



AFFILIATING AGREEMENT BETWEEN
THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
AND

THIS AFFILIATING AGREEMENT ("AGREEMENT") is made and entered into this _____ day of _____, 20____, by _____ and _____, hereinafter known as "AFFILIATING AGENCY", and THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA, a Political Subdivision of the State of Florida, whose address is 1450 NE 2 Ave., Suite _____, Miami, FL 33132, hereinafter known as "BOARD".

SCOPE OF AGREEMENT:

This is an AGREEMENT between the AFFILIATING AGENCY and the BOARD. The BOARD offers programs ("PROGRAMS") to enrolled students as listed below. The BOARD desires to provide to its students a clinical learning experience through the application of knowledge and skill in actual patient-centered situations in a health care facility. The AFFILIATING AGENCY agrees to make its facility available to the BOARD for such purposes.

TERM OF AGREEMENT:

The AFFILIATING AGENCY will commence performance of the AGREEMENT on the ____ day of _____, 20____, and will complete performance to the satisfaction of the BOARD no later than the ____ day of _____, 20____. The AGREEMENT may be extended for two (2) annual terms upon mutual agreement of the parties. The BOARD reserves the right to terminate this AGREEMENT without cause by giving thirty (30) days written notice to the AFFILIATING AGENCY.

HEALTH SCIENCE EDUCATION PROGRAMS

Allied Health Assistant
Dental Aide
Dental Assistant
Electrocardiograph Aide
Emergency Medical Responder
Health Unit Coordinator
Home Health Aide
Hemodialysis Technician
Medical Assistant
Medical Coder /Biller

Medical Laboratory Assistant
Nursing Assistant
Patient Care Assistant
Patient Care Technician
Pharmacy Technician
Practical Nursing
Surgical Technology
Vision Care Assistant
Phlebotomy

PARTIES MUTUALLY AGREE:

The AFFILIATING AGENCY and BOARD will cooperate to fulfill the following mutual Responsibilities to:

1. prepare student/patient assignments and rotation plans for each student and coordination of same with the AFFILIATING AGENCY;
2. not be responsible for the loss or damage to students' personal property while on the AFFILIATING AGENCY's premises; and
3. include the School District instructor at staff meetings when policies are discussed that will affect or are related to the PROGRAM. The AFFILIATING AGENCY shall provide the School District instructor with written notice of changes in AFFILIATING AGENCY's policies and procedures that impact the PROGRAM at least five (5) days prior to the effective date of such changes. (Policies presented for review and mutual acceptance.)

THE BOARD'S RESPONSIBILITY:

1. Clinical Program

BOARD shall be responsible for the implementation and operation of the clinical component of its program at the AFFILIATING AGENCY site, which PROGRAM shall be approved in advance by the AFFILIATING AGENCY. The BOARD agrees to:

- a. employ qualified instructors who shall be responsible for conveying the philosophy and objectives of the BOARD and for developing the curriculum;
- b. be responsible for the education of the student to the clinical experience at the AFFILIATING AGENCY site;
- c. continue oral and written communication with AFFILIATING AGENCY regarding student performance and evaluation, absences and assignments of students, and other pertinent information;
- d. comply with all relevant local, state, and federal laws and will comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of the AFFILIATING AGENCY;
- e. provide proof of professional liability insurance coverage with minimum limits of \$1,000,000/\$3,000,000, at BOARD'S expense. Students will be encouraged to be covered by their own health and accident plan. The BOARD is responsible to carry workers' compensation insurance and

unemployment insurance for School District instructor and staff assigned to the AFFILIATING AGENCY site; and

- f. maintain standards for participating students and facility which include but are not limited to, requirements for physical examination, T.B. (Tuberculosis) screening, MMR (measles, mumps, rubella) vaccination, tetanus, Varicella Titer or Chicken Pox vaccination, Hepatitis B vaccine (staff/students to show documentation) or declination form and education on universal precautions and blood borne pathogens.

2. Student Responsibility

The student agrees to:

- a. sign a Student's Statement of Responsibility (Attachment "A") hereby attached and incorporated into this Agreement and the Protected Health Information, Confidentiality and Security Agreement (Attachment "B") hereby attached and incorporated into this Agreement; and
- b. comply with all requirements found in the Student Handbook hereby incorporated by reference and comply with all relevant local, state, and federal laws.

