



EXECUTIVE SUMMARY

Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Dr. Jeffrey Nasse exercised the authority delegated by the Board to execute a student clinical affiliation agreement with Cleveland Clinic for the College's Health Science Programs. Fiscal Impact: None

Presenter(s): Jamonica Rolle, Vice Provost, Academic Affairs

Considerations: This Clinical on-site is needed to fulfill the mission of the Health Science Programs, Associate Degree in Nursing (ASN) and RN to BSN programs. This clinical on-site is vital to the success of Broward College students enrolled in the Health Science Programs of study.

How does this impact student success: The use of this clinical on-site will ensure that students in the Health Science Programs of student, Associate Degree in Nursing (ASN) and RN to BSN programs will gain practical experience by working alongside their employee practitioners.

What objective of the Social Enterprise Plan is advanced through this action: This aligns with the Social Enterprise Plan tactic of Answer the Call for Healthcare Professionals and the tactic goal of increasing the number of health care professionals available to care for our community.

Small Business Firm (Yes, No, N/A): N/A

Broward Firm (Yes, No, N/A): N/A

FISCAL IMPACT:

Description: A student clinical affiliation agreement between Cleveland Clinic and Broward College Health Sciences students to complete their required clinical experience.

Jeffrey Nasse

Jeffrey Nasse, Provost and SVP of Academic Affairs


3/18/2023








APPROVAL PATH: 11030: Cleveland Clinic

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Sara Turpel	Dean Review		✔ Completed	
2	Jamonica Rolle	Vice Provost Review		✔ Completed	
3	Jeffrey Nasse	Provost and SVP of Academic Affair		✔ Completed	
4	Legal Services Review Group	Review and Approval for Form and		✔ Completed	
5	Electronic Signature(s)	VP/CP Signature via DocuSign		✔ Completed	
6	Pending Counter-Signature(s)	Review		✔ Completed	
7	Board Clerk	Agenda Preparation		✔ Completed	
8	District Board of Trustees	Meeting	06/25/24 01:00 PM	🕒 Pending	



This page needs to be retained with the Agreement at all times.

COMPANY INFORMATION

DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE
3501 SOUTHWEST DAVIE ROAD
DAVIE, FL 33314

CONTRACT INFORMATION

Contract ID: 4288005
Master Agreement Number:
Dept Reference No.:
Contract Description: CLINICAL EDUCATION AGREEMENT - CONTRACT RENEWAL -
SUPERSEDES 4130298 EXPIRATION 6/30/2023
Institute: Regional Hospital
Submitting Dept: ANESTHESIOLOGY
Contract Amount: \$0
Dept Contact: ESTELA VILLALONA

TERM INFORMATION

Effective Date: 7/1/2023
Expiration Date: 6/30/2028
Term Type: Fixed

LEGAL TEAM INFORMATION

Attorney: MARLEINA DAVIS

Paralegal: JANICE LUCKE SMITH

Contract approved as to form for: 4288005
Attorney: DAVIS, MARLEINA
By: Smith, Janice
Date: 5/30/2023 9:45:17 AM

CLEVELAND CLINIC FLORIDA CLINICAL EDUCATION AGREEMENT

This Clinical Education Agreement (“Agreement”) is between Cleveland Clinic Florida (a Nonprofit Corporation), a Florida nonprofit corporation with its principal place of business at 2950 Cleveland Clinic Boulevard, Weston, Florida 33331 and Cleveland Clinic Weston Hospital Nonprofit Corporation, a Florida nonprofit corporation with its principal place of business at 3100 Weston Road, Weston, Florida 33331 (hereinafter collectively referred to as “CCFL”), and **The District Board of Trustees of Broward College, Florida, a political subdivision of the State of Florida, located at 3501 S.W. Davie Road, Davie, Florida 33314 (“School”).**

CCFL operates a medical clinic and hospital, together with associated laboratory and research facilities dedicated to better care of the sick, further study of their problems and more teaching of those who serve. **School is a duly accredited educational institution that offers programs leading to an Associate of Science degree in the field of Nursing and a Bachelor of Science (RN to BSN) degree in the field of Nursing** (each a “Program” and collectively, the “Programs”), which require a clinical rotation.

