

AN AGREEMENT

Between

**BRADFORD-UNION AREA CAREER-TECHNICAL CENTER
PRACTICAL NURSE EDUCATION PROGRAM**

Starke, Florida

And

SCHOOL BOARD ALACHUA COUNTY

Gainesville, Florida

I. PARTICIPATING AGENCIES

This agreement, made and entered into this 1st day of January, 2007 by and between the Bradford-Union Area-Career-Technical Center (hereinafter called the SCHOOL) and the School Board of Alachua County (hereinafter called the PARTICIPATING CENTER).

II. STATEMENT OF AGREEMENT

This is a mutual agreement between the administration of the School Board of Alachua County and the Bradford-Union Area-Career-Technical Center that the PARTICIPATING CENTER will accept Practical Nursing students from the SCHOOL for faculty supervised learning experiences in the care of patients in accordance with the provisions set forth in this agreement.

III. GENERAL PROVISIONS OF THE AGREEMENT

1. The education of the student shall be the primary purpose of the Practical Nurse Education Program.
2. The programs shall be responsible for the education of the student.
3. The PARTICIPATING CENTER agrees to share in the responsibility for the education of the student through the cooperation and assistance of its nursing staff with the instructor of the programs.
4. The instructor of the programs shall be responsible for selecting learning experiences for the students with the assistance and cooperation of hospital nursing personnel.
5. The programs agree to comply with the established policies and practices of the PARTICIPATING CENTER.

6. The PARTICIPATING CENTER agrees to accept the classes of Practical Nursing students for clinical experience annually with the understanding that the maximum number of students is not limited to a specific number due to the breadth of programs.
7. The PARTICIPATING CENTER agrees to allow students and instructors, at their own expense, to use the cafeteria facilities provided for personnel.
8. The School Board hold the PARTICIPATING CENTER harmless from any acts of negligence of the instructors and students while in the hospital within the scope of each individual programs practice.
9. The SCHOOL shall indemnify and hold PARTICIPATING CENTER, its directors, trustees, officers, employees, agents and affiliates harmless, from and against any and all liabilities, claims, causes of actions, or costs, including reasonable attorneys' fees and court costs, arising out of or related to any act or omission of trustees, officers, employees, agents or students, to the extent permitted under Florida's partial waiver of sovereign immunity to the extent that such waiver applies. Nothing herein shall be construed as a waiver of the protection afforded the SCHOOL under its sovereign immunity.
10. The PARTICIPATING CENTER shall indemnify and hold the SCHOOL harmless from any and all claims, demands, damages, injuries, losses, judgment expenses, and liabilities whatsoever incurred by the PARTICIPATING CENTER and its respective officers, directors, employees, and affiliates, arising out of any third party claims which are caused wholly or in part by any act, omission or negligence on the part of the PARTICIPATING CENTER in connection with the performance of its duties under this agreement and from attorney fees, expenses and liabilities incurred in connection with any such claims, or any action or proceeding brought thereon.
11. The SCHOOL shall take any steps required to protect the Protected Health Information (PHI) from unauthorized uses or disclosures and maintain the confidentiality and integrity of the PHI. Prior to any permitted disclosure of the PHI, the SCHOOL shall require the person or entity to which it intends to disclose PHI to assume all of the same duties with respect to the PHI that the SCHOOL has under this Agreement. The SCHOOL shall be fully liable to Facility and any affected individuals for any acts, failures or omissions of Recipients as though they were its own acts, failures or omissions.

IV. THE VOCATIONAL SCHOOL'S RESPONSIBILITY

1. To maintain standards recommended in the Rules and Regulations of the Florida State Board of Nursing and in the State Plan for Practical Nursing Education of the State Department of Education. These include provision for physical examination, certain immunizations, including Hepatitis B, Tuberculosis screening, HIV, Infection Precautions / Universal Precautions, CPR – HCP certified, Individual Health Insurances and professional liability insurance prior to nursing experience.
2. To employ qualified registered professional nursing instructors/ ARNPs who shall be responsible for determining the philosophy and the objectives of the SCHOOL and for developing and implementing the curriculum.

The instructors shall be responsible for:

- a. Selecting patient assignments (in cooperation with nursing personnel) and supervising students in their learning experiences.
- b. Planning for concurrent related instruction (informal and formal classroom) as needed to meet the objectives of the program. This instruction shall be scheduled during the regular school day.
- c. Maintaining individual records of instruction, clinical practice, evaluation of student competency, and health.
- d. Preparing an overall master teaching plan which includes the use of clinical services and to secure the approval of the plan as it relates to the use of clinical resources from the Director of Nursing prior to the beginning of implementation of the plan. Before any major changes are made in the plan, they will be discussed and approved by the Director of Nursing.

