

ATTACHMENT #3 - January 16, 2024



November 23, 2023

NOTICE OF STATUTORY MERGER

Pennsylvania College of Health Sciences ("PA College") intends to merge with and into Saint Joseph's University ("SJU") on or about January 3, 2024, and SJU will be the surviving entity. Because this is a statutory merger, by operation of law, SJU will assume PA College's obligations and rights under its existing agreements, including the Affiliation Agreement (the "Agreement") established between Warwick School District and PA College on 3/29/2019.

This means that no new agreement or amendment is needed -- and SJU's assumption of your Agreement will not violate any of its terms.

Once the merger closes, your point of contact for educational experiences will remain Jessie Bogner Sinkoe at jbogner@sju.edu. Correspondence related to the Agreement should be addressed to:

Saint Joseph's University
5600 City Avenue
Philadelphia, PA 19131
Attn: Office of the Provost

With a copy to:
Saint Joseph's University
Office of the General Counsel
ogc@sju.edu

In order to ensure that SJU receives communications related to your Agreement, please update your contacts no later than **January 3, 2024**.

Please direct questions or concerns about this communication to Jessie Bogner Sinkoe at jbogner@pacollege.edu until 1/3/24, and jbogner@sju.edu upon closure of the merger. We appreciate your continued partnership and dedication to the education of our students.

Sincerely,

A handwritten signature in black ink that reads "Jean Hershey". The signature is written in a cursive, flowing style.

Jean Hershey
Vice President, Academic Affairs
Pennsylvania College of Health Sciences



PENNSYLVANIA COLLEGE

of HEALTH SCIENCES
AFFILIATION AGREEMENT

This Agreement is entered into this 29th day of March, 2019 between Pennsylvania College of Health Sciences and Warwick School District ("Housing Site").

Whereas, Pennsylvania College of Health Sciences operates educational programs (Cardiovascular Invasive Specialty, Medical Laboratory Science, Diagnostic Medical Sonography, Cardiac Electrophysiology, Emergency Medical Services, Nuclear Medicine, Nursing, Radiography, Paramedic, EMT, Respiratory Care and Surgical Technology) for qualified students preparing to be healthcare professionals; and,

Whereas, Pennsylvania College of Health Sciences and the Housing Site have agreed jointly to participate in a program in which Pennsylvania College of Health Sciences students may acquire clinical experience at the facilities of the Housing Site; and,

Whereas, the parties share the mutual goal of high quality patient care and health sciences education;

Now, therefore, in consideration of the mutual covenants and obligations as set forth herein, the parties agree as follows:

Section 1. Duties of Pennsylvania College of Health Sciences

- 1.1 The Program Director, Pennsylvania College of Health Sciences shall design and coordinate a clinical rotation program at the Housing Site, in cooperation with the Supervisor at the Housing Site.
- 1.2 Pennsylvania College of Health Sciences shall provide to the Housing Site, not less than six (6) weeks prior to such placement, the number of assigned students, the dates and hours that students will be assigned, the expected level of experience to which students will be assigned, and the expected learning objectives of the students. At the beginning of each placement, Pennsylvania College of Health Sciences shall provide the Housing Site with the names of the assigned students.
- 1.3 Pennsylvania College of Health Sciences shall retain responsibility for the administration of the educational program, its curriculum content, and the assignment, teaching, supervision and evaluation of the students.
- 1.4 Pennsylvania College of Health Sciences shall require students to observe all rules, regulations, bylaws, and policies of the Housing Site, including rules regarding the confidentiality of patient information, as well as all applicable federal and state laws,

rules and regulations.

- 1.5 Pennsylvania College of Health Sciences shall provide, or ensure that students maintain at all times during their clinical rotation, malpractice insurance for students in amounts required under the laws of the Commonwealth of Pennsylvania. Upon request, Pennsylvania College of Health Sciences shall provide satisfactory proof of insurance to the Housing Site.
- 1.6 Pennsylvania College of Health Sciences shall ensure that all students have been properly certified in CPR and educated in universal precautions before assignment to the Housing Site.
- 1.7 Pennsylvania College of Health Sciences shall ensure that all students, prior to assignment to the Housing Site, have had a satisfactory physical examination showing freedom from infectious disease and have had such immunizations against communicable diseases as are required by Pennsylvania law.
- 1.8 Pennsylvania College of Health Sciences shall ensure that all students, prior to assignment to the Clinical Site, have completed the Criminal Record Check and Child Abuse Clearance. Pursuant to 24 P.S. Section 1-111, the Pennsylvania College of Health Sciences shall require all students registered for student teaching to secure a state criminal record check and federal (FBI) criminal record check. In addition, students will need to secure a child abuse clearance. The student must secure the criminal record checks and the child abuse clearance prior to reporting for the student teaching assignment and the criminal record checks and the child abuse clearance must be less than one (1) year old. Failure to comply with these requirements will result in the student being rejected from their teaching assignment.
- 1.9 Pennsylvania College of Health Sciences shall ensure that any student requesting to complete their service learning hours at the Housing Site will go through their Program Director at Pennsylvania College of Health Sciences. The Program Director will submit any requests through the Housing Site Contact Information listed below in 9.3.

Section 2. Duties of the Housing Site

- 2.1 The Housing Site shall provide orientation to Pennsylvania College of Health Sciences students and, if necessary, Pennsylvania College of Health Sciences faculty regarding the Housing Site's policies and procedures and physical facilities.
- 2.2 The Housing Site shall provide students with an appropriate quality and variety of learning experiences, including opportunities for student practice and observation, as previously agreed upon between the parties.
- 2.3 The Housing Site shall provide such learning experiences under the supervision of appropriately licensed personnel whose qualifications meet the accrediting agency's standards.

