



CLINICAL TRAINING SITE AFFILIATION AGREEMENT

Dear Student:

Thank you for your interest in Jackson Hospital and its affiliated physician practices as your clinical training site. We look forward to working with you in your endeavors to advance your education in healthcare and hope that training here creates an interest in joining our healthcare team.

Please contact Kathryn Jordan, Community/Staff Educator, at 850-718-2661, to determine if there is an existing contract with your education institution. If not, please complete this application to ensure we have a signed agreement with your educational institution for us to serve as a clinical training site.

The Clinical Training Site Affiliation Agreement must be signed by an authorized official from your educational institution and countersigned by Jackson Hospital *before* your training/clinical can begin.

Please follow the directions below to expedite the Affiliation Agreement process:

- Print the attached agreement. The agreement must contain original signatures!
- If applicable, you must identify the Jackson Hospital-based preceptor and obtain their approval to precept you prior to the execution of this agreement.
- An authorized official from your educational institution must sign where indicated.
- The signed agreement can be mailed, faxed or scanned and emailed to the following contact:

Robbin Pumphrey, Chief Nursing Officer
4250 Hospital Drive
Marianna, Fl. 32446
Tel: 850-718-2520
Fax: 850-718-2594
rpumphrey@jackhosp.org

If you have any questions regarding the agreement, please contact Robbin Catt Pumphrey. If the agreement is approved, you will be contacted by Kathryn Jordan to arrange your orientation. If the agreement is not approved, you will be contact by Robbin Catt Pumphrey explaining this decision.

CLINICAL TRAINING SITE AFFILIATION AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into on this ____ day of _____, 20__, by and between _____ (the "Educational Institution"), located at _____ and Jackson Hospital located at 4250 Hospital Drive, Marianna, Florida 32446 (the "Field Site" or "Jackson Hospital").

RECITALS

WHEREAS, the Educational Institution offers undergraduate and/or graduate programs in the field of nursing (the "Programs") and seeks to partner with Jackson Hospital for educational field experiences for the students enrolled in any one of the following Programs (the "Students"):

Initial applicable programs offered and covered under this agreement:

____Registered Nurse to Bachelor of Science in Nursing Program (BSN), accredited by the Commission on Collegiate Nursing Education (CCNE)

____Master of Science in Nursing (MSN) with tracks specializing in various areas, accredited by the Commission on Collegiate Nursing Education (CCNE)

____ Doctor of Nursing Practice Program (DNP);

____ Other Program: _____

WHEREAS, field experiences shall include the Field Site's student education program conducted at the Field Site ("Field Experience Program");

WHEREAS, the Field Site is willing to make available its educational and professional resources to such Students; and

WHEREAS, both parties mutually desire to contribute to the education and professional growth of the Student.

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth it is understood and agreed upon by the parties hereto, as follows:

I. TERM AND TERMINATION

This Agreement shall commence on _____ and shall continue for a period of one (1) year (the "Initial Term"). Upon expiration of the Initial Term of this Agreement, this Agreement and the Term shall renew for successive one (1)-year periods (each a "Renewal Term"). Notwithstanding the foregoing, either party may terminate this Agreement for any reason or no reason, upon thirty (30) calendar days' prior written notice to the other party. In the event of termination before any participating Student(s) has completed the then-current term, such Student(s) shall be permitted to complete the then-current term subject to the applicable terms of this Agreement, which shall survive until the date of such completion.

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II. NOTICE

All notices under this Agreement shall be in writing and delivered by hand or deposited, postage prepaid, in first-class U.S. mail, registered and return receipt requested, addressed as follows or to such other address as a party may designate:

If to Educational Institution: _____

Attn: _____

If to Field Site: 4250 Hospital Drive
 Marianna, Fl. 32446
 Attn: Nursing Administration

III. EDUCATIONAL INSTITUTION RESPONSIBILITIES

A. Educational Institution shall be responsible for the assignment of Students to the Field Site. Educational Institution agrees to refer to the Field Site only those Students who have completed the required prerequisite course of study as determined by Educational Institution.

