

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (“Agreement”) is made and entered into as of February 1, 2011 by and between DREXEL UNIVERSITY for its COLLEGE OF NURSING AND HEALTH PROFESSIONS (“DREXEL”) and Warren County School District (the “**DISTRICT**”).

WHEREAS, DREXEL maintains educational programs in the College of Nursing and Health Professions and is seeking additional training opportunities for its students (the “Students”) in a facility such as your **facility**; and

WHEREAS, both Parties desire to maintain and improve their existing standards of health care delivery and education by participating in a clinical education program (the “Program[s]”); and

WHEREAS, both Parties desire to establish and maintain a working relationship in order to assure maximum utilization of clinical services and facilities; and

WHEREAS, it is to the mutual interest and advantage of the Parties to enter into this Agreement in order that the Students involved be given the opportunity and benefit of receiving clinical training; and

WHEREAS, both Parties are mutually desirous of cooperating in the manner set forth in this Agreement and in the Exhibit(s) which are attached hereto and incorporated by reference herein;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement and Exhibit(s), and intending to be legally bound hereby, it is agreed by both Parties as follows:

A. CLINICAL EDUCATION PROGRAM

1. It is agreed by both Parties that specific details for each Program and other specific duties and obligations of the Parties in addition to those set forth in this Agreement will be established through follow up agreements in the form attached as Exhibit A and B of this Agreement (“Exhibit(s)”), which include but are not limited to: the name and description of the Program, the activities DREXEL Students will participate in at the DISTRICT, the number of DREXEL Students participating in the Program, the required number of contact hours at the DISTRICT, the names of the DREXEL and the DISTRICT Clinical Coordinators, the specific Student evaluation procedure to be followed, and specific Program accreditation standards.
2. It is agreed that before this Agreement is to become effective, authorized representatives of both Parties must sign the Exhibit(s). The Exhibit(s) must be revised or modified by written amendment to reflect any and all changes in the Program(s) and/or changes in the specific duties and obligations of the Parties. All amendments to the Exhibit(s) must be made in writing and signed by authorized representatives of both **Parties in accordance with section D.19 of this Agreement**.
3. Any and all Exhibit(s) to this Agreement are to be read and interpreted in a manner consistent with this Agreement.

B. RESPONSIBILITIES OF DREXEL

1. DREXEL will assign to the DISTRICT Students who possess a satisfactory record and who have met the minimum requirements established by DREXEL for the Program. DREXEL instructors will collaborate with the DISTRICT personnel in the determination of appropriate clinical assignments and Student distribution.

2. DREXEL will **maintain responsibility** for didactic instruction, academic evaluation and related academic matters concerning Student participation in the Program.
3. Where necessary and appropriate for the Program(s), and/or required for accreditation purposes, DREXEL will provide sufficient numbers of qualified instructors, subject to the approval of the **DISTRICT's Superintendent**. DREXEL shall be responsible for the training of such instructors and for acquainting them with the DISTRICT'S policies and practices regarding clinical instruction.
4. Where deemed appropriate by DREXEL, required for accreditation purposes, or upon the DISTRICT's request, DREXEL will provide to the DISTRICT information relevant to the Student's clinical affiliation including but not limited to, previous clinical experience, and special interests.
5. DREXEL will offer to the DISTRICT staff the opportunity to attend workshops and clinical education seminars relative to the Program that DREXEL may from time to time conduct.
6. DREXEL agrees to provide and maintain professional liability insurance coverage for each Student and employee participating in the required curriculum activities of the Program(s) at the DISTRICT. **Prior to the execution of this Agreement, DREXEL will provide the DISTRICT with a certificate evidencing such coverage.**
7. DREXEL shall indemnify and hold harmless the DISTRICT, including, without limitation, the DISTRICT's agents, directors, officers, employees, invitees, or guests, and any of the DISTRICT's other contractors, from and against all claims, losses, costs, damages and expenses (including reasonable attorneys fees) relating to injury to or death of any person or damage to real or personal property whether the above result from or arise in connection with (i) any breach by DREXEL or its Students of any provision hereof, or (ii) any negligent act or omission by DREXEL or its Students including, without limitation, DREXEL agents, directors, officers, employees, invitees, or guests, or any other parties contracted for the matters herein considered. The obligations of this paragraph shall survive the termination of the Agreement **and shall cover all claims, regardless of when a claim is asserted.**
8. **DREXEL agrees to provide proof of compliance with the Act 33, Act 34, and Act 114 requirements for all its employees, agents, or Students that will have direct contact with students of the DISTRICT. No employee, agent, or Student of DREXEL shall be permitted to have direct contact with students of the DISTRICT until proof of said compliance is provided to the DISTRICT.**

