

## AFFILIATION AGREEMENT - ASC

THIS AFFILIATION AGREEMENT (the "Agreement") is made as of this \_\_\_\_ day of \_\_\_\_ 2015 by and between The School Board of Broward County, Florida, hereinafter referred to as "School" and Coral Springs Surgi Center Ltd d/b/a The Surgery Center at Coral Springs, hereinafter referred to as "Facility".

### WITNESSETH:

WHEREAS, School offers to enrolled students a degree program in the field of Surgical Technologists,  
and

WHEREAS, Facility operates an ambulatory surgery center located in Coral Springs, Florida; and

WHEREAS, School desires to provide to its students a learning experience through the application of knowledge and skills in actual patient-centered situations in a health care facility; and

WHEREAS, Facility has agreed to make its facility available to School for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

#### 1. RESPONSIBILITIES OF SCHOOL.

- (a) **Clerical Program:** School shall be responsible for the implementation and operation of the component of its program at Facility ("Program"), which Program shall be approved in advance by Facility. Such responsibilities shall include, but not be limited to, the following:
- (i) Orientation of students to the experience at Facility;
  - (ii) Provision of classroom theory and practical instruction to students prior to their site assignments at Facility;
  - (iii) Continuing oral and written communication with Facility regarding student performance and evaluation, absences and assignments of students, and other pertinent information;
  - (iv) Supervision of students and their performance at Facility;
  - (v) Participation, with the students, in Facility's Quality Assurance and related programs;
  - (vi) Performance of such other duties as may from time to time be agreed to between School and Facility;
  - (vii) Provide adequate documentation attesting to competency of each instructor.

All students, faculty, employees, agents and representatives of School participating in the Program at Facility (the "Program Participants") shall be accountable to the Facility's Administrator.

- (b) **Student Statements.** School shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B.
- (c) **Insurance.** School shall obtain and maintain, or shall require each individual Program Participant to obtain and maintain, occurrence-type general and professional liability insurance coverage in amounts not less than \$1,000,000 per occurrence and \$3,000,000 annual aggregate per Program Participant, with insurance carriers or self insurance programs approved by Facility and covering

the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the term of this Agreement and upon the termination of this Agreement, or the expiration or cancellation of the insurance, School shall purchase, or shall require each individual Program Participant to purchase, tail coverage for a period of three years after the termination of this Agreement or the expiration or cancellation of the claim-made coverage (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). School shall further, at its expense, obtain and maintain workers' compensation insurance and unemployment insurance for School employees assigned to Facility. For all insurance required by this Paragraph 1(c), School shall require the insurance carrier notify Facility at least thirty (30) days in advance of any cancellation or modification of such insurance policy and shall provide to Facility, upon request, certificates of insurance evidencing the above coverage and renewals thereof.

- (d) **Dress Code; Breaks.** School shall require the students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Facility's standards regarding same. All Program Participants shall remain on the Facility premises for breaks, including meals. Program Participants shall pay for their own meals at Facility.
- (e) **Performance.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Facility. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Facility and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Facility or the performance of services therein.
- (f) **Background Checks and Drug Testing.** School shall, in a timely manner at either School's expense or the Program Participant's expense, conduct (or have conducted) a background check and drug testing on each and every student assigned to the Program and every member of the staff/faculty responsible for supervision and/or instruction. If School has students or staff/faculty on-site at Facility prior to the execution of this Agreement, then School shall immediately conduct a retrospective background check and drug testing on such persons.

**Background Check:**

The background check for students shall include, at a minimum, the following:

- (i) Social Security Number Verification;
- (ii) Criminal Search (7 years or up to 5 criminal searches);
- (iii) Employment Verification to include reason for separation and eligibility for re-employment for each employer years (***not required for students younger than 21 years of age***);
- (iv) Violent Sexual Offender and Predator Registry Search;
- (v) HHS/OIG List of Excluded Individuals/Entities;
- (vi) GSA List of Parties Excluded from Federal Programs;
- (vii) U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN);

- (viii) Applicable State Exclusion List, if one.

The background check for staff/faculty, if licensed or certified caregivers, shall include all of the above and, in addition, shall include the following:

- (i) Education verification (highest level);
- (ii) Professional License Verification;
- (iii) Certification & Designations Check;
- (iv) Professional Disciplinary Action Search;
- (v) Department of Motor Vehicle Driving History, based on responsibilities;
- (vi) Consumer Credit Report, based on responsibilities.

Drug Screening:

Students/faculty will be required to participate, at a minimum, in testing as follows:

- (i) prior to start of assignment at facility;
- (ii) upon reasonable suspicion;
- (iii) after a reportable accident; and
- (iv) after an on-the-job injury to any person (e.g., another employee, student, a patient, the person to be tested) when it is possible that the acts or omissions of the employee or student to be tested may have caused or been partially responsible for the injury.

Substances tested for at assignment must at a minimum include amphetamines, barbiturates, benzodiazepines, opiates, marijuana, codeine, and cocaine.

