CLINICAL AGREEMENT
BETWEEN
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
AND
JUAN E. BATISTA, M.D., P.A.

WHEREAS, THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA (the "SCHOOL BOARD") is in need of health care facilities to teach career education students pursuant to the Florida Department of Education Cluster Curriculum Frameworks for Health Science Education and the SCHOOL BOARD'S policies and procedures

WHEREAS, Juan E. Batista, M.D., P.A. (the "PROVIDER") desires to provide the necessary health care facility to assist in the health science career education program;

WHEREAS, the parties hereto recognize their mutual interest in promoting those educational goals and objectives of the State Department of Education and the SCHOOL BOARD of promoting excellence in health care; and

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, both parties therefore agree as follows:

I. PARTICIPATING AGENCIES:

The participating agencies in this Agreement are THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA and Juan E. Batista, M.D., P.A.

II. STATEMENT OF AGREEMENT:

This is an Agreement between the PROVIDER and the SCHOOL BOARD whereby the PROVIDER will accept students from the SCHOOL BOARD'S career education programs as listed below for supervised learning experiences in the care of patients, in accordance with the provisions set forth in this Agreement.
SECONDARY HEALTH SCIENCE EDUCATION PROGRAMS

Health Science Careers
Allied Health Assisting
Biomedical Sciences
Dental Aide
Dental Laboratory Assisting
Electrocardiograph Aide
Emergency Medical Responder
Health and Wellness
Health Unit Coordinator
Home Health Aide
Medical Laboratory Assisting
Nursing Assistant
Pharmacy Technician
Practical Nursing
Vision Care Assisting

Health Occupations Cooperative Education-OJT

Health Occupations Education Directed Study

Medical Skills and Services

A. GENERAL PROVISIONS OF THE AGREEMENT:

1. The parties agree that the foregoing recitals are true and correct and are incorporated herein by this reference.

2. The education of the student shall be the primary purpose of the training program.

3. Any student assigned to this clinical training program shall be properly supervised at all times by the PROVIDER when student is on the PROVIDER’s premises.

4. Neither the SCHOOL BOARD nor PROVIDER shall be responsible for the loss or damage to students’ personal property while on the PROVIDER’s premises.

5. The PROVIDER may include the instructors of the School District of Palm Beach County at staff meetings when policies are discussed that will affect or are related to the School Board’s Career Education programs. The PROVIDER shall provide the School District instructors with written notice of changes in PROVIDER’s policies and procedures that impact the School Board’s Career

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Education programs at least five days prior to the effective date of such changes.

B. SPECIFIC PROVISIONS REGARDING HEALTH SCIENCE CAREERS:

1. HEALTH SCIENCE CAREERS (Allied Health Assisting, Biomedical Sciences, Dental Aide, Dental Laboratory Assisting, Electrocardiograph Aide, Emergency Medical Responder, Health and Wellness, Health Unit Coordinator, Home Health Aide, Medical Laboratory Assisting, Nursing Assistant, Pharmacy Technician, Practical Nursing, and Vision Care Assisting).

   a. The clinical experiences shall consist of no more than half of the instructional time unless deemed necessary by the supervising instructor.

   b. Classes will be conducted during normal school hours or according to a prearranged schedule.

   c. The number of students scheduled for training on the PROVIDER’S premises and student assignments shall be planned by the PROVIDER’S staff and the School District instructor.

2. NURSING ASSISTANT

   a. The PROVIDER agrees to accept a maximum number of twelve students per teacher for clinical educational experiences at one time. The teacher/student ratio shall be no more than 1:12.

   b. The educational program shall consist of classroom instruction, laboratory practice and clinical experience with a minimum of forty (40) hours in a clinical setting.

3. PRACTICAL NURSING

   a. The PROVIDER agrees to be responsible for the guidance and supervision of students, particularly in restricted areas such as Intensive Care and Coronary Care Units, Recovery Room, Emergency Room, Obstetrics and Pediatrics.

   b. The educational program of 1350 hours shall consist of classroom instruction, laboratory practice and clinical educational experiences. Classes will be conducted during normal school hours or a prearranged schedule.

   c. The clinical education experience shall makeup at least 50% of the total program. The teacher/student ratio shall be 1:12.
d. The SCHOOL BOARD will maintain standards recommended and required by the Rules and Regulations of the Florida State Board of Nursing, the Florida Department of Education, and any applicable national accrediting agencies.

