

## EDUCATIONAL AFFILIATION AGREEMENT

**THIS EDUCATIONAL AFFILIATION AGREEMENT** (the "Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_ 2016 by and between **Boca Raton Regional Hospital, Inc.** ("Hospital") and **The School Board of Broward County, Florida** ("School").

**WHEREAS**, School desires that its student(s) obtain the necessary clinical experience to become eligible for graduation, certification, registration and/or licensure in the practice of Health Science; and

**WHEREAS**, Hospital recognizes the importance of training and educating students and is willing to provide the facilities required for students to complete such necessary clinical experience.

**NOW THEREFORE**, in consideration of the promises, mutual covenants and agreements contained herein, the parties agree to the following terms and conditions:

### **I. TERM; TERMINATION**

- (a) Term: The term of this agreement shall be for a period of three (3) years from the date it is fully executed by both parties.
- (b) Termination Without Cause: Either party may terminate this Agreement at any time without cause by giving the other party sixty (60) days written notice. Any students who is participating in or scheduled to begin a clinical experience as of the effective date of a termination without cause shall be allowed to complete the clinical experience.
- (c) Immediate Termination: Hospital may immediately terminate this Agreement as specified herein or immediately terminate the participation any Faculty and/or student whose behavior, competency or abilities are, in the Hospital's sole opinion, detrimental to the operation of the Hospital and/or to proper rendering of quality care to Hospital patients.
- (d) Termination With Cause: Either party may immediately terminate this Agreement as specified herein or terminate with cause with an opportunity to cure upon written notice. For purposes of this Agreement, "cause" means, with respect to either party, a material breach of any provision of this Agreement which is not cured within thirty (30) days after written notice is provided by the non-breaching party.

### **II. RESPONSIBILITIES OF THE SCHOOL**

The specific responsibilities of the School are:

- (a) To select those students for placement at Hospital who have completed all academic requirements necessary to fulfill the duties and responsibilities of the clinical experience. School will provide Hospital with copies of current course outlines, course objectives, and curriculum philosophy. The parties will mutually agree upon the number of students assigned to Hospital and the schedule for assignment. Hospital, in its sole discretion, will determine the maximum number of slots available for student placement.

- (b) To appoint a principal liaison between the School and the Hospital for all matters concerning the clinical experience.
- (c) To provide qualified faculty, in a number to be agreed upon between the Hospital and the School ("Faculty"), who will be responsible for the evaluation of all clinical experiences. Upon request, School shall furnish to Hospital proof of education and all applicable certification, registration and licensure for each Faculty member assigned to Hospital.
- (d) To require that all Faculty and students assigned to Hospital abide by all policies, procedures, rules and regulations of the Hospital. The students will be provided with the policies, procedures, rules and regulations of the Hospital on their first day of arrival.
- (e) To require that all Faculty and students assigned to Hospital maintain adequate health insurance coverage. Failure to maintain adequate health insurance may subject the assigned Faculty member and/or student to immediate dismissal from Hospital and repeated failures by one or more Faculty members and/or students to maintain adequate health insurance is grounds for immediate termination of this Agreement. Written consent from the parent or student over age 18 will be needed prior to disclosing student information to the hospital/nursing center.
- (f) By completion of the Certification of Pre-Screening Requirements, attached hereto as **Exhibit A**, School agrees to provide Hospital with written verification of each Faculty member's and/or student's compliance with the following requirements at least thirty (30) days prior to the start of the clinical experience.: Written consent from the parent or student over age 18 will be needed prior to disclosing student information to the hospital/nursing center.
  - (i) Compliance with Hospital's then-current health policy, including a negative PPD or TB screening (if previously positive within the last 12 months). The health screening and documentation requirements currently in effect are detailed on **Exhibit B** attached hereto.
  - (ii) A 10 point drug panel performed within twelve (12) months prior to the start of the clinical experience. School will advise Faculty and students that Hospital reserves the right to require repeat drug testing at any time during the clinical experience at the Faculty's or student's expense. Failure to comply with such requirement or a positive test result is grounds for immediate dismissal from Hospital and immediate termination of this Agreement.
  - (iii) Level 1 Criminal Background Check, performed within twelve (12) months prior to the start of the clinical experience, reviewing County Searches for the past 7 years to include FDLE, OIG/GSA/HHS, National Criminal Database, and National Sexual Offender clearance.
- (g) To obtain the Hospital's prior written approval in order to publish any material relating to the clinical experience.
- (h) To require that the Faculty and/or students assigned to Hospital not represent themselves as agents or employees of the Hospital.
- (i) To assume final responsibility for the clinical experience and academic assessment of the students.



