



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

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THIS AFFILIATING AGREEMENT (“AGREEMENT”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between \_\_\_\_\_, 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  
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

**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 Statement of Responsibility (Attachment "A") and Statement of Confidentiality and Security (Attachment "D"); 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. See Attachments "C" and "D".

#### **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.

### **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.

**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:**

Department: The School Board of Miami-Dade County, Florida  
Division of Career and Technical Education  
Executive Director: Attention: **Dr. Rose L. Martin**  
Address: 1100 NW 71 Street  
Miami, FL 33150

**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><b>APPROVED AS TO FORM AND LEGAL SUFFICIENCY</b> (as to the School Board):</p> <p>_____ Walter J. Harvey, School Board Attorney - Signature</p> <p>Date: _____</p> <p>_____ Walter J. Harvey, School Board Attorney (Name Typed)</p> <p style="text-align: center;"><b>SUBMITTED BY:</b></p> <p>_____ Division of Career and Technical Education Department Administrator - Signature</p> <p>Date: _____</p> <p>_____ Dr. Rose L. Martin, Executive Director (Name Typed)</p> <p>_____ Risk Management - Signature</p> <p>Date: _____</p> <p>_____ Scott Clark, Risk &amp; Benefits Officer (Name Typed)</p>	<p><b>THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA</b></p> <p>BY: _____ Alberto M. Carvalho, Superintendent of Schools or Designee - Signature</p> <p>_____ Alberto M. Carvalho, Superintendent of Schools (Name Typed)</p> <p>Date: _____</p> <p style="text-align: center;"><b>AFFILIATING AGENCY</b></p> <p>BY: _____ Signature</p> <p>Name: _____ (Name Typed) (Title) (Date)</p> <p>Address: _____ _____</p> <p>Phone #: _____ Fax #: _____</p>
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