B. Educational Institution will collaborate with the Field Site to develop a schedule and provide objectives for the learning experience being sought for the students prior to the beginning of each period of experience.

C. Educational Institution shall confirm any contact information for Student to the Field Site Program Coordinator.

D. Educational Institution shall supply the Field Site with information regarding the Student's current level of academic preparation as may be required by the Field Site.

E. Educational Institution shall provide the Field Site with information regarding the particular requirements relating to Field Experience Programs including required hours and supervision requirements.

F. Educational Institution shall maintain professional liability insurance with a single limit of no less than Two Million Dollars (\$2,000,000) per occurrence and Four Million Dollars (\$4,000,000) annual aggregate and general liability insurance with a single limit of no less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate, with umbrella liability coverage in amounts no less than One Million Dollars (\$1,000,000). Such insurance policies shall provide additional coverage to Educational Institution students. Educational Institution shall provide the Field Site with proof of coverage upon request.

G. Educational Institution shall provide proof of immunization history, applicable professional licensure and CPR certification of Instructors and/or Students upon Field Site request.

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IV. FIELD SITE RESPONSIBILITIES

A. The Field Site shall assign a staff member to serve as the coordinator for the Field Experience Program at the Field Site (the "Field Site Program Coordinator"). The Field Site Program Coordinator shall be responsible for:

- (1) Planning and coordinating the education arrangements between the Field Site, the Student and Educational Institution;
- (2) Serving as a liaison between the Field Site and Educational Institution; and
- (3) Developing and administering an orientation program for Student which will familiarize the Student with the Field Site and all applicable policies and procedures.

B. The Field Site shall provide learning experiences for the Student that are planned, organized and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines.

C. Field Site shall provide Student with an orientation familiarizing student with all applicable State and Federal laws and regulations that pertain to practice at the Field Site, including those pertaining to Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which govern the use and/or disclosure of individually identifiable health information.

D. Field Site shall assure that the Student practices within the guidelines of any applicable professional ethics codes. Field Site shall provide resources to Student for exploring and resolving any ethical conflicts that may arise during field training.

E. The Preceptor shall complete, with the Nursing Instructor and Student, all written evaluations of the Student's performance according to the timeline established by the Education Institution. Evaluations will be submitted to the Field Education Coordinator.

F. The Field Site reserves the right to dismiss at any time any Student whose health condition, conduct or performance is a detriment to the Student's ability to successfully complete the Field Experience Program at the Field Site or jeopardizes the health, safety or well-being of any patients, clients or employees of the Field Site. The Field Site Program Coordinator or assigned Preceptor shall promptly notify the Educational Institution of any problem or difficulty arising with a Student and a discussion shall be held either by telephone or in person to determine the appropriate course of action. The Field Site will, however, have final responsibility and authority to dismiss any Student from the Field Experience Program.

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G. If available, the Field Site agrees to provide emergency health care services for the Student for illnesses or injury on the same basis as that which is provided to Field Site employees. With the exception of emergency care, the Students are responsible for providing for their own medical care needs.

H. The Field Site shall ensure adequate workspace for the student and shall permit the use of instructional resources which may include but not be limited to procedure manuals and client records as required by the Field Experience Program.

I. The Field Site is an independent special district which is protected by Florida Statute 768.28 for liability purposes.

V. STUDENT RESPONSIBILITIES

A. The Student shall provide their own transportation to and from the Field Site as well as any meals or lodging required during the clinical experience.

B. The Student shall agree to abide by the rules, regulations, policies and procedures of the Field Site as provided to Student by the Field Site during their orientation at the Field Site and shall abide by the requirements of the applicable nurse practice act.

C. The Student shall agree to comply with the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") issued under the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), which govern the use and/or disclosure of individually identifiable health information.

