

**ST. PETERSBURG COLLEGE
COLLEGE OF NURSING
AND
ALL CHILDREN'S HOSPITAL, INC.**

EDUCATIONAL AFFILIATION AGREEMENT

Board of Trustees of St. Petersburg College

THIS AGREEMENT, effective this 24th day of October, 2005, by and between ¹**ST. PETERSBURG COLLEGE, COLLEGE OF NURSING**, hereinafter referred to as "**University**", and **ALL CHILDREN'S HOSPITAL, INC.**, of St. Petersburg, Florida, a Florida non-profit corporation, hereinafter referred to as "**Hospital**".

WITNESSETH

WHEREAS, the University offers an educational program in Nursing, hereinafter referred to as "**Program**"; and

WHEREAS, clinical education and experience are required integral components of the curriculum of the Program; and

WHEREAS, the Hospital operates an acute care pediatric hospital, which provides nursing services to patients who would benefit from such services; and

WHEREAS, the University desires the Hospital's assistance in developing and implementing the clinical education phase of Program's curriculum; and

WHEREAS, the Hospital is willing to allow students of the Program access to the patients and facilities of the Hospital for the clinical education phase of the Program's curriculum.

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

1. That students of the Program may access the Hospital for clinical experience. The number of students, the clinical educational experiences to be provided, and specific dates the students will be utilizing the Hospital will be established and agreed upon in writing by both parties at least fourteen (14) days in advance of the specific session. The Hospital reserves the right to decline to accept students for any specific session, based upon staffing, patient load or other operational considerations. Student learning experiences will be selected and planned by the University faculty in cooperation with appropriate Hospital personnel.

The Hospital's clinical supervisors may meet with the University faculty and students on an annual basis. The University's faculty may visit the Hospital as appropriate.

2. The Hospital agrees:

- (a) To provide opportunities for observation and practice experience for one or more students from the Program under the supervision of Hospital personnel.

- (b) To provide classroom space, conference room space and library facilities for use of available instructional materials where applicable and when not being used by Hospital personnel.
- (c) To orient faculty and students to the Hospital's facilities, policies and procedures.
- (d) To retain overall responsibility for the quality of patient care.
- (e) To comply with all applicable federal, state and local laws, ordinances, rules and regulations.
- (f) To permit the authority responsible for accreditation of the University's curriculum to inspect the facilities and services of Hospital upon reasonable advance written notice.
- (g) To designate in writing a person to serve as liaison to University in administering the student learning experiences (the "Hospital Liaison").
- (h) To allow students, at their own expense, to use Hospital's dining facility.
- (i) To provide each assigned student with a planned, supervised program of clinical experience.
- (j) To advise the University at the earliest possible time of any changes in Hospital operation, policies or personnel which may affect clinical education of the student.
- (k) To advise the University at the earliest possible time of any serious deficiency noted in an assigned student's performance.

3. The University agrees:

- (a) To consult appropriate Hospital personnel in selecting the student observation and practice experiences.
- (b) To require students comply with Hospital policies and procedures.
- (c) To provide the Program's required academic instruction and guidance.
- (d) To assure students have medical insurance.
- (e) To inform participating students that they are not entitled to any benefits or worker's compensation in the event of any injury occurring on the premises of the Hospital.
- (f) To assure each student assigned to the Hospital has completed the appropriate academic prerequisites for the Program.
- (g) To assure that each student assigned to Hospital has undergone a drug screen test. Students assigned to the Hospital must present to the University ~~within thirty (30) days of their affiliation with the Hospital~~ a copy of a negative urine drug screen. The urine drug screen must be at least a five-panel test.

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- (h) To assure that prior to a student's arrival at the Hospital pursuant to this Agreement, the University agrees to obtain from the student assigned to Hospital a copy of a criminal background check for the state in which the student resides. University agrees not to assign a student to Hospital if such criminal background check shows any of the following: 1) a conviction under federal or state law of a criminal offense that is a felony; 2) a conviction of a criminal offense in connection with the delivery of a health care item or service; 3) a conviction relating to the unlawful manufacture, distribution, prescription or dispensing of a controlled substance; 4) a conviction relating to illegal remuneration or kickbacks; or 5) a conviction of a felony or misdemeanor involving fraud, embezzlement, or other criminal conduct targeting children or minors.
 - (h) By means of complying with the attached Hospital Policy No. 72, to reasonably assure that every student is free of communicable disease upon being assigned to the Hospital, and will comply with all Hospital policies and procedures concerning clearance to work at the Hospital should the student have any symptoms of sickness. The University faculty instructors shall emphasize to students the importance of such policies and procedures.
 - (i) To provide all evaluation forms required for the clinical experience by the University.
 - (j) To designate a member of University faculty (hereinafter "University Representative") to coordinate the educational experience of students participating in the Program with the Hospital Liaison.
 - (k) To assume overall responsibility for developing and implementing the education program in nursing curriculum.
 - (l) To be responsible for the determination of the student's final grade for clinical education experience(s).
 - (m) To reserve the right to terminate a clinical education assignment if the University determines that condition at the Hospital is detrimental to student learning.
4. University's students in the Program shall be informed by University and Hospital they:
- (a) Must comply with the policies and procedures of the Hospital.
 - (b) Must present an appropriate and professional appearance while on duty at Hospital.
 - (c) Must obtain prior written approval of both parties to this Agreement before publishing any material related to the learning experience provided under the terms of this Agreement.
 - (d) Must maintain the confidentiality of all records or information exchanged in the course of the Program.
 - (e) Must be responsible for demonstrating professional behavior appropriate to the environment of the Hospital, including maintaining high standards of patient care.