### III. RESPONSIBILITIES OF THE HOSPITAL

The specific responsibilities of the Hospital are:

- (a) To accept a certain number of students for participation in the Program. The number shall be determined at the sole discretion of the Hospital, based upon the Hospital's space, patient population, and upon any other considerations as determined by the Hospital.
- (b) To provide educational experiences and opportunities in accordance with the objectives of the Program as mutually agreed upon by the School and the Hospital. School faculty will prepare an educational plan in conjunction with Hospital staff prior to the placement of students with the Hospital. The clinical experience to be provided to students shall be specified in writing and shall be based upon the needs of the student to satisfy the objectives of the program. The Hospital shall provide opportunities for participating students to observe and assist in various aspects of patient care.
- (c) To provide immediate emergency health care services to students participating in the Program in the event of accidental injury or illness, while accepting assignment of student's insurance policy. Hospital shall not be responsible for subsequent costs involved, follow-up care, or hospitalization.
- (d) To appoint a principal liaison between the School and the Hospital for all matters concerning the clinical experience.

### IV. CONFIDENTIAL INFORMATION AND HIPAA

- (a) School acknowledges that its employees, Faculty and students will have access to certain confidential information and trade secrets of the Hospital, including without limitation, patient medical records, vendor lists, customer lists, financial information and other materials, records and/or information of a proprietary nature ("Confidential Information"). School agrees that its employees, Faculty and students will not use such Confidential Information for its own purposes unless it is properly de-identified or divulge, disclose, publicize or disseminate Confidential Information to any third party unless required to do so by law.
- (b) School will require its employees, Faculty and students providing services under this Agreement or participating in a clinical experience to execute a Confidentiality Statement for the benefit of the Hospital in the form attached hereto as **Exhibit C**. School shall provide a copy of each Faculty member's and student's executed Confidentiality Statement to Hospital at least thirty (30) days prior to the start of the clinical experience.
- (c) The School's Faculty and students agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. §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 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "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.”

- (d) The obligations of this Section IV shall survive the termination or expiration of this Agreement.

## V. INSURANCE AND INDEMNIFICATION

- (a) School agrees to provide insurance as described below:

School is a sovereign entity and, as such, is afforded the protections of Florida Statutes § 768.28, *et seq.* School further warrants that it will maintain for itself, its faculty and students, a policy of self-insurance providing coverage in an amount not less than the statutory limits. School further warrants that it will keep such self-insurance in full force and effect to respond to any claims arising out of the actions of the School, its faculty and students during the term of this Agreement and for the two year period immediately following the termination or expiration of this Agreement. School shall provide Hospital with confirmation of such self-insurance upon execution of this Agreement and upon Hospital’s request.

- (b) Hospital agrees to maintain its self-insurance fund to provide for liability coverage. The Hospital agrees to keep such self-insurance fund in full force and effect continuously during the term of this Agreement and any extensions thereof. The Hospital agrees to provide the School with evidence of the existence of its self-insurance fund upon written request.
- (c) To the extent permitted by Florida law and within the limits of Section 768.28, Florida Statutes, the each party (“Indemnifying Party”) agrees to indemnify and hold harmless the other party (“Indemnified Party”), its employees, agents, Faculty and students from and against all claims, damages, costs and expenses, including attorneys’ fees, arising in connection with any negligent acts or omissions of the Indemnifying Party, its employees, agents, Faculty and students.

