ASSOCIATED HEALTH EDUCATION AFFILIATION AGREEMENT BETWEEN THE DEPARTMENT OF VETERANS AFFAIRS (VA) AND AN EDUCATIONAL PROGRAM

Use when trainees are enrolled in an educational program approved by an accrediting body recognized by the U.S. Department of Education or by the Council for Higher Education Accreditation (CHEA)

VISN 8

VA NETWORK

North Florida/South Georgia Veterans Health System

VA HEALTHCARE FACILITY (including city and state)

Suwannee County School Board, Riveroak Technical College; Live Oak, FL

NAME OF EDUCATIONAL INSTITUTION (including city and state)

Surgical Technology Program, LPN Program

PROGRAM/DISCIPLINE AND DEGREE(S)

This agreement, when duly executed and approved by the Department of Veterans Affairs (VA), establishes an affiliation between VA, its Veterans Integrated Service Networks, the listed VA facility or facilities, and the listed educational program for the academic purposes of enhanced patient care, education, and research. VA and the affiliated educational institution have a shared responsibility for the academic enterprise. The affiliated institutions accept primary responsibility for the integrated education programs conducted with VA while VA retains full responsibility for the care of VA patients and administration of its healthcare system. Additional responsibilities are delineated below.

RESPONSIBILITIES

1. The affiliated educational institution has the following responsibilities:

A. Operate, manage, and assume overall educational responsibilities for the educational program and maintain accreditation by an agency that is recognized by the U.S. Department of Education or by the Council for Higher Education Accreditation (CHEA).

B. Select trainees that meet qualifications as agreed upon by the educational institution and VA.

C. Evaluate the trainee's performance and conduct in mutual consultation with VA staff and according to the guidelines outlined in the approved curriculum and accepted standards.

2. **VA has the following responsibilities:**

A. Operate and manage the VA facility and maintain accreditation by the Joint Commission and other accrediting entities as appropriate.

B. Appoint qualified healthcare professionals, as appropriate, as full-time or part-time staff of the facility to provide supervision of trainees and provide Veteran patient care.

C. Participate with the affiliated school in the academic programs of education and research, provide a quality learning environment, and supply sufficient resources for appropriate conduct of such programs.

D. Establish minimal qualifications for trainees coming to VA for clinical education.

E. Evaluate the trainee's performance and conduct in mutual consultation with the program director and according to the guidelines outlined in the approved curriculum and accepted standards.

F. Orient trainees and faculty to the VA facility and inform them that they are subject to VA rules and regulations while in a VA facility.

G. Dismiss any trainee from VA assignment in accordance with VA Handbook 5021, Part VI, Paragraph 15 or Paragraph 18, whichever paragraph applies.

H. VA will ensure that all trainees and faculty who will be assigned to VA receive VA appointments, to include issuance of appropriate letters of appointment documenting their appointment as VA employees.

I. Assure that staff with appropriate credentials will supervise trainees.

J. Assure that trainees with occupational injuries (including exposure to infectious or environmental hazards), will be assessed and, in emergency cases, initially treated at VA. Workers compensation coverage for trainees will be that which is provided under the Federal Employees' Compensation Act.

K. Appoint VA staff and appropriate school program faculty to the VA Partnership Council and its subcommittees. School program faculty will be chosen based on the extent of involvement in the VA training program and geographic proximity to the VA facility.

L. Conduct periodic reviews of academic programs and policies according to VA policies.

TERMS OF AGREEMENT

Ultimate responsibility for the control and operation of VA facilities and programs rests with VA. Ultimate responsibility for academic education rests with the affiliated institutions. Through this agreement, a collaboration is created with VA to enhance patient care, education, and research.

The participating institutions and VA comply with Title VI of the Civil Rights Act of 1964, section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Public Law 104-191, the Age Discrimination Act of 1975, and all related regulations, and assure that they do not, and will not, discriminate against any person on the basis of race, color, sex, disability, or age under any program or activity receiving federal financial assistance.

Nothing in this agreement is intended to be contrary to state or federal laws. In the event of conflict between terms of this agreement and any applicable state or federal law, that state or federal law will supersede the terms of this agreement. In the event of conflict between state and federal law, federal law will govern.

Properly appointed faculty members and trainees of the sponsoring institutions, when at VA healthcare facilities or on VA assignment at offsite facilities and while furnishing professional services covered by this agreement, will have personal liability protection by the provisions of the Federal Employees' Liability Reform and Tort Compensation Act, 28 U.S.C. 2679 (b)-(d). The liability, if any, of the United States for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act.