C. DISTRICT RESPONSIBILITIES

1. The DISTRICT agrees to provide to DREXEL a current list, upon request, of all DISTRICT personnel who will participate in the Students' clinical education Program. All DISTRICT personnel providing Program instruction must be appropriately certified, licensed or registered as required by law, regulation and/or accreditation standards.
2. The DISTRICT personnel shall provide clinical direction and supervision (unless provided by DREXEL instructors in accordance with the attached Exhibits) to the Students participating in the clinical education program. The DISTRICT personnel shall make all decisions regarding patient care; in the event of a difference of opinion concerning the care of a patient, the decision of the DISTRICT personnel shall prevail and control all parties involved.

3. The DISTRICT shall provide to Students all rules and regulations of the DISTRICT and the applicable DISTRICT department.
4. The DISTRICT will notify DREXEL immediately of any situation or problem which threatens a Student's successful completion of the Program.
5. The DISTRICT will assist any Student requiring emergency medical care in the case of injury or illness during the affiliation. The cost for such treatment shall be borne by the Student and/or the Student's medical insurance. **Proof of each Student's medical insurance shall be furnished to the DISTRICT prior to the execution of this Agreement.**
6. When required for accreditation and/or upon DREXEL request, the DISTRICT will provide DREXEL with Program information, reports or other data.
7. The DISTRICT shall maintain the confidentiality of all Student records produced by it or furnished to it by DREXEL, and will not disclose information except as DREXEL may request for its own use or as the Student may direct.
8. The DISTRICT shall indemnify and hold harmless DREXEL, including, without limitation, DREXEL agents, directors, officers, employees, contractors, invitees, or guests, from and against all claims, losses, costs, damages, and expenses (including reasonable attorneys fees) relating to injury to or death of any person or damage to real or personal property whether the above result from or arise in connection with (i) any breach by the DISTRICT of any provision hereof, or (ii) any negligent act or omission by the DISTRICT including without limitation, the DISTRICT's agents, directors, officers, employees, invitees, or guests, or any other parties contracted for the matters herein considered. The obligations of this Section shall survive the termination of the Agreement **and shall cover all claims, regardless of when a claim is asserted.**
9. The DISTRICT shall maintain appropriate professional liability insurance for itself and its employees and provide a certificate evidencing its coverage to DREXEL upon request.

D. MUTUAL RESPONSIBILITIES/GENERAL PROVISIONS

1. DREXEL instructors and the DISTRICT personnel shall consult periodically to review Student progress and to review the Program in general.
2. Upon recommendation of the DISTRICT, DREXEL agrees to withdraw from the **Program any** Student who does not abide by the DISTRICT's rules and regulations or who for other reasons is **unsatisfactory in the determination of the DISTRICT.** **Questions concerning** a Student's removal from the DISTRICT will be resolved by joint conference between DREXEL and the DISTRICT representatives.
3. All rules and regulations of the DISTRICT shall apply to Students during their participation in the Program. DREXEL shall advise Students of this requirement.
4. DREXEL shall have on record the results of a complete physical examination of each Student assigned to the DISTRICT. In addition DREXEL shall maintain a medical history of each Student containing the following information:
 - a) History of, or appropriate immunization against:
 - 1) Measles - initial immunization, and if born after 1957 a booster
 - 2) Mumps - initial immunization
 - 3) Rubella - initial immunization

- b) The results of a tuberculin test which has been performed within the last year. Students must be tested for tuberculosis on an annual basis; Students who are exposed to high-risk patients must be tested every six months. In the case of any Student whose test shows a positive reaction DREXEL must have documented proof of a previous positive reaction or documentation of completion of adequate preventive therapy or adequate treatment for active disease.
- c) Any history of Hepatitis B, and existence of a carrier state. DREXEL shall also have on file information as to whether Student has received Heptavax B vaccine or has been offered the vaccine and declined.
- d) History of chicken pox.

DREXEL shall make any health records of Students assigned to the DISTRICT available to the DISTRICT upon request. The release of any Student records shall be governed by and in accordance with any applicable local, state or federal regulations governing such information and rights of individual confidentiality.

