




January 17, 2012

MEMORANDUM

TO: District Board of Trustees
FROM: Jim Murdaugh, President 
SUBJECT: Affiliation Agreement - Peditria HealthCare for Kids, LLC

Item Description

This item requests that the Board authorize the President to enter into a new affiliation agreement with Peditria HealthCare for Kids, LLC.

Overview and Background

At the March 2011 Board of Trustees meeting, over 60 annual contracts with clinical sites for allied health programs were approved. At that time, we indicated that new agreements would be presented as they are developed. We have negotiated a new agreement with Peditria HealthCare for Kids, LLC to use their facility as a clinical site for our nursing program.

Past Actions by the Board

This is a new agreement since March 2011.

Funding/Financial Implications

There are no funding or financial matters associated with this agreement.

Staff Resource

Barbara Sloan

Recommended Action

That the Board authorize the President to enter into this agreement.

NURSING AFFILIATION AGREEMENT

This agreement is made and entered into by and between the Board of Trustees of Tallahassee Community College, hereafter referred to as "TCC" and Pediatrics HealthCare for Kids, LLC, hereafter referred to as "the Affiliate."

ARTICLE I PURPOSE

- 1.01 The purpose of this agreement is to allow the nursing students to secure clinical learning experiences at the Affiliate and for the staff/faculty of TCC to supervise, assist and teach these students.

ARTICLE II TERM

- 2.01 This agreement shall be effective for the period beginning December 1, 2011, and shall continue in effect thereafter unless terminated at any time by the mutual agreement of the parties upon ninety (90) days written notice to the other party, to be effective at the completion of the clinical experience of the current classes assigned to the Affiliate.
- 2.02 This agreement shall continue in effect as written for a period of 1 year unless one or the other of the parties signifies that certain revisions of content are necessary. No alteration, modification or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties prior to implementation of the alteration, modification or variation.

ARTICLE III RESPONSIBILITIES OF TCC

- 3.01 TCC agrees that all students and faculty assigned to the Affiliate will comply with all applicable fingerprint and background screening requirements of the Florida statutes and the Affiliate.
- 3.02 TCC agrees in the operation of the nursing educational program to comply with the established policies and practices of the Affiliate including compliance with all federal legislation and regulations.
- 3.03 TCC agrees that all program participants shall have health examinations, in a manner approved by the Affiliate, prior to their participation in the clinical experience at the Affiliate. TCC agrees that all program participants will adhere to

health examination and immunization schedules as required by TCC and the Affiliate. Participants will supply Affiliate with documentation of clear TB screen (PPD skin test or chest x-ray), clear Level II background screen, and completion of CPR Certification. The program participant and/or TCC shall be responsible for arranging for the participant's medical care and/or treatment if necessary, including transportation in case of illness or injury while participating in the program at the Affiliate. In no event shall the Affiliate or TCC be financially or otherwise responsible for said medical care and treatment.

- 3.04 TCC agrees to employ qualified registered professional nurses to serve in faculty/employee positions who shall be responsible for determining the philosophy and objectives of the program and developing the curriculum. TCC agrees that the faculty/employees under the program shall be responsible for the following:
- (1) Selecting patient assignments in cooperation with the Affiliate's personnel.
 - (2) Supervising students in their learning experiences at the Affiliate.
 - (3) Planning for concurrent related instruction, both informal and formal classroom instruction, as needed to meet the objectives of the program during the regular school day.
 - (4) Maintaining individual records of class and clinical instruction, nursing practice and evaluation of student competency and health.
 - (5) Preparing clinical rotation plans for services to be used for experience and securing the approval of the plan from the Affiliate's Director of Nursing or designee prior to the commencement of the educational program in the Center's facilities. TCC agrees that before any major changes shall be made in the plans, they will be discussed with the Affiliate's Director of Nursing or designee and that such changes will not be effected until such times as they shall be approved by the Director of Nursing or designee.
 - (6) The number of students to receive instruction in the clinical area at any given time will be determined by mutual agreement of the faculty/employees and the Affiliate's Director of Nursing or designee prior to the commencement of the educational program within the Affiliate's facilities.
- 3.05 TCC agrees that the Affiliate may at any time request a withdrawal from the Affiliate's facility or premises any faculty/employee or student whose conduct or work with patients or personnel of the Affiliate is not in full accord with the Affiliate's rules and regulations or standards of performance. Such request by the Affiliate shall be made to TCC's Director of the Nursing Program and shall include the reasons for the withdrawal request.

