



OFFICE OF THE PRESIDENT

Item 5.3.1

PRESENT TO BOARD: JULY 18, 2018

TO: SOUTH FLORIDA STATE COLLEGE
DISTRICT BOARD OF TRUSTEES

FROM: THOMAS C. LEITZEL 

SUBJECT: AFFILIATION AGREEMENT – HIGHLANDS REGIONAL MEDICAL CENTER

Approval is requested to **renew** the affiliation agreements between Highlands Regional Medical Center and South Florida State College for the purpose of providing clinical rotations in the Phlebotomy program. This contract renews annually.

SUGGESTED MOTION:

Move to approve the renewal of the affiliation agreement between Highlands Regional Medical Center and South Florida State College as presented.

SCHOOL AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the "Agreement") is made as of this 23rd day of August, 2018 by and between South Florida State College, hereinafter referred to as "School" and Integrated Regional Laboratories, LLC., hereinafter referred to "Laboratory".

WITNESSETH:

WHEREAS, School offers to enrolled students a laboratory program in the field of Medical Technology

WHEREAS, Laboratory operates an independent clinical laboratory, and manages the laboratories in the comprehensive acute care medical surgical facilities of the East Florida Division of HCA; and

WHEREAS, School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations in a health care facility; and

WHEREAS, Laboratory has agreed to make its facility available to School for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

(a) **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its program at Laboratory ("Program"), which Program shall be approved in advance by Laboratory. Such responsibilities shall include, but not be limited to, the following:

- (i) Orientation of students to the clinical experience at Laboratory;
- (ii) Provision of classroom theory and practical instruction to students prior to their clinical assignments at Laboratory;
- (iii) Preparation of student/patient assignments and rotation plans for each student and coordination of same with Laboratory;
- (iv) Continuing oral and written communication with Laboratory regarding student performance and evaluation, absences and assignments of students, and other pertinent information;
- (v) Supervision of students and their performance at Laboratory;
- (vi) Participation, with the students, in Laboratory's Quality Assurance and related programs;
- (vii) Performance of such other duties as may from time to time be agreed to between School and Laboratory;
- (viii) Provide adequate documentation attesting to competency of each instructor.

All students, faculty, employees, agents and representatives of School participating in the Program at Laboratory (the "Program Participants") shall be accountable to the Laboratory's Administrator.

- (b) **Student Statements.** School shall require each Program Participant to sign a Statement of Responsibility, in the form attached hereto as Exhibit A, and a Statement of Confidentiality and Security, in the form attached hereto as Exhibit B.
- (c) **Insurance.** School shall obtain and maintain, or shall require each individual Program Participant to obtain and maintain, occurrence-type general and professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate per Program Participant, with insurance carriers or self-insurance programs approved by Laboratory and covering the acts and omissions of Program Participants. If such coverage is provided on a claims-made basis, then such insurance shall continue throughout the term of this Agreement and upon the termination of this Agreement, or the expiration or cancellation of the insurance, School shall purchase, or shall require each individual Program Participant to purchase, tail coverage for a period of three years after the termination of this Agreement or the expiration or cancellation of the claim-made coverage (said tail coverage shall be in amounts and type equivalent to the claims-made coverage). School shall further, at its expense, obtain and maintain workers' compensation insurance and unemployment insurance for School employees assigned to Laboratory. For all insurance required by this Paragraph 1(c), School shall require the insurance carrier notify Laboratory at least thirty (30) days in advance of any cancellation or modification of such insurance policy and shall provide to Laboratory, upon request, certificates of insurance evidencing the above coverage and renewals thereof.
- (d) **Health of Program Participants.** All Program Participants shall pass a medical examination acceptable to Laboratory prior to their participation in the Program at Laboratory at least once a year or as otherwise required by Florida law. School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Laboratory. In no event shall Laboratory be financially or otherwise responsible for said medical care and treatment. Program Participants will present the following health records on the first day of their educational experience at Laboratory (Program Participants will not be allowed to commence experiences until all records):
- (i) Tuberculin skin test within the past 12 months or documentation as a previous positive reactor; and
 - (ii) Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
 - (iii) Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
 - (iv) Proof of Hepatitis B immunization or declination of vaccine, if patient contact is anticipated.
 - (v) Proof of Influenza vaccination during the Flu season, October 1 to March 31, (or dates defined by CDC), or a signed Declination Form.
 - (vi) In addition, evidence of a Negative 10-panel drug screen, performed upon admission to the school, or, closer to the start time of clinical rotations, will be provided to the Laboratory.