- 5. Students may use the DISTRICT's dining facilities. However, Students are responsible for payment of their own meals.
- 6. Students may have access to the DISTRICT's library during its normal hours of operation.
- 7. Students may not have access to the DISTRICT's clinical facilities for other than Program instruction, unless permission has been obtained from appropriate DISTRICT personnel and DISTRICT supervision is present.
- 8. DREXEL is in compliance with applicable local state and federal laws and regulations, will not discriminate on the basis of race, religion, color, sex, age, national origin, handicap, sexual preference, disabled or Vietnam era veteran status or financial status in admission or access to, or treatment or employment in, its programs and activities.
- 9. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance and illegal use/abuse of alcohol is **prohibited and** actions will be taken against Students for violation of such prohibition. Students will be required to abide by the terms of this policy while participating in programs or activities at the DISTRICT. DREXEL shall notify each of its Students who is assigned to the DISTRICT of his or her obligation to abide by this policy
- 10. **The term of this Agreement shall be for a one-year period from the Effective Date above.**
- 11. This Agreement may be terminated by either Party giving written notice to the other Party at least 90 days prior to the effective date of such termination.
- 12. This Agreement may be terminated by either Party at any time if the other Party defaults in any material obligation, but only if such default shall have continued for a period of ten (10) days after receipt of written notice thereof by the other Party.
- 13. In the event of the termination of the Agreement as provided for in **sections D.10, 11 & 12 of this Agreement**, students who are participating in the clinical education program at the time of such termination shall be permitted to complete the clinical experience, **unless the DISTRICT has determined that the Student or Students should be withdrawn from the Program in accordance with Section D.2 of this Agreement.**

14. DREXEL and the DISTRICT hereby agree that if the value or cost of services rendered by either Party under this Agreement is equal to or more than \$10,000 for any twelve (12) month period, both Parties agree to allow the Comptroller General of the United States (CG), the Secretary of the Department of Health and Human Services (DHHS), and their duly authorized representatives access to their agreements, books, documents, and records until the expiration of four years after the services are furnished under this Agreement. The access must be provided for in accordance with Subpart D, 42 C.F.R. 420, *et seq.* (47 Federal Register 58267, Thursday, December 30, 1982). Similar access must be provided to CG and DHHS and their duly authorized representatives to all agreements, books documents and records between both Parties and any sub-vendor or subcontractor or any organization related or pertaining to either Party for work performed under this Agreement.
15. The Parties agree that they conduct completely separate businesses or affairs; are separate entities; are not partners or joint venturers in any sense whatsoever; that DREXEL's agents, employees, and Students are not employees of the DISTRICT; and that DREXEL and DREXEL's agents, employees, and Students shall have no right to assume or create any obligation on behalf of the DISTRICT.
16. To the extent that DREXEL Students and faculty have access to protected health information ("PHI"), as such is defined under HIPPA, due to their participation in the health care training Program at the DISTRICT, it is agreed that for HIPPA compliance purposes only such Students and faculty are deemed to be part of DISTRICT's "workforce" and involved in DISTRICT's "healthcare operations," as such terms are defined under HIPPA. DREXEL's Students and faculty shall be subject to DISTRICT's policies and procedures governing the use and disclosure of PHI. The Parties further agree that the sponsorship of this Program contemplated by this Agreement does not constitute a business associate relationship under HIPPA. Notwithstanding the foregoing, nothing herein shall create or be construed as creating an employer-employee relationship between the DISTRICT and DREXEL's Students and faculty
17. DREXEL and the DISTRICT agree to cooperate fully to protect the confidentiality of student records as dictated by the Family Educational Rights and Privacy Act (FERPA). DREXEL agrees to advise its participating Students and employees of this obligation prior to the execution of this Agreement.
18. Notices, requests and other communications required pursuant to this Agreement shall be in writing and shall be sent by first-class mail or overnight service (e.g., Federal Express) to each Party as specified in the attached Exhibit(s).
19. This Agreement may be revised or modified by a written amendment signed by authorized representatives of both Parties. For purposes of this provision, the Parties agree that this Agreement, and any amendments thereto, must be approved by the DISTRICT's Board of School Directors and signed by the Board President and Secretary, but that the DISTRICT's Board of School Directors hereby authorizes the DISTRICT's Human Resources Supervisor to execute Exhibits A and B, and any amendments thereto, as necessary to carry out this Agreement.
20. This Agreement and its Exhibit(s) represent the entire understanding of the Parties with respect to the subject matter covered herein and supersedes and nullifies any previous agreements between the Parties.
21. This Agreement and its Exhibit(s) shall be binding on the Parties and their respective successors and assigns. Neither Party shall assign its duties and obligations under this Agreement without the prior written consent of the other Party.
22. This Agreement is not intended to conflict with or affect any existing or future affiliation between the Parties and institutions not a party to this Agreement.