## VI. GENERAL PROVISIONS

- (a) **INDEPENDENT CONTRACTOR.** The School’s students and Faculty participating in the Program shall not be deemed to be employees, servants, or agents of the Hospital, nor shall any person on the staff or administration of the Hospital be deemed an employee, servant or agent of the School.
- (b) **PROPRIETARY RIGHTS.** Each party reserves the right to control the use of any of its copyrighted materials, symbols, trademarks, service marks, and other proprietary rights presently existing or hereafter established. Each party agrees that it will not use such works, symbols, trademarks, service marks or other devices in advertising, promotional materials or otherwise and that it will not advertise or display such devices without the prior consent of the other party which will not be unreasonably withheld, and will cease any and all such usage immediately upon termination of this Agreement.
- (c) **WAIVER.** No failure by either party to insist upon the strict performance of any covenant, term or condition of this Agreement or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every



covenant, condition, and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

- (d) **THIRD PARTIES.** Nothing in this Agreement shall be construed as creating or giving rise to any right in any third parties or other persons other than the parties hereto.
- (e) **DISCRIMINATION.** Neither party shall discriminate against any Student or other participant in the Program with respect to race, national origin, religion, creed, sex, age or disability.
- (f) **NOTICE OF INJURIES.** In the event that either the School or the Hospital becomes aware of any alleged injury arising out of the care or treatment of any patient in connection with the Program, each party has a duty to give the other party written notice containing the particulars sufficient to identify the name and address of the allegedly injured person, place and circumstances of the alleged incident and addresses of available witnesses.
- (g) **NO EMPLOYEE BENEFITS.** Students assigned to the Hospital shall not be considered to be employees of the Hospital and shall not be covered, by virtue of this Agreement, by any of the Hospital's employee benefit programs including, but not limited to, social security, health insurance, unemployment compensation, disability insurance, or workers' compensation.
- (h) **ASSIGNMENT.** This Agreement may not be assigned by either party without the express written consent of the other.
- (i) **AMENDMENT.** This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be operative or valid, it shall have been reduced to writing and signed by both parties.
- (j) **SEVERABILITY.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.
- (k) **GOVERNING LAW.** This Agreement shall be construed and enforced under and in accordance with the laws of the State of Florida. Venue of any action will be in Palm Beach County, Florida.
- (l) **NOTICE.** Any notice, demand, or consent required or permitted to be given hereunder shall be deemed given if hand-delivered, if sent by registered or certified mail, return receipt requested, or by overnight mail delivery for which evidence of delivery is obtained by the sender, to:

**TO HOSPITAL:** Karen Poole FACHE  
CHIEF OPERATING OFFICER  
Boca Raton Regional Hospital, Inc.  
800 Meadows Road  
Boca Raton, FL 33486

**WITH A COPY TO:** Office of the General Counsel  
Boca Raton Regional Hospital, Inc.  
800 Meadows Road  
Boca Raton, FL 33486

**TO SCHOOL:** Robert Runcie  
SUPERINTENDENT OF SCHOOLS  
The School Board of Broward County, Florida  
600 SE 3<sup>rd</sup> Avenue  
Ft. Lauderdale, Fl. 33311

**WITH A COPY TO:** Robert B. Crawford  
PRINCIPAL  
Atlantic Technical College  
4700 Coconut Creek Parkway  
Coconut Creek, Fl 33063

**IN WITNESS WHEREOF**, Hospital and School have duly executed this Agreement on the date set forth below.

**FOR HOSPITAL:**  
**BOCA RATON REGIONAL HOSPITAL, INC.**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Karen Poole, FACHE  
Chief Operating Officer

Date: \_\_\_\_\_

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

(Corporate Seal)

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

ATTEST:

By \_\_\_\_\_  
Dr. Rosalind Osgood, Chair

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

Approved as to Form and Legal Content:

*Kathelyn Jacques-Adams*

Digitally signed by Kathelyn Jacques-Adams  
DN: cn=Kathelyn Jacques-Adams, o=The  
School District of Broward County, Florida,  
ou=The Office of the General Counsel,  
email=kathelyn.jacques-  
adams@browardschools.com, c=US  
Date: 2016.06.15 10:55:38 -04'00'

\_\_\_\_\_  
Office of the General Counsel

**EXHIBIT A**

**CERTIFICATION OF PRE-SCREENING REQUIREMENTS**

This completed form must be signed by the appropriate School representative and be returned to Hospital at least thirty (30) days prior to the start of the clinical experience. Written consent from the parent or student over age 18 will be needed prior to disclosing student personal information to the hospital/nursing center.