Amendments must be bilaterally executed in writing, signed by authorized representatives of both agencies. No oral or unilateral amendments will be effective. Only terminations done in accordance with the terms of this agreement may be done unilaterally.

Should disagreement arise as to the interpretation of the provisions of this agreement that cannot be resolved between the parties' designated Points of Contact, the area(s) of disagreement will be reduced to writing by each party and presented to the authorized officials at both participating entities. If settlement cannot be reached at this level, the disagreement will be raised to the next level in accordance with the parties' procedures for final resolution. Both parties will proceed diligently in performing their obligations under this agreement pending final resolution of any dispute arising hereunder.

TERMINATION OF AFFILIATION AGREEMENT

This affiliation agreement is in force until 06/01/2029 *[insert a date that is not to exceed ten years in the future and that allows for completion of the last training cycle during that period]* and supersedes any previous affiliation agreement. It may be terminated in writing at any time by mutual consent with due consideration of patient care and educational commitments, or by written notice by either party 6 months in advance of the next training experience.

SIGNATURES FOR ACADEMIC INSTITUTION

Approved as to Form and Sufficiency
BY _____
Leonard N. Dwozen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Signature of Dean or Equivalent Responsible Official for the Educational Institution or Program

JUL 23 2019
Date of Signature

JUL 23 2019
Chairperson, Suwannee County School Board

Ted L. Roush
Typed Name of Individual Signing Above

Superintendent of Schools
Typed Title of Individual Signing Above

SIGNATURES FOR DEPARTMENT OF VETERANS AFFAIRS

Tina L Prince DNP RN
Signature of Responsible VA Official for Educational Program

Sep 11, 2019
Date of Signature

Tina Prince, DNP, MBA/HCM, RN, NEA-BC
Typed Name of Individual Signing Above

Associate Director, Patient Care Services
Typed Title of Individual Signing Above

Signature of VA Designated Education Officer

9/16/19
Date of Signature

L. Chad Hood, MD
Typed Name of Individual Signing Above

ACOS - Education, NF/SG VHS
Typed Title of Individual Signing Above

Thomas Wisnieski

Signature of Director or Equivalent Responsible Official for VA Healthcare Facility

9/18/19

Date of Signature

Thomas Wisnieski, MPA, FACHE

Typed Name of Individual Signing Above

Director, NF/SG VHS

Typed Title of Individual Signing Above

Department of Veterans Affairs

ACKNOWLEDGEMENT OF RECEIPT OF DEPARTMENT OF VETERANS AFFAIRS PROTECTED HEALTH INFORMATION BY AFFILIATED EDUCATIONAL INSTITUTIONS

Use when VA Protected Health Information (PHI) is disclosed to an Affiliated Educational Institution for purposes of health care operations (including education program administration and/or quality assurance activities.

1. Background and Justification

The Health Insurance Portability and Accountability Act (HIPAA) Privacy and Security Rule requirements in 45 CFR Parts 160 and 164 allow disclosure of Protected Health Information (PHI) without prior written authorization from the individual for purposes of treatment, payment and health care operations. Education program administration and quality assurance activities are both considered health care operations and consequently VA PHI may be disclosed to Affiliated Educational Institutions without prior written authorization from the individual.

VA PHI may be transferred to the Affiliated Educational Institution for health care operations in three distinct ways. First, shared trainees may submit data directly to the Affiliated Educational Institution. Second, shared faculty members may be required to submit PHI. Third, there may be direct institution to institution transmission of PHI.

Affiliated Educational Institutions need PHI for the following purposes in the administration of educational programs, quality assurance activities and other assessments such as those delineated below:

a) To assess the competency of trainees and staff.
b) To assess the number and types of patients from which trainees learn, or that staff members care for.
c) To comply with clinical and/or education accreditation standards.
d) For academic or disciplinary actions involving trainees or staff for which individually-identifiable patient information is relevant.
e) To assess and improve the quality of care during training and learning activities.

This Acknowledgement will ensure that, when Affiliated Educational Institutions receive VA PHI for purposes of educational program administration, quality assurance activities or other assessments, they will collect, store and protect this information according to all applicable HIPAA standards. Although VA facilities and their Affiliated Educational Institutions are encouraged to exchange de-identified data whenever such data is sufficient, Affiliated Educational Institutions may either choose to or be required to use VA PHI.

