



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 non-standard agreement with Cleveland Clinic Florida/Cleveland Clinic Martin Health to provide clinical services . Fiscal Impact: None

Presenter(s): Jamonica Rolle, College Provost and Senior Vice President

What is the purpose of this contract and why is it needed? The purpose of the contract with Cleveland Clinic Florida/Cleveland Clinic Martin Health is to permit Broward College students' presence in the Cleveland Clinic Florida/Cleveland Clinic Martin Health facility to satisfy course requirements for practical experiences in their program of study. The agreement provides the parameters under which students enrolled in the following programs: Phlebotomy, EKG Technologist , Respiratory Care, Radiography, Ultra Sound, Magnetic Resonance Imaging (MRI), Computed Tomography (CT), Mammography, Nuclear Medicine, Radiation Therapy, Imaging (IVR), Diagnostic/ Cardiac Medical Sonography, Clinical Engineering, Bioengineering, Health Information Technology, Physical Therapy Assistant, Paramedic, Emergency Medical Services can complete clinical courses Cleveland Clinic Florida/Cleveland Clinic Martin Health facilities.

What procurement process or bid waiver was used and why? No bid waiver was required

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?
No. There is no budget expenditure

What fund, cost center and line item(s) were used? No cost centers or funds are required to be paid to Cleveland Clinic Florida/Cleveland Clinic Martin Health for this affiliation agreement.

Has Broward College used this vendor before for these products or services? Yes, Broward College has had a clinical affiliation agreement with Cleveland Clinic Florida/Cleveland Clinic Martin Health 2019.

Was the product or service acceptable in the past? Yes

Was there a return on investment anticipated when entering this contract? Yes, we expect that Cleveland Clinic Florida/Cleveland Clinic Martin Health will be accommodating to BC students and provide opportunities in good faith and students will attain the clinical experience required to meet graduation and clinical licensure standards.

Was that return on investment not met, met, or exceeded and how? The return on investment has been met. Cleveland Clinic Florida/Cleveland Clinic Martin Health has demonstrated a good faith effort to provide opportunities for BC students to meet course requirements for practical/clinical experiences

Does this directly or indirectly feed one of the Social Enterprise tactics and how? Yes, this affiliation agreement feeds the Social Enterprise tactic-Answer the Call for Healthcare Professionals and Actualize Employment tactics. Health sciences students can progress in their programs, because they are able to meet clinical requirements, and they are exposed to work experiences in their field of study. This provides an opportunity for these students to apply for positions within Cleveland Clinic Florida/Cleveland Clinic Martin

Health and it provides Cleveland Clinic Florida/Cleveland Clinic Martin Health with an opportunity to recruit BC students before or after graduation.

Did the vendor amend Broward College's legal terms and conditions [to be answered by the Legal Office] if the College's standard contract was used and was this acceptable to the Legal Office?

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

FISCAL IMPACT:

Description: Description: The College will not be paying for use of this space for student experiences. Students pay for the lab (clinical) course as a regular per-credit course. There is financial impact related to continued enrollment when students have access to these experiences.

Jo Anderson
Jo Anderson 7/24/2024


APPROVAL PATH: 12347 Cleveland Clinic FloridaCleveland Clinic Martin Health

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status
1	Nora Powell	Dean Review		Completed
2	Jamonica Rolle	Vice Provost Review		Completed
3	Jeffrey Nasse	Provost and SVP of Academic Affairs		Completed
4	Natalia Triana-Aristizabal	Contracts Coordinator		Completed
5	Legal Services Review Group	Review and Approval for Form and		Completed
6	Electronic Signature(s)	Signatures obtained via DocuSig 		Completed
7	Pending Counter-Signature(s)	Review		Completed
8	Board Clerk	Agenda Preparation		Pending
9	District Board of Trustees	Meeting	01/14/25 11:00 AM	Pending

Cleveland Clinic - Law Department

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

This page is for information purposes only and not part of the Agreement.

