



June 22, 2009

## **M E M O R A N D U M**

**TO:** District Board of Trustees

**FROM:** William D. Law, Jr., President

**SUBJECT:** Affiliation Agreement – Health Facilities

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### Item Description:

This item requests that the Board authorize the President to enter into a new agreement with Select Specialty Hospital.

### Overview:

At the March 2009 Board of Trustees meeting, over 60 annual contracts with clinical sites for allied health programs were approved. At that time, we indicated that new agreements would be presented as they are developed. We have negotiated a new agreement with Select Specialty Hospital which will provide a clinical site for our nursing program.

### Salient Facts:

The content of this agreement is the same as those of other hospital affiliation agreements.

### Past Actions:

This is a new agreement.

### Future Actions:

If approved, this agreement will be added to the March 2010 Board item for annual renewal.

### Funding/Financial Matters:

There are no funding or financial matters associated with this agreement.

### Staff Resource:

Barbara Sloan

### Recommended Action:

That the Board authorize the President to enter into this agreement.

## **STUDENT AFFILIATION AGREEMENT**

This Agreement, entered into this 15<sup>th</sup> day of May, 2009 between Select Specialty Hospital – Tallahassee, Inc., (hereinafter referred to as the "Hospital"), and Tallahassee Community Collge (hereinafter referred to as the "School").

WHEREAS, the School has established an approved clinical program of special training in the nursing and respiratory programs covered by this Agreement (hereinafter referred to as the "Program"); and

WHEREAS, the Program requires facilities where students can obtain the clinical learning experience required in the curriculum; and

WHEREAS, the Hospital has the clinical setting needed by Program trainees as part of their practical learning experience;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises set forth herein, the School and the Hospital agree as follows:

### **1. RESPONSIBILITIES OF THE HOSPITAL**

1.1 The Hospital will provide clinical experience situations as described in the Program curriculum and in accordance with the objectives to be provided by the School and agreed to in writing by the Hospital.

1.2 The Hospital will designate appropriate personnel to coordinate the student's clinical learning experience in the Program who will work with the School to ensure that all students and faculty members have been fully oriented to the Hospital's Rules and Regulations, Policies and Procedures, Medical Staff Bylaws, and Code of Conduct.

1.3 The Hospital shall retain the right to remove from and deny access to its facility to (a) any student whose achievement, progress or adjustment does not warrant continuation of study at the Hospital, (b) any student or faculty member who fails to conform to the applicable rule, regulations or code of conduct of the Hospital, or (c) any student or faculty member whose professional or social conduct is, in the opinion of Hospital personnel, disruptive or otherwise destructive to the established practices or philosophy of the Hospital or its standing in the community. Such action shall be reported to the School's program coordinator. The Hospital shall retain the right to immediately remove any student or faculty member if the Hospital, in its sole discretion, determines that the actions of any student or faculty member are harmful and/or dangerous to the safety and welfare of the patients and staff.

1.4 The Hospital shall be responsible for and retain absolute control over the organization, administration, operation and financing of its services, including responsibility for all patient care. However, the School shall be responsible for any incident or event where a student or faculty member disregards or deviates from the standard of care, the Hospital's Policies and Procedures, Rules and Regulations, Medical Staff Bylaws, or Code of Conduct.

1.5 All students and faculty members are subject to the Hospital's authority and are responsible for reporting to the Director of Nursing or his or her designee.

1.6 The Hospital shall not be responsible for the direct supervision of students where no faculty member is on-site, except under special circumstances where the Hospital's Chief Executive Officer has provided written approval. Regular site visits by the Clinical Director are coordinated with Hospital.

1.7 The Hospital assumes no financial responsibility for the medical care and treatment of students or faculty members.

## 2. RESPONSIBILITIES OF THE SCHOOL

2.1 The School shall provide the Hospital with the clinical learning experience and objectives for the Program and will plan the schedules and assignments in coordination with the Hospital coordinator. This shall include the number of students assigned to a clinical area and the nature and extent of the clinical work experiences.

2.2 The School shall provide a sufficient number of qualified faculty members for teaching and supervision of students in the Program.