4. **EMERGENCY MEDICAL RESPONDER**
   
a. The number of students scheduled and the length of time the student will be assigned to the PROVIDER'S premises will be planned by the PROVIDER'S staff and the School District instructor.

b. The educational program shall consist of no more than 150 classroom hours and 25 hours observational ride time. Classes will be conducted during the normal school hours or according to a prearranged schedule.

c. The PROVIDER will provide and supervise the students in observational ambulance experiences. Arrangements will be made so that the PROVIDER and the School District instructor will confer in a timely manner.

d. The SCHOOL BOARD will conduct the program in accordance with Florida Department of Education and Florida Department of Health guidelines and policies.

C. **THE SCHOOL BOARD'S RESPONSIBILITY:**

1. To maintain standards and procedures as recommended by the Florida Department of Education and the state occupational governing board (s) applicable to the programs housed within the PROVIDER'S facility.

2. To maintain standards for participating students and facility which include but are not limited to, requirements for physical examination, T.B. screening, MMR (measles, mumps, rubella) vaccination, tetanus, Varicella Titer or chicken pox vaccination, Hepatitis B vaccine (staff/students to show documentation) or declination form and education on universal precautions and blood borne pathogens.

3. To employ qualified instructors who shall be responsible for conveying the philosophy and objectives of the SCHOOL BOARD and for developing the curriculum.
The School District instructor shall be responsible for:

a. Selecting assignments in cooperation with the PROVIDER'S personnel and supervising students in their learning experiences when applicable.

b. Planning concurrent related instruction (informal and formal classroom) as needed to meet the objectives of the program. This instruction will be scheduled during the regular school day.

c. Maintaining individual records of class and clinical instruction, practice and evaluation of student competency and health.

d. Preparing a clinical/observation rotation plan for services to be used for experience and securing the written approval of the plan from the PROVIDER prior to the beginning of the affiliation. Before any material changes are made in the plan, they will be discussed and approved in writing by the administrator of the facility or designated person.

e. Interpreting to PROVIDER and health care personnel the roles of the student within the occupation being taught.

4. To be responsible for the education of the student.

5. To be responsible for selecting learning experiences for the students, with the assistance and cooperation of the PROVIDER'S personnel.

6. To ensure that a School District instructor or school administrator is available for consultation by phone or routine supervisory visits during times students are participating in clinical experiences.

7. To comply with the applicable established policies and practices of the PROVIDER as provided to the SCHOOL BOARD. (Policies presented for review and mutual acceptance.)

8. To recognizes its liability for certain tortious acts of its agents, officers, and employees to the extent and limit provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of sovereign immunity; provided, however, this provision shall not be construed as a waiver of any right or defense that the SCHOOL BOARD may possess and the SCHOOL BOARD reserves all such rights as against any and all claims that may be brought under this Agreement.

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D. THE PROVIDER’S RESPONSIBILITY:

1. To make available to instructors and students appropriate facilities and supervision for clinical services and planned learning experiences related to the approved program curriculum.

2. To provide guidance and supervision of the students while on PROVIDER’s premises.

3. To provide School District instructors and students with emergency first aid care in case of illness or accident while on PROVIDER’s premises. It shall be the responsibility of the person who becomes ill or injured to pay for his/her own care.

4. To provide the site and educational opportunities for the clinical experiences.

5. To allow School District students and staff to use any of the existing food services at PROVIDER’s location, at student and/or staff expense.

6. When applicable and available, provide a conference/meeting room for the School District staff’s use with adequate lighting and ventilation to accommodate twelve persons.

7. To assume all patient care responsibility including responsibility for the guidance and supervision of students when on PROVIDER’s premises, particularly in patient contact areas. The PROVIDER’s clinical faculty will direct students and instruct them in the procedures to follow relative to patient care.

8. To execute the Beneficial Interest and Disclosure of Ownership Affidavit, which is attached hereto as Exhibit “A” and incorporated by this reference.

9. To execute the Contract/Agreement Addendum Concerning Student Information, which is attached hereto as Exhibit “B” and incorporated herein by this reference.

E. THE SCHOOL BOARD POLICIES:

1. The educational program shall consist of classroom instruction, and laboratory practice experiences in selected learning situations in health care 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
I. MODIFICATION OF AGREEMENT:

Modification of the Agreement shall be made only upon mutual consent of both parties in writing and an addendum shall be executed by both parties hereto.

J. NON-DISCRIMINATION:

The PROVIDER agrees not to unlawfully discriminate against any student in any manner whatsoever on account of race, creed, color, age, gender, sexual orientation, religion, handicap, national origin, or marital status.

K. LENGTH OF AGREEMENT:

This Agreement will be effective on the date fully executed by all parties and extend through June 30, 2017.

L. If the PROVIDER is a governmental entity, the following clause is hereby incorporated into this Agreement:

Indemnification:

The PROVIDER recognizes its liability for certain tortious acts of its agents, officers, employees and invitees, and agree to be responsible respectively for all claims, liability, losses, and/or causes of action that may arise from any of its negligent acts or omissions due to the acts of its agents, servants, or employees to the extent and limits provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of Sovereign Immunity.