AFFILIATING AGENCY'S RESPONSIBILITY:

AFFILIATING AGENCY agrees to:

1. provide site and reasonable opportunities for the student, who shall be supervised by the School District instructor, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or AFFILIATING AGENCY operations;
2. assist School District instructor with the evaluation of each student performance in the PROGRAM. However, the BOARD will remain solely responsible for the evaluation and grading of the student; and
3. permit the School District instructor free access and at no cost to the BOARD to the AFFILIATING AGENCY's premises for the purpose of supervising the students;

REQUEST FOR WITHDRAWAL OF STUDENT OR SCHOOL DISTRICT INSTRUCTOR:

The AFFILIATING AGENCY reserves the right to:

1. refuse its facilities and services to any student or School District instructor or

administrator who does not adhere to the policies and procedures of the AFFILIATING AGENCY or any appropriate authority controlling and directing said AFFILIATING AGENCY; and

2. withdraw or dismiss a School District instructor or student from the facility whose conduct, non-adherence to the dress code, work with patients, or general work and behavior is, in the reasonable opinion of the administrator of the AFFILIATING AGENCY is not in accordance with the acceptable standards of performance and ethics;

The BOARD reserves the right to:

1. withdraw, in accordance with law, a School District instructor and/or student whose progress, conduct or work does not meet the standards of the BOARD for continuation in the PROGRAM; and
2. withdraw or dismiss a student when his or her clinical performance is unsatisfactory to the AFFILIATING AGENCY.

MERGER AND MODIFICATION OF AGREEMENT:

This AGREEMENT constitutes the entire AGREEMENT between the parties. There are no understandings, agreements, or representations, oral or written, not specified within this AGREEMENT. This AGREEMENT may not be modified, supplemented or amended, in any manner, except by written agreement signed by both parties.

NON-DISCRIMINATION:

There should be no discrimination on the basis of race, creed, color, age, sex, religion, handicap, national origin, veteran status, or marital status in either selection of the student or as to any aspect of the clinical training; provided, however, that the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the student effective participation in the PROGRAM.

CONFIDENTIAL INFORMATION AND RECORDS:

The parties agree to abide by all applicable laws such as Family Educational Rights and Privacy Act ("FERPA") and the Health Insurance Portability and Accountability Act ("HIPPA") of 1996.

BACKGROUND SCREENING REQUIREMENTS:

The parties agree that each of its employees, or representatives who has direct contact with students, must comply with the requirements of Jessica Lunsford Act, 1012.465 F.S. The AFFILIATING AGENCY must fill out the Certification of Background Investigation

Compliance by the Affiliating Agency (Attachment C) hereby attached and incorporated into this agreement. The BOARD must fill out the Certification of Background Investigation Compliance by the Board (Attachment D) hereby attached and incorporated into this agreement.

INDEMNIFICATION CLAUSE:

To the fullest extent permitted by law, the AFFILIATING AGENCY and the BOARD indemnify and hold harmless each other and its employees. Each party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding in relation to this AGREEMENT.

The indemnification provisions of this AGREEMENT are not applicable to AGREEMENTS executed by state agencies or subdivisions, as defined under §768.28, Fla. Stat. or any other Florida statute applicable to sovereign immunity.

DUTY TO DEFEND

In the event of a third-party claim, the AFFILIATING AGENCY agrees, at its own expense, and upon written request by the BOARD, to defend any suit, action or demand brought against the BOARD on any claim or demand arising out of, resulting from or incidental to the third-parties performance under this AGREEMENT.

GOVERNING LAW & VENUE:

This AGREEMENT shall be governed and construed in accordance with the laws of the State of Florida. Any dispute with respect to this AGREEMENT is subject to the laws of Florida and venue in Miami-Dade County.

ACCESS TO RECORDS/FLORIDA'S PUBLIC RECORDS LAWS:

AFFILIATING AGENCY understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The AFFILIATING AGENCY shall keep and maintain public records required by the School Board to perform the service. The AFFILIATING AGENCY shall keep records to show its compliance with program requirements. AFFILIATING AGENCIES and subcontractors must make available, upon request of the School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the AFFILIATING AGENCY which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. AFFILIATING AGENCY shall ensure that public records that are exempt or confidential and exempt from public

records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the AFFILIATING AGENCY does not transfer the records to the public agency. The AFFILIATING AGENCY shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of the AFFILIATING AGENCY or keep and maintain public records required by the School Board to perform the service. If the AFFILIATING AGENCY transfers all public records to the School Board upon completion of the contract, the AFFILIATING AGENCY shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the AFFILIATING AGENCY keeps and maintains public records upon completion of the contract, the AFFILIATING AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-995-1128, pr@dadeschools.net, and 1450 NE 2 Avenue, Miami, Florida 33132.

SEVERABILITY:

If any term of this AGREEMENT is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected, and, if possible, the rights and obligations of the parties are to be construed and enforced as if AGREEMENT did not contain that term.

FORCE MAJEURE:

AFFILIATING AGENCY is not responsible for delay or default caused by fire, flood, riot, acts of God or war if the event is beyond AFFILIATING AGENCY reasonable control and AFFILIATING AGENCY gives notice to the BOARD immediately upon occurrence of the event causing the delay or default or that is reasonably expected to renew this AGREEMENT at least 60 days before the scheduled termination date.