V. THE PARTICIPATING CENTER'S RESPONSIBILITY

1. To make available to instructors and students, hospital facilities and clinical services for planned learning experiences for patient care included in the Bradford-Union Area Career Technical Center health programs curriculum.
2. To include members of the faculty of the program in hospital staff meetings when policies to be discussed will affect or are related to the program.
3. To provide instructors and students with emergency medical care in case of illness or accidents incurred while on duty.

4. To provide classroom space with adequate lighting and ventilation for the faculty and student use. Telephone to be conveniently located for instructor use.
5. The PARTICIPATING CENTER retains all responsibility for the care of the patient.

VI. SCHOOL POLICIES

1. The Practical Nurse Education Program will consist of no less than 30 hours per week of classroom instruction, laboratory practice, and experience in selected learning situations in hospitals and other health agencies. The division and arrangement of time (to include the theoretical and clinical learning experiences) shall be determined by the instructors, and be based upon the needs of the students for specific learning experiences to meet the objectives of the program. If the instructors decide that it is desirable for students to have experiences in the hours other than those of regular school day, this will be planned with the PARTICIPATING CENTER personnel as a part of the curriculum to provide these experiences on an irregular scheduled school day. If students are assigned for this experience in this manner, the instructors will accompany them to provide supervision and instruction.
2. The vocational school day for Practical Nurse students is six hours, Monday through Friday. The Clinical Day may increase to 8 hours at the discretion of the instructor/program coordinator due to program needs.
3. Students will be regularly assigned for hospital/nursing home experience Monday through Friday.
4. Students will be given holidays that occur during the normal school week, Monday through Friday.
5. Students may be randomly tested for drug and alcohol abuse during the orientation of the program and at the discretion of the instructors during the school year. Affiliating health care facilities are drug free work sites, and may request testing as warranted based on student conduct in the clinical settings.

VII. REQUEST FOR WITHDRAWAL OF STUDENT

The PARTICIPATING CENTER has the right to request the SCHOOL to withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the administrator of said PARTICIPATING CENTER, in accordance with acceptable standards of performance. The SCHOOL may at any time withdraw a student whose progress, conduct or work does not meet the standards of the program. Final action on the student is the responsibility of the SCHOOL.

VIII. DISCONTINUANCE OF AGREEMENT

If either party to this agreement wishes to withdraw, it is understood that at least 30 days written notice shall be given by either participating agency, provided that students currently enrolled in the program shall be permitted to complete the course.

IX. MODIFICATION OF THE AGREEMENT

Modification of the agreement shall be made by mutual consent of both parties. A memorandum noting the modification shall be attached to this agreement and shall include the date and signature of parties agreeing to it.

X. RENEWAL OF AGREEMENT

This agreement shall be in effect for one year beginning January 1, 2007 through October 27th, 2007. This agreement shall continue in effect for two (2) years and shall be automatically renewed from year to year thereafter. It shall thereafter be reviewed or revised, renewed or canceled, annually.

XI. INSURANCE

The SCHOOL agrees to require the student to maintain professional liability insurance with single limit liability coverage of not less than \$1,000,000.00/\$3,000,000.00.

XII. HIPAA REQUIREMENTS

PARTICIPATING CENTER and SCHOOL 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 (the “Federal Privacy Regulations”), the federal security standards contained in 45 C.F.R. Part 142 (the “Federal Security Regulations”), and the federal standards for electronic transactions contained in 45 C.R.F. Parts 160 and 162, all collectively referred to herein as “HIPAA Requirements”. PARTICIPATING CENTER and SCHOOL 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 HIPAA Requirements and the terms of this Agreement.

PARTICIPATING CENTER will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Florida Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in several counterparts, each of which shall be deemed an original, as of the day and year first above set forth.

Agree to By:

Bradford-Union Area Vocational-Technical Center Practical Nursing
Education Program:

By: _____
Clarence DeSue, Jr., Director

Date: _____

Bradford County School Board:

By: _____
James Watson , Chairman

Date: _____

Attest:

By: _____
Lila Sellars

Date: _____

The School Board of Alachua County:

By: _____
Chairman

Date: _____

Attest: _____
W. Daniel Boyd Jr., Ed. D

Date: _____