

CLINICAL EDUCATION AGREEMENT  
BETWEEN  
SHANDS TEACHING HOSPITAL AND CLINICS, INC.  
AND  
SUWANNEE COUNTY SCHOOL BOARD  
THRU  
RIVEROAK TECHNICAL COLLEGE

THIS AGREEMENT, entered into as of the 6<sup>th</sup> day of **MARCH, 2020**, between SHANDS TEACHING HOSPITAL AND CLINICS, INC. d/b/a UF HEALTH SHANDS HOSPITAL ("SHANDS") and **SUWANNEE COUNTY SCHOOL BOARD THRU RIVEROAK TECHNICAL COLLEGE** ("UNIVERSITY" or "COLLEGE").

This is a mutual agreement between SHANDS and UNIVERSITY to provide students enrolled in UNIVERSITY's **SURGICAL TECHNOLOGY** Educational Program ("PROGRAM") supervised learning experiences in the care of patients in accordance with the provisions set forth in this Agreement.

It is mutually covenanted and agreed between the parties hereto as follows:

**I. Responsibilities of SHANDS:**

- A. SHANDS, and the physicians with practice privileges with SHANDS, have ultimate responsibility for all patient care activities.
- B. To provide to faculty and students of the UNIVERSITY available facilities and services in the planned learning experience.
- C. To provide conference and meeting rooms as required and needed, as space is available.
- D. To share in the responsibilities for the educational supervision of students in the PROGRAM.
- E. To provide faculty and students in the PROGRAM access to emergency medical care when on SHANDS' premises. Payment for such care will remain the responsibility of the individual receiving treatment.

- F. It is understood that SHANDS is not an agency or institution acting for UNIVERSITY, and that records that may be created and maintained by SHANDS on students are not education records as defined by the Family Educational Rights and Privacy Act ("FERPA"). To the extent SHANDS maintains education records at the request of UNIVERSITY, SHANDS agrees that it will not release, except to the UNIVERSITY or its agents or employees, such information, without the written consent of the student or as otherwise provided in FERPA.
- G. To forward orientation material to UNIVERSITY to be handed out to students and faculty enrolled in the PROGRAM and to conduct its own on site orientation to SHANDS for incoming UNIVERSITY students and faculty.

**II. Responsibilities of UNIVERSITY:**

- A. The UNIVERSITY has ultimate responsibility for all instructional activities of and for the grading of the students.
- B. Selection of students under the various programs. Classes shall not exceed the teaching capabilities of SHANDS. SHANDS reserves the right to specify the number of students in a given program for optimum use of existing facilities. UNIVERSITY shall notify the appropriate SHANDS clinical department within 72 hours of any student's withdrawal from the PROGRAM. The specific number of students to be assigned to the PROGRAM, the scheduling of classes and other learning activities, the faculty's accessibility to the students, and other issues unique to the relationship will be set forth in writing and agreed to by the parties prior to the initiation of the PROGRAM.
- C. To comply with established policies and practices of SHANDS, including all applicable legislation and regulations.
- D. To recommend students and faculty to SHANDS in a manner consistent with State and Federal laws relating to non-discrimination.
- E. To maintain standards of the PROGRAM as recommended and prescribed by all governing bodies regulating the PROGRAM.

- F. To employ qualified individuals as faculty members, and give faculty members and students orientation material, as previously provided by SHANDS, prior to reporting to SHANDS. PROGRAM shall contact the appropriate SHANDS departmental representative to ascertain any documentation that may be required for faculty members who assume direct student supervision of patient care activities.
- G. To ensure that students and faculty with direct supervision responsibilities comply with SHANDS requirements as set forth in Exhibit A, including but not limited to physical examinations, tuberculosis screening, certain immunizations, AIDS training, CPR training, health insurance, HIPAA training and background checks, prior to entrance upon premises under the PROGRAM.
- H. To maintain the required degree of discipline among its students and faculty, giving full consideration to the institution's standard of conduct and performance. SHANDS may, at any time, withdraw or exclude any faculty or student from its facilities, premises or clinical areas, whose conduct or performance is not, or has previously not been, in accordance with PROGRAM or SHANDS departmental standards, or whose conduct or performance is, or has previously been, unprofessional or detrimental to either SHANDS or the UNIVERSITY. Written report of the circumstances of the withdrawal or exclusion shall be submitted to the appropriate UNIVERSITY administrator.
- I. Classes shall be programmed within the capabilities of SHANDS.
- J. To maintain individual records of class and practicum student competency and health.
- K. Where applicable, to prepare any rotational plans for services to be used for experience and to secure the approval of this plan from SHANDS prior to the beginning of the educational PROGRAM within the facilities. Major changes made in the plans will not be effective until such time as they are approved by SHANDS.