M. In the event the PROVIDER is not a governmental entity, the following clauses are hereby incorporated into this Agreement:

Indemnification:

The PROVIDER shall, in addition to any other obligation to indemnify the SCHOOL BOARD and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the SCHOOL BOARD, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of PROVIDER, or anyone directly or indirectly employed by PROVIDER, or of anyone for whose acts any of PROVIDER may be liable in the performance of the work or violation of law, statute, ordinance, governmental administration order, rule or regulation in the performance of
the work; claims or actions made by PROVIDER or other party performing
the work. Any reasonable costs or expenses, including reasonable
attorney's fees, incurred by the SCHOOL BOARD to enforce this
Agreement shall be borne by PROVIDER. PROVIDER recognizes the
broad nature of this indemnification and hold harmless article, and
voluntarily make this covenant for good and valuable consideration
provided by SCHOOL BOARD in support of this indemnification in
accordance with the laws of the State of Florida. This article will survive
the termination of this Agreement.

N. Insurance Clause

Provider agrees that if it is self-insured as authorized by Florida statutes
and it meets all the requirements of such authorizing statute, it will provide
a certificate of self-insurance outlining this coverage to the School Board.
If Provider, however, is not self-insured, Provider agrees that it will provide
a certificate of insurance by a company or companies approved by the
SCHOOL BOARD. Such certificates of insurance meeting the
requirements specified within this Agreement shall be forwarded with the
Agreement, and approved prior to the start of any action in furtherance of
the performance of this Agreement. Renewal certificates must be
forwarded prior to the policy renewal date. Thirty days written notice must
be provided to the SCHOOL BOARD, via certified mail, in the event of
Cancellation. WORKER'S COMPENSATION: The PROVIDER must
comply with Chapter 440, Florida Statutes, worker's compensation and
Employees' Liability Insurance with minimum statutory limits.
COMPREHENSIVE GENERAL LIABILITY: The PROVIDER shall
procure and maintain, for life of this Agreement, Comprehensive General
Liability Insurance. This policy shall provide coverage for death, bodily
injury, or property damage. The minimum limits of coverage shall be
$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury
Liability and Property Damage Liability. PROFESSIONAL LIABILITY:
PROVIDER agrees that at all times relevant to the Agreement, all duly
licensed professionals providing services on behalf of PROVIDER must
comply with the financial responsibility requirements of section 458.320,
Florida Statutes.

III. CONFIDENTIAL INFORMATION AND RECORDS

PROVIDER recognizes that it may receive access to confidential student records
as it fulfills its obligations to the SCHOOL BOARD under this Agreement.
PROVIDER shall execute PBSD 2220 and comply with section 1002.22, Florida
Statutes, and the Family Educational Rights and Privacy Act of 1974 (FERPA),
20 U.S.C. 1232g, and its implementing regulations found in 34 C.F.R. Part
99.31(a)(6). In the event that PROVIDER is requested or required under
compulsion of legal process to disclose any such confidential information to any
outside party, PROVIDER will not disclose, unless required by law, the
confidential information until the SCHOOL BOARD'S General Counsel has first
(i) received prompt written notice of such request or requirement to disclose, and
(ii) had an adequate opportunity to obtain a protective order or other reliable
assurance that confidential treatment will be accorded the confidential
information. PROVIDER shall not oppose actions by the SCHOOL BOARD or its
General Counsel to assure such confidential treatment.

The SCHOOL BOARD, its students, and instructors recognize that PROVIDER’S
patient records to which SCHOOL BOARD, its students, and instructors may
have access, constitute confidential health care information covered by one or
more privacy and confidentiality laws, regulations and or rules, including HIPAA.
The SCHOOL BOARD, its students, and instructors, shall be bound by all legal
requirements for protection of this type of information.

IV. JURISDICTION AND VENUE:

This Agreement shall be governed by the laws of the State of Florida and if any
dispute arises, then venue shall be in Palm Beach County.

V. COPIES OF THIS AGREEMENT:

Copies of this contractual agreement shall be submitted to the office of the
Florida Board of Nursing and Florida Department of Education.

Copies of this Agreement shall be placed on file in the School District’s
Secondary/Career Education Department.
THE SCHOOL BOARD OF PALM BEACH COUNTY

By: __________________________

E. Wayne Gent
Superintendent

Date: ______________________

Frank A. Barbieri, Jr., Esq.
Chairman

Attest: ______________________

Date: ______________________

Reviewed and approved as to legal sufficiency:

(Name of Attorney)

Date: 4/3/12

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