- 3.06 TCC agrees to be solely responsible for all salaries, taxes and insurance including Worker's Compensation of its own personnel, agents, employees and students.

ARTICLE IV RESPONSIBILITIES OF THE AFFILIATE

- 4.01 The Affiliate agrees to share in the responsibility for the education of students under the **nursing program** through the cooperation and assistance of its nursing and medical staffs with the faculty/employees of TCC.
- 4.02 The Affiliate agrees that students shall be selected for the program by the faculty/employees of TCC provided, however, that in no event shall the Affiliate be required to have at any one time under the program and upon its facility an excess of students in any area. This number shall be determined by the TCC's Director of the Nursing Program and the Affiliate's Director of Nursing or designee.
- 4.03 The Affiliate agrees to make available to faculty/employees and students under the program, facilities and clinical services for planned learning experiences in patient care which are deemed necessary to the training program of the students.
- 4.04 The Affiliate will make every effort to provide conference and/or office space with adequate light and ventilation for use by faculty/employees of TCC and students, if possible. Such conference and/or office space shall include a telephone conveniently located for use by faculty/employees of TCC.
- 4.05 The Affiliate agrees to make available to faculty/employees and students under the program such library facilities which are presently in existence.
- 4.06 The Affiliate agrees to include faculty/employee members of the program in the Affiliate's staff meetings when policies to be discussed will affect or are related directly to the program.
- 4.07 The Affiliate agrees that the instruction under the program shall be given during Monday through **Friday** school days, when possible, except regular holidays as provided for in the published school calendar as established by TCC. The Affiliate agrees that the division and arrangement of time under the nursing program with reference to theoretical and clinical learning experience shall be determined by the faculty/employees of TCC and shall be based upon the needs of the students for specific learning experiences required to meet the objectives of the nursing educational program.
- 4.08 The Affiliate agrees to retain responsibility for the care of patients and will maintain administrative and professional supervision of students insofar as their presence and program assignments affect the operation of the Affiliate and its care, direct

and indirect, of patients.

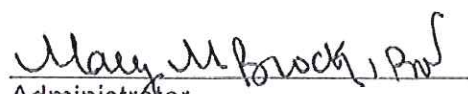
**ARTICLE V
RESPONSIBILITIES OF TCC AND THE AFFILIATE**

- 5.01 TCC and the Affiliate agree that all faculty/employees under this program shall remain agents or employees of TCC and shall not at any time during the term of this agreement be deemed to be the personnel, employees, or agents of the Affiliate.
- 5.02 TCC and the Affiliate agree that all students under the program shall remain students of TCC and shall not at any time during the term of this agreement be deemed to be the personnel, employees, or agents of the Affiliate; nor shall they be deemed to be students of the Affiliate.
- 5.03 TCC and the Affiliate agree that they will never act, or represent that they are acting, as agent of each other, nor incur any obligations on the part of the other without first obtaining the express written authority of the party who is to be obligated.
- 5.04 TCC and the Affiliate agree that executed copies of this agreement shall be placed on file with TCC and be made available to the following:
- The Florida State Board of Nursing
The Florida Department of Education
The Executive Director of Pediatrics HealthCare for Kids, LLC
The President of Tallahassee Community College
- 5.05 TCC and the Affiliate agree that copies of any revisions or modifications of the agreement shall be submitted after execution by the parties hereto to the Office of the Dean of Healthcare Professions. Any subsequent agreement of the parties hereto which shall have the effect of extending the term of this agreement shall be filed with TCC.
- 5.06 TCC and the Affiliate agree to cooperate in orientation of students and faculty to the Affiliate's facility.

The parties have executed this agreement as of the day and year first written above.

PEDIATRIA HEALTHCARE FOR KIDS, LLC
1234 BLOUNTSTOWN HIGHWAY
TALLAHASSEE, FLORIDA

TALLAHASSEE COMMUNITY COLLEGE
TALLAHASSEE, FLORIDA



Administrator
11/15/2011

President