Please return a fully executed copy of the Agreement to CMSEvents@ccf.org

COMPANY INFORMATION

BROWARD COLLEGE
111 E. LAS OLAS BLVD. 11th FLOOR FORT
LAUDERDALE, FL 33301

CONTRACT INFORMATION

Contract ID: 4312499
Master Agreement Number:
Dept Reference No.:
Contract Description: 5 YEAR CLINICAL ROTATION - GLOBAL AGREEMENT (WESTON/MARTIN) -
MULTIPLE PROGRAMS - PRIMARY CCFL CONTACT JILL ANDERSON; SECONDARY CCFL CONTACT LISSETT
RODRIGUEZ
Institute: Regional Hospital
Submitting Dept: EDUCATION

Dept Contact: LISSETT RODRIGUEZ

LEGAL TEAM INFORMATION

Attorney: SHAWN NETTLES

Paralegal: LINDA DURGIN

Contract approved as to form for: 4312499
Attorney: NETTLES, SHAWN
By: Nettles, Shawn
Date: 12/6/2024 11:37:00 AM



CLEVELAND CLINIC FLORIDA/CLEVELAND CLINIC MARTIN HEALTH EDUCATION AGREEMENT

This Education Agreement (“Agreement”) is between Martin Memorial Medical Center, Inc. with a mailing address of P.O. Box 9010, Stuart, Florida 34995, 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 with its principal place of business at 2950 Cleveland Clinic Boulevard, Weston, Florida 33331, (hereinafter collectively referred to as “CCFL”), and The District Board of Trustees of Broward College, a political subdivision of the State of Florida, located at 111 East Las Olas Boulevard, Fort Lauderdale, FL 33301 (“School”). School and CCFL may be referred to herein individually as a “party” or, collectively, as the “parties”.

The parties that comprise CCFL own, control and/or are affiliated with one or more downstream medical clinics, hospitals, associated laboratories, research facilities and other health care facilities and entities 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 program(s) in one or more professional fields (each a “Program” and collectively, the “Programs”), which require a clinical or non-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 or non-clinical training and instruction (the “Training Program”) for the students of School in the clinical or non-clinical Programs (the “Students”).
- b. The health professions Programs that are covered under this Agreement are listed on Exhibit A attached hereto.
- c. Prior to any Student arriving at any CCFL facility, the parties will develop a mutually acceptable written description of the purpose and goals of the Training Program.
- d. 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.
- e. School and CCFL will appoint designated representatives to be responsible for each Training Program and the terms of this Agreement. For each Program, the School shall appoint a coordinator and CCFL shall appoint a supervisor at the site. Each party shall supply the other party with the name of this person along with the person’s professional and academic credentials for approval of the other party. Each party shall notify the other in writing within thirty (30) days of any changes of the person appointed.

2) School’s Obligations:



- a. Collaborate with CCFL to implement a meaningful Training Program for the Students.
- b. When applicable, provide 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 must comply with state and federal laws and regulations.
 4. 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.



5. Neither CCFL or School guarantee to place or maintain placement of any student under this Agreement.
 - 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. Whenever possible, CCFL will notify School as soon as possible and provide School with an opportunity to cure the reason for the restriction or termination.
 - 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. Furnish the facilities, personnel, services, and all other items necessary for the Training Program. This does not include any acts required to be performed by School pursuant to the provisions of this Agreement.
- c. Employ medical/health care providers, administrative, and direct patient care staff who are either 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 CCFL.
- d. Maintain its operating license and appropriate accreditation.
- e. Supervise Students while they are on-site participating in the Training Program, unless School is providing the Instructors.
- f. 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.
- g. 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.
- h. Evaluate, in cooperation with the School's coordinator and Instructors as appropriate, Students' performance according to objective criteria developed by CCFL and the School.



- i. Upon request, during CCFL's business hours and when deemed appropriate by CCFL, allow Instructors access to CCFL for the purposes of coordinating, observing, and instructing Students engaged in educational experiences.
- 4) **Term and Termination.** This Agreement is effective as of the 1st day of January 2025 and unless terminated as set forth below, will continue for five (5) years until the 31st day December 2029. Either party may terminate this Agreement upon ninety (90) days' prior written notice to the other party; provided, however, that subject to Sections 2(c), 7(b) and 7(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) **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. Students shall not be considered employees of either party. In no circumstance shall Students be considered employees or agents of School.
 - b. Students shall participate in the Training Program hereunder for the sole consideration of obtaining an educational experience. Each party agrees that Students will be in a learning situation and that the primary purpose of the placement is for the Students' learning and the benefit of the Students. Students are not entitled to a job at the completion of the educational experience. All services rendered by Students under this Agreement for CCFL, employees, and patients shall be uncompensated and shall be deemed to be given in consideration for instruction and educational experience. Further, no Student will be covered under CCFL or School's Worker's Compensation, social security, or unemployment compensation programs while participating in the clinical or observation experience.
- 6) **Insurance and Sovereign Immunity.** CCFL 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 School. Its self-insured fund and various policies are authorized and stated in Florida Statutes, Section 1001.64(27) and Section 768.28. School 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 School to be sued; or (iii) a waiver of sovereign immunity of School beyond the waiver provided in Section 768.28, Florida Statutes.
- 7) **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. The parties acknowledge that they both



