

COOPERATIVE AGREEMENT

between

FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES

and

This Cooperative Agreement is by and between the Florida Atlantic University Board of Trustees, a public body corporate of the State of Florida ("University") and _____ (hereinafter referred to as the "Medical Facility").

WHEREAS, the University, through its Christine E. Lynn College of Nursing, conducts courses of study related to undergraduate and graduate clinical nursing practice;

WHEREAS, the Medical Facility has accredited clinical and other facilities with which to assist in the conduct of these studies;

NOW, THEREFORE, in consideration of mutual promises and agreement, University and the Medical Facility hereby agree as follows:

1. The education of students shall be the purpose of this Cooperative Agreement.
2. Both parties agree not to unlawfully discriminate against any student or prospective student in any manner whatsoever on account of race, creed, color, sex, age, national origin, or mental or physical disability (provided that such disability does not prevent satisfactory performance with or without reasonable accommodation), or on account of any protected basis.
3. Medical Facility shall:
 - a. provide access to the Medical Facility's various programs, to the extent deemed necessary by the University and Medical Facility, in order to provide opportunities for clinical nursing experience;
 - b. provide the University faculty, staff and students with an orientation to the Medical Facility's programs and clinics prior to the assignment of any students at the Medical Facility;
 - c. provide emergency treatment to assigned students and faculty to the same extent the Medical Facility provides such treatments to its employees; and
 - d. retain ultimate control of the Medical Facility and responsibility for patient care.
4. University shall:
 - a. instruct faculty, staff and students that they must comply with the established rules and regulations of the Medical Facility;
 - b. assume the ultimate responsibility for the educational experience and evaluation of the students;
 - c. plan and coordinate the utilization of the Medical Facility's buildings, services and resources with the designated employees of the Medical Facility;

- d. designate a faculty member who shall be responsible for the coordination of the activities conducted within the Medical Facility, with such faculty member generally on-site or on-call for undergraduate students and off-site (with periodic on-site visits) for graduate students; and
 - e. require each student participating in clinical activities at the Medical Facility to: (i) have health insurance; (ii) submit to a background check as a condition of participation in the clinical nursing practice; (iii) have professional liability insurance as provided in the attached certificate of liability protection; (iv) be free of communicable diseases as evidenced by a physical health examination and University required immunizations; (v) undergo training regarding exposure to blood-borne pathogens; and (vi) receive CPR certification.
5. This Cooperative Agreement shall be governed by the laws of the State of Florida and be effective for an indefinite duration commencing upon date of signature by both parties. This Agreement may be terminated by either party giving ninety (90) days' notice in writing to the other party.
 6. Should any patient sustain an injury while a student is participating in the clinical nursing experience hereunder, the Medical Facility, upon learning of the incident, will report such incident to the Florida Atlantic University College of Medicine Self-Insurance Program administrative office by calling (352) 273-7006. The Medical Facility may wish to report such incident to its own insurance carrier as well.

Acknowledged and agreed as of the date set forth below.

FLORIDA ATLANTIC UNIVERSITY
BOARD OF TRUSTEES

MEDICAL FACILITY

Dean, Christine E. Lynn College of Nursing

Signature

Date

Name

Senior Associate Provost

Title

Date

Date