



January 27, 2014

Dr. Mari K Hopper  
Biology Department  
8600 University Blvd.  
University of Southern Indiana  
Evansville, IN 47712

Dear Dr. Hopper:

It is that time again to review our affiliation agreement for the Medical Technology Program. I have enclosed copies of the agreement and signature form for the appropriate signature. Please return one signed copy to me for my records, as usual. There have been small changes made to the agreement mostly regarding safety and security measures for the students.

It is of the utmost importance that we get these reviewed, signed, and returned as soon as possible.

Thank you for your assistance in this matter. I hope all is going well at USI.

Sincerely,

A handwritten signature in cursive script that reads "Lisa Cecil, MS, MT (ASCP)".

Lisa Cecil, MS, MT (ASCP)  
Program Director  
Medical Technology Program  
Owensboro Health Regional Hospital

## AFFILIATION AGREEMENT

**THIS AFFILIATION AGREEMENT** (the "**Agreement**") is made and entered into on January 1, 2014 (the "**Effective Date**"), by and between **OWENSBORO HEALTH, INC.** ("**Affiliating Agency**"), and **UNIVERSITY OF SOUTHERN INDIANA** ("**University**").

In consideration of the mutual promises contained herein, the parties do hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is to establish guidelines and responsibilities of the clinical education component for students ("**Students**") enrolled and in good standing in the Medical Technology Program at University (the "**Program**"). Students are provided the opportunity to complete their clinical education component through enrollment in Affiliating Agency's School of Medical Technology ("**School**").

2. **General Responsibilities.**

A. During the Term (hereafter defined), the School shall be accredited by the National Accrediting Agency for Clinical Laboratory Sciences (NAACLS) and University shall be accredited by the North Central Association of Colleges and Schools or other nationally recognized accrediting body.

B. Neither University nor School shall discriminate on the basis of race, color, religion, national origin, marital status, disability, gender, sexual orientation, age, or political affiliation.

C. University shall require all of its students, faculty, employees and agents participating in the Program at Affiliating Agency's facility(ies), or those of an affiliate of Affiliating Agency (each a "**Participant**," and collectively, "**Participants**"), to do so in accordance with this Agreement.

D. It is understood and agreed to by all parties that Participants shall not be considered employees of Affiliating Agency. Participants shall not represent nor hold themselves out as being employed by Affiliating Agency. Participants shall have no claim under this Agreement or otherwise against Affiliating Agency for compensation (hourly or salary), workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other benefits.

E. The clinical education contemplated by this Agreement shall be for the benefit of University's students, and for purposes of furthering their education and clinical training.

F. Students are not entitled to employment or any position whatsoever, or preference for employment or any position whatsoever, with Affiliating Agency (or any affiliate thereof) upon completion of the clinical education program contemplated by this Agreement.

G. A personal liaison shall be appointed by each of the parties to facilitate communication between the School and University.

3. **School of Medical Technology.**

A. The clinical training component provided by the School shall be twelve (12) months in duration. At the successful completion of the clinical training component, University shall grant thirty-two (32) semester hours credit toward the baccalaureate degree for which the student is a candidate. The semester hours have been assigned to each course as follows: Hematology (7 Credit Hours); Urinalysis – Body Fluids (2 Credit Hours); Clinical Chemistry (6 Credit Hours); Microbiology (8 Credit Hours); Immunohematology (6 Credit Hours); Immunology/Serology (2 Credit Hours); and Educational Methods/Laboratory Management (1 Credit Hour).

B. University shall offer courses in biologic and physical sciences consistent with the prerequisites for a major in Medical Technology and sufficient to qualify recipients of the degree to sit for the certifying examination of the American Society of Clinical Pathology Board of Certification or an equivalent certification examination, or a major in Biology.

C. Application for admission to the School shall be the responsibility of the Student. School will process Student applications and schedule all necessary personal interviews as part of its selection process.

D. Final selection of Students is made by the School. School shall provide the names of those Students accepted into the clinical component at School to University's Medical Technology Advisor.

E. Tuition for admission to School for the twelve (12) month clinical program shall be One Thousand Five Hundred Dollars (\$1500.00) per student and is paid to School by Student. Students are responsible for their own housing arrangements and costs, purchasing books and notebooks, purchasing uniforms, and transportation to and from School. No stipends are provided by School or University to Students.

F. Acceptance into the School does not guarantee completion of the clinical program. If School determines, at its sole discretion, to dismiss a Student, it shall discuss the Student and issue with University's Medical Technology Advisor prior to dismissal.

