

**AGREEMENT BETWEEN
SCHOOL BOARD OF SANTA ROSA COUNTY
AND SACRED HEART HEALTH SYSTEM, INC.**

AGREEMENT made this 4th day of October, 2012, by and between School Board of Santa Rosa County, (hereinafter referred to as "School"), and Sacred Heart Health System, Inc. (hereinafter referred to as "Hospital"), a Florida non-profit corporation.

WHEREAS, School and Hospital desire to guide and direct a working relationship between the parties in providing learning opportunities for students of Locklin Tech LPN Program **(name of Department or clinical area)** (hereinafter referred to as "Students"); and

WHEREAS, the parties are desirous of cooperating in a plan to provide facilities for instruction and training to Students of School; and

WHEREAS, Hospital desires to provide Students of School with an opportunity to obtain training and experience;

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth below, the parties agree as follows:

1. **Hospital Facilities:** Hospital agrees to provide facilities to permit Students of School to receive training and to perform services under the supervision and responsibility of the faculty of School.
2. **Term:** This Agreement will commence on October 4, 2012, and will continue for a period of one (1) year, ending on October 4, 2013. Prior to the date of termination, the Agreement may be reviewed by the parties. This Agreement shall be automatically renewed for additional one (1) year terms unless either party requests a change or termination of the Agreement, which change or termination will be given in writing by either party at least thirty (30) days prior to the end of the term of the Agreement.
3. **Amendment:** This Agreement may be modified by mutual consent at any time or may be terminated by either party by submitting notice of such intent in writing at least three (3) consecutive months in advance of the proposed termination date. Notice must be in writing addressed to the following:

If to School: School Board of Santa Rosa County
5086 Canal St
Milton, FL 32570

If to Hospital: Sacred Heart Health System, Inc.
Attn:
5151 North Ninth Avenue
Pensacola, Florida 32504

4. Responsibilities of School:

A. School shall plan clinical assignments through its faculty, in consultation with the representative of Hospital.

B. School's faculty shall cooperate with the representative of Hospital in the concurrent and terminal evaluation of the program.

C. School's faculty shall cooperate with Hospital staff and Students of School, to maintain an environment which provides quality patient care and quality student learning.

D. School shall comply with all Hospital policies and procedures in making plans for observation and/or practice at Hospital.

E. School shall provide all supervision and instruction required in the Department of Nursing unless in specific instances other provisions are made.

F. As early as possible and at least 2 weeks prior to the commencement of the clinical experience, School shall provide the number of Students for whom clinical experiences are requested, and the time periods which School wishes to utilize Hospital facilities for such experiences. The number of Students for any one (1) semester shall not exceed 24 (24).

G. School shall assume full responsibility for the administration of the Department of Nursing, and for the general supervision of instructors in the Program.

H. School shall participate in group conferences as mutually agreed upon with representatives of Hospital, for the purpose of discussing objectives of the learning experiences and Student performance in the Program.

I. School shall abide by existing rules and regulations of Hospital, which shall be made available to School.

J. School shall administer the Department of Nursing and shall have authority and control over the instructors in the Program. School shall provide all forms regarding practicum experience and instructions for completion of these forms.

K. School shall provide for verification of faculty and coordinators who provide supervision and instruction to Students in the Program.

L. School accepts liability for its employees and students actions within the

scope of their clinical affiliation at Hospital.

M. School shall provide assistance when requested by the facility should a problem needing assistance arise.

N. School shall provide educational training to students in Blood Borne Pathogens as regulated by OSHA prior to the beginning of clinical affiliation.

O. School shall ensure that the following provisions are complied with by its Students and faculty:

- (1) Students and faculty should respect the confidential nature of all information which may come to them with regard to patients and patient records.
- (2) Students shall be responsible for their own meals, laundry, and transportation to and from Hospital.
- (3) Students and faculty shall comply fully and without qualification with all federal, state, and local laws and regulations that pertain in any way to the rendering of services in the clinical program.
- (4) Students shall perform diligently all responsibilities and the duties assigned to them by faculty or Hospital representatives.
- (5) Students shall assume responsibility for personal illness during clinical hours. Emergency health care will be provided by the facility if possible. Charges for services rendered are the responsibility of the individual Student.
- (6) Students shall wear proper identification and a uniform acceptable to School and Hospital during the clinical hours.
- (7) Students and faculty shall abide by all rules, regulations and policies of Hospital, including appropriate respect for Hospital's religious philosophy, while participating in the Program at Hospital.

