

**LECOM Medical College
Early Acceptance Program**

Provided through an
AFFILIATION AGREEMENT

between

**Harrisburg University of Science and
Technology**

Harrisburg, PA

AND

**LAKE ERIE COLLEGE OF
OSTEOPATHIC MEDICINE**

Erie, PA

**LECOM Medical College
Early Acceptance Program
AFFILIATION AGREEMENT
With
Harrisburg University of Science and Technology
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LECOM Medical College
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AFFILIATION AGREEMENT
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Harrisburg University of Science and Technology

1. Article I: Introduction

- 1.1 Parties.** This Affiliation Agreement (Agreement) is made by and between Harrisburg University of Science and Technology (HU) located at 326 Market Street, Harrisburg, PA 17101 and the Lake Erie College of Osteopathic Medicine (LECOM) located at 1858 West Grandview Blvd., Erie, Pennsylvania 16509.
- 1.2 Relationship of Parties.** The relationship between the parties to this Agreement and to each other is that of independent contractors. In performance of services, duties and obligations under this Agreement, LECOM and HU shall be, and at all times are acting and performing as independent contractors and nothing contained herein is intended to, nor will it create the relationship of partnership, joint venture, agency, or employment between LECOM and HU, or their respective officers, trustees, directors, servants, employees or staff.
- 1.3 Purpose.** The purpose of the Agreement is to establish an affiliation between the institutions whereby the parties will define the criteria for HU students to become eligible for early acceptance into LECOM's College of Medicine; leading to the Doctor of Osteopathic Medicine degree, D.O.
- 1.4 Consideration.** The parties execute this Agreement in consideration of their mutual objective to establish an Early Acceptance Program (EAP) and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties.
- 1.5 Early Acceptance Program.** This Agreement establishes an EAP pursuant to which HU undergraduate students are enrolled simultaneously by HU and by LECOM as participants in the EAP. The EAP is designed to facilitate the admission of HU students into LECOM's Doctor of Osteopathic Medicine program. LECOM will interview students prior to their enrollment at HU or within the first two years of study at HU. Students interviewing successfully will be offered a provisional acceptance to LECOM's Doctor of Osteopathic Medicine program. Upon meeting the criteria for final acceptance, they will matriculate at the LECOM campus of their choice; dependent upon space availability.

Because this is a demanding professional program, the requirements listed for acceptance have been established to demonstrate that the student is capable of handling the rigorous course load.

1.6 Representatives. Each party shall designate a representative responsible for expediting and directing applications and admissions to the EAP.

1.6.1 HU designates HU's Health Professions Advisory Committee or Richard Jackson, MD to be its representative (the Representative) to the EAP. The Representative may be changed by HU in its sole discretion.

1.6.2 LECOM designates John Wojtkielewicz or the Office of Student Affairs to be its representative to the EAP.

1.6.3 In the event a party changes representatives, it shall notify the other of the change in writing as soon as practical.

2. Article II: Program Considerations

2.1 Phases. The EAP is comprised of two phases. Phase I is defined as the years of undergraduate education while at HU. Phase II consists of the medical school education while at LECOM and its associated clinical training sites.

2.2 Control of Academic Programs. Each party controls its respective academic programs. Nothing contained in this Agreement or any subsequent formal agreement is, or intended to be, delegation of that control. Each party has sole authority over all final decisions regarding its program structure, delivery method, and course content; selection, retention, supervision, credentialing, evaluation, and termination of faculty; its admission, registration, discipline, termination, and assessment of students; its calculation and award of prior learning credit; evaluation of student progress; and the awarding and recording of credit independently including the issuance of any degrees.

2.3 Enrollment. All applicants who have met HU entrance requirements, who will be or are currently full time students at HU and meet or exceed the minimum Admissions Criteria listed in the LESPM, are eligible to enroll in Phase I of the EAP.

2.3.1 Exceptions. The following exceptions apply:

2.3.1.1 They must be U.S. citizens or lawful permanent residents; and

2.3.1.2 They may not have already earned a four-year undergraduate degree.

2.3.2 Application to enroll in the EAP may occur prior to matriculation at HU; i.e., as a high school senior, or after matriculation at HU. Application to the EAP is initiated by an inquiry through a link on the LECOM portal (<http://portal.lecom.edu>).