G. Students accepted into the clinical program at School shall agree to abide by all School policies as a condition of admittance to School. If conflict arises between School and University policies, the School policies will prevail.

H. The Medical Technology Advisor at University shall be given courtesy appointment to the laboratory staff at School. The Program Officials at School shall be given adjunct faculty appointments at University. Such appointments are to be reviewed on an annual basis and do not involve any employee benefits or tenure considerations.

4. **University Responsibilities.** University and its faculty, as applicable, will:
- A. Become familiar with Affiliating Agency and its policies and procedures prior to commencement of Student clinical training at School.
  - B. Assist with the orientation of School personnel to the aims, objectives, and educational methods of the Medical Technology Program.
  - C. Be covered, and require Participants to be covered, by professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate while enrolled in the clinical training program at School. Proof of such insurance shall be provided to Affiliating Agency, by University, prior to any Participant's commencement of the services or obligations contemplated hereunder.
  - D. Require Participants to complete an orientation to, and require compliance with, standards of conduct, rules, regulations, policies and procedures established by Affiliating Agency. In addition, University shall require Participants to attend the general orientation and training (including training on bloodborne pathogens, fire safety, confidentiality, and abuse/neglect) provided by Affiliating Agency and Participants shall satisfy all requirements and testing, if any, reasonably requested by Affiliating Agency.
  - E. Require Participants to adhere to all confidentiality requirements of Affiliating Agency. University shall require Participants to hold all business, financial, legal, medical, and personal information disclosed by Affiliating Agency, either intentionally or unintentionally, in connection with this Agreement in strict confidence and to not disclose such information without prior written consent of Affiliating Agency. University shall further require Participants to complete the same training offered by Affiliating Agency to its employees regarding the privacy and security of health information, and to abide by all of Affiliating Agency's policies and procedures relating to the privacy and security of health information. Participants shall further agree to sign a separate Patient Confidentiality Statement with Affiliating Agency, attached hereto as Exhibit A and incorporated by reference.
  - F. Require each Student to sign the Statement of Understanding attached hereto as Exhibit B and incorporated by reference.
  - G. Remove, without delay, any Participant from the clinical area (i) for violation of the terms of this Agreement or any Affiliating Agency or University policies, procedures or standards, or (ii) if a Participant causes disciplinary problems, is uncooperative with clinical instructors, Affiliating Agency staff or employees, or in any way jeopardizes or disrupts patient care, confidentiality, or Affiliating Agency operations, upon University becoming aware of any such event or upon request of Affiliating Agency.
  - H. Provide training to Participants, prior to commencement of the clinical training program at School, in the U.S. Occupational Safety and Health Administration guidelines on blood borne pathogens and the use of standard precautions, as well as the privacy rules set forth in the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA").

I. Instruct all Participants with regard to the confidentiality of patient and Affiliating Agency records, and with regard to the responsibility and authority of the medical, nursing, and administrative staff of Affiliating Agency over patient care and Affiliating Agency administration.

J. Verify that Participant is not presently excluded from any federal or state health care program or debarred, suspended, proposed for exclusion or debarment, or declared ineligible for an award by any governmental agency (federal, state, and/or local), including Medicare and/or Medicaid and other federal health care programs and provide certification of such verification (including a certification that the University hereby agrees to immediately notify Affiliating Agency of any Participant's threatened, proposed or actual sanctions, debarment, suspension or exclusion from any award by any governmental agency (federal, state, and/or local), including Medicare and/or Medicaid and other federal health care programs) to Affiliating Agency prior to making assignment of any Participant to Affiliating Agency. In the event that any such Participant is sanctioned, debarred, suspended or excluded from participation in any award by any governmental agency (federal, state, and/or local) during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that University is in breach of this paragraph, then this Agreement shall, as of the effective date of such sanction, debarment, suspension, exclusion or breach, automatically terminate. Affiliating Agency reserves the right to refuse the services, supervision or instruction of any individual provided by University who does not meet the foregoing qualifications.

K. Require Participants to use and enjoy Affiliating Agency's property and premises in an efficient, non-wasteful and professional manner.

L. Require Participants to maintain medical insurance during enrollment at School and to provide proof of such current medical insurance to School.

M. Require Participants to obtain, at Participants' own expense, a physical examination prior to acceptance into School's clinical training program.