5. Background Checks Drug Screen: School shall, in a timely manner at either School's expense or the faculty/student's expense, conduct (or have conducted) a background check on each and every student assigned to the Program and every member of the staff/faculty responsible for supervision and/or instruction. If School has students or staff/faculty on-site at Hospital prior to the execution of this Agreement, then School shall immediately conduct a retrospective background check on such persons. The background check for students shall include, at a minimum, the following:

- (i) Social Security Number Verification;
- (ii) Criminal Search (7 years or up to 5 criminal searches);

- (iii) Violent Sexual Offender and Predator Registry Search;
- (iv) HHS/OIG List of Excluded Individuals/Entities;
- (v) GSA List of Parties Excluded from Federal Programs.

The background check for staff/faculty, if licensed or certified caregivers, shall include all of the above and, in addition, shall include the following:

- (i) Education verification (highest level);
- (ii) Professional License Verification;
- (iii) Certification & Designations Check;
- (iv) Professional Disciplinary Action Search.

Should the background check disclose adverse information as to any student and/or member of the staff/faculty, School shall immediately remove said student and/or member of the staff/faculty from participation in the Program at Hospital.

Drug Screen: School shall perform a drug screen on all students prior to the clinical experience. All students must be drug-free and must abide by Hospital's drug-Free Workplace policy.

6. School Status: School represents and warrants to Hospital that the School and its Program Participants participating hereunder: (i) are not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. Section 1320a-7b(f) (the "Federal health care programs"); (ii) are not convicted of a criminal offense related to the provision of health care items or services but has not yet been excluded, debarred or otherwise declared ineligible to participate in the Federal health care programs, and (iii) are not under investigation or otherwise aware of any circumstances which may result in the School or a Program Participant being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and the School shall immediately notify Hospital of any change in status of the representation and warranty set forth in this section. Any breach of this Paragraph shall give Hospital the right to immediately terminate this Agreement for cause.

7. Orientation and Training: All students will complete all Hospital orientation and training requirements prior to commencing their experience at Hospital. During orientation, the following will be provided and/or verified:

A. Issuance of School ID badge or, alternatively, ID badge may be provided by Hospital.

- (1) N95 respirator fit testing as applicable.
- (2) Waived testing competency validation as applicable.
- (3) Students will be enrolled in Hospital's on-line learning center for completion of an organizational orientation and completion of all required education.

8. Performance Assessment: At the end of the training experience, School Instructor

will conduct performance assessments of students completing their experiences at Hospital, and will communicate findings to Education and Training Services of Hospital and/or Medical Staff Services, as applicable. School will provide Hospital with an opportunity to evaluate instructors and students via an end-of-term evaluation.

9. Ongoing Competency Requirements: School will create a competency skills check list for all students. This check list will serve as reference for both students and staff as to competencies reviewed and/or demonstrated by students. All students shall be required to keep a copy of their competence skills check list with them at all times while at Hospital. For students who work in the same capacity as hospital staff providing care, treatment and services, focused competencies will be identified and developed by the department director/manager based upon high-risk/low-risk frequency activities, new procedures/equipment and problem prone areas.

10. Removal of Students from Program: Hospital shall have the right to remove any student from the clinical experience at Hospital if that student in any way violates, contravenes, ignores, neglects, abuses or otherwise disregards the accepted standards of conduct as applicable to students participating in the Program. Such a decision to remove a student from the clinical experience at Hospital is in the sole discretion of Hospital, and shall not be subject to consideration or reconsideration by any other person or entity.

11. Insurance and Indemnity: The School will maintain and/or cause its faculty members and students to maintain professional and public liability insurance covering them, with limits of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate per policy year, and naming as an insured Hospital against any claims arising from any act or omission of any student or faculty member. Certificates of such insurance shall be provided to Hospital which shall include an endorsement reflecting coverage as to Hospital. Such coverage shall be in effect for the entire duration of this Agreement.

Hospital agrees, during the term of this Agreement, to maintain general and professional liability insurance and/or funded self-insurance providing bodily injury and property damage limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) aggregate per policy year. Hospital may, however, self-insure any or all of its obligations hereunder.