In consideration of the mutual covenants and promises herein contained, the sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1) Training Program:

- a. CCFL and School hereby agree to conduct a program of clinical training and instruction (the “Training Program”) for the students of School in the applicable clinical Program (the “Students”).
- b. Prior to any Student arriving at CCFL facilities, the parties will develop a mutually acceptable written description of the purpose and goals of the Training Program.
- c. CCFL has no obligation to accept any Students pursuant to this Agreement, whether or not School has complied with the obligations set forth below. The acceptance of Students shall be at CCFL’s sole discretion.

2) School’s Obligations:

- a. Collaborate with CCFL to implement a meaningful Training Program for the Students.
- b. When applicable, provide clinical instructors (“Instructors”) to supervise, in coordination with CCFL staff, the Students during the Training Program at CCFL. The Instructors, in communication and coordination with CCFL staff, will oversee the experience and activities of Students during the Training Program. To the extent that School provides Instructors, such Instructors are subject to the same conditions and requirements as Students while on-site at CCFL.
- c. Notify Students that prior to and as a condition of their participation in the Training Program, Students must:
 1. complete health screening tests as CCFL may require to ensure Students are suitable and



able to interact with patients.

2. pass a drug screening test and a criminal background check to ensure suitability for patient interaction.
3. obtain and maintain during the Training Program professional liability insurance with minimum coverage limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Upon request, School shall provide a certificate of insurance specifically evidencing such coverage.
4. obtain and maintain a policy of health insurance providing basic medical, surgical and hospitalization benefits.
5. have received instruction on standard precautions for the purpose of reducing risk of exposure to body fluids and airborne pathogens, antibody or antigen testing including tuberculosis and vaccination in accordance with the requirements of the Occupational Safety and Health Administration (OSHA). If Hepatitis B vaccination is declined the Student shall be required to sign a form indicating that he or she is aware of the risks associated with the virus.

School's Academic Program Director must attest through CCFL's electronic onboarding system ("SilkRoad"), that each Student satisfies each of the above requirements.

d. Inform Students that:

1. CCFL is committed to providing a drug-free work environment. Accordingly, CCFL will not tolerate the unlawful or unauthorized use, manufacture, possession, sale or transfer of illegal or controlled substances of abuse or unauthorized use of alcohol on or around CCFL property.
 2. Students must abide by the applicable policies, procedures, rules and regulations of CCFL and the department in which they may be training.
 3. Students are not considered employees, trainees or agents of CCFL for any purpose and shall not be entitled to any salary or employment-based benefits.
- e. School agrees that CCFL may immediately restrict or terminate any Student's participation in activities at CCFL relating to the Training Program as a result of lack of competence, or conduct or behavior which is considered by CCFL, in its sole discretion, to be detrimental or hazardous to the health or safety of its patients, staff, employees or agents. In the event of such restrictions or termination, the Student's recourse shall be limited to such procedures and policies as set forth by School.
- f. School should ensure that Students initiate SilkRoad onboarding requirements at least two weeks prior to the start of the Training Program to ensure sufficient time to complete the required tasks, which include, but are not limited to, viewing a video in its entirety regarding CCFL's patient information privacy policies and practices, reading CCFL's Student/Observer Orientation Manual, and electronically signing eForms relating to Policy



Attestations, Conditions of Use, Confidentiality, Infection Control, and Orientation & HIPAA Training Attestation. All SilkRoad tasks must be completed prior to the start of the Training Program.

3) CCFL's Obligations:

- a. Collaborate with School to implement a meaningful Training Program for the Students.
- b. Supervise Students while they are on-site participating in the Training Program, unless School is providing the Instructors.
- c. Retain responsibility for patient care. Students will be trainees and will not replace members of CCFL's staff. Students will not give service to patients at CCFL apart from that rendered as part of the Training Program and will follow all directives of CCFL's staff in regard to patient care.
- d. Provide Students while they are on-site participating in the Training Program with the same emergency medical care or minor medical treatment as that extended to employees of CCFL in case of injury or illness on duty. Students are financially responsible for and will be billed accordingly for such services.
- e. Evaluate Students' performance according to objective criteria developed by CCFL and the School.