N. Require Participants to provide to University, and University shall keep on file for each Participant, a personal medical history and proof of current immunity for the following:

[1] Measles/mumps/rubella ("MMR") (proof of immunity to measles (rubeola) and rubella may be shown by (i) immunization records, (ii) administration of a MMR vaccine booster, or (iii) proof of immunity by laboratory test (titer) to each; if the laboratory test shows that the Participant is not immune to either measles (rubeola) or rubella, the Participant shall have a MMR vaccine booster);

[2] Tetanus, diphtheria and pertussis (Tdap);

[3] Varicella (proof of immunity may be demonstrated by providing documentation of 2 Varivax injections or laboratory test (titer));

[4] Polio series;

[5] Hepatitis B (proof of vaccination or its refusal must be on file with University);

[6] Annual influenza vaccination (unless Participant can provide proof of contraindication, in which case Participant will follow Affiliating Agency policies for unvaccinated clinical care providers); and

[7] Negative tuberculin skin test performed annually prior to clinical experiences (positive reactor Participants will be required to follow Affiliating Agency's employee health policy).

University shall provide evidence of satisfaction of these requirements to School prior to any Participant providing any services or participating in an experience hereunder and at any other time immediately upon Affiliating Agency's request.

O. Require criminal background checks on all Participants and verify Participants are within the guidelines of Kentucky state laws prior to the Participant providing any services or participating in an experience hereunder and at such reasonable intervals as may be requested by Affiliating Agency. University shall provide the results of such criminal background checks to School prior to Students commencement in the clinical training program at School.

P. Notify the Affiliating Agency of any changes in any Participant, curriculum, or policy that may affect the educational experiences described herein or that materially change any information provided about any Participant hereunder.

Q. University represents and warrants that all instructors and faculty members who provide supervision or instruction on site at School are duly qualified by experience and licensure.

5. **Affiliating Agency and School Responsibilities.** Affiliating Agency will:

A. Serve as a clinical facility to which Students may be enrolled for clinical educational experiences. Under no circumstances shall School be obligated to accept a specific number of Students. The assignment and exact number of Students enrolled in School shall at all times be subject to School's discretion. School shall not be required to accept or grant such permission to any Participant previously employed by Affiliating Agency, or any of its affiliates, in any capacity, if such Participant's previous employment was terminated by Affiliating Agency, or any of its affiliates.

B. Provide staff time for planning with faculty for suitable Student experiences.

C. Have the right to refuse or to summarily terminate the participation of any Participant if the Participant violates the terms of this Agreement, School, Affiliating Agency or University policies, procedures, or standards, or causes disciplinary problems, is

uncooperative with clinical instructors, Affiliating Agency or School staff or employees, or in any way jeopardizes or disrupts patient care, confidentiality, or School or Affiliating Agency's operations.

D. Provide the Medical Technology Advisor at University a student progress report at the end of the fall and spring semesters. In addition, Affiliating Agency shall provide the University Registrar an official transcript at the completion of a Student's clinical training. Such transcript shall list the semester hours credit (32) and grade for each course.

6. **Duration and Review.**

This Agreement shall be effective from the Effective Date and shall be reviewed annually. Subject to revisions as are mutually agreeable at the time of annual review, the duration of this Agreement shall be continuous. Either party may terminate this Agreement, with or without cause, upon at least sixty (60) days prior written notice to the other party. Students participating in a clinical experience with School at the time of notice of termination shall be given the opportunity to complete the current term, such completion period not to exceed six (6) months.

7. **University Responsibility for Agents.**

University shall be solely responsible for any negligent act or omission committed by any Participant while the same is participating in an educational experience or otherwise providing services in connection with this Agreement at Affiliating Agency. University shall indemnify, defend and hold harmless the Affiliating Agency and its, affiliates, officers, employees, and agents from and against any and all losses, claims, actions, damages, suits, proceedings, judgments, liabilities and associated costs resulting from the acts or omissions of the University or any Participant.

8. **Applicable Law and Venue.**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Kentucky. Any action or claim arising from, under, or pursuant to this Agreement shall be brought in the courts, state or federal, within Daviess County in the Commonwealth of Kentucky, and the parties expressly waive the right to bring any legal action or claims in any other courts. The parties hereby consent to venue in any state or federal court within the Commonwealth of Kentucky having jurisdiction over Daviess County for all purposes in connection with any action or proceeding commenced between the parties hereto in connection with or arising from this Agreement.

