

**AFFILIATION AGREEMENT
BETWEEN
DREXEL UNIVERSITY
AND
GLOUCESTER COUNTY WIC PROGRAM**

THIS AFFILIATION AGREEMENT (“Agreement”) is made and entered into as of January 1, 2016, (“Effective Date”) by and between DREXEL UNIVERSITY, on behalf of its COLLEGE OF NURSING AND HEALTH PROFESSIONS (“DREXEL”), and Gloucester County WIC Program, (the “INSTITUTION”).

RECITALS

WHEREAS, DREXEL is an educational institution organized and operated under the laws of the Commonwealth of Pennsylvania and provides among its courses the training of students for the career of Human Lactation Consultant Program.

WHEREAS, DREXEL requires practicum experience in the training of these Human Lactation Consultant students;

WHEREAS, INSTITUTION has facilities and office sites offering such practicum experience in Human Lactation Consultant Program hereto; and

WHEREAS, DREXEL and INSTITUTION wish to cooperate with each other for the purpose of providing supervised practicum education in the area of Human Lactation Consultant.

THEREFORE, in consideration of the mutual covenants, undertaking and promises contained herein, the parties hereto, intending to be legally bound, agree that a program of supervised practicum education (the “Program”) shall be conducted for Human Lactation Consultant students of the School (the “Students”) under the following terms and conditions.

A. RESPONSIBILITIES OF DREXEL UNIVERSITY (DREXEL)

1. DREXEL will, in consultation with INSTITUTION personnel, assign to INSTITUTION one or more Human Lactation Consultant Program Students (“Student(s)”) who possess a satisfactory record and who have met the minimum requirements established by the DREXEL Human Lactation Consultant Program (“Program”). Assignment of such Students will be confirmed with a completed form similar to **Exhibit A**.
2. DREXEL will maintain general responsibility for academic evaluation and related academic matters concerning Student participation in the Program.
3. DREXEL shall have on file, for each student, the following screening results:
 - Urine Drug Test
 - Comprehensive Background Screenings
 - Child Abuse for the State of INSTITUTION
 - Nationwide Healthcare Fraud and Abuse Scan
 - Nationwide Database and Sex Offender
 - Residency History
4. DREXEL shall have on file, for each Student, CPR certification from either the American Heart Association (BLS for the Healthcare provider) or the American Red Cross (CPR/AED for the Professional Rescuer).

5. Where deemed appropriate by DREXEL, required for accreditation purposes, or upon INSTITUTION's request, DREXEL will provide to INSTITUTION information relevant to the Student's educational affiliation including but not limited to, previous experience and special interests.
6. DREXEL agrees to provide and maintain general liability insurance coverage for its Student(s) and, if applicable, employee(s) participating in the required curriculum activities of the Program(s) at the INSTITUTION at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 aggregate. Upon request, DREXEL will provide the INSTITUTION with a certificate evidencing such coverage.
7. DREXEL will provide in-service training to the Students on HIPAA.

B. INSTITUTION RESPONSIBILITIES

1. INSTITUTION personnel shall provide direction and supervision to the Students participating in the Program and shall participate in periodic meetings with the assigned Student(s) and DREXEL faculty. INSTITUTION will provide to Student(s) appropriate working space and, if applicable, computer equipment during the practicum.
2. INSTITUTION shall ensure that any assigned Practicum Supervisor complete an evaluation as requested or as identified in Exhibit A.
3. INSTITUTION shall provide to Students all rules and regulations of the INSTITUTION.
4. INSTITUTION will notify DREXEL immediately of any situation or problem that threatens a Student's successful completion of the Program.
5. INSTITUTION 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 the financial responsibility of the Student. Students are required to have medical insurance, proof of which shall be furnished to INSTITUTION upon request.
6. When required for accreditation and/or upon DREXEL request, INSTITUTION will provide DREXEL with Program information, reports or other data.
7. INSTITUTION shall maintain the confidentiality of all Student records produced by it or furnished to it by DREXEL in accordance with the Federal Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; CFR Part 99) and implementing regulations and will not disclose such information except as DREXEL may request for its own use or as the Student may direct.
8. The INSTITUTION shall maintain appropriate general liability insurance for itself and its employees at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 aggregate. INSTITUTION shall provide a certificate evidencing its coverage to DREXEL upon request.

C. MUTUAL RESPONSIBILITIES/GENERAL PROVISIONS

1. DREXEL faculty and INSTITUTION personnel shall consult periodically to review Student progress and to review the Program in general.
2. Upon recommendation of the INSTITUTION, DREXEL agrees to withdraw from the INSTITUTION any Student who does not abide by the INSTITUTION's rules and regulations or who for other reasons is performing unsatisfactorily. Questions and disputes concerning a Student's removal from the INSTITUTION will be resolved by joint conference between DREXEL and INSTITUTION representatives.
3. All rules and regulations of INSTITUTION shall apply to Students during their participation in the Program. DREXEL shall advise Students of this requirement.

