

Clinical Student Agreement

LEESBURG REGIONAL MEDICAL CENTER, INC. d/b/a UF HEALTH LEESBURG HOSPITAL and THE VILLAGES® REGIONAL MEDICAL CENTER d/b/a UF HEALTH THE VILLAGES® HOSPITAL, both Florida not for profit corporations, hereinafter referred to as "HOSPITAL" and The School Board of Lake County, Florida hereinafter referred to as "Institute", entered into on the 14th day of Sept., 2021 an Agreement for Clinical Field Work Experience.

WHEREAS, HOSPITAL has the appropriate facilities and has agreed to make such facilities available to the Institute.

WHEREAS, HOSPITAL and Institute desire to cooperate to establish and implement a rotation program involving the clinical students of the Institute.

AGREEMENT TERMS

1. This Agreement between Institute and HOSPITAL shall become effective the date signed by HOSPITAL and remain in effect for a term of 1 year. This Agreement may be renewed or extended upon mutual written agreement. Any party wishing to terminate shall provide the other party 30 days written notice prior to termination, unless the parties terminate for breach of a covenant in this agreement. If a party breaches any covenants in this Agreement the non-breaching party may cancel this contract immediately. Students in good standing shall be permitted to complete the term should the parties terminate the Agreement.
2. HOSPITAL reserves the right to require any Student to be removed from HOSPITAL whose conduct or work with patients or personnel is not, in the opinion of the Chief Executive Officer or his designee of HOSPITAL in accordance with acceptable standards of professional practice. The Institute may at any time withdraw a Student whose progress, conduct or work does not meet the standards for continuation in the program.
3. Amendments to this Agreement now or in the future may be made as an attachment and will be acknowledged when fully executed by authorized signature(s) of HOSPITAL and Institute representative.
4. HOSPITAL and Institute shall cooperate in the placement of Students, each sharing responsibility for the final selection of Students. HOSPITAL has no obligation to work with Students who are initially considered to be, or are later found to be, unsuited to HOSPITAL.
5. HOSPITAL may terminate Student with or without cause and without notice. Failure to comply with any terms of this Agreement shall be considered cause for termination of Student.

SCOPE OF SERVICES/INTERNSHIP

1. The parties wish to provide an opportunity to Students to obtain practical experience in a clinical setting and to set forth the guidelines for providing said experience.
2. At any time before or after starting the clinical internship and in order to continue said internship, HOSPITAL may request and Student or Institute shall provide, at its own expense, evidence of any required licenses, certificates of insurance, or documentation as to the qualification of the Student including but not limited to a Student Resume, Letter of Recommendation from an Instructor, CPR certification, Driving Record, MMR Immunity or Vaccination, Drug Screen, Free of Communicable Disease Statement, and Liability as well as Accident and Sickness Insurance.
3. Institute shall provide HOSPITAL with a copy of the student's completed TB skin test prior to HOSPITAL start date.
4. It is mutually understood and agreed that the Student is not an employee of HOSPITAL. The sole interest and responsibility of HOSPITAL is to ensure that the services provided by the Students shall be consistent with the standard of care provided by HOSPITAL and are consistent with the policies and procedures of HOSPITAL and that the Student performs and renders services in a competent, efficient and satisfactory manner and pursuant to medically accepted standards and that the actions of the Student shall not interfere with the competent, efficient and satisfactory provision of medical care at HOSPITAL. It is likewise agreed that the Institute, its employees and agents, and the Student shall neither have nor exercise any control or direction over the methods by which the HOSPITAL performs its work and functions under this Agreement.

5. At HOSPITAL's sole discretion, HOSPITAL may provide written notice of a Student whose work or conduct with clients, patients or personnel is not in accordance with acceptable procedures or standards of performance or otherwise could disrupt patient or client services or HOSPITAL's operations, evaluate such Student's conduct and remove the Student from HOSPITAL except as the parties otherwise agree in writing. Institute will evaluate the Student's conduct within 3 working days, and during this evaluation period the Student will be suspended from the program until a decision is made for HOSPITAL to remove the Student or not remove the Student.