School will save, indemnify, defend and hold harmless Hospital, its agents and employees, from any and all liability that they may incur as a result of the negligence of School, its agents, employees and students in connection with educational activities and services provided hereunder. Hospital will save, indemnify and hold harmless School, its agents, employees and students from any and all liability that they may incur as a result of the negligence of Hospital, its agents and employees.

Students and faculty of School shall not be considered employees or agents of Hospital, but shall in all respects remain under the ultimate direction, supervision and control of School. School will be responsible for worker's compensation coverage for all participating faculty, and hereby agrees to indemnify and hold harmless Hospital from any

worker's compensation claims which could or might be asserted by such faculty arising out of their performance of this Agreement, except for the negligence of Hospital, or its agents or employees.

12. Responsibilities of Hospital:

A. Hospital shall retain absolute control over the organization, administration, operation and financing of its services, and shall retain responsibility for all patient care.

B. Hospital shall provide general care and supervision for the care of patients and other persons under medical observation in the Hospital.

C. Hospital shall make available to students the facilities of Hospital needed to complete the requirements of the Program.

D. Hospital shall provide conference room space and use of any available instructional materials, insofar as may be needed.

E. Hospital shall inform faculty and School of changes in policies and procedures.

F. Hospital shall provide and maintain professional personnel who are capable and qualified in those departments in which students are placed. All supervisors shall have a minimum of two (2) years experience in the area to be supervised.

G. Hospital shall provide resources, opportunities, staff time, and cooperation in planning for the education program with School.

H. Hospital shall provide, as needed, orientation of faculty members of School to the philosophies and policies of Hospital.

I. Hospital shall assist School faculty in orienting students to Hospital, if necessary.

J. Hospital shall make available reference material/library materials to faculty and students.

K. Hospital shall allow students and faculty, at their own expense, to use cafeteria facilities, when available.

L. Hospital, through its supervisors, agrees to evaluate and maintain individual records of performance. These records shall be returned to School no later than one (1) week after completion of student assignment.

13. Prerequisites for Enrollment: All Students who participate in the Program must have completed the following curriculum at Locklin Technical Center

14. Accreditation: School covenants that, at all times during the term of this Agreement, its Program shall maintain its accreditation by the Board of Nursing, and shall endeavor to maintain standards accepted and required for said accredited Program.

15. Scheduling: Students registered in the Program who have been accepted in the Hospital training program shall utilize Hospital for clinical experiences during the days and hours to be planned by faculty of School with consent and approval of the administrative staff of Hospital. Participating students shall be assigned approximately fifteen (15) hours per week in Hospital, for the semester term.

16. Physical Examination: Students shall be required to have a physical examination by their family physician stating that the Student is in good health and is capable in participating in this Program, and shall have current immunization as required. Students under thirty (30) must have Rubella vaccination or show proof of immunity to German measles. Students shall be required to meet the same health standard requirements as Hospital employees. School shall be responsible for maintaining such a program pre-enrollment and annually. Hospital will provide School with the health standard requirements which must be met by its employees.

17. No Compensation: It is understood that Students and faculty are not entitled to any compensation from Hospital for any services which may be provided hereunder, but desire to donate such services as may result from the learning experiences.

18. HIPAA Requirements: The parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 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 any 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.

19. Areas of Training and Experience: Students shall receive training and practice at Hospital in the following areas:

1. Pediatrics
2. Obstetrics
3. Medical
4. Surgical
5. Geriatrics
6. Acute Care Settings

20. Changes in Staff or Curriculum: In the event of changes in staff or curriculum affecting either party, notification shall be given regarding same to the other party.

21. School Forms: School shall provide all forms regarding field work experience and instruction for completion of these forms.

22. Equal Opportunity: It is agreed by both parties that there shall be no discrimination of race, religion, creed, sex or national origin in connection with this Agreement and the Program.

23. Non-Assignment: Neither party may assign its interest or obligations under this Agreement without prior written consent of the other.

24. Entire Agreement: This Agreement contains the full and entire agreement and understanding between the parties as to the subject matter herein contained and expressly supersedes all prior oral and written communications regarding the subject matter hereof and all prior communications shall be deemed null and void.

IN WITNESS WHEREOF, we, the undersigned, duly authorized representatives of the parties to this Agreement hereinabove expressed, have entered into this Agreement and have read and understood the terms herein.

Witnesses:

SACRED HEART HEALTH SYSTEM, INC.

By: _____

Its: _____

Date: _____

SCHOOL BOARD OF SANTA ROSA
COUNTY

By _____

Its _____

Date: _____