

**AFFILIATION AGREEMENT
BETWEEN
THE DISTRICT BOARD OF TRUSTEES
OF
VALENCIA COMMUNITY COLLEGE, FLORIDA
AND**

THIS AFFILIATION AGREEMENT, entered into and effective _____ is between **THE DISTRICT BOARD OF TRUSTEES OF VALENCIA COMMUNITY COLLEGE, FLORIDA**, (hereinafter the “College”), and _____, (hereinafter the “Agency”), hereinafter collectively referred to as the “Parties”.

WHEREAS, the Agency is located at _____, Florida, and provides clinical and/or medical services;

WHEREAS, the College is a public higher educational institution with an approved program of study in the field of _____, which requires clinical experiences of students enrolled therein (hereinafter the “Program” or “Clinical Program”), and desires its students in the Program (hereinafter the “Students” or “Program Students”) to obtain educational experiences by utilizing appropriate facilities within the Agency (hereinafter the “Facilities”) and personnel of third parties consistent with the purpose of the College as well as accreditation and/or professional requirements and standards;

WHEREAS, Agency is a health care facility which has the resources in equipment and staff to provide the clinical experiences required by the _____ Program of the College, and has agreed to make such resources available to College; and

WHEREAS, it is to the benefit of both the College and the Agency to cooperate in the educational preparation of Students enrolled in the Program so as to promote excellence in patient care, to ensure professional competence, and to provide maximum utilization of community resources;

NOW AND THEREFORE, in consideration of mutual promises herein and other good and valuable consideration, College and Agency agree that any Program established and implemented by Agency and College during the term of this Agreement shall be subject to the following terms and conditions:

1. **PURPOSE.** The purpose of this Agreement is to establish procedures and guidelines for the provision of clinical experiences within the Facilities for Program Students.
2. **RESPONSIBILITY OF AGENCY.** Except for acts to be performed by College pursuant to the provisions of this Agreement, Agency shall furnish the Facilities, personnel, services and all other items necessary for the educational experience, and, in connection with such Program, Agency also shall:
 - a). Employ medical/health care providers, administrative, and direct patient care staff who are currently licensed to practice in their designated health profession in the State and who are

qualified either through experience and/or academically to uphold and demonstrate standards of health care practice as established by Agency;

- b). Cooperate with the College in enforcing College policies and procedures related to Student performance and Student conduct.
- c). Endeavor to comply with all applicable requirements of any accreditation authority over Agency and College and certify such compliance upon request by College.
- d). Permit the authority responsible for accreditation of College's curriculum to evaluate for consistency with institutional purpose, vision, values and mission the Facilities, services and all other items provided by Agency upon reasonable notice.
- e). Designate a person to serve for Agency as liaison (hereinafter the "Agency Liaison"), and provide College, in writing, the name and professional and academic credentials of the person proposed as Agency Liaison prior to the start of the educational experience(s), who will:
 - (1) Assist the College's coordinating faculty members (hereinafter the "Faculty") with the planning of clinical experiences and patient care assignments; and
 - (2) Meet with the College's coordinating Faculty to discuss the quality of the clinical experiences and any problems which may have arisen in the provision of those experiences;.
- f). Endeavor to include appropriate members of the Faculty in Agency staff meetings when policies to be discussed will affect or are related to the Program and/or Students at the Agency's discretion.
- g). Provide the Students and Faculty with an orientation of the Facilities, or orientation packets about the Facilities/Agency, which will include training about policies and procedures, including without limitation the Health Insurance Portability and Accountability Act of 1996 (HIPAA), especially as it relates to the Agency's confidentiality requirements, and instruction on OSHA regulations regarding blood-borne pathogens, infectious disease plans, and hazardous chemical plan, and how, when and why to report incidents.
- h). Provide supervised clinical experiences for Students that fulfill the curriculum requirements of the Program and meet the objectives agreed upon by the College and the Agency. Allow Faculty access to the Facilities for the purposes of coordinating, observing and instruction of Students engaged in clinical experiences;
- i). Plan, administer and retain total responsibility for all aspects of the patient care program and provide for qualified supervision of all patient activities.
- j). Provide faculty and Students with, or seek emergency accident care for injuries, or illnesses of an acute nature, incurred while on duty at the Facilities. Emergency treatment of students

for any injuries incurred during clinical activities must be covered through the student's personal health insurance plan, or through his/her own resources. Personal health insurance coverage for the College's faculty and/or Students will not be the responsibility of the College and/or Agency.