HOSPITAL RESPONSIBILITIES

1. Define and agree upon the manner in which the appraisal of performance and competency will occur based on job descriptions, patient care setting and criteria for competency.
2. Notify and provide Institute with a written report for any work related injury /incident. A confidential medical evaluation, details of the event(s), treatment(s) provided, action taken and follow-up for exposures to bloodborne pathogens, hazardous materials, emergency and natural disasters with signed permission to release information.
3. HOSPITAL agrees to provide at its established charge, treatment by HOSPITAL's Emergency Department to Students injured while performing their duties at HOSPITAL. Students experiencing a percutaneous injury (e.g. needle stick) may be treated by HOSPITAL's Employee Health Services Coordinator in accordance with HOSPITAL's Personnel Policy - Employee Health Infection Control Protocol. A medical incident report must also be completed by the Student and HOSPITAL's Student consent form to test for antibodies to the Human Immunodeficiency Virus (HIV) will be obtained by HOSPITAL's Employee Health Coordinator whenever necessary.
4. Direct all related documentation to Institute Human Resources / Risk Management with the understanding that confidentiality, privacy and applicable laws and regulations are acknowledged.
5. HOSPITAL agrees to identify the clinical area, date and term for each assignment needed.
6. Confirm date, time and identify the designee(s) who may interview, evaluate and accept Student profiles.
7. Confirm the acceptance of Student(s) following a telephonic or personal interview in order to verify and process essential information and credentials.
8. HOSPITAL shall provide Institute with confirmation of assignment(s).
9. HOSPITAL shall provide the Institute's Students with an appropriate orientation of HOSPITAL's policies and procedures. Only students that have received appropriate orientation may participate in clinical areas.
10. HOSPITAL shall provide the Institute's Students with learning opportunities under appropriate supervision.
11. HOSPITAL shall provide office supplies, access to a telephone and office that enable the Student to effectively complete requirements for field placement.
12. HOSPITAL shall provide appropriate learning experiences for the Student, including orientation to HOSPITAL, micro and macro work assignments and other learning activities needed for the satisfactory completion of field placement requirements.
13. The determination of the number of Students to be assigned for field placement shall be negotiated between HOSPITAL and Institute. HOSPITAL has the final decision on the number of Students it can accommodate.

INSTITUTE RESPONSIBILITIES

1. Acknowledge the clinical area, date and term for each assignment(s) requested by HOSPITAL.
2. Identify and present viable Student(s) for each clinical area prior to the confirmation and arrangement of the telephonic or personal interview.

3. Identify and remain in close contact with the HOSPITAL representatives who interview, evaluate, accept Student profiles and confirm assignment(s).
4. Acknowledge and review with selected Student(s) the assignment dates, hours per pay period and shifts confirmed with HOSPITAL.
5. Provide HOSPITAL, in writing, the names of the Students assigned by Institute to participate in the Program at least ten (10) days prior to the beginning of the Program.
6. Assign only those Students who have satisfactorily completed those portions of Institute curricula that are a prerequisite to Program participation.
7. Institute will confer with HOSPITAL before the placement of any Student in order to establish or to review the purpose, provisions and responsibilities involved in the field placement.
8. Institute's Coordinator of Field Education will be available for consultation with HOSPITAL as needed concerning the requirements and objectives of the field placement.
9. Institute will provide a faculty liaison to HOSPITAL who is responsible for monitoring the learning experiences and performance of the Student.
10. Student shall provide the necessary and appropriate uniform while on duty at HOSPITAL, and school name badge.
11. Student shall obtain prior written approval of both parties to this Agreement before publishing any material related to the learning experience provided under the terms of this Agreement.
12. Institute personnel assigned to HOSPITAL are to comply with all applicable state and federal laws and with HOSPITAL policies and procedures.
13. Institute Students assigned to HOSPITAL will professionally, ethically and diligently carry out their responsibilities with acknowledgment and due respect for their expertise and licensure, as applicable, and in the best interest of HOSPITAL's patient population, their health and welfare, their image and presence as a healthcare organization and member of the community.
14. Instructor's acting on behalf of Institute that need credentialed shall comply with all requirements set forth in this Agreement at their or the Institute's cost.