NOTE: If the VA and Affiliated Educational Institution have committed to exchange only de-identified data (whether in electronic or paper format) then this agreement is not applicable and does not need to be executed.

2. Ownership of VA PHI

When VA PHI is disclosed to Affiliated Educational Institutions, either directly, or through trainees or faculty members, it is considered a permitted disclosure for health care operations under the Privacy Rule. Copies of data disclosed to the Affiliated Educational Institution become the property of that Affiliated Educational Institution and are no longer considered a part of a VA Privacy Act System of Records. Original data maintained by VA will remain VA's data.

3. Use and Disclosure of VA PHI

Unless otherwise limited herein, the Affiliated Educational Institution receiving VA PHI disclosures may use or disclose this data for its own purposes of health care operations or other legal requirements. Such use or disclosure must be in accordance with applicable Privacy and Security Rule requirements. Both VA and Affiliated Educational Institutions will observe the "minimum necessary" requirements of the Privacy Rule when making requests or disclosures.

ACKNOWLEDGEMENT OF RECEIPT OF DEPARTMENT OF VETERANS AFFAIRS PROTECTED HEALTH INFORMATION BY AFFILIATED EDUCATIONAL INSTITUTIONS

4. Definition of VA PHI

For the purpose of this document, VA PHI refers only to individually-identifiable patient information as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

5. Effective Date

This Acknowledgement shall be effective on the date signed by all parties.

6. Review Date

The provisions of this agreement will be reviewed by VA every two years from the Effective Date to determine the applicability of the agreement based on the relationship of the parties at the time of the review.

VHA FACILITY NAME: North Florida/South Georgia Veterans Health System - 573

AFFILIATED EDUCATIONAL INSTITUTION: Suwannee County School Board, Riveroak Technical College, Live Oak, FL

Signature of Dean, Associate Dean or Equivalent Responsible Official for the Affiliated Educational Institution or Program	*Signature of Responsible Legal Official for the Affiliated Educational Institution or Program*
Date of Signature: JUL 2 3 2019	*Date of Signature*: JUL 2 3 2019
Ted L. Roush	Leonard J. Dietzen, III
Typed Name of Individual Signing Above	*Typed Name of Individual Signing Above*
Superintendent of Schools	School Board Attorney
Typed Title of Individual Signing Above	*Typed Title of Individual Signing Above*
JUL 2 3 2019 Chairperson Suwannee County School Board	
Signature of VA Designated Education Official	*Signature of VA Medical Center Director*
Date of Signature: 9/16/19	*Date of Signature*: 9/18/19
L. Chad Hood, MD	Thomas Wisniewski, MPA, FACHE
Typed Name of Individual Signing Above	*Typed Name of Individual Signing Above*
ACOS - Education, DEO	Director, NF/SGVHS
Typed Title of Individual Signing Above	*Typed Title of Individual Signing Above*

Department of Health

Compare Florida Prelicensure Nursing Education Programs

NA - Not Available; data will be available after November of each year
NT - No Testers
Questions regarding the accuracy of the data can be emailed to MQA.Nursing@flhealth.gov

General Information

Profession

PN

Program Type

Certificate

Program Name

RIVEROAK Technical College

Address

415 SW PINEWOOD DRIVE

LIVE OAK , FL 32064

Retention Rate

86

License Information

License/Activity Status

APPROVED

Accrediting Information

Accrediting Body

Council on Occupational Education

Accreditation

Other Accrediting Agencies

NCLEX Passage Rates

Reporting Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Cumulative Score	National Average
2019	NT	100.00	NT	NT	100.00	86.73

Reporting Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Cumulative Score	National Average
2018	NT	NT	86.36	NT	86.36	85.91
2017	NT	NT	93.75	100.00	94.44	83.84
2016	NT	NT	65.22	NT	65.22	83.73
2015	NT	NT	88.24	NT	88.24	81.89
2014	NT	NT	60.00	NT	60.00	82.16
2013	NT	NT	82.35	NT	82.35	84.63
2012	NT	NT	94.12	100.00	94.44	84.23
2011	NT	NT	71.43	200.00	73.33	84.83
2010	NT	NT	100.00	NT	100.00	87.05
2009	NT	NT	92.31	100.00	92.86	85.72
2008	NT	NT	100.00	NT	100.00	85.60