- 2.4 The Housing Site shall make available to students appropriate physical facilities, including parking, cafeteria, conference rooms, dressing rooms and/or locker or closet spaces, as necessary and available.
- 2.5 The Housing Site shall allow Pennsylvania College of Health Sciences faculty to arrange and supervise, if necessary, for a student to make up clinical experience he or she has lost due to an emergency personal situation.

Section 3. Implementation of Program

- 3.1 This Agreement shall be implemented in accordance with all relevant federal and state laws and regulations, including those prohibiting discrimination.
- 3.2 Periodically, but at least once per year, the Pennsylvania College of Health Sciences Program Director and the Supervisor at the Housing Site, or their respective designees, shall meet to ensure the coordination of the clinical rotation program, and to evaluate the Program's accomplishment of its clinical objectives. Minutes of the meeting shall be kept to document any recommended changes.

Section 4. Costs and Fees

- 4.1 It is understood that the general purpose of this Agreement is educational, and no monetary remuneration is involved because of the mutual benefits inherent in the educational programs.
- 4.2 Neither party may create any financial obligation for the other party without the prior written agreement of both parties hereto.
- 4.3 The Housing Site shall not be responsible for any compensation, meals, travel, medical or other incidental expenses incurred by students in connection with this Agreement.
- 4.4 Pennsylvania College of Health Sciences shall be responsible for all obligations imposed by the workers' compensation laws of the Commonwealth of Pennsylvania for any injury or disability sustained by Pennsylvania College of Health Sciences faculty by reason of accident or occupational disease, even if sustained on the Housing Site's premise.
- 4.5 Pennsylvania College of Health Sciences shall request that students have, prior to assignment to the Housing Site, health insurance coverage. Any injury or illness arising from student's clinical rotations under this Agreement shall be the responsibility of the students and/or Pennsylvania College of Health Sciences.

Section 5. Liability of Parties

- 5.1 Nothing in this Agreement shall be construed to create a joint venture, agency or other legal relationship between Pennsylvania College of Health Sciences and the

Housing Site which could result in either party being responsible or liable for the acts or omissions of the other party.

5.2 Pennsylvania College of Health Sciences and the Housing Site respectively agree to indemnify and hold harmless the other party from any and all losses, damages, costs and expenses (including attorneys' fees) that are caused by or arise out of any negligent or illegal act of the indemnifying party or its directors, officers, employees, agents or assigns.

5.3 Nothing in this Agreement shall be construed to create an employer/ employee relationship between Pennsylvania College of Health Sciences students and the Housing Site.

Section 6. Other Affiliations

6.1 This Agreement shall not create an exclusive arrangement between Pennsylvania College of Health Sciences and the Housing Site. It is agreed that Pennsylvania College of Health Sciences and the Housing Site may have in place or may enter into other educational programs and affiliation agreements with other institutions.

Section 7. Term and Termination

7.1 The term of this Agreement shall begin on the date first specified above and shall continue for a period of one year. Thereafter, this Agreement shall automatically renew for any number of additional one (1) year terms unless otherwise sooner terminated as provided herein.

7.2 This Agreement may be terminated by either party, with or without cause, by giving sixty (60) days (one hundred eighty (180) days for Radiography program) prior written notice to the other party. The Housing Site agrees to make its best efforts to ensure that any termination under this Subsection shall not take effect until students assigned to the Housing Site have completed their clinical rotation.

7.3 This Agreement may be terminated immediately by either party upon the occurrence of any of the following:

- (a) Either party's facilities are destroyed to such an extent that the program cannot be carried out adequately;
- (b) Either party loses its license or accreditation; or,
- (c) Either party is in default under any of the terms of this Agreement and fails to cure such default within sixty (60) days after receiving written notice of such default from the other party.

Section 8. Request for Withdrawal of Student

- 8.1 The Housing Site has the right to request that Pennsylvania College of Health Sciences withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the Housing Site, in accordance with acceptable standards of performance.
- 8.2 Pennsylvania College of Health Sciences may at any time withdraw any student whose progress, conduct or work does not meet the standards of Pennsylvania College of Health Sciences for continuation in the program.
- Section 9. Amendments
- 9.1 This document contains the entire agreement between the parties hereto and supersedes all prior oral or written agreements with respect to the matter provided herein.
- 9.2 No amendment, modification or waiver of this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto.
- 9.3 Any and all notices, consents or other communications by one party intended for the other shall be deemed to have been properly given if in writing and personally delivered, transmitted by electronic means, or deposited in the United States first class mail, postpaid, to the address or numbers set forth below:

Pennsylvania College of Health Sciences Contact Information

Name: Jessie Bogner
Title: Academic Administrative Assistant
Phone: (717) 947 – 6346
Email: jebogner@pacollege.edu

Warwick School District Contact Information

Name: Dianne Skilling
Title: Executive Assistant to the Asst. Superintendent
Phone: (717) 626 – 3734 x 3717
Email: dskilling@warwicksd.org

In Witness Whereof, this Agreement is executed as of the day and year first above written.

Pennsylvania College of Health Sciences
850 Greenfield Road
Lancaster, PA 17601

By: Dr. Kimberly A. Johnston
Kimberly A. Johnston, Ed.D, CNE

Title: Executive Vice President, Academic & Student Affairs

Date: 3/29/19

Warwick School District
301 W. Orange Street
Lititz, PA 17543

By: 
Dr. Melanie Calender

Title: Assistant Superintendent

Date: _____