

**AFFILIATION AGREEMENT FOR GRADUATE EDUCATION PROGRAMS  
BETWEEN \_\_\_\_\_ AND  
THE PUBLIC HEALTH TRUST**

This Affiliation Agreement (hereafter referred to as “Agreement”) is effective as of \_\_\_\_\_ to \_\_\_\_\_ by and between The Public Health The Trust, an agency and instrumentality of Miami-Dade County, which operates Jackson Health System, including Jackson Memorial Hospital, located at 1611 NW 12<sup>th</sup> Avenue, Miami, Florida 33136, (hereinafter referred to as “the Trust”), and Institution, located at \_\_\_\_\_ (hereinafter referred to as “Institution”); the **TRUST** and the **INSTITUTION** are collectively referred to as the “**Parties**”),

Whereas, Institution desires to temporarily place its \_\_\_\_\_ Resident in accredited training programs at the Trust,

Whereas, the Trust is willing on a temporary basis to assist Institution to provide opportunities for the placement of Institution’s residents (“Residents”) in the \_\_\_\_\_ where the educational experiences of such Residents will be enhanced,

Now therefore, in consideration of the mutual covenants and agreements contained herein, the parties do agree as follows:

**I. PROGRAM DIRECTOR**

Institution shall identify and appoint one of its employed faculty physicians to serve as the program director for each of Institution’s clinical programs (the “Program Director”). The Program Director shall be responsible for the following:

- A. Directing the educational programs of the Residents.
- B. Overseeing Resident/staff/physician relationships.
- C. Representing Institution and the Trust in disciplinary and administrative matters pertaining to or involving Residents.

## **II. RESPONSIBILITIES OF INSTITUTION**

Institution shall have the following responsibilities:

- A. Assign Residents from clinical programs. The selection of Residents to be assigned is exclusively Institution's responsibility. The number and level of training of the Residents to be assigned to the Trust are set forth in Exhibit I.
- B. Ensure that all Residents assigned are properly licensed in the State of Florida and provide documentation of licensure to the Trust.
- C. At the request of the Trust, remove a Resident whose performance is unacceptable to the Trust.
- D. Provide a salary and benefits to include life insurance, disability insurance and health insurance for each Resident assigned to the Trust.
- E. Provide Professional Liability coverage for Institution's Residents and faculty assigned to the Trust in an amount not less than [U.S. \$1,000,000] per occurrence in primary coverage, and not less than [U.S. \$3,000,000] per occurrence in excess liability insurance, covering any and all damage to property or injury to persons. Institution is to furnish documentation of liability coverage for Residents and faculty assigned to the Trust.
- F. In concert with the Trust, ensure compliance by all Residents with the Trust's entrance and exit processes, protocols, orientation process and the Trust bylaws, rules and regulations, policies and procedures.
- G. Provide in a timely manner any accreditation reports for programs affiliated with the Trust, if requested.
- H. The Office of Graduate Medical Education of the Institution shall serve as the Institution's liaison to the Trust and shall provide administrative support and coordination for all hospital-based resident training programs to the Trust working in conjunction with the Program Directors and with the counterpart office of the Trust.

- I. Notwithstanding any other provision in this Agreement, the **INSTITUTION** shall comply with the Public Health Trust Employee Health Services Policy and Procedure regarding immunizations and infectious disease monitoring, and shall be responsible for assuring that its Residents/Fellows comply with Public Health Trust Policy and Procedures. The **INSTITUTION** shall also ensure that all Residents/Fellows placed at the **TRUST** or its facilities have documented evidence of completion of a Level 1 background verification screening and when applicable, a level 2 (AHCA) background verification screening when advised by the JHS HR department. The **INSTITUTION** will provide copies to the **TRUST** upon request.

### **III. RESPONSIBILITIES OF THE TRUST**

The Trust shall have the following responsibilities:

- A. Appoint a program coordinator who will be responsible for coordinating all hospital-based Resident training programs with the individual Program Directors or their designee and with the Office of Graduate Medical Education of the School
- B. Provide an orientation to the Trust for each Resident assigned which instructs each Resident with his/her Trust responsibilities while assigned to the Trust.
- C. If the performance of a Resident is at any time considered to be unsatisfactory or unprofessional, immediately notify and provide documentation of such performance to the Program Director and the Office of Graduate Medical Education. A plan for corrective action will be determined by the Program Director, in consultation with the Trust's Office of Graduate Medical Education and Institution's Office of Graduate Medical Education.
- D. Notify Institution of the results of any TJC status certification which is probationary or in which certification is denied or removed.

- E. Residents shall work in the Trust's Division of \_\_\_\_\_. Dr. \_\_\_\_\_ and the other attending physicians within that Division will supervise the residents to gain experience in the management of \_\_\_\_\_ patients. It is expected that the Residents will learn about diagnoses and treatment of \_\_\_\_\_ patients.
- F. Dr. \_\_\_\_\_ will complete a written evaluation of the Residents utilizing the standard form utilized at Institution for evaluation of its \_\_\_\_\_ residents.