9. **Entire Agreement.**

This Agreement, including all Exhibits hereto, constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter herein, including that certain Agreement between the parties dated \_\_\_\_\_. No change, addition or amendment of the Agreement shall be effective unless reduced to writing and signed by both parties. This Agreement may be

executed simultaneously in two or more counterparts (including by facsimile or other electronic means), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**[END OF TEXT; SIGNATURE PAGE FOLLOWS]**



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date:

**“Affiliating Agency”**

**“University”**

**Owensboro Health, Inc.**

**University of Southern Indiana**

By:  \_\_\_\_\_

By: \_\_\_\_\_

Name: John Hackbart

Name: \_\_\_\_\_

Title: CFO

Title: \_\_\_\_\_

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Exhibit A



**PATIENT CONFIDENTIALITY STATEMENT**

Federal and state laws and regulations require Owensboro Health, Inc. ("**OHI**") to protect patient information, to train its workforce (including students and volunteers) about patient confidentiality, and to require its vendors and contracted laborers to agree to certain restrictions on the use and disclosure of patient information. While these laws and regulations cover all patients (even those who have died), there are specific restrictions on information related to AIDS/HIV status, mental health, chemical dependency, and alcoholism.

Using patient information improperly or disclosing patient information (releasing it to persons or entities outside of OHI) improperly might result in criminal charges for, among other things, identity theft or fraud, as well as for violations of the Health Insurance Portability and Accountability Act ("**HIPAA**") or the Federal Law on Confidentiality of Substance Abuse Patient Records and the regulations relating to these statutes. Such improper use and/or disclosure may take any communicative or transmissive form, including but not limited to oral/verbal/spoken, written, signaled, photographic, or electronic communication/transmission of any kind, including but not limited to e-mail, text messaging, paging, social networking sites, blogs and any other internet posting and/or electronic storage media. Persons convicted of a criminal charge relating to misuse or improper disclosure of patient information face monetary penalties or imprisonment, and may be required to compensate the victim.

Using patient information improperly or disclosing patient information improperly may also result in a lawsuit alleging, among other things, invasion of privacy, defamation (harming the reputation), libel, or slander. Such improper use and/or disclosure may take any communicative or transmissive form, including but not limited to oral/verbal/spoken, written, signaled, photographic, or electronic communication/transmission of any kind, including but not limited to e-mail, text messaging, paging, social networking sites, blogs and any other internet posting and/or electronic storage media.

In addition to the legal concerns surrounding the misuse or inappropriate disclosure of patient information, the core commitments of OHI require that all patients be treated with respect, and have their privacy protected in accordance with applicable laws and with OHI policies. All employees, students, vendors, volunteers, and contracted laborers are therefore held accountable for the observation of applicable laws and OHI policies concerning patient information (including account information). Each employee, student, vendor, volunteer, and contracted laborer is expected to maintain the confidentiality of patient information even after his/her relationship with OHI ends.

Breach of confidentiality is defined as unauthorized use, discussion or release of confidential information regarding patients, their identity, and/or their medical or financial records (hard copy and computer). This includes unauthorized retrieval of records on the computer, checking labs or other data without a need to do so, and conversations or discussions that may be overheard by unauthorized persons. Such improper use and/or disclosure may also take any other communicative or transmissive form, including but not limited to oral/verbal/spoken, written, signaled, photographic, or electronic communication/ transmission of any kind, including but not limited to e-mail, text messaging, paging, social networking sites, blogs and any other internet posting and/or electronic storage media.

Breach of confidentiality is considered a major offense at OHI. A breach of confidentiality justifies immediate termination of employee/student/vendor/volunteer/ contracted laborer status without regard to the employee's/student's/vendor's/volunteer's/ contracted laborer's length of service or prior record or conduct.

By signing below, I certify that I understand the importance of maintaining patient confidentiality and that I agree to abide by the privacy and security policies and procedures adopted by OHI. I further certify that I have received training on HIPAA's privacy and security rules. I understand that I may be subject to immediate termination for breach of patient confidentiality if I am an employee of OHI, or to have my status as a student, volunteer, vendor, or contracted laborer terminated immediately if I am a student, volunteer, vendor, or contracted laborer.

By signing this Statement, the undersigned agrees to be bound by the terms hereof and acknowledges his/her understanding that any breach of this Statement shall subject the undersigned to legal action by Owensboro Health, Inc. including a claim for recovery of all losses, damages, claims, and expenses (including reasonable attorneys' fees) relating to breach of this Statement.