have non-discrimination policies applicable to the Training Program and they agree to consult and cooperate if an incident of discrimination, harassment or retaliation related to the Training Program is reported.

- 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. **FERPA.** The School will disclose information from a student's educational record, as appropriate, to personnel at CCFL who have a legitimate need to know in accordance with the Family Educational Rights and Privacy Act (FERPA). The CCFL hereby agrees that its personnel will use such information only in furtherance of the Program for the student, and that the information will not be disclosed to any other person without the student's prior written consent.
- e. **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 7(e). Solely for the purpose of defining Students' role in relation to the use and disclosure of CCFL's protected health information, such Students are defined as members of CCFL's workforce, as that term is defined by 45 CFR 160.103, when engaged in activities pursuant to this Agreement. However, Students are not and shall not be considered to be employees of CCFL or School.
- f. **Confidentiality.** School acknowledges that, in the course of the performance of this Agreement, it and its Students may learn certain confidential and proprietary information about CCFL's business, and/or patient care operations ("Confidential Information"). School agrees that it and its Students will keep all such information strictly confidential and that School and its Students will not use such Confidential Information for any other purpose other than to perform their obligations hereunder.
- g. **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.



- h. 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.
- i. 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.
- j. 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.
- k. 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.
- l. Third Party Obligations. This Agreement is made solely for the benefit of the Parties named in this Agreement, and it is not intended to create rights or any cause of action in any third parties, including without limitation, Students.
- m. 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 addressed as follows:

If to CCFL:

Cleveland Clinic Florida Regional Health System Nonprofit Corporation
2950 Cleveland Clinic Boulevard
Weston, FL 33331
Attention: Education Institute

With a copy to:

Cleveland Clinic Florida Law Department
2950 Cleveland Clinic Boulevard
Weston, FL 33331

If to School:

The District Board of Trustees of Broward College
111 East Las Olas Boulevard
Fort Lauderdale FL 3301

- n. 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.
- o. 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.



- p. 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.

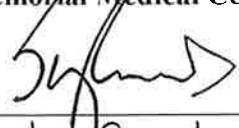
- q. Counterparts/Facsimiles. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one (1) Agreement. Signature pages may be detached from the counterparts and attached to a single copy of this Agreement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

[Signatures on Next Page]

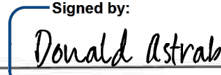


IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set below their names.


Martin Memorial Medical Center, Inc.

By: 
Name: Bishu Singh MD
Title: VP / CMO
Date: 12/18/2024

The District Board of Trustees of Broward College

Signed by:
By: 
Name: Donald Astrab
Title: Interim President
Date: 1/2/2025

Cleveland Clinic Florida (a Nonprofit Corporation)

By: 
Name: David Cato
Title: VP Operations, FL Market
Date: 12/18/2024

Cleveland Clinic Weston Hospital Nonprofit Corporation

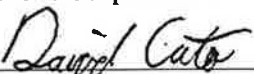
By: 
Name: David Cato
Title: VP Operations, FL Market
Date: 12/18/2024



EXHIBIT A

LIST OF HEALTH PROFESSIONAL PROGRAMS COVERED UNDER THIS AGREEMENT

- Phlebotomy
- EKG Technologist
- Respiratory Care
- Radiography
- Ultra Sound
- Magnetic Resonance Imaging (MRI)
- Computed Tomography (CT)
- Mammography
- Nuclear Medicine
- Radiation Therapy
- Imaging (IVR)
- Diagnostic/ Cardiac Medical Sonography
- Clinical Engineering
- Bioengineering
- Health Information Technology
- Physical Therapy Assistant
- Paramedic
- Emergency Medical Services