2.3 The School shall be responsible for the direct supervision of students at all times, except as provided for under Section 1.6. The School is responsible to determine whether a faculty member is competent to supervise students. If a supervising faculty member intends to leave and/or leaves the Hospital, that faculty member must notify the Director of Nursing prior to leaving and students may provide no clinical care until such time as a new supervising faculty member is assigned to the student(s).

2.4 The School will require all students and faculty members to abide by the rules, regulations, policies and procedures, standards of conduct and competency requirements of the Hospital, including but not limited to "The Role of the Student Nurse Related to Medication Administration and Monitoring." The School will require all students and faculty members to conduct themselves in a professional manner. All students and faculty shall wear the appropriate uniform or attire and display proper identification at all times while on Hospital premises.

2.5 The School will ensure that students understand Hospital's Policies and Procedures and follow these while on Hospital's premises. No student or faculty member shall be allowed into a clinical area until this requirement has been explained to the student and faculty member and they acknowledge, in writing, that they have reviewed and understand the Hospital's Policies and Procedures and have no questions regarding the standards set forth in the Policies and Procedures.

2.6 The School agrees that all students will be requested to undergo training on the Health Insurance Portability and Accountability Act (HIPAA), prior to their first clinical assignment.

2.7 The School will require students and faculty to maintain the confidentiality of patient information obtained while at the Hospital. All information obtained from patients, their records or computerized data is to be held in confidence and no copies of patient records shall be made. Students and faculty shall abide by all Hospital policies concerning medical records and computer systems.

2.8 The School assures that all students and faculty are covered by health and malpractice insurance as set forth in paragraph 3.1 below.

2.9 The School will ensure that, prior to clinical placement, it has conducted background checks and drug screens on each student prior to the date the student will begin their assignment at the Hospital. No student will be allowed into a clinical area until a background check and drug screen have been completed.

2.10 The School will assign to the Hospital only those students who have satisfactorily completed all prerequisites in the Program curriculum.

2.11 The School will ensure that, prior to clinical placement, each student and faculty member has had instruction in occupational exposure to bloodborne pathogens, protective practices to avoid contamination, and procedures for decontamination in case of exposure, or potential exposure, to infectious materials or potentially infectious materials in accordance with the federal guidelines "Occupational Exposure to Bloodborne Pathogens". No student or faculty member will be allowed into a clinical area until the training program has been completed.

2.12 The School will ensure that, prior to clinical placement, each student and faculty member has had instruction in exposure to tuberculosis, protective practices to avoid contamination, and procedures in case of exposure or potential exposure in accordance with the federal guidelines "Guidelines for Preventing the Transmission of Mycobacterium Tuberculosis in Health Care Facilities". No student or faculty member will be allowed into a clinical area until the training program has been completed.

2.13 The School will ensure that under no circumstances will any student provide clinical care to the Hospital's patients, without instruction from and supervision by a faculty member, except as provided for under Section 1.6.

2.14 The School shall recommend that its students and faculty members receive immunization against Hepatitis B. Students and faculty members who elect not to receive the Hepatitis B vaccine must sign a Hepatitis B declination form which will remain on file at the School. The School shall warrant that each student has either elected to receive the vaccine or has signed a declination form.

2.15 The School shall warrant that each student and faculty member has had the following:

2.15.1 A complete physical examination showing on record good health.

2.15.2 A PPD within the last year and showing on record freedom from tuberculosis.

2.16 The School acknowledges that all students and faculty shall be responsible for their own transportation to and from the Hospital and shall abide by all parking rules and regulations while on Hospital property.

### 3. INSURANCE AND INDEMNIFICATION

3.1 The School agrees, at its own expense, provide coverage for its activities in connection with this Agreement by maintaining in force during the term of this Agreement comprehensive general liability insurance with minimum coverage limits of an annual aggregate of Three Million Dollars (\$3,000,000) and professional liability insurance with minimum coverage limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. The duty to maintain such coverage for the period the student or faculty member is participating in the program shall survive the termination of this Agreement.

3.2 The coverage shall be written as primary coverage and not contributing with or in excess of any coverage that the Hospital may have. Neither the issuance of any insurance policy required under this Agreement, nor the minimum limits specified herein with respect to insurance coverage shall be deemed to limit or restrict in anyway the School's liability arising out of or under this Agreement. The insurance policies shall be issued by insurance companies reasonably acceptable to the Hospital.