HOSPITAL REQUIRED DOCUMENTS

Institute will provide the following required documents to HOSPITAL prior to Student start date at HOSPITAL.

1. Employment application or resume of Student.
2. Instructor's References.
3. Criminal Background Investigation
4. OIG (Office of Inspector General) Sanctioned Individual Screen.
5. Negative Drug Screen (completed within 30 days of start date).
6. Health Screening including: TB skin test or chest x-ray (upon start and annually thereafter), Proof of MMR immunity or vaccination, Free of Communicable Disease statement (may be completed at the facility prior to commencing work).
7. Coordinate orientation for students prior to clinical start date.
8. Licensure/Certification Verification (including required CPR, professional Licensure), if applicable.
9. Driving Record Verification for positions requiring travel in a HOSPITAL vehicle. Copy of driver's license required for all students (or picture ID if no driver's license).
10. Initial Assessment of Competency.
11. Age Specific Competency Assessment upon start date and annually thereafter, if necessary.
12. Annual Performance Evaluation and Competency Assessment, if necessary.
13. Agreement to comply with the Security and Privacy Policy.
14. Agreement to comply with the Corporate Integrity Agreement Certification.

CARE STANDARDS AND GUIDELINES

HOSPITAL, Institute, and Student shall recognize and follow Hospital, Federal and State Standards and Requirements and will include, but not be limited to, the following:

1. Any licensed professional shall possess and will provide proof of current licensure issued by the state in which they will practice.
2. Any license presented to Agency shall be verified with the respective state(s) for active and clear status.
3. Any licensed professional will be directed to present their license upon arrival to the Human Resources Department and Supervisor.
4. A current CPR card, as appropriate, to the clinical area (BCLS, ACLS, PALS, NRP).
5. Continuing Education Certificates, as applicable, within the State of Florida.
6. The Job Description, State Standards of Practice or Scope of Practice Act and the ANA Code for Ethics shall serve as the Standards of Ethical Practice for which each nurse shall abide.
7. The Institute Student shall be familiar with and accountable for functions of their licensure, certification and/or classification within the area, current clinical skill and competency in the specialty, facility and state in which they are doing clinical rotation.
8. Orientation to provide and prepare the Student for appropriate utilization and patient support services. Recommendations to address include:
 - The Philosophy and Mission Statement of HOSPITAL and Patient Care Services.
 - Criteria and Standards for Nursing Practice and Procedures to and for each assigned clinical area.
 - Dress Code/ Protective Equipment.
 - System Behavior Standards
 - Acuity System and Method of Patient Assignment.
 - Chart Documentation / Transcription of Orders.
 - Administration of Medications, IV Therapy, Blood and Blood Products.
 - CPR and Code Procedures.
 - Discharge Planning.
 - Policy and Procedure and Code of Conduct regarding the correct reporting of unusual incidents and /or injuries.
 - Communications System(s) for immediate emergency and safety identification and response.
 - A comprehensive Patient Safety Program including an Emergency / Disaster Plan.
 - Other information and materials deemed relevant by Clinical Director of assigned area.
9. HOSPITAL in collaboration with Institute shall support a commitment to encourage all health care individuals to maintain and remain abreast of current standards of care and safety to ensure proficiency, skill level, competency and professional development. This shall be accomplished by the availability of continuing education programs and in-services within the health care community.

CONFIDENTIALITY OF INFORMATION

HOSPITAL and Institute each agree to take all sensible steps and to do all things within reason to ensure that information relating to patients, Institute's and HOSPITAL's business shall not be disclosed or made use of outside the business of either party. However, the foregoing shall not apply to information if provided to:

- Government agencies, as required, by law or to a third-party.
- Payors for reimbursement and consented to by the patient, as necessary.
- Other health care providers involved in the patient's care.
- Which such party can show was known to it prior to the disclosure by the other party.
- Which is or becomes public knowledge through no fault of such party; or
- Which is lawfully disclosed to such party by a third party.