D. Student shall arrange for and provide to Field Site any required information including, but not limited to, criminal background checks, health information, verification of certification and/or licensure, insurance information and information relating to participation in federally funded insurance programs.

E. The Student is responsible for selecting a Preceptor. The Program requires supervision specifically by the Preceptor and may not be delegated. Preceptors are responsible for providing, as applicable to the Program, role modeling, direct patient supervision, professional interactions, and sharing expertise and experience. Preceptors are expected to voice concerns when student behaviors are in question or patient safety is of issue. Preceptors shall provide instruction and clinical services in accordance with the appropriate nurse practice act and shall educate Students as to the requirements of the nurse practice act. The Preceptor shall work with the Nursing Instructor to review and evaluate the Students in the field experience program.

VI. MUTUAL RESPONSIBILITIES

A. HIPAA. The parties agree that:

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(1) The Field Site is a covered entity for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any regulations and official guidance promulgated thereunder (collectively, “HIPAA”), as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH”) (together referred to as the “HIPAA Privacy Regulations”);

(2) to the extent that Student are participating in the Field Experience Program:

(a) Student shall be considered part of the Field Site’s workforce for HIPAA compliance purposes in accordance with 45 CFR §160.103, but shall not be construed to be employees of the Field Site.

(b) Student shall receive training by the Field Site on, and subject to compliance with, all of Field Site’s privacy policies adopted pursuant to the Regulations; and

(c) Student shall not disclose any Protected Health Information, as that term is defined by 45 CFR §164.105, to which a Student has access through Program participation that has not first been de-identified as provided in 45 CFR §164.514(a);

(3) Educational Institution will never access or request to access any Protected Health Information held or collected by or on behalf of the Field Site that has not first been de-identified as provided in 45 CFR §164.514(a); and

(4) No services are being provided to the Field Site by Educational Institution pursuant to this Agreement and therefore this Agreement does not create a “business associate” relationship as that term is defined in 45 CFR §160.103.

(5) Use of Patient Protected Health Information (PHI/ePHI) will be limited to minimum amount necessary for the education/training activities. Students will bear primary and direct responsibility for any inappropriate use/access or disclosure of PHI/ePHI. Students will sign an Agency Security and Confidentiality Agreement as appropriate to their role.

B. The Field Site and Educational Institution will promote a coordinated effort by evaluating each student that participates in this program, ongoing evaluation of the Educational Institution’s compliance with the terms of this agreement, planning for its continuous improvement, making such changes as are deemed advisable and discussing problems as they arise concerning this affiliation.

C. The parties agree that Students participating in the Field Experience Program are at all times acting as independent contractors and that Students are not and will not be considered employees of the Field Site or any of its subsidiaries or affiliates by virtue of a Student’s participation in the Field Experience Program and shall not as a result of Student’s participation

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in the Field Experience Program, be entitled to compensation, remuneration or benefits of any kind.

- D. The Field Site and Educational Institution agree that Students will have equal access to their respective programs and facilities without regard for race, color, sex, age, religion or creed, marital status, disability, national or ethnic origin, socioeconomic status, veteran status, sexual orientation or other legally protected status.
- E. The terms and conditions of this Agreement may be amended by written instrument executed by both parties.
- F. This Agreement is nonexclusive. The Field Site and Educational Institution reserve the right to enter into similar agreements with other institutions.
- G. This Agreement shall be governed by the laws of the State of Florida and any dispute between the parties shall be resolved without the aid of jury, (non-jury trial) by a Judge of the Fourteenth Judicial Circuit, sitting in Marianna, Jackson County, Florida.
- H. This Agreement sets forth the entire understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings, oral or written, of any nature whatsoever, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, effective the date first above written:

Jackson County Hospital District:

Educational Institution Name:

By: _____

By: _____

Name: James Platt

Name: _____

Title: Chief Executive Officer

Title: _____

Date: _____

Date: _____