- L. To require its faculty and students to hold as confidential any patient information acquired. Any disclosure of patient information must be in accordance with Shands policy, Section 395.3025, Florida Statutes, and other applicable law.
- M. For faculty with direct supervision responsibilities at SHANDS, UNIVERSITY shall at all times maintain professional liability insurance coverage in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million (\$3,000,000) aggregate with an insurance company with a minimum Best Rating of "A." UNIVERSITY may satisfy this requirement by demonstration of self-insurance deemed fiscally sound by an independent casualty actuary. Such insurance or self-insurance shall be an occurrence based policy, or a claims based policy maintained for the Statute of Limitations period as set forth in Section 95.11, Florida Statutes. UNIVERSITY shall demonstrate compliance with this section by providing SHANDS with a Certificate of Insurance evidencing such coverage prior to the faculty member's arrival at SHANDS. UNIVERSITY will provide evidence of such insurance at any time on reasonable request.
- N. To ensure that students shall at all times maintain professional liability insurance coverage in the minimum amount of one million dollars (\$1,000,000) per occurrence and three million (\$3,000,000) aggregate. Such insurance shall be an occurrence based policy, or a claims based policy maintained for the Statute of Limitations period, as set forth in Section 95.11, Florida Statutes. Student shall demonstrate compliance with this section by providing SHANDS with a Certificate of Insurance evidencing such coverage prior to his or her arrival at SHANDS. Student will provide evidence of such insurance at any time on reasonable request.
- O. To ensure that a criminal background investigation in the student's state of residence for the prior seven years or, if the student is under the age of twenty-five (25), since the age of eighteen is conducted for each student prior to the student's assignment to the hospital pursuant to this Agreement. UNIVERSITY

shall notify SHANDS of any and all criminal convictions ascertained through the criminal background investigation.

### **III. General Conditions**

- A. SHANDS and the UNIVERSITY agree that each shall be treated for all purposes as independent contractors and that all students under the PROGRAM shall remain agents or students of the UNIVERSITY. The UNIVERSITY agrees that it will not act, or represent that it is acting, as an agent of SHANDS, or incur any obligations on the part of SHANDS, without first obtaining express written authority from SHANDS. This Agreement is not intended and shall not be construed to create the relationship of agency, partnership, joint venture, or association between SHANDS and UNIVERSITY, or to create an employment relationship between SHANDS and UNIVERSITY or SHANDS and the students in the PROGRAM.
- B. UNIVERSITY agrees that it will not use the name of SHANDS in any advertising or commercial without first obtaining the express written authorization from SHANDS.
- C. SHANDS and the UNIVERSITY agree that this Agreement shall continue in effect for two (2) years and shall be automatically renewed from year to year thereafter; provided, however, that either party may terminate this Agreement at any time by giving the other party notice in writing at least ninety days prior to the intended termination date. Provided further, that students currently enrolled in the PROGRAM shall be permitted to complete the course. Modification of this Agreement shall be made by mutual written consent of both parties. A memorandum noting the modification shall be attached to the Agreement and shall include the date and signatures of parties agreeing to it.
- D. SHANDS and the UNIVERSITY agree that executed copies of this Agreement shall be placed on file with the appropriate Vice President of SHANDS and the Dean of the UNIVERSITY.

