

## HEALTH SCIENCE EDUCATION CLINICAL AGREEMENT

This Health Science Education Clinical Agreement, hereinafter referred to as the "Agreement," is made and entered into this 7 day of May, 2013 by and between THE SCHOOL BOARD OF PINELLAS COUNTY, P.O. Box 2942, Largo, Florida 33779-2942, hereinafter referred to as the "Board," and WESTMINSTER SUNCOAST 1095 Pinellas Point Dr. S., St. Petersburg, Fl. 33705, hereinafter referred to as the "Agency."

### WITNESSETH:

WHEREAS, the Board offers an approved program of study in the field of Health Science Education; and

WHEREAS, the Board desires that its students obtain the necessary clinical experience at the Agency in order to implement its Health Science Education programs; and

WHEREAS, the Agency desires to cooperate with the Board in implementing the above stated objective;

NOW, THEREFORE, in consideration of the mutual promises contained in the Agreement, the Agency and the Board agree as follows:

THAT the Board's faculty and students enrolled in the above-named program of the Board may have access to and participate in Agency programs as determined by mutual agreement of the Agency and Board.

THAT the number of students and the specific dates when the students of the Board will be utilizing the various departmental facilities of the Agency will be set up and agreed upon by both parties in advance of the specific session. Learning experiences in the departments will be selected by the faculty and approved by the Agency and the days and hours planned by the faculty of the Board in cooperation with the Agency.

THAT the Board and the Agency will make no distinction in the selection of staff or the admission of students on the basis of race, age, sex, religion, color, disability, ethnicity, national origin, sexual orientation, or marital status.

THAT the Agency may require the Board to withdraw a faculty member or student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the administration of said Agency, in accordance with acceptable standards or performance.

THAT this Agreement shall become effective upon the date of signature of both parties, and shall remain in effect for a term of five (5) years.

THAT this Agreement may be terminated by either party at any time without cause by giving thirty (30) days prior written notice to the other party; provided, however, such termination shall not become effective as to students already enrolled and participating in the program until such time as the program then in progress is completed.

THAT the parties agree to adhere to the additional contractual obligations and possess such additional contractual rights described below.

**THE RESPONSIBILITIES OF THE BOARD ARE:**

- 1) To use the proper Agency channels to make plans for observation and practice experience.
- 2) To comply with current policies and procedures of the Agency and to require the faculty and students enrolled in the program to comply with such policies and procedures of Agency.
- 3) To require that students wishing to participate in Agency's program successfully complete a Level 2 criminal background screening at their own expense through Board's established fingerprinting and criminal background screening procedures.
- 4) To provide evidence that faculty has current credentials, licenses, and competencies specific to the subject matter for which they are responsible for teaching.

5) To provide the instruction, supervision, guidance and evaluation required by the program.

6) To orient Agency personnel to the goals and objectives of the learning experiences.

7) To warrant that students in the Board program who are receiving clinical experience at the Agency are enrolled in the appropriate Board course and have knowledge and skill appropriate to the clinical assignment.

8) To require that the faculty and students wear picture identification tags identifying their status while on Agency premises. The faculty and students of the Board are not to be considered as agents, officers, servants, or employees of the Agency.

9) To require that the faculty and students, upon beginning their learning experience at the Agency, provide the Board with documentation of:

a. Two (2) TB Skin Tests (Mantoux), one within the past year and one within the previous month. If no previous TB Skin Tests (Mantoux) have been given, the tests will be administered one week apart (2-step) per the Center of Disease Control (CDC) guidelines, with the results of both tests documented. Positive tests need to be evaluated by the Health Department.

b. Current immunization or immunity to the following diseases:

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|--------------|---------------|
| 1. Rubella   | 4. Tetanus    |
| 2. Rubeola   | 5. Diphtheria |
| 3. Varicella |               |

Proof of immunization or immunity will be demonstrated through written documentation from a physician or by laboratory confirmation.

c. Hepatitis B Vaccine (HBV), as indicated by the Occupational Safety and Health Administration guidelines (OSHA). Those who refuse HBV will sign a declination statement.

The faculty and students will comply with all Agency policies and procedures concerning clearance to work at the Agency if they have any symptoms of sickness. The Board agrees to emphasize to the students the importance for such policies and procedures.

10) To educate students before beginning their learning experiences about the risks of accidental exposure to air/blood borne pathogens, universal precautions, the use of protective devices and other preventative measures, and the importance of past exposure medical evaluation and follow-up.

11) To provide involved students with information regarding an exposure incident.

12) To encourage and assist students to obtain past exposure medical evaluation and follow-up including all necessary laboratory testing in the event a significant exposure occurs.

13) The Board will provide general liability insurance with minimum limits of \$1,000,000 per occurrence and \$1,000,000 aggregate for each student participating in the program covered by this Agreement. Upon request by the Agency, the Board will provide a copy of the certificate of such insurance.

14) To assure that every student has personal medical/accident insurance or has signed a verification of personal responsibility for same. The student shall be responsible for arranging his/her medical care and/or treatment including transportation in case of illness and/or injury while participating in the program at the Agency. It is understood that the students participating under this Agreement are not entitled to any benefits or workers' compensation in the event of any injury occurring on the premises of the Agency.

15) Board and its agents, students, faculty, representatives and employees agree to keep strictly confidential and hold in trust all confidential information of Agency and/or its patients and not disclose or reveal any confidential information to any third party without the express prior written consent of Agency except as required by law or as authorized by Agency. Board shall not disclose the terms of this Agreement to any person who is

not a party to this Agreement, except as required by law or as authorized by Agency. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide the defaulting party with the option of pursuing remedies for breach, or notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to non - defaulting party.

16) Subject to the monetary limitations of Section 768.28, Florida Statutes, School Board agrees to be responsible for the negligence of its officers, employees and agents in connection with the implementation of this Agreement. The School Board agrees to provide, upon request from Agency, an acceptable certificate of self-insurance as proof of insurance coverage and further agrees to maintain such self-insurance throughout the term of this Agreement. This provision does not apply to the acts or omissions of students.

**THE RESPONSIBILITIES OF THE AGENCY ARE:**

- 1) To provide opportunities for observation and practice experience with students in a classroom setting
- 2) To provide adequate classroom and conference room space, library facilities and the use of available instructional materials where applicable.
- 3) To assist in the orientation of faculty and students to the physical facilities, policies and procedures of the Agency, as required.
- 4) To allow the students and faculty, at their own expense, to use the cafeteria facilities (where applicable) in the Agency, if they so desire.
- 5) To provide assistance with health screening of children as needed, including vision, growth and blood pressure readings.
- 6) To allow opportunities to accompany children to their dental visits for observation.
- 7) To hold the School Board, its employees and agents harmless, and to indemnify and defend the School Board, on account of the acts of the Agency, or its employees or

agents, arising from or during or caused by the performance of this Agreement. This agreement to indemnify and hold harmless shall be limited to the extent the School Board may be liable under Section 768.28 Florida Statutes, up to the amount of any claim bill passed by the Legislature of the State of Florida. The Agency agrees to provide an acceptable certificate of professional liability insurance as proof of coverage sufficient to indemnify the School Board in the amounts specified in Section 768.28 Florida Statutes, and further agrees to maintain such insurance throughout the period of this Agreement.

**SCHOOL BOARD:**

Date \_\_\_\_\_

By: \_\_\_\_\_  
ChairpersonAttest: \_\_\_\_\_  
Superintendent

Approved as to form:

David Kyndall  
School Board Attorney's Office**AGENCY:**Date 4-10-13By: MBTitle: Executive DirectorAttest: Pam LockhartTitle: Executive Assistant