Reasonable suspicion and reportable accident testing should include amphetamines, barbiturates, benzodiazepines, carisoprodol, opiates, fentanyl analogues, methadone, meperidine, marijuana, and cocaine.

School shall provide an *Attestation of Satisfactory Background Investigation Report and Drug Testing Results* in the form attached hereto as Exhibit C prior to each student and staff /faculty member's participation in the Program at the Facility. Should the background check or drug testing disclose adverse information as to any student and/or member of the staff/faculty, School shall immediately remove said student and/or member of the staff/faculty from participation in the Program at Facility.

- (g) **School Status.** School represents and warrants to Facility that the School and its Program Participants participating hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the School or a Program Participant being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify Facility of any change in status of the representation and warranty set forth in this section. Any breach of this Paragraph 1(h) shall give Facility the right to immediately terminate this

Agreement for cause.

**2. RESPONSIBILITIES OF FACILITY.**

- (a) Facility shall accept the Program Participants assigned to the Program by School and reasonably cooperate in the orientation of all Program Participants to Facility. Facility shall provide reasonable opportunities for such Program Participants, who shall be supervised by School and Facility, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Facility operations. Facility shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Facility shall at all times retain ultimate control of the Facility and responsibility for patient care.
- (b) Upon the request of School, Facility shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

**3. MUTUAL RESPONSIBILITIES.** The parties shall cooperate to fulfill the following mutual responsibilities:

- (a) Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Facility or the School.
- (b) Any courtesy appointments to faculty or staff by either the School or Facility shall be without entitlement of the individual to compensation or benefits for the appointed party.

**4. WITHDRAWAL OF PROGRAM PARTICIPANTS.**

Facility may request School to withdraw or dismiss a student or other Program Participant from the Program at Facility when his or her clinical performance is unsatisfactory to Facility or his or her behavior, in Facility's discretion, is disruptive or detrimental to Facility and/or its patients. In such event, said Program Participant's participation in the Program at Facility shall immediately cease. It is understood that only School can dismiss the Program Participant from the Program.

**5. INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES.**

The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Facility. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Facility for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement.

**6. NON-DISCRIMINATION.**

There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of students for participation in the Program, or as to any aspect of the clinical training; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Program.

**7. INDEMNIFICATION.**

To the extent permitted by applicable law and without waiving any defenses, School shall indemnify and hold harmless Facility and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School or any of its faculty, Program Participants, agents, representatives and

employees under this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Facility shall indemnify School against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by School in defending or compromising actions brought against School arising out of or related to the Facility's performance of duties hereunder.

**8. CONFIDENTIALITY.**

School and its agents, Program Participants, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Facility and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Facility. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Facility. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Facility with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

**9. TERM; TERMINATION**

(a) The initial term of this Agreement shall be March 1 (2) year(s), commencing on 2015 and ending on Feb 28, 2017.

(b) Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice, provided that all students currently enrolled in the Program at Facility at the time of notice of termination shall be given the opportunity to complete their clinical Program at Facility, such completion not to exceed six (6) months.

**10. ENTIRE AGREEMENT.**

This Agreement and its accompanying Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

**11. SEVERABILITY.**

If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

**12. CAPTIONS.**

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

**13. NO WAIVER.**

Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

**14. GOVERNING LAW.**

This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

**15. ASSIGNMENT; BINDING EFFECT.**

School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Facility. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

#### 16. NOTICES.

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, addressed as follows:

If to Facility: Surgery Center at Coral Springs  
967 University Dr.  
Coral springs, FL 33071  
Attention: Center Administrator

Copy to: HCA  
One Park Plaza  
Nashville, TN 371503  
Attention: Operations Counsel

If to School: Superintendent of Schools  
600 SE Third Avenue  
Ft. Lauderdale, FL 33301  
Attention:

or to such other persons or places as either party may from time to time designate by written notice to the other.

#### 17. EXECUTION OF AGREEMENT.

This Agreement shall not become effective or in force until all of the below named parties have fully executed this Agreement.

#### 18. HIPAA Requirements.

The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security Regulations"), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d), other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition, the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.

The School shall direct its Program Participants to comply with the policies and procedures of Facility, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the Program Participants' role in relation to the use and disclosure of Facility's protected health information, the Program Participants are defined as members of the Facility's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the Program Participants are not and shall not be considered to be employees of Facility.



**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(Corporate Seal)

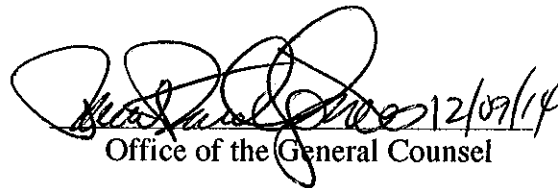
**THE SCHOOL BOARD OF  
BROWARD COUNTY, FLORIDA**

ATTEST:

By \_\_\_\_\_  
Donna P. Korn, Chair

\_\_\_\_\_  
Robert W. Runcie,  
Superintendent of Schools

Approved as to Form and Legal Content:

  
Office of the General Counsel



**EXHIBIT A**

**STATEMENT OF RESPONSIBILITY**

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at \_\_\_\_\_ ("Facility"), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks and be solely responsible for any injury or loss sustained by the undersigned while participating in the Program operated by \_\_\_\_\_ ("School") at Facility unless such injury or loss arises solely out of Facility's gross negligence or willful misconduct.