5. Employment, Liability and Insurance:

- (a) The parties hereto do not intend to create any partnership, joint venture agreement, landlord-tenant relationship, agency relationship, or employer-employee relationship. The sole purpose of this Agreement is to set forth the understanding by which students of the University have permission to visit the Hospital and to participate in clinical experiences to satisfy the clinical component of the Program's curriculum.
- (b) The relationship of the Hospital and the University 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 officers, servants, employees or agents of the other party. University students, faculty or other employees shall wear name tags identifying their appropriate status.
- (c) The University shall, through the entire term of this Agreement, maintain comprehensive general liability insurance with limits of coverage of \$100,000.00 per person and \$200,000.00 per incident or occurrence, pursuant to the terms and limitations of Florida Statutes, Section 768.28 and Florida Statutes, Chapter 284, Part II. The University shall provide evidence of such coverage to the Hospital upon the execution of this Agreement and periodically during the term of this Agreement, upon request.
- (d) The University student participants individually shall carry professional and personal liability insurance in limits of \$1,000,000.00 per person and \$1,000,000.00 per aggregate, annually. The Hospital will be provided with a certificate of insurance, or other proof of liability insurance coverage, for each student participant at the time of execution of this Agreement, and at any renewals thereafter.
- (e) The University, or designated insurance carrier, will provide at least thirty (30) days written notice to the Hospital of any cancellation, non-renewal or restriction of any type of insurance coverage.
- (f) The Hospital agrees to maintain a comprehensive general liability insurance policy, including professional liability, covering the Hospital and all employees involved in the Program.
- (g) The University assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of the University and the officers, servants, employees and agents thereof. The University, a state agency, warrants and represents that it is self-funded for liability insurance, both public and property, with such protection being applicable to the faculty and University while acting within the scope of this Agreement. The University and Hospital further agree that nothing contained in this Agreement shall be construed and interpreted as (1) denying to either party any remedy or defense available to either party under the laws of the State of Florida; (2) the consent of the State of Florida or its agents or agencies to be sued except for the breach of any covenants, warranties, and representations contained throughout this Agreement; or (3) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes (2004).

6. Request for Withdrawal of Student:

- (a) The Hospital and/or University shall have the right to request the withdrawal of any student from the Program or Hospital facilities whose conduct or work with patients or personnel is not in accordance with acceptable standards of performance.
- (b) The Hospital Liaison may request assistance from University Representative should a problem arise.
- (c) Final action on the student is the responsibility of the University.
- (d) Unresolved issues between the student, Hospital and University shall be resolved through the channels of the Hospital or University.

7. Review, Revision and Termination of Agreement:

- (a) This agreement shall become effective upon the last date of either the signature by the Hospital president and the duly appointed representative(s) of the University or the effective date as noted in the opening paragraph of this Agreement, whichever date is later.
- (b) This agreement may be renewed for additional one (1) year terms in writing if signed by both parties, unless either party terminates this Agreement as provided in subparagraph (c) below.
- (c) This agreement may be terminated upon the giving of sixty (60) days advance written notice by either party to the other party PROVIDED, HOWEVER, that such termination shall not affect students already enrolled and participating in the Program until they shall have had an opportunity to complete their affiliation at the Hospital.

- 8. The parties hereto agree not to discriminate as to race, religion, creed, sex, national origin, age, or marital status, nor will either party discriminate against any qualified handicapped individual. *Both parties recognize that sexual harassment constitutes discrimination on the basis of sex and**
- 9. The waiver by any party of any breach under this Agreement shall in no way operate as a waiver of a continuing or subsequent breach of the same or similar covenant or condition. *BAC 10/24/05*
- 10. Except as required by law, the University and its students agree to keep strictly confidential and hold in trust all confidential information of the Hospital and/or its patients, and not to disclose or reveal any confidential information to any third party without the express prior written consent of Hospital. This obligation shall survive the termination of this Agreement.
- 11. This Agreement and its accompanying Exhibits, if any, sets forth the entire Agreement with respect to the subject matter hereof and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement shall not be modified or amended except by mutual written agreement. All continuing covenants, duties and obligations shall survive the expiration or termination of this Agreement.
- 12. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The University 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
** neither party will tolerate such conduct.*

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of the Hospital. The Hospital 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 the University.

13. All notices given under this agreement shall be in writing and deemed to have been given and served when delivered in person or by U.S. mail, postage prepaid, to the party's following address:

As to **University**:
Carl M. Kuttler, Jr., College President
and Secretary to Board of Trustees
St. Petersburg College
Post Office Box 13489
St. Petersburg, FL 33733

As to **Hospital**:
Gary A. Carnes, President and CEO
All Children's Hospital, Inc.
801 Sixth Street South
St. Petersburg, Florida 33701

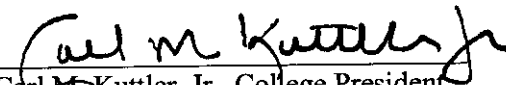
14. To the extent applicable, University and Hospital mutually agree to abide by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and its implementing regulations.

IN WITNESS WHEREOF, the parties have executed this agreement by their duly authorized representatives.

Board of Trustees of St. Petersburg College

**ST. PETERSBURG COLLEGE
COLLEGE OF NURSING**

ALL CHILDREN'S HOSPITAL, INC.

By: 
Carl M. Kuttler, Jr., College President
and Secretary to Board of Trustees

By: 
GARY A. CARNES, President/CEO

Date: 9/30/05

Date: Oct 24 2005

**APPROVED
AS TO FORM AND CONTENT**


COLLEGE ATTORNEY

Approved by: CAB
On: 4/25/05

Approved:


Jackie Crain, In-House Counsel
All Children's Hospital, Inc.