Institute agrees to HOSPITAL's Security and Privacy Policy of Confidential Information and the following: HOSPITAL and Institute will maintain the confidentiality and security of patient and/or employee information of a confidential nature as follows:

Act as responsible information stewards and treat all individual medical record data, employee data and related financial, demographic, and lifestyle information as sensitive and confidential.

Treat all individual medical record and employee data as confidential in accordance with professional ethics, accreditation standards, and legal requirements.

Implement reasonable measures to protect the confidentiality of medical and other information maintained about patients and employees.

Those individuals with access to confidential information will have only the level of access needed to perform their job duties and be restricted from access to information not related to that purpose.

Remove patient or employee identifiers when appropriate, such as in statistical reporting and in medical research studies.

Not disclose any HOSPITAL patient or employee information without the prior consent of HOSPITAL.

If data are transmitted electronically, both HOSPITAL and Institute will send and receive data in a manner to protect the integrity and confidentiality of the transmitted information.

HOSPITAL's Business Associate Agreement, as attached, shall be executed by Institute.

HOSPITAL and the Institute agree to be bound to state and federal privacy rules, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Family Educational Rights and Privacy Act of 1974 ("FERPA").

INSURANCE

Institute shall procure and maintain, during the term of this Agreement and any renewal thereof, liability insurance to cover any and all liability for claims, damages, or injuries to persons or property whatsoever kind or nature arising out of the activities of such Institute's Students carried out under this Agreement. Such insurance shall be on an occurrence basis in amounts no less than one million dollars (\$1,000,000.00)/three million dollars (\$3,000,000.00) for personal injuries and one hundred thousand dollars (\$100,000.00)/three hundred thousand dollars (\$300,000.00) for property damage; and HOSPITAL shall be an additional named insured under such general and professional liability policy or policies. Institute shall submit certificates of insurance to HOSPITAL evidencing such insurance at the time of the execution of this Agreement, and at any renewals thereafter.

INDEMNIFICATION

To the extent authorized by Florida law, Institute agrees to indemnify, defend and hold harmless HOSPITAL, its directors, officers, employees and representatives from any and all liabilities, claims, resulting solely from or attributable to acts or omissions of Institute or any of its agents in the performance of this Agreement. However, in doing so, Institute is in no way waiving its right to exercise sovereign immunity pursuant to Florida Statutes § 768.28.

NOTICES

Any notice to be made with this Agreement shall be in writing and deemed effective when sent by registered or certified mail to the following address:

FOR HOSPITAL:

Leesburg Regional Medical Center, Inc. d/b/a UF Health Leesburg Hospital
The Villages® Regional Hospital d/b/a UF Health The Villages® Hospital
Attn: VP – Compliance and Legal Department / VP - Human Resources
600 E. Dixie Avenue
Leesburg, Florida 34748

FOR INSTITUTE:

Superintendent, Lake County Schools
201 West Burleigh Boulevard
Tavares, Florida 32778

MISCELLANEOUS

This Agreement contains the entire understanding of the parties. It may be amended or modified only by an agreement in writing signed by both parties, provided that no amendment shall be made which would cause this Agreement to violate any federal or state law.

The invalidity or non-enforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

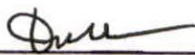
Each party represents and warrants that it is authorized to execute, deliver and perform this Agreement. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida and the venue shall be in Lake County Florida.

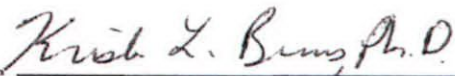
EXECUTION

IN WITNESS WHEREOF, the authorized undersigned have executed this Agreement based on the Effective Date.

**LEESBURG REGIONAL MEDICAL CENTER, INC.,
D/B/A UF HEALTH LEESBURG HOSPITAL and
THE VILLAGES® REGIONAL HOSPITAL d/b/a
UF HEALTH THE VILLAGES® HOSPITAL,
BOTH FLORIDA NOT FOR PROFIT
CORPORATIONS**

**THE SCHOOL BOARD OF LAKE COUNTY,
FLORIDA**

Signature 
Donald G. Henderson
CEO

Signature 
Kristi Burns
School Board Chairperson

Legal Content Approved:



Compliance and Legal Department

10/20/20

Date