Faculty or Student's Name: \_\_\_\_\_

Area of Clinical Field Work: \_\_\_\_\_

Start Date of Clinical Experience: \_\_\_\_\_

1. The above-referenced Faculty or student currently maintains adequate health insurance coverage and is in compliance with the Health Screening and Documentation Requirements listed on Exhibit B.
2. A 10 point drug panel was performed on \_\_\_\_\_ and the results are clear.
3. A Level 1 Criminal Background Check covering the prior seven (7) years was completed on \_\_\_\_\_ and any reports of criminal offenses have been disclosed to Hospital.



I attest that the above-referenced Faculty or student has fulfilled the above requirements and that all documentation evidencing the above information is kept on file at the School and will be made available to Hospital upon request.

\_\_\_\_\_  
(Signature of School representative) Date



## EXHIBIT B

Background check: Level 1 Criminal Background Check reviewing County Searches for the past 7 years to include FDLE, OIG/GSA/HHS, National Criminal Database, and National Sexual Offender clearance.

10 Point Drug Panel- tested clear

Flu Shot (during flu season- November 1-March 31)

Negative PPD or CXR (within 12 months)

Photo ID

License plate/tag number for the parking decal

Healthstream Online Hospital Orientation and Regulatory Modules

Written consent from the parent or student over age 18 will be needed prior to disclosing student personal information to the hospital /nursing center.

**EXHIBIT C  
CONFIDENTIALITY STATEMENT**

**THIS CONFIDENTIALITY STATEMENT** made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

WHEREAS, the School provides courses of study for students in its \_\_\_\_\_ Program and;

WHEREAS, as part of its course of study the School desires its students to be provided with Clinical Practice through a program of learning ("Program") through Boca Raton Regional Hospital, Inc. ("Hospital") and its related and affiliated health care facilities; and

WHEREAS, School and Hospital have entered into an Educational Affiliation Agreement whereby the Hospital shall provide the necessary facilities; and

WHEREAS, School will be privy to and have access to certain patient information and confidential information of the Hospital; and

WHEREAS, School and the Hospital desire to establish certain restrictions and prohibitions with respect to Student/Faculty's handling of confidential health information.

NOW THEREFORE, the parties, intending to be legally bound hereby, do agree as follows:

1. The term "Confidential Health Information" ("CHI") shall include all patient information and all information that is not known by, or generally available to, the public at large and that concerns the business or affairs of the Hospital, including without limitation, patient medical records, vendor lists, customer lists, financial information and other materials, records and/or information of a proprietary nature, and any other information identified by the Hospital as confidential.

2. In the course of or incident to Student/Faculty's work, the Hospital may provide to Student/Faculty or Student/Faculty may otherwise become exposed to CHI.

3. Student/Faculty agrees that at all times during the term of School's engagement with the Hospital, Student/Faculty shall not divulge, disclose, publicize or disseminate the CHI to any third party and shall not use any of the CHI on its own behalf or with or on behalf of any other entity.

4. Student/Faculty acknowledges and agrees that his undertaking herein is made and intended for the benefit not only of School but also for the Hospital. Student/Faculty further acknowledges that damages alone will be an inadequate remedy for breach of the provisions of this Confidentiality Statement, and that the Hospital, in addition to other remedies, shall be entitled as a matter of right to equitable relief, including injunctions and specific performance, in any court of competent jurisdiction, as well as immediate termination from participation from the Program.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Student/Faculty Name (Print)

\_\_\_\_\_  
Student/Faculty Signature