- k). Not guarantee it will place or maintain placement of any Student at Agency.
- l). Notify College, in writing, of any Student whose work or conduct with clients, patients or personnel is not, in the opinion of Agency, in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient care or Agency's operation. The written notice shall contain a sufficiently detailed description of the work or conduct necessitating the notice or removal of the Student from the Facilities, within five (5) business days of the occurrence of the work or conduct in issue. Agency may immediately remove from the premises any Student who poses an immediate threat or danger to personnel or to the quality of medical services, or for unprofessional behavior. In such event, said Student's participation in the Program at Agency shall immediately cease, subject to being resumed only with the mutual written agreement of Agency and College.
- m). Orient Hospital staff to the curriculum and encourage an atmosphere conducive to learning;
- n). Provide Faculty with written policies, procedures, standards of care and protocols of Agency, which College acknowledges shall govern Students and Faculty involved in the Clinical Program. The Agency may at any time summarily relieve a Student from a specific assignment, or request that a Student or Faculty member leave a patient care area for causes related to the quality of patient care;
- o). Maintain its operating license and appropriate accreditation.

3. RESPONSIBILITIES OF COLLEGE. The College shall:

- a). Require a physical examination of all Students prior to their participation in the Program. This examination shall include general physical exam, utilizing history (mobility, motor skills, hearing, visual and tactile abilities) and immunization assessment (Rubella, Rubeloa, Varicella, Diphtheria, Hepatitis B) TB screening, and Tetanus.
- b). Provide Agency, in writing, the names of the Students assigned by College to participate in the Program prior to the beginning of the Program's educational experience(s).
- c). Present Program Students for clinical experiences who have adequate preclinical instruction and who, in the discretion of the Faculty, have adequately fulfilled the preclinical requirements of the Program curriculum;
- d). Agree to require Students to obtain and maintain, as a condition of their participation in the Program, and during the term of their Program participation at Agency, professional liability insurance. Such insurance shall be on a per occurrence basis in amounts no less than one

million dollars/three million dollars (\$1,000,000.00/\$3,000,000.00) for personal injuries. Prior to any Student commencing his or her training, the College shall provide the Agency with a Certificate of Insurance evidencing such coverage. Such professional liability insurance shall cover any and all liability for claims, damages, or injuries to persons whatsoever kind or nature arising out of the activities of such Student carried out under this Agreement. Agency shall be named as a loss payee insured under such professional liability policy or policies. In the event Students participating at Agency will not have patient contact, those Students shall not be required to procure and maintain any such policy or policies of liability insurance as described above.

- e). Provide the services of a Faculty member, or other College liaison, who will:
 - (1) Plan, in conjunction with staff member(s) of the Agency, the clinical experiences and patient care assignments that will fulfill the clinical requirements of the Program curriculum; and
 - (2) Meet with staff member(s) of the Agency to discuss the quality of the clinical experiences and any problems which may have arisen in the provision of those experiences.
- f). Upon receipt of Agency's written notice of a Student or other Program participant whose work or conduct with clients, patients or personnel is not in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient care or Agency's operation, evaluate such Student's or Program participant's conduct and take appropriate action. It is understood that, if Agency takes action under the provisions of Section 2.1., above, that the Student's or Program participant's participation in the Program at Agency shall immediately cease, subject to being resumed only with the mutual written agreement of College and Agency.
- g). Not guarantee it will place or maintain the placement of any Program Student at Agency.
- h). Agree to require participating Faculty, staff and Students to comply with the applicable policies and procedures of the Agency during the course of their participation, to the extent permitted by law and, in so far as they do not conflict with any of the College's policies and procedures, including those governing the use and disclosure of individually identifiable health information under Federal law and regulations, including but not limited to regulations under the Health Insurance Portability and Accountability Act ("HIPAA").

