



EXECUTIVE SUMMARY

Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Dr. Donald Astrab exercised the authority delegated by the Board to execute the Standard Affiliation Agreement with Momentum Physical Therapy Center, LLC for Broward College PTA Program Student clinical experience/requirements.

Estimated Contract Spend Amount: \$0.00, Estimated Cumulative Amount: \$0.00, Estimated Contract Revenue: \$0.00, Funding Source: Not applicable

Presenter(s): Jeffrey Guild, Vice Provost of Academic Affairs

1. Describe the type (e.g., clinical affiliation, articulation) and purpose of the academic agreement.

Purpose is to permit Broward College Student's presence in the Momentum PT facilities to satisfy course requirements for practical experiences in their program of study. The standard affiliation agreement provides the parameters under which students enrolled in the PTA Program can complete clinical courses at Momentum PT facilities. Roughly 6 students will use this clinical site per academic year.

2. Describe anything unusual about the academic agreement and why it was determined acceptable.

Not Applicable. This is a standard affiliation agreement.

This Executive Summary is approved by:

**Jeffrey Guild
Vice Provost of Academic Affairs**



CLINICAL AFFILIATION AGREEMENT

This Affiliation Agreement ("Agreement") is entered into and effective as of November 13, 2024 between The District Board of Trustees of Broward College, Florida, ("College"), and Momentum Physical Therapy Center, LLC ("Agency") (collectively, the "Parties").

WHEREAS, the Agency is located at 4113 N. Federal Highway, Ft Lauderdale FL, 33308, and provides clinical and/or medical services;

WHEREAS, the College is a public higher education institution with approved programs of study as specified in Exhibit "A" ("Program(s)"), which require clinical or observation experiences of students enrolled therein, and desires its students enrolled in the Programs ("Program Students") to obtain clinical or observation experience at the Agency; and

WHEREAS, Agency is a healthcare facility which has the resources (including but not limited to the equipment and staff) to provide the educational experiences required by the Programs, and has agreed to make such resources available to the College; and

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

WHEREAS, the Parties agree that the sole purpose of this Agreement is to educate students, and not to provide a service. The Parties are not business associates under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

NOW AND THEREFORE, in consideration of the promises and the mutual covenants and agreements contained herein, the College and the Agency agree that any clinical or observation experience established and implemented by the Agency and the College during the term of this Agreement shall be subject to the following terms and conditions:

1. PURPOSE.

Educating the student shall be the only purpose of the program.

2. RESPONSIBILITY OF THE AGENCY.

Except for acts to be performed by the College pursuant to the provisions of this Agreement, the Agency shall furnish the Facilities, personnel, services and all other items necessary for the educational experience. In connection with such clinical or observation experience, the Agency also shall:

- a) Accept College students as determined by mutual consultation and to make its facilities available to the College in order to provide necessary clinical or observation experiences;
- b) 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;



- c) Provide the Program Students and Faculty with an orientation of the Agency, or orientation packets about the Agency, which will include training about policies and procedures, including without limitation HIPAA, as modified by the Health Information and Technology for Economic and Clinical Health Act (HITECH Act), 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 plans, and how, when and why to report incidents;
- d) Maintain its operating license and appropriate accreditation;
- e) Provide supervised educational experiences for Program 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 Agency for the purposes of coordinating, observing and instruction of Program Students engaged in educational experiences;
- f) Plan, administer and retain total responsibility for all aspects of patient care and provide for qualified supervision of all patient activities;
- g) When requested and mutually agreed upon, assist in the responsibility for the direct guidance and supervision of the Program Students while on the premises of the Agency and cooperate in evaluating Program Student performance. The qualifications of the Agency staff participating in the supervision of the Program Students shall be subject to review and approval by the College; and
- h) Provide Faculty and Program Students with, or seek emergency accident care for injuries, or illnesses of an acute nature, incurred while on duty at the Agency. Emergency treatment of Program Students or Faculty for any injuries incurred during educational activities must be covered through the individual's personal health insurance plan, or through his/her own resources. Personal health insurance coverage for the College's Faculty and/or Program Students will not be the responsibility of the College and/or the Agency.

3. RESPONSIBILITIES OF COLLEGE.

The College shall:

- a) Be responsible for the classroom instructional curriculum, maintenance of permanent records, all educational experiences, and evaluation of programs through an employed instructor;
- b) Select practical educational experiences based upon the needs of the Program Students to meet the objectives of the program;
- c) At its discretion, appoint a Program Director and clinical instructors as required for a given program. The Agency shall assure College personnel access to the appropriate clinical areas to perform instruction and evaluation of the program and Program Students;
- d) Present Program Students for the Clinical who have adequate preclinical instruction and who, in the discretion of the Faculty, have adequately fulfilled the preclinical requirements of the Program curriculum;
- e) Direct participating Faculty, staff and Program Students to comply with the applicable policies and procedures of the Agency during the course of their participation, to the extent permitted by law. Solely for the purpose of defining the Program Students' role in relation to the use and disclosure of the Agency's protected health information, such Program 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 Program Students are not and shall not be considered to be employees of the Agency or of the College; and



f) Recommend appointment of affiliate faculty. The College Program Director shall advise affiliate faculty regarding course content, objectives, student evaluation criteria and procedures. Affiliate faculty are responsible to the program Director for the supervision of Program Students. Continuation and renewal of affiliate faculty status is contingent upon satisfactory performance and the College's need for the position in the Agency.

