

**AFFILIATION AGREEMENT BETWEEN BROWARD COUNTY
AND THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA
FOR STUDENT INTERNS**

This Affiliation Agreement Between Broward County and the District Board of Trustees of Broward College, Florida for Student Interns ("Agreement") is entered into by and between The District Board of Trustees of Broward College, Florida ("College") and Broward County, a political subdivision of the State of Florida, on behalf of its Human Services Department ("Broward County") (College and Broward County collectively referred to as the "Parties").

RECITALS

A. College, in its educational program for the development of nurses, also has responsibility for the training of students who require clinical experience in ASN & BSN programs.

B. Broward County Human Services Department ("Department") has opportunities for such clinical experience.

C. College sponsors undergraduate, graduate, and post graduate education programs.

D. College and Broward County recognize that their respective education programs would be enhanced by an agreement to affiliate and collaborate in an integrated relationship.

E. College and Broward County desire to develop and maintain cooperative education and research programs for their mutual benefit to enhance and advance the goals and objectives of each party.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Article 1. Statement of Agreement

1.1. Broward County desires to serve as a site for training of students enrolled in College's ASN & BSN Programs ("Students") and will accept Students for practical education and training such as clinical experiences ("Program") in accordance with the provisions set forth in this Agreement.

1.2. The Parties shall adhere to all terms identified in this Agreement.

1.3. Broward County and College shall cooperate in the placement of Students in the Program, each sharing responsibility for the final selection of Students for the Program.

Article 2. Responsibilities of College

2.1 College shall appoint and designate a College representative with appropriate professional and academic credentials ("College Representative"), who shall be responsible for coordinating the Program for College and acting as the administrative liaison to Broward County.

2.2 College shall provide Broward County with the Program curriculum for Students.

2.3 College shall instruct its Students and faculty, if any, participating in the Program that they are to comply with the appropriate laws, policies, procedures, rules, and regulations, including but not limited to submitting to the following, if required by Broward County: a physical examination, providing immunization records, background checks, and other preliminary screening.

2.4 Student participating in the Program shall not be entitled to compensation from Broward County for performance of the duties described in this Agreement or as part of the Program. College and Students participating in the Program agree that participation in the Program is solely on a volunteer basis for educational benefit, without any compensation. Receipt of credit for an educational program shall not be considered compensation. Participation in the Program does not guarantee or secure employment with Broward County upon completion of the Program.

2.5 College shall assign any and all required grades for Students who participate in the Program.

2.6 College shall have the responsibility for determining the adequacy of the educational experience of students, and will assign to the Program only those students who have satisfactorily completed the required course of studies, both didactic and practical, as specified by the College's curricula.

Article 3. Responsibilities of Broward County

3.1 Broward County shall designate a staff member with appropriate professional and academic credentials to serve as liaison of the Program ("Program Representative"). The Program Representative shall also serve as the Contract Administrator for Broward County, and shall be responsible for cooperating with College and its designated College Representative regarding the Program. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator designated by Broward County; provided, however, that such instructions and determinations do not change the scope or terms of this Agreement.

3.2 The Program Representative and other Broward County staff involved in the Program shall be employees of Broward County. Broward County shall supervise Students while engaged in Program activities at its facilities. Broward County shall maintain responsibility for all services provided at its facilities.

3.3 Broward County shall allow representatives of College and its accrediting bodies to visit Broward County office(s) and observe the operation of the Program at mutually agreed upon times.

3.4 Broward County staff who serve as teaching faculty shall provide direct instruction and supervision of Students participating in the Program, as well as provide periodic evaluation of each Student's progress on forms provided by College, under the coordination of the Program Representative.

3.5 Broward County shall provide Students participating in the Program with information regarding the required adherence to applicable laws, regulations, policies, procedures, and rules, including 42 C.F.R. Part 2, as applicable.

3.6 Broward County may require that College remove any Student from the Program if the Student does not follow the appropriate laws, policies, procedures, rules, or regulations. Further, in such event, Broward County may immediately, without prior written or verbal notice to College, require that the Student leave Broward County's premises, and Broward County will subsequently notify College in writing of such action and the reasons therefor.

3.7 Broward County shall inform Students participating in the Program of any requirements for background screening, drug testing, health screenings, or other requirements. Broward County will assist Students in either obtaining these requirements or informing the Student where any required screenings or testing may be obtained and will monitor Students' compliance. Broward County may remove any Student who fails to meet any applicable requirements.

3.8 Each Student must execute the Release and Waiver of Liability attached hereto as Exhibit A prior to participating in the Program. Broward County shall maintain records of the executed documents.

3.9 Students participating in the Program are not employees of Broward County and are not entitled to financial remuneration during placement. Broward County is not responsible to ensure that any Student obtains academic or other credit for participation in the Program, but Broward County will provide reasonable cooperation to assist the Students in applying for any such available credit.