- 2.3.3 HU may establish its own supplemental application to determine participation in the LECOM EAP.
- 2.3.4 An applicant is considered to be officially enrolled in the EAP as of the date shown on the provisional letter of acceptance.
- 2.3.5 HU retains the right to dismiss students from the EAP for academic or disciplinary reasons, in accordance with HU guidelines.
- 2.4 **Number of Students Accepted.** Each academic year, a maximum of five (5) students will be accepted by LECOM into Phase II from HU's EAP.
- 2.4.1 To allow for attrition from the time of EAP enrollment until LECOM matriculation, up to 10 HU students with the same year of LECOM matriculation may be enrolled in Phase I of the EAP. Should more than five of the 10 enrolled students meet the final acceptance criteria, LECOM will permit them to matriculate.
- 2.4.2 HU and LECOM reserve the right to limit the number of students enrolled in this EAP.
- 2.4.3 LECOM reserves the right to amend this agreement to either increase or decrease the number of students accepted for LECOM matriculation each academic year.
- 2.4.4 LECOM will notify HU of its intent to change the number of students accepted for LECOM matriculation each academic year from HU at least 12 months prior to making the change.
- 2.4.4.1 The decision to increase the number of EAP students accepted for LECOM matriculation will be based upon seat availability at LECOM and a demonstrated need by HU to ensure that more students may advance to Phase II of the EAP.
- 2.4.4.2 A decrease in the number of EAP students accepted for LECOM matriculation will be based upon seat availability at LECOM. LECOM shall make such determination, and inform HU thereof, not less than sixty (60) days prior to the applicable deadline for students to apply to this EAP and any such decrease shall be effective solely with respect to academic years following the year in which such students would be eligible for Phase II.
- 2.5 **HU / LECOM Responsibility.** Consultation and communication on program evaluations and student progress should be maintained by the Representative and by LECOM's Office of Student Affairs.
- 2.5.1 LECOM will provide the Representative and HU's Admissions office with a copy of the LECOM EAP Student Policy Manual (LESPM) prior to the start of a new EAP interview cycle.

- 2.5.2** At the EAP interview, LECOM will provide each applicant with a copy of the LESPM.
- 2.5.3** LECOM will provide the Representative and Admissions office with the name and contact information of any high school applicant that has completed an EAP inquiry and listed HU as a school to which they may apply.
 - 2.5.3.1** LECOM will notify HU whenever a change of the applicant's EAP application status occurs.
- 2.5.4** LECOM will provide the Representative with the EAP interview status of all HU students who have applied to enroll in the EAP within two weeks of their interview.
- 2.5.5** All interviews will be conducted by LECOM and must be in-person; either on a LECOM campus or at an off campus location designated by LECOM. Videoconferencing and phone interviews are not acceptable. No additional interview will be required prior to entering Phase II.
- 2.5.6** Following the successful LECOM interview, HU must approve the Phase I participation of each applicant that will matriculate or is matriculated at HU.
- 2.5.7** LECOM will provide The Representative with a copy of the student's provisional letter of acceptance and signed Record Release Form.
- 2.5.8** LECOM will conditionally reserve a seat for all HU students with a provisional letter of acceptance.
- 2.5.9** LECOM will provide The Representative and each student enrolled in the EAP at HU with a copy of the LESPM.
- 2.5.10** The Representative will provide counseling to students and evaluate each enrolled student's performance in accordance with the requirements as stated herein and in the LESPM.
 - 2.5.10.1** Subject to FERPA guidelines, the Representative will notify LECOM if a student has been subject to any academic or disciplinary action taken by HU.
- 2.5.11** LECOM will calculate and review the Cumulative Overall GPA and the Cumulative Science GPA in February and July of each year.
- 2.5.12** While HU and LECOM will exercise reasonable care and diligence in the advisement of students concerning requirements for admission to Phase I or Phase II, failure of a student to comply with any of the requirements for admission to Phase I or Phase II shall not be deemed a breach of this Agreement by HU or LECOM and HU or LECOM shall have no liability as a result of a student's failure to comply with such requirements.

2.5.13 LECOM will advise the Representative if a HU student is in danger of being removed from the EAP for any reason and consult with HU prior to removing such HU student; provided however, that LECOM shall retain final discretion to remove any such student from the EAP.

2.5.14 HU will provide a LECOM recruiter with the opportunity to meet with enrolled and non-enrolled students to discuss LECOM's programs.

2.5.15 LECOM will provide HU Admissions and the Representative with literature supporting the EAP and, if requested, one visit to the HU campus per year by a LECOM representative.

2.6 **Annual Reviews.** An annual review of the EAP will be conducted jointly by the parties to this Agreement. This review will include:

2.6.1 A review of enrolled students' performance and progress;

2.6.2 A review of any changes to acceptance requirements; and

2.6.3 A review of other changes to the Agreement.

2.6.4 Each party shall bear their own costs incurred in connection with such review.

3. Article III: Degree Awarded

3.1 **Baccalaureate Degree for the EAP.** HU will award students enrolled in the EAP a Bachelor of Science (B.S.) degree in integrative sciences upon their completing the degree requirements as outlined in the HU catalog. Upon receipt of such degree, students shall no longer be considered students of HU.