Solely for the purpose of defining the Students' role in relation to the use and disclosure of the Agency's protected health information, such Students are defined as members of the Agency's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, such Students are not and shall not be considered to be employees of the Agency.

Page: 5

Re: Affiliation Agreement between DBOT and

Date:

- i). Agree to require Program Students, Faculty and other College-employed Program participants, as a condition of their participation in the Program, to execute a Confidentiality Statement [(Exhibit A) or in another form mutually accepted by the Parties] with the Agency, acknowledging their responsibility under applicable Federal law and regulations, including but not limited to regulations under the Health Insurance Portability and Accountability Act (“HIPAA”), to keep confidential any information regarding Agency patients, as well as confidential information of the Agency.
- j). Maintain individual records of class and clinical instruction, evaluations of Students, preceptor, and Faculty competency and health.
- k). Establish and maintain for this clinical Program, curriculum standards and educational policies that meet College standards and applicable licensing and accreditation requirements;
- l). Administer, organize and operate the overall clinical educational Program and retain responsibility for the education of Students in and for the Program curriculum, its design, delivery, and quality;
- m). Provide course outlines to Agency that include objectives, goals and classes for each course providing clinical experience;
- n). Provide Agency with a copy of the College’s Student Code of Conduct Policy and/or the Health Science Program’s Student Handbook that sets forth the rules governing student behavior.

4. RESPONSIBILITY TO INFORM STUDENTS. The College shall inform its Students in the Program that as participants in the Program they are required to:

- a). Comply with the policies and procedures of Agency, to the extent permitted by law and, in so far as they do not conflict with any of the College’s policies and procedures, including the Agency’s policies on confidentiality and disclosure of information;
- b). Comply with state and federal laws and regulations;
- c). Provide and wear the necessary and appropriate uniform while on duty at Agency;
- d). Obtain prior written approval of the Parties before publishing any material related to the learning experience provided under the terms of this Agreement.
- e). Maintain the confidentiality of all records or information exchanged in the course of the Program.
- f). Acknowledge and agree that neither the College nor the Agency guarantees to place or maintain placement of any Program Student under this Agreement.

- g). Obtain and document, at the Student's sole expense, such trustworthy and verifiable criminal background and/or health or other information as Agency requests or requires as a prerequisite to Agency's considering Student for placement at Agency. Upon College's request, Student shall also submit the above-referenced criminal and/or health or other information to the College.
- h). Execute and abide by the Confidentiality Statement (Exhibit A) pursuant to Section 2(i) above.
- i). Procure and maintain, during the term of their Program participation at Agency, professional liability insurance. Such professional liability insurance shall cover any and all liability for claims, damages, or injuries to persons whatsoever kind or nature arising out of the activities of such Student carried out under this Agreement. Such professional liability insurance shall be on a per occurrence basis in amounts no less than one million dollars/three million dollars (\$1,000,000.00/\$3,000,000.00) for personal injuries. Agency shall be named as a loss payee under such professional liability policy or policies. College shall submit to Agency certificates of insurance evidencing such insurance at the time Student's Program participation at Agency is to begin. In the event Program Students participating at Agency will not have patient contact, those Students shall not be required to procure and maintain any such policy or policies of liability insurance as described above.

5. RESPONSIBILITY OF THE COLLEGE AND THE AGENCY: PROGRAM COORDINATION.

- a). College and Agency agree to work together to establish and maintain a quality Clinical Program. Agency agrees to take an active role in suggesting or establishing education policy, curriculum, and course content.
- b). College and Agency agree to provide representatives to form a Liaison Committee to meet periodically to fashion, discuss, evaluate, and make recommendations to revise the Clinical Program experience at Agency. College agrees upon request to provide representatives from the Faculty to serve on Agency committee(s) relevant to the Clinical Program.
- c). The parties acknowledge that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that student permission must be obtained before releasing specific student data to anyone other than College. College agrees to provide guidance to Agency with respect to complying with FERPA. Agency agrees to treat all student records confidentially and not to disclose student records except to College and Agency officials who have a legitimate need to know consistent with their official responsibilities.
- d). Neither party shall have the power to obligate the other party's resources, or commit the other party to any particular action.
- e). Both Parties and their employees shall conduct themselves in compliance with all applicable federal, state, and local laws, rules, and regulations and in compliance with the standards,

rulings, and regulations of the Joint Commission on Accreditation of Health Care Organizations, the Department of Health and Human Services, and the State Department of Health and Rehabilitative Services, as well as their own respective institutional rules and regulations.