#### **IV. HIPAA REGULATION**

The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 ("Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 ("Federal Security Regulations") and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, all collectively referred to herein as "HIPAA Requirements". The parties agree not to use or further disclose and Protected Health Information (as defined in 45 C.F.R. Section 164.501) or Individually Identifiable Health Information (as defined in 42 U.S.C. Section 1320d, other than as permitted by the HIPAA Requirements and the terms of this Agreement. The parties agree to make their internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations. In addition the parties agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic and transaction code sets pertaining to, information related to patients.

Institution shall direct its Residents to comply with the policies and procedures of the Trust, including those governing the use and disclosure of individually identifiable health information under federal law. Solely for the purpose of defining the Residents' role in relation to the use and disclosure of the Trust's protected health information, the Residents are defined as members of the Trust's work force,

as that term is defined by 45 C.F.R 160.103, when engaged in activities pursuant to this agreement. However, the Residents are not and shall not be considered employees of the Trust.

## **V. INDEMNIFICATION**

Institution shall indemnify and hold harmless Miami-Dade County, the Trust and Jackson Memorial Hospital, and their respective officers, trustees, commissioners, medical staff, clinical instructors, field instructors, social workers, agents, employees, servants and instrumentalities, from any and all liabilities, losses or damages including attorney's fees and costs of defense, which they may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement (including but not limited to negligence and/or medical malpractice) by the Institution or its employees, agents, servants, partners, principals or subcontractors. Institution shall pay all claims and losses of any nature whatsoever in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature, including appellate proceedings, in the name of Miami-Dade County, Jackson Memorial Hospital, the Public Health Trust, and their respective officers, trustees, commissioners, medical staff, clinical instructors, field instructors, social workers, agents, employees, servants and instrumentalities whether in an individual or representative capacity and shall pay all costs, judgments, settlements, attorney's fees and other expenses which may issue thereon or which may be recovered therein. Institution expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Trust shall in no way limit the responsibility to indemnify, keep and save harmless and defend Miami-Dade County, the Trust and Jackson Memorial Hospital and their respective officers, trustees, commissioners, medical staff, clinical instructors, field instructors, social workers agents, employees, servants and instrumentalities as herein provided.

The provisions of this indemnification clause and the duty of the Institution to indemnify shall survive the expiration or termination of this Agreement.

**VI. TERM, AMENDMENT AND TERMINATION**

This Agreement shall be for a term of one month effective \_\_\_\_\_ through \_\_\_\_\_, provided the length of each Resident rotation shall be determined between the representatives of Institution and the Trust. This Agreement may be amended only by written agreement executed by authorized representations of parties.

This Agreement may be terminated without cause by either party upon written notice by certified mail, return-receipt requested to the other party at least fourteen (14) days prior to the effective date of termination.

**VII. NOTICE**

Whenever notice is required under this Agreement, such notice shall be in writing and delivered In person, or by Certified Mail, to the following address:

If to the Trust: Carlos Migoya  
Chief Executive Officer  
Public Health Trust  
1611 NW 12<sup>th</sup> Avenue  
Miami, Florida 33136

With a copy to: Dr. Michael K. Butler  
Chief Administrative Medical Officer  
Public Health Trust  
1611 NW 12<sup>th</sup> Avenue  
Miami, Florida 33136

If to Institution: \_\_\_<type name of signatory party and address>\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VIII. ASSIGNMENT**

No provision of this Agreement may be assigned without the written consent of the parties.

Thus done and signed this Institution.

## **IX. MISCELLANEOUS TERMS**

Non-discrimination. The **TRUST** agrees to provide a quality graduate physician residency program experience to all residents without regard to race, color, religion, ancestry, national origin, gender, pregnancy, age, disability, marital status, familial status, or sexual orientation.

Subcontracts. The **TRUST** agrees that no assignment or subcontract will be made or let in connection with this Agreement without the prior written approval of the **INSTITUTION** and that all subcontractors or assignees shall be governed by the terms and conditions of this Agreement.

Dispute Resolution. This Agreement is made in the State of Florida and shall be governed according to the laws of the State of Florida without regard to its conflict of law rules. The Parties consent, stipulate and agree that the exclusive venue of lawsuit or any other proceeding arising from or related to this Agreement shall be in a state or federal court located in Miami-Dade County, Florida.

Headings, Use of Singular and Gender. Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

## **X. TOTALITY OF THIS AGREEMENT**

This Agreement, including any recitals and exhibits, contains all of the terms and conditions agreed upon by the parties. No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.

**PUBLIC HEALTH TRUST**

By: \_\_\_\_\_  
Carlos Migoya  
Chief Executive Officer

**INSTITUTION**

By: \_\_\_\_<signature>\_\_\_\_\_  
<enter name of signatory party>

\_\_\_\_\_  
Michael K. Butler, MD  
Chief Medical Administrative Officer

\_\_\_\_\_  
Richard K. Parrish, MD  
DIO and GMEC Chairman

\_\_\_\_\_  
Supervising Physician

**EXHIBIT I**

Names, PGY level and rotation dates

name, MD

PGY level

rotation dates

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