4) Term and Termination. This Agreement is effective as of the **1st day of July, 2023 and unless terminated as set forth below, will continue for five (5) years until the 30th day of June, 2028.** Either party may terminate this Agreement upon ninety (90) days' prior written notice to the other party; provided, however, that subject to Sections 2(e), 5(b) and 5(c), the parties will use their best efforts to ensure that any Students then participating in the Training Program are able to complete the Training Program.

5) Miscellaneous:

- a. Non-Discrimination. Each party agrees not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a disabled veteran or veteran of the Vietnam era.
- b. Compliance with Law. The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party.
- c. Compliance with Federal Programs. School hereby represents and warrants that it has not been debarred, suspended, excluded or otherwise determined to be ineligible to participate in federal healthcare programs (collectively, "Debarred") and acknowledges that CCFL shall have the right to terminate this Agreement immediately in the event that School is Debarred. Accordingly,



School shall provide CCFL with immediate notice if School (i) receives notice of action or threat of action with respect to its Debarment during the term of this Agreement; or (ii) becomes Debarred.

- d. Compliance with HIPAA. School acknowledges that CCFL is obligated to comply with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the related regulations, as they may be amended from time to time. School agrees: (i) to keep all patient information, defined as protected health information in HIPAA, strictly confidential and (ii) not to interfere with CCFL's ability to comply with the Privacy Rule. In addition, School shall notify Students that they are subject to the same obligations as School for purposes of this Section 5(d).
- e. Tax-Exempt Status. The parties recognize that CCFL is a non-profit, tax-exempt organization and agree that this contract will take into account and be consistent with CCFL's tax-exempt status. If any part or all of this Agreement is determined to jeopardize the overall tax-exempt status of CCFL and/or any of its exempt affiliates, then CCFL will have the right to terminate this Agreement immediately.
- f. Use of Name. Neither party shall use the name, logo, likeness, trademarks, image or other intellectual property of the other party for any advertising, marketing, endorsement or any other purposes without the specific prior written consent of an authorized representative of the other party as to each such use.
- g. Severability. The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void or unenforceable, the remaining provisions will remain in full force and effect.
- h. Waiver. The waiver of any breach of any term of this Agreement does not waive any subsequent breach of that or another term of this Agreement.
- i. Assignment. Neither party may assign this Agreement or any rights or obligations under this Agreement to an unaffiliated third party without the prior written consent of the other party. Any assignment in violation of this provision is null and void.
- j. Notice. Any notice or other communication required or permitted under this Agreement shall be in writing, delivered in person or by certified mail or overnight delivery by a nationally recognized delivery service, and will be deemed given as of the date it is received by the receiving party. Notice shall be given to the parties at the addresses and to the attention of the departments listed in the preamble to this Agreement.
- k. Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- l. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Florida without regard to its conflict of laws provisions.
- m. Entire Agreement. This Agreement shall constitute the entire agreement and understanding between CCFL and School as to the subject matter hereof and supersedes all prior discussions,



agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter. This Agreement may subsequently be modified only by a written document executed by both parties.

- n. Counterparts/Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one (1) Agreement. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement to physically form one (1) document. Furthermore, the parties agree that facsimile or electronic signatures shall have the same force as an original signature.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below their names.

**Cleveland Clinic Florida
(A Nonprofit Corporation)**

**The District Board of Trustees of
Broward College, Florida**

By: David Cato
 Name: David Cato
 Title: Chief of Operations, FL Region
 Date: 5/31/2023

DocuSigned by:
Jeffrey Nasse
 By: Jeffrey Nasse
 Name: Jeffrey Nasse
 Title: Provost & SVP Academic Affairs
 Date: 5/23/2023

**Cleveland Clinic Weston Hospital
Nonprofit Corporation**

By: David Cato
 Name: David Cato
 Title: Chief of Operations, FL Region
 Date: 5/31/2023

By: _____
 Name: _____
 Title: _____
 Date: _____

