**AFFILIATION AGREEMENT**

THIS AFFILIATION AGREEMENT (“Agreement”) is made and entered into as of the later of

 , or the execution of the Agreement by both parties (the “Effective Date”) between the Florida Atlantic University Board of Trustees (“School”), and the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Healthcare Organization”).

WHEREAS; School’s College of Business offers to-be enrolled students, bachelors and master’s degree programs in the field of *Health Administration*; and

WHEREAS; Healthcare Organization operates clinical and non-clinical health programs; and

WHEREAS; School desires to provide to its students a healthcare learning experience through the application of knowledge and skills in non-clinical healthcare management activities; and

WHEREAS; The Healthcare Organization has agreed to undertake training activities and to make its facility available to identified students at School for such purposes.

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

**RESPONSIBILITIES OF SCHOOL**

Program: School shall be responsible for the implementation and operation of the academic component of its Health Administration training requirement (“Program”) at the Healthcare Organization, which Program shall be approved in advance by the Healthcare Organization. Such responsibilities shall include, but not be limited to, the following:

1. provision of classroom theory and practical instruction to students prior to their assignments at the Healthcare Organization.
2. review and approval of assignments for each student and coordination of same with the Healthcare Organization.
3. continuing oral and written communication with Healthcare Organization regarding student performance and evaluation, absences and assignments of students, and other pertinent information.
4. performance of such other duties as may from time to time be agreed to between School and the Healthcare Organization.

Program Participants: All students at School participating in the Program while on the Healthcare Organization’s premises (“Program Participants”) shall be accountable to the Healthcare Organization supervisor.

Dress Code; Meals: School shall require the students assigned to the Healthcare Organization to dress in accordance with dress and personal appearance standards adopted by the Healthcare Organization. All Program Participants shall pay for their own meals at the Healthcare Organization.

Performance of Services: All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program. School shall require all Program Participants to perform their duties and services hereunder in accordance with all relevant local, state, and federal laws and comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of the Healthcare Organization and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of the Healthcare Organization or the performance of services therein.

**RESPONSIBILITIES OF THE HEALTHCARE ORGANIZATION.**

Prior to a student’s first assignment at the Healthcare Organization, the assignment of a School employee, agent or representative to work at the Healthcare Organization or the first date of service (after the Effective Date) of a faculty member at the Healthcare Organization, Healthcare Organization may at its discretion require that the individual attend training regarding the Healthcare Organization’s information privacy policies and practices.

The Healthcare Organization shall accept the student Program Participants assigned to the Program by School and shall supervise such students while they are on the Healthcare Organization’s premises. The Healthcare Organization shall provide learning opportunities and training by allowing such students to observe and assist in various non-clinical management activities of healthcare operations. The Healthcare Organization shall at all times retain ultimate control of the Healthcare Organization and responsibility for patient care.

Upon the request of School, the Healthcare Organization shall assist School in the evaluation of each Program Participant’s performance at the Healthcare Organization. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

**MUTUAL RESPONSIBILITIES**

The parties shall cooperate to fulfill the following mutual responsibilities:

1. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from the Healthcare Organization or School.
2. Any courtesy appointments to faculty or staff positions by either the School or the Healthcare Organization shall be without entitlement of the individual to compensation or benefits for the appointed party.
3. Withdrawal of Program Participants: The Healthcare Organization may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior. The Healthcare Organization may request School to withdraw or dismiss a Program Participant from the Program at the Healthcare Organization when his or her performance is unsatisfactory to the Healthcare Organization or his or her behavior, in the Healthcare Organization’s discretion, is disruptive or detrimental to the Healthcare Organization and/or its members, staff or patients. In such event, the Healthcare Organization will immediately notify School, and such Program Participant’s participation at the Healthcare Organization shall immediately cease.
4. Independent Contractor: The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of the Healthcare Organization. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School and Health Organization shall be liable for their own respective debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to the Healthcare Organization for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.
5. Non-Discrimination: There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student’s effective participation in the Program.
6. Patient Information: No Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the Healthcare Organization in writing, any medical record or other patient information regarding the Healthcare Organization patients, and Program Participant shall be required to comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of the Healthcare Organization and the Healthcare Organization’s medical staff, regarding the confidentiality of such information.
7. Term: The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of three (3) years thereafter.
8. Termination: Either party may terminate this Agreement at any time without cause upon at least thirty (30) days’ prior written notice; provided, however that all active Program Participants shall be permitted to complete their Program at the Healthcare Organization for a period not to exceed six (6) months.
9. Severability: If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.
10. Entire Agreement; Modification; Governing Law; Counterparts; Notices; Waiver; Binding Effect: This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or upon receipt. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. Neither party shall assign or transfer, in whole or in part, this Agreement or any of its rights, duties or obligations under this Agreement without the prior written consent of the other party, and any assignment or transfer without such consent shall be null and void.

**Healthcare Organization Florida Atlantic University**

 **Board of Trustees**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_