfilling requirements and meeting all financial obligations associated with the clinical program.

III. MUTUAL TERMS AND CONDITIONS:

- a. *Terms of Agreement.* The term of this Agreement shall be five years from the date of execution. This agreement may not exceed a term of five years.
- b. *Termination of Agreement.*

(i) Either party upon 60 days written notice to the other party may terminate this agreement by certified or registered mail, return receipt requested. In case of any termination provided in this Agreement, students already enrolled in the program and participating in the clinical assignment shall be given the opportunity to complete their clinical assignment at the Site to the extent reasonably possible in the Site's discretion, such completion not to exceed the end of the current semester. The party to be notified in the event of termination would be either the Program Director of the Site or the University Allied Health Coordinator.

(ii) This Agreement may be terminated immediately and without notice by either party upon revocation of any required accreditation, license or registration, or the notice or threat thereof by the New Jersey Department of Health or any other applicable federal, state, local agency or court of competent jurisdiction, which prohibits or adversely affects in whole or in part the performance of the Agreement by the parties hereto.

(iii) Either party shall have the right to terminate this Agreement for "cause". In general, "cause" is any material and substantial violation of this Agreement by either of the parties. If either party desires to terminate this Agreement for cause, such party shall give written notice to the other party of the specific grounds for termination. The party receiving any such written notice shall have thirty (30) days to cure the default stated in said notice. If the party receiving notice of termination fails to cure the default within

thirty (30) days, the party who gave the original notice shall, thereafter, have the right to terminate this Agreement by giving written notice of termination to the defaulting party in which event this Agreement shall terminate as of the giving of such notice of termination.

(iv) Termination for Lack of Legal Compliance. This Agreement is intended to comply with all Federal and state laws, rules and regulations. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other if any modification or interpretation of any Federal, state or local governmental law, regulation, policy impairs in any substantial manner the continuing legal validity and/or effectiveness of any material provision of this Agreement, or places the tax-exempt status of either party or any of its component parts at risk. Prior to the end of such notice period, the parties shall use their best efforts to agree on a modification of this Agreement that, in the opinion of the parties and their respective legal counsel, satisfactorily addresses and removes the impairment. This Agreement shall continue in full force and effect if, prior to the end of such notice period, the parties agree on such a modification of this Agreement; otherwise this Agreement shall terminate as set forth herein.

- 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. University students are protected by the Title IX of the Education Amendments of 1972 and other applicable laws, as well as the provisions of Section 504 of the Rehabilitation Act of 1973 (as amended) and the Americans with Disabilities Act (ADA) of 1990. JFK Muhlenberg Harold & Dorothy Snyder Schools of Medical Imaging agrees to cooperate with University in its investigation of claims of discrimination or harassment.

Reporting of Sexual Violence and Sexual Harassment and Identification of Resources: JFK Muhlenberg Harold & Dorothy Snyder Schools of Medical Imaging shall report any incident in which a student is the victim of sexual assault, dating violence, domestic violence, stalking or sexual harassment to Bloomsburg University's Title IX Coordinator in the Office of Equity and Accommodations at 570 389-4529). The Site 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. Medical care and counseling services shall be obtained by a student at the student's sole cost and expense.

- d. *Modification of Agreement.* This Agreement shall only be modified by a written amendment which is signed by duly authorized representatives of University and Site.
- e. *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.
- f. All notices which either party is required or may desire to give to the other under or in conjunction with this Agreement shall be in writing and shall be given by addressing the same to such other party at the address set forth below, and by depositing the same addressed, certified mail, postage prepaid, return receipt requested, or by overnight mail or by reputable courier service, or by delivering the same personally to such other party:

As to Site:
The Community Hospital Group, Inc., t/a JFK Medical Center
Attn. Administrative Director, Professional Development
65 James Street
Edison, NJ 08820

With a copy to:

Henry G. Ferraioli, Esq.
VP/Chief Legal Officer
JFK Health System, Inc.
Edison, NJ 08818