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

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**Exhibit B**

**STATEMENT OF UNDERSTANDING**

Student Name:	
University:	University of Southern Indiana
Program:	Medical Technology Program

**As a student of this Program, I agree to the following:**

1. The Program requires a period of assigned, guided clinical experiences in Affiliating Agency's appropriate clinical facility(ies) in the community.
2. I will become familiar with Affiliating Agency and its policies and procedures prior to commencement of my experiences in the clinical facility(ies).
3. I will complete an orientation to, and comply with, standards of conduct, rules, regulations, policies and procedures established by Affiliating Agency. In addition, I will complete the general orientation and training (including training on bloodborne pathogens, fire safety, confidentiality, abuse/neglect and operating room orientation (if applicable)) provided by Affiliating Agency and I will satisfy all requirements and testing, if any, reasonably requested by Affiliating Agency.
4. These clinical experiences are assigned by the instructor for their educational value and thus no payment (wages) will be earned or expected. I shall not be considered an employee of Affiliating Agency. I shall not represent nor hold myself out as being employed by Affiliating Agency. I shall have no claim under this Agreement or otherwise against Affiliating Agency for compensation (hourly or salary), workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other benefits.
5. I understand the educational experiences and knowledge gained during the Program do not entitle me to employment or any position whatsoever, or preference for employment or any position whatsoever, with Affiliating Agency.
6. It is understood that I will be a student within the clinical facilities and will conduct myself accordingly. I will wear appropriate attire, including personal protective equipment and identification, and conform to the standards and practices established by Affiliating Agency for health professionals.
7. I will ensure that at all times I remain under the direct physical supervision of the appropriate party designated by Affiliating Agency to provide such supervision over me in connection with my training.
8. I will immediately notify Affiliating Agency of any illness, emergency or other cause giving rise to an unexpected absence from the training, clinical, educational or observational experience, as applicable.

9. I will use and enjoy Affiliating Agency's property and premises in an efficient, non-wasteful and professional manner.
10. I will ensure that University has on file my personal medical history, proof of current immunity to measles/rubella, and a tuberculin skin test performed within the fourteen (14) days immediately preceding the commencement of my clinical experience at Affiliating Agency. Proof of immunity to measles (rubeola)/rubella may be shown by (1) immunization records, (2) administration of a measles/mumps, rubella (MMR) vaccine booster, or (3) proof of immunity by laboratory test (titer) to each. If the laboratory test shows that I am not immune to either measles (rubeola) or rubella, I will have an MMR vaccine booster. I will ensure that proof of hepatitis B vaccination or its refusal will be on file with University. I will also have current immunity to tetanus/diphtheria, Varicella and polio series, and record of the same will be on file with University. I will provide proof of an annual influenza vaccination. All such immunization and related health screenings shall be at my own expense (if applicable). I will provide evidence of satisfaction of these requirements to Affiliating Agency upon request.
11. I agree, at my own expense (if applicable), to obtain all additional health screenings, immunizations, criminal and/or professional background checks, and drug screenings as required by Affiliating Agency.
12. I have been provided a copy of, read, and agree to adhere to University's policies, rules, and regulations related to University's clinical program(s).
13. I understand that information regarding a patient or former patient is confidential and may be used only for clinical purposes within an educational setting according to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
14. I understand that I am liable for my own medical and hospitalization expenses.
15. I understand that I will be accountable for my own actions; therefore, I will carry a minimum \$1,000,000/\$3,000,000 professional liability insurance during my clinical experience at Affiliating Agency or any of its affiliates.
16. I will not discriminate on the basis of race, color, religion, national origin, marital status, disability, gender, sexual orientation, age, or political affiliation
17. I will complete the same training offered by Affiliating Agency to its employees regarding the privacy and security of health information, and will abide by all of Affiliating Agency's policies and procedures relating to the privacy and security of health information. In that regard, all business, financial, legal, medical, and personal information disclosed by Affiliating Agency, either intentionally or unintentionally, to me in connection with this Agreement shall be held in strict confidence and shall not be disclosed by me without the prior written consent of Affiliating Agency. I shall comply with all patient confidentiality laws, including those imposed by HIPAA. I agree to take extraordinary precautions to prevent the misuse or disclosure of such confidential information. During the term and after

termination of this Agreement, I shall not use any information gained as a result of this Agreement to the competitive disadvantage of, or in any other way detrimental to Affiliating Agency, its affiliates or its patients.

18. I certify that I have never been terminated from employment with Affiliating Agency, or any affiliate thereof, at any time prior to the date below.
19. I will immediately notify the Affiliating Agency of any changes in any information that I have provided to Affiliating Agency or University.
20. I understand any action on my part inconsistent with the above understandings may result in suspension or termination of training. I understand that Affiliating Agency has the right to refuse or summarily terminate my participation in the Program at Affiliating Agency's facility(ies).

**I have read and understand each term above, and agree to abide by this statement of understanding.**

To be signed by legal guardian if applicant is a minor.

Student Printed Name:	
Student Signature:	
Date:	

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