\_\_\_\_\_  
Signature of Program Participant/Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian if Program Participant is under 18/Print Name

\_\_\_\_\_  
Date

## EXHIBIT B

### PROTECTED HEALTH INFORMATION, CONFIDENTIALITY, AND SECURITY AGREEMENT

- Protected Health Information (PHI) includes patient information based on examination, test results, diagnoses, response to treatment, observation, or conversation with the patient. This information is protected and the patient has a right to the confidentiality of his or her patient care information whether this information is in written, electronic, or verbal format. PHI is individually-identifiable information that includes, but is not limited to, patient's name, account number, birthdate, admission and discharge dates, photographs, and health plan beneficiary number.
- Medical records, case histories, medical reports, images, raw test results, and medical dictations from healthcare facilities are used for student learning activities. Although patient identification is removed, all healthcare information must be protected and treated as confidential.
- Students enrolled in school programs or courses and responsible faculty are given access to patient information. Students are exposed to PHI during their clinical rotations in healthcare facilities.
- Students and responsible faculty may be issued computer identifications (IDs) and passwords to access PHI.

***Initial each to accept the Policy***

Initial	Policy
	1. It is the policy of the school/institution to keep PHI confidential and secure.
	2. Any or all PHI, regardless of medium (paper, verbal, electronic, image or any other), is not to be disclosed or discussed with anyone outside those supervising, sponsoring or directly related to the learning activity.
	3. Whether at the school or at a clinical site, students are not to discuss PHI, in general or in detail, in public areas under any circumstances, including hallways, cafeterias, elevators, or any other area where unauthorized people or those who do not have a need-to-know may overhear.
	4. Unauthorized removal of any part of original medical records is prohibited. Students and faculty may not release or display copies of PHI. Case presentation material will be used in accordance with healthcare facility policies.
	5. Students and faculty shall not access data on patients for whom they have no responsibilities or a "need-to-know" the content of PHI concerning those patients.
	6. A computer ID and password are assigned to individual students and faculty. Students and faculty are responsible and accountable for all work done under the associated access.
	7. Computer IDs or passwords may not be disclosed to anyone. Students and faculty are prohibited from attempting to learn or use another person's computer ID or password.
	8. Students and faculty agree to follow Facility's privacy policies.
	9. Breach of patient confidentiality by disregarding the policies governing PHI is grounds for dismissal from the Facility.

- I agree to abide by the above policies and other policies at the clinical site. I further agree to keep PHI confidential.
- I understand that failure to comply with these policies will result in disciplinary actions.
- I understand that Federal and State laws govern the confidentiality and security of PHI and that unauthorized disclosure of PHI is a violation of law and may result in civil and criminal penalties.

\_\_\_\_\_  
Signature of Program Participant/Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent or Legal Guardian if Program Participant is under 18/Print Name

\_\_\_\_\_  
Date

**Exhibit C**

**Attestation of Satisfactory Background Investigation Report and Drug Testing Results**

On behalf of \_\_\_\_\_ [Name of Volunteer Organization, School, Contract Services Entity, or Staffing Agency], I acknowledge and attest to \_\_\_\_\_ [Name of facility] ("Employer") that we own, and have in our possession, a background investigation report and drug testing results on the individual identified below. Such background investigation and drug testing reports are satisfactory in that it:

- \_\_\_\_\_ does not reveal any criminal activity;
- \_\_\_\_\_ does not reveal ineligibility for rehire with any former employer or otherwise indicate poor performance;
- \_\_\_\_\_ confirms the individual is not on either the GSA or OIG exclusion lists;
- \_\_\_\_\_ confirms the individual is not listed as a violent sexual offender;
- \_\_\_\_\_ confirms this individual is not on the U.S. Treasury Department's Office of Foreign Assets Control list of Specially Designation Nationals; and
- \_\_\_\_\_ no other aspect of the investigation required by Employer reveals information of concern.
- \_\_\_\_\_ confirms this individual has satisfied the minimum substance testing as required by the company which includes amphetamines, barbiturates, benzodiazepines, opiates, marijuana, codeine, and cocaine and that test results does not reveal any current use of illegal substance

I further attest there are no prior or pending investigations, reviews, sanctions or peer review proceedings; or limitations of any licensure, certification or registration.

This attestation is provided in lieu of providing a copy of the background investigation report and drug testing results report.

Identified Individual Subject to the Background Investigation and Drug Testing:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Social Security Number

I also acknowledge and agree to an annual compliance audit by Employer of five percent (5%) or a minimum of thirty (30) such background investigation and drug testing files as authorized by the subjects under the Fair Credit Reporting Act (FCRA).

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
[Name of Organization]