- E. All notices by either party required or permitted by this Agreement shall be in writing and delivered by registered or certified mail with the United States Postal Services, postage prepaid, return receipt requested, by overnight deliver (for which evidence of delivery is obtained by sender), or by hand delivery, to the representatives specified herein.

**If to the University / College:**      **Attn: Mary Keen**  
**Principal**  
**415 SW Pinewood Dr.**  
**Live Oak, FL 32060**  
**386-647-4200**  
**mary.keen@suwannee.k12.fl.us**

**If to Shands:**      **Attn: Jean Bulmer, DNP, RN-BC**  
**Admin Director, Nursing Education**  
**PO Box 100335**  
**Gainesville, FL 32610**  
**352.265.0194**  
**bulmej@shands.ufl.edu**

- F. This Agreement is nonexclusive. The parties reserve the right to enter into similar Agreements with other institutions.
- G. The terms set forth in this Agreement constitute all the terms and conditions agreed upon by the parties hereto and no other terms and conditions shall be valid and binding on the parties hereto unless reduced to writing and executed by the parties hereto.
- H. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
- I. The parties to this Agreement shall comply with applicable state and federal laws, rules and regulations governing patient and medical record confidentiality. Additionally, UNIVERSITY shall cooperate with SHANDS so that SHANDS can

comply with the regulations promulgated by the Health Insurance Portability and Accountability Act.

J. This Agreement may not be assigned, in whole or in part, by either party, other than to a successor in interest, without the prior written consent of the other party.

**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.

**RIVEROAK TECHNICAL COLLEGE**

By: \_\_\_\_\_

**Ted L. Roush**  
**Superintendant of Schools**

DATE: \_\_\_\_\_

SHANDS TEACHING HOSPITAL AND CLINICS, INC.  
d/b/a UF HEALTH SHANDS HOSPITAL

By: \_\_\_\_\_  
(CEO OR ADMINISTRATOR)

**EDWARD JIMENEZ**

DATE: \_\_\_\_\_

"Approved as to Form and Sufficiency  
BY \_\_\_\_\_

Leonard J. Dietzen, III  
Rumberger, Kirk & Caldwell, P.A.  
Suwannee School Board Attorney"



## EXHIBIT A

# **REQUIREMENTS FOR STUDENTS AND/OR FACULTY PARTICIPATING IN CLINICAL EXPERIENCE AT SHANDS**

Students and faculty with on-site supervision responsibilities must provide proof that they meet the following requirements when they come to Shands to begin their clinical experience:

1. General Health Screening and/or physical examination.
2. Proof of two MMR vaccines, administered 4 weeks apart, OR  
Laboratory (serological) proof of immunity to measles and rubella.  
  
Documentation of immunity to Chickenpox (varicella) by one of the following:
  - Documentation of two varicella vaccinations, administered 8 weeks apart, OR
  - Laboratory (serological) proof of immunity, OR
  - Documentation of a history of varicella disease or herpes zoster ("shingles") by a licensed healthcare provider.
3. Tuberculosis screening: Documentation of a negative tuberculin skin test (PPD) or negative TB-IGRA blood test within 12 months of start of clinical rotation. If history of previous testing was positive, there must be documentation of 1) a chest x-ray showing no active tuberculosis disease and 2) completion of preventive therapy or treatment for active tuberculosis disease.
4. Hepatitis B vaccine:
  - Documentation of completion of hepatitis B vaccine series.
  - Documentation of Hepatitis B surface antibody serology (**optional, but recommended**).
  - Declination of Hepatitis B vaccination completed.
5. Tetanus / Diphtheria / Pertussis: Documentation of one dose of tetanus/diphtheria/pertussis (Tdap) vaccination.
6. Vaccination with the current season's quadrivalent formulation of the flu vaccine.
7. Completed training course on HIV and AIDS, as required by State Law.
8. CPR certified.
9. Evidence of health insurance. (May be waived for students demonstrating hardship).
10. Completed Shands' HIPAA training and orientation.
11. Criminal background check.