23. This Agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania and any lawsuit shall be filed, tried and litigated exclusively in the State Courts, Federal courts, and Magisterial Districts having jurisdiction over Warren County, Pennsylvania. The aforementioned choice of venue is mandatory and not permissive in nature, thereby precluding the possibility of litigation between the Parties in any jurisdiction other than that specified in this paragraph. Each Party hereby waives any right it may have to assert the doctrine of forum non conveniens or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this paragraph. Each Party stipulates that the State Courts, Federal Courts, and Magisterial Districts having jurisdiction over Warren County, Pennsylvania shall have exclusive in personam jurisdiction and venue over the Parties for the purpose of litigating any dispute, controversy, or proceeding between the Parties arising out of, or resulting from, the terms and conditions of this Agreement or either Party's performance in accordance with the terms and conditions of this Agreement.
24. All sections, sentences, and provisions contained in this Agreement are severable. Should any section, sentence, or provision of this Agreement be rendered void, invalid or unenforceable by any court of law (or arbitrator), for any reason, such a determination shall not render void, invalid, or unenforceable any other section, sentence, or provision of this Agreement. and the remainder of this Agreement shall remain in full force and effect and binding on the Parties hereto.
- Additionally, any court (or arbitrator) construing this Agreement is expressly granted the authority to, and requested to, revise any invalid or unenforceable section, sentence, or provision of this Agreement in order to render same enforceable and then to enforce the revised section, sentence, or provision against the Parties hereto as if the invalid section, sentence, or provision had never been inserted.
25. This Agreement and its Exhibit(s) may be executed in any number of counterparts, each of which shall be deemed an original, and all such counterparts shall constitute but one and the same Agreement.
26. It is agreed that a copy of this Agreement or Exhibit(s) bearing a facsimile (faxed) version of a Party's signature shall have the same force and effect as a copy bearing the Party's original signature.

IN WITNESS WHEREOF, the Parties cause this Agreement to be executed by their duly authorized representatives, as of the day and year above first written.

DREXEL UNIVERSITY for its COLLEGE OF
NURSING AND HEALTH PROFESSIONS

Gloria F. Donnelly, PhD, RN, FAAN
Dean, Drexel University College
of Nursing and Health Professions

DATE:

ATTEST: (SEAL)

WARREN COUNTY SCHOOL DISTRICT

Secretary

(SEAL)
By: President, Board of School Directors

EXHIBIT A

Drexel University College of Nursing and Health Professions

I. Clinical Education Program:

RN-BSN Program

II. Academic Program Contact Persons:

Authorized signer for this Exhibit:

Name Melissa Zydonik
Phone (814) 723-6903 x2178

III. Clinical Site Contact Person: *(if different from authorized District signer found at end of contract):*

IV. Number of students from this Academic Program per academic year at the District:

As requested

V. Number of Clinical hours per student from this Academic Program per academic year at the District:

As needed for track requirements

VI. Academic activities at the District.

VII. Evaluation Procedures:

Preceptor Evaluation Form

VII. Accreditation criteria (if appropriate):

IX. Any notice to be provided under the terms of this Agreement and Exhibit shall be sent by registered mail to the following persons:

**For Drexel University College of
Nursing and Health Professions**

Gloria F. Donnelly, PhD, RN, FAAN
Dean, Drexel University College of
Nursing and Health Professions
Broad & Vine Street, MS 501
Philadelphia, PA 19102

(215) 762-3845

For District:

Sue Turner
HR Supervisor
Warren County School District
185 Hospital Drive
North Warren, PA 16365

(814) 723-6903 x2178

**Drexel University for its College of Nursing
and Health Professions**

Warren County School District

Katherine Kaby Anselmi, JD, PhD, FNP-BC,
WHNP-BC Assistant Clinical Professor &
Assistant Dean for MSN, On Line,
& RN/BSN Programs

Robert E. Terrill, ED.D
Superintendent

Date

Date

EXHIBIT B

**DREXEL UNIVERSITY COLLEGE OF NURSING
AND HEALTH PROFESSIONS**

CLINICAL SITE: **Warren County School District**

CLINICAL SITE ADMINISTRATOR: Sue Turner

TITLE: HR Supervisor

PRECEPTOR:

PRECEPTOR'S BUSINESS ADDRESS: Same

PHONE (and beeper #):

SEMESTER: Spring/ 2011

START DATE: March 28, 2011

I agree to work with Melissa Zydonik an RN-BSN student at Drexel University College of Nursing and Health Professions for 60 hours. My relationship will assist the student to achieve clinical objectives that are a part of the course requirements in which he/she is enrolled. I agree to provide direct supervision and guidance to the student and to participate in his/her clinical evaluation.

_____ Date

_____ Date
Drexel University
College of Nursing and Health Professions
(Authorized Signature)