Article 4. Student Education Records

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 Section 1002.22, Florida Statutes, 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 Broward County with respect to complying with the provisions of FERPA and similar state law. Broward County 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 Broward County officials who need the information to fulfill their professional responsibilities, or as required or permitted by law. The Parties acknowledge the fact that a Student participating in the Program is mentioned in a record or report generated and/or maintained by Broward County in the normal course and scope of its operations, and not created or maintained by the College, is not considered a "student education record" for purposes of this provision.

Article 5. Liability; No Waiver of Sovereign Immunity

The Parties to this Agreement are governmental entities per the provisions of Section 768.28, Florida Statutes, and thus, each party agrees to be liable to the limits as set forth in Section 768.28, Florida Statutes, for its acts of negligence or omissions which result in claims or suits against them, and agrees to be liable to the limits set forth in Section 768.28, Florida Statutes, for any damages proximately caused by said acts or omissions. Nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of any contract. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement..

Article 6. Insurance

6.1 College Insurance. College shall maintain professional liability insurance in amounts not less than \$1,000,000 per occurrence or claim and \$3,000,000 in the aggregate and general liability insurance in amounts not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate.

6.2 Each Student while participating in the Program at Broward County is required to obtain and maintain professional liability insurance coverage, at the Student's own expense, in the amounts of not less than \$1,000,000 per occurrence or claim and \$3,000,000 in the aggregate. Each student must provide proof of such insurance to the College and Broward County prior to starting in the Program.

6.3 College shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided) the minimum insurance coverage or valid self-insurance in accordance with the terms and conditions required by this Agreement. College shall maintain insurance coverage or valid self-insurance against claims relating to any act or omission in connection with this Agreement by College, including its agents, representatives, employees, and subcontractors.

6.4 Within seven (7) days after the execution of this Agreement and upon request,

College shall provide to Broward County a copy of all Certificates of Insurance or other written documentation sufficient to demonstrate insurance for the coverage types and limits required in this Agreement.

6.5 College shall ensure that all insurance coverages required by this Agreement remain in full force and effect for the duration of this Agreement and shall ensure that there is no lapse of coverage. College shall provide notice to Broward County of any cancellation or modification of any insurance policy or self-insurance coverage required by this Agreement at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten (10) days prior to the effective date of cancellation if due to nonpayment and shall concurrently provide Broward County with updated Certificates of Insurance or other documentation evidencing continuation of the required coverages.

6.6 For insurance policies maintained by the College for coverages required in this Agreement, the College shall endorse "Broward County," 115 South Andrews Avenue, Fort Lauderdale, Florida 33301, as an additional insured and Certificate Holder on Certificates of Insurance. College shall ensure that all such insurance policies are issued by insurers: (1) assigned an A. M. Best Rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida, or (3) a qualified eligible surplus lines insurer pursuant to Florida Statutes Sections 626.915 or 626.918 approved by Broward County, unless otherwise accepted by Broward County.

6.7 College waives any right to subrogation that any of its insurers may acquire against Broward County, and agrees to obtain same in an endorsement of its insurance policies for coverages required in this Agreement.

6.8 If College maintains broader coverage or higher limits than the minimum insurance required, Broward County shall be entitled to such coverage. All required insurance coverages under this Agreement shall provide primary coverage and shall not require contribution from any Broward County insurance, self-insurance or otherwise. College shall be solely responsible for the payment of any deductible or self-insured retention.

6.9 Broward County reserves the right to periodically review insurance policies and to reasonably adjust the limits and/or types of coverage required herein.

6.10 Broward County's Insurance. Broward County is a self-insured political subdivision of the State of Florida, in accordance with Florida Statutes, Section 768.28. Broward County shall provide to College a letter of self-insurance as verification of its self-insurance program upon request.

Article 7. Term and Termination

7.1 Term. The term of this Agreement shall begin on the date it is executed by the last of the Parties to execute this Agreement, and shall continue for a period of five (5) years from that date.

7.2. Termination. This Agreement may be terminated as follows:

7.2.1 For convenience at any time by either party providing at least thirty (30) days prior written notice of termination to the other party as provided for in the Notices section below. Upon any such termination for convenience, Students then in the Program shall be allowed to complete the Program, unless otherwise agreed by the Parties;

7.2.2 Upon the mutual agreement, in writing, of Broward County and College;

7.2.3 By the nondefaulting party upon default by the other party of any material term, covenant, or condition of this Agreement, where such default continues for a period of twenty (20) days after the defaulting party received written notice of the default in the manner provided for in the Notices section from the other party specifying the existence of such default; or

7.2.4 By the Broward County Administrator, in the event the Broward County Administrator determines that termination is necessary to protect the public health, safety, or welfare.