3.2 **Doctor of Osteopathic Medicine Degree.** Students will be awarded the degree of Doctor of Osteopathic Medicine by LECOM after successful completion of the medical curriculum, successfully passing COMLEX-1, COMLEX-2 CE and COMLEX-2 PE of the National Board of Osteopathic Medical Examiners, and otherwise satisfying all requirements as identified by LECOM for graduation.

4. Article IV: General Considerations

4.1 **Non-Exclusive.** This Agreement is not exclusive, and the parties are free to contract with other institutions in a similar manner.

4.2 **Publicity.** HU and LECOM may feature the EAP in their respective catalogues and admission activities, and may refer to the Program in their career counseling of students interested in Osteopathic Medicine, provided that any publicity shall be approved in writing by the parties prior to its use. Neither party shall make use of the other party's trademarks, trade names and service marks without the other party's prior written consent.

- 4.3 Nondiscrimination/Anti-Harassment Clause.** During the term of this Agreement, the Parties agree as follows:
- 4.3.1** To continue their respective policies of nondiscrimination per Title VI of the Civil Rights Act of 1964, Title IX of the Educational Amendments Act of 1972, and all other applicable local, state and federal laws, including, but not limited to, Title III of the Americans with Disabilities Act; and
 - 4.3.2** To establish and maintain a written anti-harassment policy and inform their students and employees of the policy. The policy must contain a notice that harassment of any kind will not be tolerated and employees, students or others who engage in such conduct it will be disciplined or sanctioned.
- 4.4 Amendment of Requirements.** From time to time, HU may amend the requirements for the Bachelor of Science (B.S.) degree and LECOM may amend the requirements for admission to the Doctor of Osteopathic Medicine Program.
- 4.4.1** Amendments to LECOM's admission requirements resulting from changes made by the LECOM's accreditation agencies will become effective in accordance with the dates specified by the agency making the change. The specified changes will apply to all students currently enrolled in the EAP and to all applicants to the EAP; provided, however, that any students currently enrolled in the EAP shall have all deadlines extended by a reasonable period of time permitting such students to satisfy such changes.
 - 4.4.2** Students currently enrolled in the EAP and those enrolling within 12 months from the effective date of an amendment to LECOM's admission requirements will be exempt from the amendment to LECOM's admission requirements, except those covered by line 4.3.1. The new requirements will apply to all other students and applicants. If a LECOM admission requirement is reduced or removed by an amendment, the change will immediately apply to all currently enrolled students and new enrollees.
 - 4.4.3** Any amendments made to the pre-medical program requirements at HU affecting an enrolled student must comply with LECOM's minimum requirements as listed in the LESPM.
 - 4.4.4** In the event that such amendment(s) may occur, the amending party shall notify the other of any change(s) prior to January 1st of the academic year in which the change(s) first apply.
- 4.5 Term of Agreement.** This Agreement shall commence upon being signed by both parties and shall continue for a period of five years upon which time, if mutually agreeable, the parties will execute an updated Agreement

- 4.6 Termination of Agreement.** HU or LECOM may terminate this Agreement for any reason with ninety (90) days written notice, which shall be given by Registered or Certified Mail service or by nationally recognized overnight delivery service upon the party's principal business address and directed to the attention of the President of the appropriate institution. Either party may terminate this Agreement immediately by written notice to the other Party upon the occurrence of any of the following events involving the non-terminating Party:
- 4.6.1** Bankruptcy, receivership or dissolution of the Party;
 - 4.6.2** The Party losing its ability to transact business;
 - 4.6.3** Refusal by the Party to abide by the law, regulatory requirements or a material term or obligation set forth in this Agreement;
 - 4.6.4** Loss of accreditation;
 - 4.6.5** The notification from a federal, state or accrediting body that the LECOM's Doctor of Osteopathic Medicine program does not comply with applicable standards.
 - 4.6.6** Each Party is obligated to provide the other Party with written notice, within five days of knowledge or notice of 4.5.1, 4.5.2, 4.5.3, 4.5.4, 4.5.5.
 - 4.6.7** In the event of notice described in 4.5.6 and or termination, described in 4.5, the Parties to this Agreement will meet and will confer and cooperate in good faith to ensure that all necessary and appropriate notices are provided to Students, will honor commitments to any student currently enrolled in the EAP provided they remain in good academic standing under the program.
- 4.7 Mutual Indemnification.** Each Party agrees to indemnify, defend and hold harmless the other Party and its officers, directors, employees, trustees, agents and representatives from all costs, losses, damages, liabilities, expenses, demands and judgments, including court costs and reasonable attorney's fees, to the extent that the same arises out of or results from the acts or omissions of the indemnifying Party. All indemnity obligations shall survive any end to this Agreement. Without limiting the foregoing, LECOM expressly agrees to indemnify defend and hold harmless HU and its officers, directors, employees, trustees, agents and representatives from all Claims arising from LECOM's acceptance, enrollment, or ongoing matriculation decisions (e.g., removing a HU student from EAP or failing to enroll a student in or accept into Phase II any HU student enrolled in the EAP).
- 4.8 Liability.** Neither LECOM nor HU assumes any liabilities to each other. As to liability for damage, injuries or death to persons, or damages to property, HU and LECOM do not waive any defense as a result of entering into this Agreement. This provision shall not be construed to limit either party's rights, obligations, liabilities, claims or defenses that arise as a matter of law pursuant to any provisions of this Agreement.