- f). The College and the Agency agree that, in the event that either becomes aware of a claim asserted by any person arising out of this Agreement or any activity carried out under this Agreement, the Parties shall cooperate in securing evidence and obtaining the cooperation of witnesses.

6. REQUEST FOR WITHDRAWAL OF STUDENT. College shall have full responsibility for the conduct of any Student disciplinary proceedings and shall conduct the same, with input from Agency, in accordance with all applicable statutes, rules, regulations and case law.

- (a) No provision of this Agreement shall prevent Agency from refusing to accept or continue any Student in the Program who has previously been discharged for cause as an employee of the Agency, who has been removed from or relieved of responsibilities for cause by the Agency or for other good cause. The Agency shall notify the College in writing of its refusal to accept or continue a Student and the basis therefore. In an emergency, Agency can impose temporary withdrawal of a Student. The Agency shall provide to the College prompt written notice of such a withdrawal, which shall state the reason(s) for the temporary withdrawal.
- (b) The Agency may also submit a written request to College for the permanent withdrawal of any Student from the Program for a reasonable cause related to the need for maintaining a safe and orderly environment, and the College shall immediately comply with such request. The written request from the Agency shall set forth the basis for withdrawal.
- (c) In the event the College does not agree with the Agency's refusal to accept or continue a Student, its temporary withdrawal of a Student, or its request for permanent withdrawal of a Student, it shall promptly (in any event not later than five working days after receipt of the written notice or request from the Agency) provide the Agency with a written statement setting forth the basis for any such disagreement.
- (d) The Agency will defend, indemnify and hold the College harmless from any and all claims and costs arising from the Agency's refusal to accept, temporary withdrawal of, or request for the withdrawal of any Student, if the College has provided its timely written statement of disagreement, provided that the Agency is determined by any court or administrative agency of competent jurisdiction to have acted in an unlawful manner in refusing to accept, requiring the temporary withdrawal of, or requesting the withdrawal of a Student; and further provided that the College shall promptly notify the Agency of any such claim, provide the Agency with an opportunity to defend, and provide the Agency with all reasonable assistance, except financial, in making such defense. No settlement of any such claim as it relates to the Agency shall be effected without the consent of the Agency.

- (e) The College may at any time withdraw a Student whose progress, conduct, or work does not meet the standards of the College for continuation in the Program. Final action concerning the Student is the responsibility of the College.

7. INDEPENDENT CONTRACTOR/STUDENT STATUS. The relationship of the Parties hereunder shall be an independent contractor relationship, and not an agency, employment, joint venture or partnership relationship. Neither party shall have the power to bind the other party or contract in the name of the other party. All persons employed by a party in connection with this Agreement shall be considered employees of that party and shall in no way, either directly or indirectly, be considered employees or agents of the other party.

Students shall participate in the Program hereunder for the sole consideration of obtaining an educational experience. Each party agrees that the Students will be in a learning situation and that the primary purpose of the placement is for the Students' learning. It is further understood that the Student shall not at any time replace or substitute for any Agency employee. Nor shall Student perform any of the duties normally performed by an employee of the Agency except such duties as are a part of their training and are performed by the Student under the direct supervision of a Facility employee. Each party agrees that no Student in the Program(s) will be deemed to be an employee or volunteer of the Agency nor of the College, nor will the Agency or the College be liable for the payment of any wage, salary, or compensation of any kind for service provided by the Students. Further, no Student will be covered under the Agency's or the College's Worker's Compensation, social security, or unemployment compensation programs.