3.3 The School, upon the execution of this Agreement, shall furnish Hospital with certificates evidencing compliance with these insurance requirements. No student or faculty member will be allowed into the clinical area until proof of insurance coverage has been provided. Certificates shall further provide for thirty (30) days advance written notice to Hospital of any cancellation of the above coverage.

3.4 The School agrees to be responsible for the acts and/or omissions of the School, its faculty, staff and students.

3.5 The Hospital agrees to maintain with an insurance carrier of its choice and at its sole discretion, cost and expense, medical professional liability insurance for limits of liability not less than \$20,000,000 per medical incident and commercial general liability insurance for limits of liability not less than \$20,000,000 per occurrence for bodily injury, property damage, and personal injury liability. These coverages can be provided under a single policy or combination of policies with total Aggregate Limits of Liability not less than \$20,000,000. These coverages will be maintained subject to a self-insured retention not to exceed \$2,000,000 per medical incident and \$2,000,000 per occurrence for commercial general liability claims. Hospital maintains adequate security for claims within the self-insured retention selected as determined by a reputable actuary.

### 4. PLACEMENT

The Hospital reserves the right to withhold placement of Program students depending upon the availability of facilities and personnel to adequately provide a satisfactory field experience.

### 5. NONDISCRIMINATION

The Hospital and the School agree that neither will discriminate in the performance of this Agreement against any individual on the basis of age, sex, race, color, religious belief, national origin, sexual preference or disability.

6. TERM

The term of this Agreement shall be one (1) year commencing on August 1, 2009. This Agreement shall automatically renew for additional terms of one year unless terminated by either party in accordance with this Agreement.

7. TERMINATION

(a) Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.

(b) Either party may terminate this Agreement immediately if there is an immediate threat to the safety and/or welfare of the Hospital's patients and/or staff related to the program.

8. INDEPENDENT CONTRACTOR STATUS

The parties hereby acknowledge that they are independent contractors. In no event shall this agreement be construed as establishing a partnership, joint venture or similar relationship between the parties hereto, and nothing herein contained shall be construed to authorize either party to act as agent for the other. The Hospital and the School shall be liable for their own debts; obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No student shall look to Hospital for any salaries, insurance or other benefits.

9. CONFIDENTIALITY

The School will require students to maintain the confidentiality of patient information obtained during the clinical or instructional experience at the Hospital. All information obtained from patients, their records or computerized data is to be held in confidence and no copies of patient records shall be made. It shall be required of students and supervising faculty that they not identify patients in papers, reports or case studies without first obtaining permission of the Hospital and the patient, utilizing the patient confidentiality policies and procedures of the Hospital. The School shall ensure that each student or faculty member abides by the Hospital's policies regarding Confidentiality and the use of computer systems.

10. NOTICES

Notices required under this Agreement shall be mailed to the parties at the following addresses:

THE SCHOOL: Tallahassee Community College  
444 Appleyard Drive  
Tallahassee, FL 32304  
Attn: Dr. Lois L. Ewen

THE HOSPITAL: Select Specialty Hospital - Tallahassee, Inc.  
1544 Surgeon's Drive  
Tallahassee, Florida 32308  
Attn: Chief Executive Officer

With a copy to:

Select Medical Corporation  
4714 Gettysburg Road  
P.O. Box 2034  
Mechanicsburg, PA 17055  
Attention: Associate Counsel

11. MISCELLANEOUS

11.1 Students and faculty shall not be reimbursed by the Hospital for rendering services during the course of the clinical work experience and shall not have a claim against the Hospital for worker's compensation benefits.

11.2 Those areas in which differences or conflicts exist between the Hospital and the School regarding rules, regulations, policies and procedures shall be resolved in favor of the Hospital and the rule, regulation, policy or procedure of the Hospital shall prevail. Such conflict shall be referred to the Hospital liaison and School program or course coordinator.

11.3 This agreement may not be assigned, in whole or in part, without the prior written consent of both parties.

11.4 This contract shall be construed and interpreted under the laws of the State or Commonwealth in which the Hospital is located.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of date first written above.

By: \_\_\_\_\_  
Lora Davis,  
Chief Executive Officer  
Select Specialty Hospital - Tallahassee, Inc.

By: \_\_\_\_\_  
William D. Law, Jr.  
President  
Tallahassee Community College