TERMINATION OF AGREEMENT:

Each party reserves the right to terminate this AGREEMENT at any time and for any reason, upon giving thirty (30) days written notice to the other party, provided that all students currently enrolled in the PROGRAM at the AFFILIATING AGENCY'S 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 twelve (12) months. If said AGREEMENT should be terminated for convenience as provided herein, each party will be relieved of all obligations under this AGREEMENT. For purposes of notice, the BOARD's representative shall be the Director of the Choice Programs and School Choice of The School Board of Miami Dade County, Florida. In the event that a danger to student health, safety or welfare exists, at the sole discretion of the BOARD, this contractual agreement will be terminated immediately.

WRITTEN NOTICE DELIVERY:

Any notice required or permitted to be given under this AGREEMENT by one party to the other party will hereby be in writing and will hereby be given and deemed to have been given immediately if delivered in person to the recipient's address set forth in this section or on the date shown on the certificate of receipt if placed in the United States mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the receiving party at the address hereinafter specified.

AFFILIATING AGENCY's Address:

The address for AFFILIATING AGENCY for all purposes under this AGREEMENT and for all notices hereunder will hereby be:

AFFILIATING AGENCY: _____
Contact's Name/Title): _____
Attention: _____
Address: _____

Telephone #: _____
Fax #: _____

School Board's Address. The address for the School Board for all purposes under this AGREEMENT and for all notices hereunder will hereby be:

The School Board of Miami-Dade County, Florida
Attn: Alberto M. Carvalho, Superintendent
1450 N.E. Second Avenue, Suite 912
Miami, Florida 33132

With a copy to:

The School Board of Miami-Dade County, Florida
Department: Division of Career and Technical Education
Executive Director: Attention: **Lupe Ferran Diaz, Ph.D, Executive Director**
Address: 10151 NW 19 Avenue
Miami, FL 33147

And a copy to:

The School Board of Miami-Dade County, Florida
Attn: School Board Attorney
1450 N.E. Second Avenue, Suite 430
Miami, Florida 33132

<p>APPROVED AS TO FORM AND LEGAL SUFFICIENCY (as to the School Board):</p> <p>_____</p> <p>School Board Attorney - Signature</p> <p>Date: _____</p> <p>_____</p> <p>SUBMITTED BY:</p> <p>_____</p> <p>Division of Career and Technical Education Department Administrator - Signature</p> <p>Date: _____</p> <p><u>Lupe Ferran Diaz, Ph.D, Executive Director</u> (Name Typed)</p> <p>_____</p> <p>Risk Management - Signature</p> <p>Date: _____</p>	<p>THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA</p> <p>BY: _____</p> <p>Alberto M. Carvalho, Superintendent of Schools or Designee - Signature</p> <p><u>Alberto M. Carvalho, Superintendent of Schools</u> (Name Typed)</p> <p>Date: _____</p> <p>AFFILIATING AGENCY</p> <p>BY: _____</p> <p>Signature</p> <p>Name: _____</p> <p>(Name Typed) (Title) (Date)</p> <p>Address: _____</p> <p>_____</p> <p>Phone #: _____</p> <p>Fax #: _____</p>
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ATTACHMENT "A"

STUDENT'S STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in a clinical setting at _____ ("AFFILIATING AGENCY"), 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 The School Board of Miami-Dade, Florida ("BOARD") at AFFILIATING AGENCY'S facility unless such injury or loss arises solely out of AFFILIATING AGENCY'S gross negligence or willful misconduct.

Signature of Student

Date

Print Name

Parent or Legal Guardian if Student is under 18

Date

Print Name

ATTACHMENT "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, birth date, 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 Hospital's privacy policies.
	9. Breach of patient confidentiality by disregarding the policies governing PHI is grounds for dismissal from the Hospital.

- 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 Student

Date

Print Name

Parent or Legal Guardian if Student is under 18/Print Name

Date

Attachment "C"

Certification of Background Investigation Compliance by Affiliating Agency

On behalf of _____, I acknowledge and certify to The School Board of Miami-Dade, Florida ("BOARD") that we own, and have in our possession, a background investigation report. The AFFILIATING AGENCY certifies that it is in compliance with the requirements of the Jessica Lunsford Act §1012.465, F.S. and School Board Policies 8475, 1121.01, 3121.01 and 4121.01 as amended from time to time. AFFILIATING AGREEMENT certifies to the possession of a background investigation report on all its employees that have or will have direct contact with the student of the BOARD.

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

This certification is provided in lieu of providing a copy of the background investigation report.

Signature of Administrator
AFFILIATING AGENCY

Date

Printed Name

[Name of Organization]

ATTACHMENT "D"

Certification of Background Investigation Compliance by the Board

On behalf of _____, I acknowledge and certify to _____ ("AFFILIATING AGREEMENT") that we own, and have in our possession, a background investigation report. The BOARD certifies that it is in compliance with the requirements of the Jessica Lunsford Act §1012.465, F.S. and School Board Policies 8475, 1121.01, 3121.01 and 4121.01 as amended from time to time.

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

This certification is provided in lieu of providing a copy of the background investigation report.

Signature of Administrator
on behalf of the BOARD

Date

Printed Name

THE SCHOOL BOARD OF MIAMI-
DADE COUNTY, FLORIDA