As to University:
Department of Biological & Allied Health Sciences
Attn: Dr. Judith Kipe-Nolt, Coordinator of Health Sciences
Bloomsburg University
400 E. 2nd Street
Bloomsburg, PA 17815


- g. University acknowledges and agrees that if, as a result of a change in law or regulation, or a judicial or administrative decision or interpretation, the performance by either party hereto of any provision of this Agreement should jeopardize the license of the Site, its participation in Medicare, Medicaid or any other reimbursement or payment programs, its exemption from taxation under the Internal Revenue Code, or its accreditation by The Joint Commission, or if it should constitute a violation of any statute, regulation or ordinance, or be deemed unethical by any recognized agency or association in the medical or hospital field, Site may request that this Agreement be renegotiated to eliminate the jeopardy and, if agreement has not been reached within 20 days following notice thereof, terminate this Agreement forthwith.
- i. No party shall use the other's name or logo in any descriptive or promotional literature or communication of any kind without the other's prior written approval.
- j. Neither party may assign or delegate this Agreement or any interest herein or responsibility hereunder without prior written consent of the other party. Notwithstanding the foregoing, Site may assign this Agreement to a successor-in-interest in the event of the acquisition of substantially all of the assets of the Site, the Clinical Centers, or JFK Health System, Inc., or upon the merger or consolidation of Site, the Clinical Centers, or JFK Health System, Inc. with another non-profit corporation.
- k. Failure by either party to enforce at any time any provision of this Agreement shall not be construed to be a waiver of such provisions nor of the right of that party to enforce each and every provision.
- l. If any provision of this Agreement is as a matter of law unenforceable, then such provision shall be deemed to be deleted and this Agreement shall otherwise remain in full force and effect.
- m. This Agreement is not exclusive. Each party shall have the right to enter into agreements with other facilities relating to matters covered by this Agreement.
- n. Each party agrees not to disclose the other party's confidential information to any person other than employees or students who have a need to know the information in order to perform their obligations under this Agreement.
- o. To the extent any litigation should be brought or arise out of, in connection with, or by reason of this Agreement, the parties agree that such controversy shall be submitted to a court of competent jurisdiction. This section shall survive termination or expiration of this Agreement.

- p. *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.
- q. *Student Charges.* The Site will charge the student tuition for the clinical program, which is paid to the Site. The Site may assign other fees to the student for expenses associated with the program. With the signed annual consortium agreement between the Site and University, State and Federal financial aid may be processed for the student by the University.
- r. *Health Services and Insurance.* Neither the University nor the Site is required to provide health services or health insurance to its students. Students are responsible for any health-related expenses. Students may be required to purchase health insurance and may be eligible for policies available at their expense through the University or Site.
- s. *Entire Agreement.* This Agreement represents the entire understanding between the parties. No other prior or contemporaneous oral or written understanding or promises exist in regards to this relationship.
- t. The parties may modify this Agreement only by written amendment signed by duly authorized representatives of each.

1-16-19

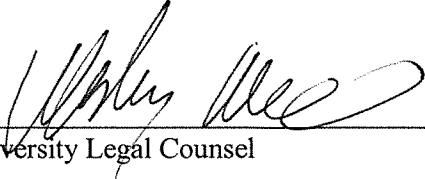
IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement as of the date previously indicated.

FOR BLOOMSBURG UNIVERSITY OF PENNSYLVANIA:



Mr. John F. Loonan
Vice President for Administration
Bloomsburg University, Bloomsburg, PA

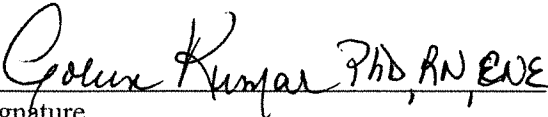
Date: 2-8-19



University Legal Counsel

Date: 2/15/19

FOR JFK MUHLENBERG HAROLD & DOROTHY SNYDER SCHOOLS OF MEDICAL IMAGING:



Signature

Date: 1/23/19



Print Name

EFFECTIVE DATE
FEB 15 2019
OF CONTRACT