4. RESPONSIBILITY TO INFORM PROGRAM STUDENTS.

The College shall inform the Program Students that as participants in the clinical or observation experiences they are required to:

- a) Comply with the policies and procedures of the Agency, to the extent permitted by law, 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 the Agency;
- d) Maintain the confidentiality of all records or information exchanged in the course of the clinical or observation experience and not disclose or reveal any confidential information to any third party without the express prior written consent of the Agency; and
- e) Acknowledge and agree that neither the College nor the Agency guarantee to place or maintain placement of any Program Student under this Agreement.

5. RESPONSIBILITY OF THE COLLEGE AND THE AGENCY.

- a) The College and the Agency agree to work together to establish and maintain a quality clinical or observation experience;
- b) The Parties acknowledge that many student education records are protected by the Family Educational Rights and Privacy Act ("FERPA"), [20 United States Code sections 1232(g), 1232(h) and 1232(i)], and federal regulations issued pursuant to such act, and by state law in s. 1002.22, F.S., and that generally, written student consent must be obtained before releasing personally identifiable student education records to anyone other than the College. The College agrees to provide guidance to the Agency with respect to complying with the provisions of FERPA and similar state law. The Agency agrees to treat all student education records that are specifically identified as such by the Parties confidentially and not to disclose such student education records except to the College and the Agency officials who need the information to fulfill their professional responsibilities, or as required or permitted by law. The Parties acknowledge that the fact that a Program Student is mentioned in a record or report generated and/or maintained by the Agency in the normal course and scope of its operations, and not created or maintained by the College, may not cause such record or report to be considered a "student education record" for purposes of this paragraph;
- c) Neither party shall have the power to obligate the other party's resources, or commit the other party to any particular action; and
- d) 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 relevant accreditation and regulatory bodies, as well as their own respective institutional rules and regulations.



6. REQUEST FOR WITHDRAWAL OF FACULTY OR PROGRAM STUDENT.

The College shall have full responsibility for the conduct of any Program Student or Faculty disciplinary proceedings and shall conduct the same, with input from Agency, in accordance with all applicable statutes, rules, regulations and case law. At the discretion of the Agency or the College, any student deemed ineligible for the reasons of health, performance, or any other reasonable and legally permissible cause shall be withdrawn from the Agency and whenever possible, the Agency will notify the College as soon as possible and provide the College with an opportunity to cure the reason for the withdrawal.

7. INDEPENDENT CONTRACTOR/STUDENT STATUS.

a) 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. Program Students shall not be considered employees of either party except to the limited extent covered in Section 3(e) herein. In no circumstance shall Program Students be considered employees or agents of the College, and the College shall not be responsible for the actions or omissions of Program Students.

b) Program Students shall participate in the clinical or observation experience hereunder for the sole consideration of obtaining an educational experience. Each party agrees that the Program Students will be in a learning situation and that the primary purpose of the placement is for the Program Students' learning and the benefit of the Program Students. It is further understood that the Program Student shall not at any time replace or substitute for any Agency employee. Nor shall the Program 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 Program Student under the direct supervision of an Agency employee. At all times, the Agency will maintain full responsibility for patients being cared for by Program Students in the College program. Program Students are not entitled to a job at the completion of the educational experience. All services rendered by Program Students under this Agreement for the Agency, employees, and patients shall be uncompensated and shall be deemed to be given in consideration for instruction and educational experience. Further, no Program Student will be covered under the Agency's or the College's Worker's Compensation, social security, or unemployment compensation programs while participating in the clinical or observation experience.

8. INSURANCE.

a) Proof of professional liability insurance coverage for the Program Students and the certified instructors will be provided by the College in the minimum amount of \$1,000,000/\$3,000,000 per year. Upon request, the College shall provide the Agency with Certificate of Insurance evidencing that this coverage has been obtained;

b) 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 College System 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 College System 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.



9. ASSIGNMENTS.

Agency shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Agreement without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void.

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, Program 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 November 13 , 20 24 through November 12 , 20 29 ("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. If such notice is given, this Agreement shall terminate at the end of the ninety (90) days' notice period; EXCEPT THAT the clinical or observation experience and this Agreement shall continue to be effective for the purpose of permitting Program Students in the midst of a clinical or observation experience to complete the clinical or observation experience.

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, marital status or any other basis prohibited by law.

15. ENTIRE 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.

This Agreement may be amended only when reduced to writing and signed by both Parties.

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 of United States, certified mail, return receipt requested. Such notices shall be delivered to the following:

College	Agency
Contact: <u>Nora Powell, Dean of Allied Health Sc.</u>	Contact: <u>Wendy Yunker, PT</u>
Address: <u>1000 Coconut Creek Parkway</u>	Address: <u>4113 N. Federal Highway</u>
City: <u>Coconut Creek</u>	City: <u>Fort Lauderdale</u>
State/Zip: <u>FL 33066</u>	State/Zip: <u>Florida 33308</u>
Phone: <u>954-201-2060</u>	Phone: <u>954-332-0501</u>
Email: <u>NPOWEL1@broward.edu</u>	Email: <u>wyunkerpt@gmail.com</u>

19. ADDITIONAL TERMS AND CONDITIONS.

Parties shall initial here if there are any changes, deletions and/or additions to the terms and conditions and they are contained in Exhibit "B."

College	Agency
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In executing this Agreement, each of the Parties represents and warrants that they are authorized by their respective principals to enter into this Agreement and to give it binding legal effect. The parties to this Agreement accept these terms through their respective representatives on the day noted above.


COLLEGE

Signed by:

 Signature
 Donald Astrab

Name
 Interim President
 Title

AGENCY


 Signature
 Wendy A. Yunker, PT
 Name
 Owner/Physical Therapist
 Title





**CLINICAL AFFILIATION AGREEMENT
EXHIBIT "A"**

The Program(s)

Physical Therapist Assistant