- (e) **Dress Code; Breaks.** School shall require the students to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Laboratory's standards regarding same. All Program Participants shall remain on the Laboratory premises for breaks, including meals. Program Participants shall pay for their own meals at Laboratory.
- (f) **Performance.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Laboratory. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Laboratory and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Laboratory or the performance of services therein.
- (g) **Background Checks.** School represents that it will timely conduct (or will timely have conducted) a background check on each and every Program Participant at the Laboratory. Said background check shall include, at a minimum, the following:
- (i) Social Security Number Verification;
 - (ii) Criminal Search (7 years or up to 5 criminal searches);
 - (iii) Employment Verification to include reason for separation and eligibility for re-employment for each employer for 7 years (*not required for students younger than 21 years of age*);
 - (iv) Violent Sexual Offender and Predator Registry Search;
 - (v) HHS/OIG List of Excluded Individuals/Entities;
 - (vi) GSA List of Parties Excluded from Federal Programs;
 - (vii) Education verification (Highest Degree Received)
 - (viii) U.S. Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN);
 - (ix) Applicable State Exclusion List, if one.

The background check for Program Participants who are licensed or certified caregivers shall include the above, and in addition, shall include the following:

- (i) Education verification (highest level);
- (ii) Professional License Verification;
- (iii) Certification & Designations Check;
- (iv) Professional Disciplinary Action Search;
- (v) Department of Motor Vehicle Driving History, based on responsibilities;

- (vi) Consumer Credit Report, based on responsibilities.

School shall provide an *Attestation of Satisfactory Background Investigation and Drug and Alcohol Report* in the form attached hereto as the Exhibit C prior to each student and staff/faculty member's participation in the Program at the Laboratory. Should the background check disclose adverse information as to any School's representative, School shall immediately remove said School's representative from the Program.

- (h) **Drug and Alcohol Testing.** School represents that it will timely conduct (or will have timely conducted) a drug and alcohol test on each and every Program Participant.
- (i) To ensure the accuracy and fairness of the testing program, all collection and testing will be conducted pursuant to guidelines established by the Medical Review Officers of the testing facility and, if applicable, in accordance with Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines; a confirmatory test; the opportunity for a split sample; review by an MRO, including the opportunity for employees or students who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.
- (ii) Substances tested prior to placement at Laboratory must at a minimum include amphetamines, barbiturates, benzodiazepines, opiates, marijuana, codeine, and cocaine. Reasonable suspicion and reportable accident testing should include amphetamines, barbiturates, benzodiazepines, carisoprodol, opiates, fentanyl analogues, methadone, meperidine, marijuana, and cocaine.
- (i) **School Status.** School represents and warrants to Laboratory that the School and its Program Participants participating hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the School or a Program Participant being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify Laboratory of any change in status of the representation and warranty set forth in this section. Any breach of this Paragraph 1(h) shall give Laboratory the right to immediately terminate this Agreement for cause.

2. RESPONSIBILITIES OF LABORATORY.

- (a) Laboratory shall accept the Program Participants assigned to the Program by School and reasonably cooperate in the orientation of all Program Participants to Laboratory. Laboratory shall provide reasonable opportunities for such Program Participants, who shall be supervised by School and Laboratory, to observe and assist in various aspects of patient care to the extent permitted by applicable law and without disruption of patient care or Laboratory operations. Laboratory shall coordinate School's rotation and assignment schedule with its own schedule and those of other educational institutions. Laboratory shall at all times retain ultimate control of the Laboratory and responsibility for patient care.
- (b) Upon the request of School, Laboratory shall assist School in the evaluation of each Program Participant's performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. MUTUAL RESPONSIBILITIES. The parties shall cooperate to fulfill the following mutual responsibilities:

- (a) Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Laboratory or the School.
- (b) Any courtesy appointments to faculty or staff by either the School or Laboratory shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. WITHDRAWAL OF PROGRAM PARTICIPANTS.

Laboratory may request School to withdraw or dismiss a student or other Program Participant from the Program at Laboratory when his or her clinical performance is unsatisfactory to Laboratory or his or her behavior, in Laboratory's discretion, is disruptive or detrimental to Laboratory and/or its patients. In such event, said Program Participant's participation in the Program at Laboratory shall immediately cease. It is understood that only School can dismiss the Program Participant from the Program.

5. INDEPENDENT CONTRACTOR; NO OTHER BENEFICIARIES.

The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, Program Participants, or employees shall be considered agents, representatives, or employees of Laboratory. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Laboratory for any salaries, insurance or other benefits. No Program Participant or other third person is entitled to, and shall not, receive any rights under this Agreement.

6. NON-DISCRIMINATION.

There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, veteran status, or handicap in either the selection of students for participation in the Program, or as to any aspect of the clinical training; provided, however, that with respect to handicap, the handicap must not be such as would, even with reasonable accommodation, in and of itself preclude the Program Participant's effective participation in the Program.