Article 8. Nondiscrimination

No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

Article 9. Miscellaneous

9.1 Independent Contractor. College and Broward County are independent contractors with respect to this Agreement. Nothing in this Agreement is intended to create a relationship, express or implied, of employer-employee or principal-agent between Broward County and College or between Broward County and any Student. Neither party shall have the right to bind the other to any obligation not expressly undertaken under this Agreement.

9.2 Advertising. No party shall use the name, logo, or likeness of the other in any advertising or promotional material without the prior written consent of the other party.

9.3 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

9.4 Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written

document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of Broward County and College.

9.5 Assignment. Neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by either party without the prior consent of the other party.

9.6 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery. The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR BROWARD COUNTY:
Broward County Human Services
Attn: Jennifer Melgarejo
Governmental Center
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Email address: jmelgarejo@broward.org

FOR COLLEGE:
Broward College
Attn: Dr. Sara Turpel, Dean of Nursing
3501 SW Davie Road
Davie, Florida 33314
Email Address: sturpel@broward.edu

9.7 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

9.8 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. A failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. Any waiver must be in writing signed by an authorized signatory of the Party.

9.9 Third Party Beneficiaries. Neither College nor Broward County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third

party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.10 Compliance with Laws. Parties shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement, including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

9.11 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. **BY ENTERING INTO THIS AGREEMENT, COLLEGE AND BROWARD COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

9.12 Representation of Authority. Each Party represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of the Parties, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that either Party has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to either Party. Each Party further represents and warrants that execution of this Agreement is within its legal powers, and each individual executing this Agreement on behalf of its respective Party is duly authorized by all necessary and appropriate action to do so on behalf of said Party and does so with full legal authority.

9.13 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

9.14 Counterparts and Multiple Originals. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the ____ day of _____, 20__, and Contractor, signing by and through its _____ duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners

By: _____
_____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

Adam Katzman
By: _____
Adam Katzman (Date)
Assistant County Attorney

Digitally signed by Adam Katzman
DN: cn=Adam Katzman, o=Broward County, ou=Office of the County Attorney, email=akatzman@broward.org, c=US
Date: 2021.04.26 09:05:28 -0400

AFFILIATION AGREEMENT BETWEEN BROWARD COUNTY AND THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA FOR STUDENT INTERNS

College

DocuSigned by:
Debra Young-Salter
78254B9D72224DC

Signature

Debra Young-Salter

Print Name of Witness above

DocuSigned by:
Ashanti Messias-Smith
01324A5C811C407

Signature

Ashanti Messias-Smith

Print Name of Witness above

DocuSigned by:
Jeffrey Nasse
CE71DBD3F9B8460...

By:

Authorized Signor

Jeffrey Nasse

Vice Provost, Academic

Print Name and Title

20 _____ day of April _____, 2021

Exhibit A

**BROWARD COUNTY HUMAN SERVICES DEPARTMENT
RELEASE AND WAIVER OF LIABILITY**

Name of Student Intern: _____

College or College: _____ Semester _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (____) _____ Emergency Contact: _____

ALL STUDENT INTERNS ARE REQUIRED TO READ, AGREE TO, AND SIGN THIS WAIVER BEFORE BEGINNING AN INTERNSHIP.

I, _____, am voluntarily serving as a student intern within the Broward County Human Services Department. In consideration for serving as a student with Broward County Human Services Department, I do hereby knowingly, freely, and voluntarily release, acquit, waive, discharge, and covenant to hold harmless and indemnify Broward County, the Broward County Board of County Commissioners, any and all of its departments and divisions, its officers, employees, agents, volunteers, and their respective heirs, successors and assigns from any and all liability, claims, causes of action, suits, controversies, contracts, promises, damages, debts, costs, expenses, loss of services, compensations, judgments, executions, and demands whatsoever which may be sustained by any person or property directly or indirectly as a result of my participation as a student intern, whether caused in whole or in part by the negligence of Broward County, the Broward County Board of County Commissioners, any and all of its departments and divisions, its officers, employees, agents, volunteers or otherwise.

I acknowledge and agree that I: (a) fully understand the meaning of this Release and Waiver of Liability, and recognize my right to seek the advice of an attorney before signing; (b) have signed freely and without any inducement or assurance of any nature; (c) intend it to be a complete and unconditional release of liability to the greatest extent allowed by law; and (d) agree that if any portion of this waiver is held invalid or unconstitutional, only that portion shall be voided and the remainder of this waiver shall continue in full force and effect.

The acceptance of this waiver shall not operate as an admission of liability on the part of anyone, nor as a waiver or bar with respect to any claim that Broward County may have against the undersigned. This release is binding on my heirs, executors, assigns, and administrators.

I hereby declare that I have read, understand, and voluntarily accept the terms and conditions of this Release and Waiver of Liability.

Student Signature

Date

Witness (Staff) - Print Name

Date

Witness (Staff) - Signature