4.9 Modifications. The terms of this Agreement may not be modified unless a modification is agreed to by both parties, in writing.

4.10 Confidentiality. The parties acknowledge that, during the term and in the course of performing their obligations hereunder, each party may receive or become exposed to confidential information of the other party and the other party's students, alumni, faculty, and staff. Confidential information shall include without limitation, all information provided by one party to the other, whether intentionally, unintentionally, directly or indirectly, relating to any student, former student, alumni or other person affiliated, or previously affiliated with the disclosing party (including, but not limited to, names, addresses, phone numbers, social security numbers, or any and all other personally identifiable information).

Each party acknowledges and agrees that the other party's confidential information shall remain the exclusive property of the other party. Neither party shall use or permit any other entity to use the confidential information for any purpose other than as required to perform its obligations under this Agreement. Neither party shall disclose any confidential information to any third party, except as expressly permitted under this Agreement or by applicable law. Confidential information shall only be used for the sole purposes defined in this Agreement, and any other use shall be deemed to be a material breach of this Agreement and, in addition to all other remedies available hereunder, the non-breaching party shall be entitled to seek injunctive relief to prevent any use of confidential information not wholly consistent with the uses specified in this Agreement. In performing its duties hereunder, each party shall fully comply with all of the requirements of the Family Educational Rights and Privacy Act (FERPA), the regulations promulgated there under and all other applicable federal, state and local law.

4.11 Privacy. Both parties acknowledge that they will obtain contact information for students being considered for, or enrolled in, the program. Both parties agree that the exclusive use of any student information is to fulfill their respective obligations under this Agreement and further agrees not to release any information in the student profile to any third party. To the extent either party is in possession of any student record or information, such record or information shall be handled in accordance with all applicable Federal, State and local laws including but not limited to the Family Educational Rights and Privacy Act (FERPA).

4.12 No Third Party Beneficiary. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

- 4.13 Compliance with Law.** Each party shall comply with all applicable laws, regulations or ordinances and maintain in effect all of the licenses, permission, authorizations, consents and permits that it needs to carry out its obligations under this agreement.
- 4.14 Severability.** If any provision of this Agreement shall be declared by a court of competent jurisdiction to be invalid, or the parties determine any provision to conflict with any applicable federal, state or local law or regulation, then the remaining provisions of this Agreement shall be unaffected and shall remain in full force and effect.
- 4.15 Waiver.** The waiver of a breach of any of the terms of this Agreement shall not be deemed a waiver of any subsequent breach or default whether of the same or similar nature and shall not in any way affect the other terms. No waiver shall be valid or binding unless in writing and signed by the parties.
- 4.16 Notice.** Any notice provided for or permitted under this Agreement shall be treated as having been given the next business day after being sent by nationally recognized commercial overnight courier or three business days after being postage prepaid by certified or registered mail, return receipt requested, to the party to be notified or upon receipt if delivered in person. Notices will be sent to the addresses set forth in this Agreement or such other address as may be provided from time to time.

LECOM: Lake Erie College of Osteopathic Medicine
1858 W. Grandview Blvd.
Erie, PA 16509
Attn: John Wojtkielewicz

HU: Harrisburg University of Science and Technology
326 Market Street
Harrisburg, PA 17110
Attn: Dr. Beverly Magda, Associate Provost
cc: Office of General Counsel


- 4.17 Entire Agreement.** This Agreement constitutes the entire Agreement between the parties and supersedes all prior communications, agreements and understandings, written or oral, with respect to the subject matter of this Agreement.

[Signature Page Follows]


**LECOM Medical School
Early Acceptance Program**

**AFFILIATION AGREEMENT
with
Harrisburg University of Science and Technology**


The Affiliation Agreement, as presented in the preceding pages of this document, will become effective when all parties listed below have signed the Agreement.

 12/20/2019


Silvia M. Ferretti, D.O. Date
Provost, Senior Vice-President
and Dean of Academic Affairs
Lake Erie College of
Osteopathic Medicine

 1/21/20

Bilita Mattes, D.Ed. Date
Provost and Chief Academic Officer
Harrisburg University of Science and
Technology

 12/20/19

John M. Ferretti, D.O. Date
President
Lake Erie College of
Osteopathic Medicine

 1.27.20

Eric Darr, Ph.D. Date
President
Harrisburg University of Science and
Technology