4. Students may use INSTITUTION's dining facilities, if any. However, Students are responsible for payment of their own meals.
5. Each party 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 orientation, gender identity, disabled or Vietnam era veteran status or financial status or any other legally protected class in admission or access to, or treatment or employment in, its programs and activities.
6. The term of this Agreement shall be for a one (1)-year period from the Effective Date above and shall automatically continue thereafter from year to year unless terminated in accordance with paragraphs C.7 and C.8.
7. 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.
8. 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.
9. In the event of the termination of the Agreement as provided for in paragraphs C. 7 or 8, Students who are participating in the Program at the time of such termination shall be permitted to complete the Program.
9. Notices, requests and other communications required pursuant to this Agreement shall be in writing and shall be sent by first-class mail with certified return receipt, overnight service (e.g., Federal Express) or facsimile. Notice shall be deemed given upon receipt. All notices or communications between DREXEL and INSTITUTION shall be addressed as follows:

IF TO DREXEL:

Drexel University
 College of Nursing and Health Professions
 1505 Race Street, Mail Stop 501
 Philadelphia, PA 19102-1192
 Attn: Dean
 Facsimile: 215-762-7778

IF TO INSTITUTION:

Gloucester County WIC Program
 204 East Holly Avenue
 Sewell, NJ 08080
 Attn: Program Coordinator
 Facsimile: 856-218-4117

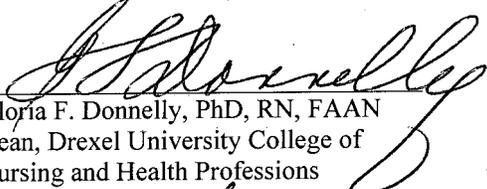
Either party may change its notice address by advising the other party in writing pursuant to these notice requirements.

10. Except as specifically provided herein, neither party shall have any financial obligation to the other resulting from or relating to this Agreement.
11. This Agreement may be revised or modified by a written amendment signed by authorized representatives of both parties.
12. This Agreement and its Exhibit(s) represents the entire understanding of the parties with respect to the subject matter covered herein and supersedes and nullifies any previous agreements between the parties.
13. Neither party shall assign its duties and obligations under this Agreement without the prior written consent of the other party.
14. 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.
15. This Agreement shall be construed in accordance with the laws of the State in which INSTITUTION is located.

16. DREXEL and INSTITUTION acknowledge that INSTITUTION is a covered entity as defined in the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). To the extent that DREXEL Students and employees have access to protected health information ("PHI"), as such is defined under HIPAA, due to their participation in the health care training Program at the INSTITUTION, it is agreed that for HIPAA compliance purposes only such Students and employees are deemed to be part of INSTITUTION's "workforce" and involved in INSTITUTION's "healthcare operations," as such terms are defined under HIPAA. DREXEL's Students and employees shall be subject to INSTITUTION'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 HIPAA. Notwithstanding the foregoing, nothing herein shall create or be construed as creating an employer-employee relationship between the INSTITUTION and DREXEL's Students and employees.
17. DREXEL and INSTITUTION agree that they are independent contractors and neither have the authority to bind or act on behalf of the other.
18. 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. Each party may execute this Agreement by facsimile transmission or in Portable Document Format (pdf) sent by electronic means. Signatures of authorized signatories of the parties transmitted by facsimile or sent by electronic means in Portable Document Format shall be deemed to be original signatures, shall be valid and binding, and, upon delivery, shall constitute due execution of this Agreement.

INTENDING TO BE LEGALLY BOUND, 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

1/20/16

GLOUCESTER COUNTY WIC PROGRAM


Peter Mercanti
Director of Purchasing

DATE

1/25/16

EXHIBIT A

Drexel University College of Nursing and Health Professions

I. Human Lactation Consultant program

II. Academic Program Contact Person:

Cecile James
Clinical Contract Coordinator
1505 Race Street, 5 Floor
Philadelphia, PA 19102

Telephone: 215-762-1725

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

Name

Title

Address

Telephone:

IV. Number of students from this Academic Program per academic term at the Institution:

TBA

V. Number of hours per student from this Academic Program per academic term at the Institution:

TBA

VI. Academic activities at the Institution:

VII. Evaluation Procedures:

VIII. Accreditation criteria (if appropriate):

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

Stella L. Volpe, PhD, RD
RD

Digitally signed by Stella L. Volpe, PhD, RD
DN: cn=Stella L. Volpe, PhD, RD, o=Drexel
University, ou=Department of Nutrition Sciences,
email=Sl.V43@drexel.edu, c=US
Date: 2016.01.19 20:03:59 -0500

Stella Volpe, PhD, RD, LDN, FACSM
Professor and Chair, Department of Nutrition
Science CNHP, Drexel University

Gloucester County WIC Program

Peter Mercanti
Director of Purchasing

January 19, 2016

Date

Date