7. INDEMNIFICATION.

To the extent permitted by applicable law and without waiving any defenses, School shall indemnify and hold harmless Laboratory and its officers, medical and nursing staff, representatives and employees from and against all liabilities, claims, damages and expenses, including reasonable attorneys' fees, relating to or arising out of any act or omission of the School or any of its faculty, Program Participants, agents, representatives and employees under this Agreement, including, but not limited to, claims for personal injury, professional liability, or with respect to the failure to make proper payment of required taxes, withholding, employee benefits or statutory or other entitlements. Laboratory shall indemnify School against liabilities, claims, damages and expenses, including reasonable attorneys' fees, incurred by School in defending or compromising actions brought against School arising out of or related to the Laboratory's performance of duties hereunder.

8. CONFIDENTIALITY.

School and its agents, Program Participants, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Laboratory and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Laboratory. School shall not disclose the terms of this Agreement to any person who is not a party to this Agreement, except as required by law or as authorized by Laboratory. Unauthorized disclosure of

confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide Laboratory with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

9. TERM; TERMINATION.

- (a) The initial term of this Agreement shall be 3 year(s), commencing on August 23, 2018, and ending on August 23, 2021.
- (b) Except as otherwise provided herein, either party may terminate this Agreement at any time without cause upon at least thirty (30) days prior written notice, provided that all students currently enrolled in the Program at Laboratory at the time of notice of termination shall be given the opportunity to complete their clinical Program at Laboratory, such completion not to exceed six (6) months.

10. ENTIRE AGREEMENT.

This Agreement and its accompanying Exhibits set forth the entire Agreement with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

11. SEVERABILITY.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

12. CAPTIONS.

The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.

13. NO WAIVER.

Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.

14. GOVERNING LAW.

This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

15. ASSIGNMENT; BINDING EFFECT.

School may not assign or transfer any of its rights, duties or obligations under this Agreement, in whole or in part, without the prior written consent of Laboratory. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.

16. NOTICES.

All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid,

addressed as follows:

If to Laboratory:

Integrated Regional Laboratories
5361 NW 33rd Ave
Fort Lauderdale, FL 33309
Attention: Chief Executive Officer

Copy to:

HCA
One Park Plaza, Bldg. 1, 2-East
Nashville, TN 37203

Attention: Operations Counsel

If to School

South Florida State College
600 W College Drive
Avon Park, FL 33825

or to such other persons or places as either party may from time to time designate by written notice to the other.

17. EXECUTION OF AGREEMENT.

This Agreement shall not become effective or in force until all of the below named parties have fully executed this Agreement.

18. HIPAA Requirements.

To the extent applicable to this Agreement, the School agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH ACT"), the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d through d-8 ("HIPAA") and any current and future regulations promulgated under either the HITECH Act or HIPAA 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. Parts 160, 162 and 164 (the "Federal Security Regulations") and the federal standards for electronic Transactions Regulations", all as may be amended from time to time, and all collectively referred to herein as "HIPAA Requirements.". The School further agrees not to use or disclose any Protected Health Information (as defined in 45 C.F.R. § 164.501) or Individually Identifiable Health Information (as defined in 42 USC § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. The School agrees to enter into any further agreements as necessary to facilitate compliance with HIPAA Requirements.

The School shall direct its Program Participants to comply with the policies and procedures of Laboratory, including those governing the use and disclosure of individually identifiable health information under federal law, specifically 45 CFR parts 160 and 164. Solely for the purpose of defining the Program Participants' role in relation to the use and disclosure of Laboratory's protected health information, the Program Participants are defined as members of the Laboratory's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, the Program Participants are not and shall not be considered to be employees of Laboratory.

19. COMPLIANCE WITH LABORATORY POLICIES AND PROCEDURES.

School and Program Participants shall comply with Laboratory Policies and Procedures to the extent such Laboratory Policies and Procedures do not conflict with the terms of this Agreement.

20. NO REQUIREMENT TO REFER.

Nothing in this Agreement requires or obligates School to admit or cause the admittance of a patient to Laboratory or to use Laboratory's services. None of the benefits granted pursuant to this Agreement is conditioned on any requirement or expectation that the parties make referrals to, be in a position to make or influence referrals to, or otherwise generate business for the other party. Neither party is restricted from referring any services to, or otherwise generating any business for, any other entity of their choosing.

THE PARTIES HERETO have executed this Agreement as of the day and year first above written.

Thomas Leitzel, Ph.D.

By: _____ 

Title: President

Integrated Regional Laboratories, LLC
Joanne Trout- CEO

By: _____

Title: _____