8. INSURANCE.

A. INSURANCE OF COLLEGE. The Agency acknowledges that the College is a political subdivision of the State of Florida and warrants, and represents that it participates in the Florida Community College Risk Management Consortium, with headquarters in Gainesville, Florida, for worker's compensation, general liability, and other coverage, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by the College. Its self insured fund and various policies are authorized and stated in Florida Statutes, Section 1001.64(27) and Section 768.28. The College agrees to maintain its participation in the Florida Community College Risk Management Consortium for the duration of this Agreement. Furthermore, nothing contained herein shall be construed or interpreted as: (i) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (ii) the consent of the College to be sued; or (iii) a waiver of sovereign immunity of the College beyond the waiver provided in Section 768.28, Florida Statutes.

B. INSURANCE OF AGENCY. Agency shall maintain, at its own cost and expense, general and professional liability insurance covering Agency as an entity and each of its health care providers against professional liability (malpractice) claims, in the minimum amount of One million dollars (\$ 1,000,000) per occurrence and Three million dollars (\$ 3,000,000) aggregate. Evidence of such insurance shall be provided to College upon request.

9. **ASSIGNMENTS.** This Agreement may not be assigned to a third party without the prior written consent of the non-assigning party.
10. **THIRD PARTY OBLIGATIONS.** This Agreement is made solely for the benefit of the Parties named in this Agreement, and is not intended to create rights or any cause of action in any third parties, including without limitation, Students.
11. **PERFORMANCE.** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute a default hereunder, or give rise to any claim for damages.
12. **TERM AND TERMINATION.** The term of this Agreement is _____, 20__ through _____, 20__ (the "Term"). This Agreement may be extended or renewed upon advanced written agreement of the Parties hereto.

If either party to this Agreement wishes to terminate the Agreement, it is understood that at least ninety (90) days prior written notice shall be given prior to the termination date of the Agreement. And, if such notice is given, this Agreement shall terminate at the end of the ninety (90) days' notice; EXCEPT THAT the Program shall continue as necessary on a limited basis for the purpose of permitting Students actually participating in the Program at the time of termination to finish the Program at Agency.

13. **APPLICABLE LAW.** The validity, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Florida.
14. **NONDISCRIMINATION.** During this Agreement, neither party shall discriminate against any person on the basis of race, color, religion, gender, national or ethnic origin, sexual orientation, disability or veteran or marital status.
15. **ENTIRETY OF AGREEMENT.** This Agreement contains the entire Agreement between the Parties and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter contained herein.
16. **AMENDMENTS AND MODIFICATIONS TO AGREEMENT.** All amendments and modifications to this Agreement shall be made by addenda and with the written mutual consent of both Parties. The addenda shall be attached to the Agreement, and shall include the date and signatures of Parties agreeing to the modification(s).
17. **COPIES OF AGREEMENT.** Copies of this Agreement shall be placed on file and be available at the College and at the Agency.
18. **NOTICES.** All notices under this Agreement shall be in writing and delivered by personal delivery or United States, certified, return receipt requested, mail. Such notices shall be delivered to the following:

Page: 10
Re: Affiliation Agreement between DBOT and
Date:

AGENCY LIAISON:

COLLEGE REPRESENTATIVE:

Louise Pitts, Dean
Valencia Community College
P.O. Box 3028, Mail Code 4-14
Orlando, FL 32802-3028
407/582-1537

APPROVED:

COLLEGE

By:

Keith Houck Date
Vice President for Administrative Services

AGENCY

By:

Date

(EXHIBIT A)
CONFIDENTIALITY STATEMENT

Page: 11

Re: Affiliation Agreement between DBOT and

Date:

School: _____

Program: _____

Facility/Agency: _____

The undersigned hereby acknowledges his/her responsibility under applicable federal law and regulations, including but not limited to regulations under the Health Insurance Portability and Accountability Act (“HIPAA”), to keep confidential any information regarding Facility/Agency patients, as well as all confidential information of Facility/Agency. The undersigned agrees, under penalty of law, not to reveal to any person or persons any specific information regarding any patient, except to authorized clinical staff and associated personnel of the Facility/Agency and, as necessary, to other Program Participants/Students at the Facility/Agency who are supervising or assisting the undersigned in the provision of services at Facility/Agency. The undersigned further agrees not to reveal to any third party any confidential information of Facility/Agency, except as required by law or as authorized by Facility/Agency.

Dated this _____ day of _____, 20__.

Program Participant/Student

Print Name

Witness

Print Name