

**AGREEMENT
BETWEEN
THE SCHOOL BOARD OF PALM BEACH COUNTY
AND
EYE & EAR
BARRY A. FRANKEL, O.D.
1692 S. Congress Avenue
Palm Springs, Florida 33461**

I. PARTICIPATING AGENCIES:

The participating agencies in this agreement are The SCHOOL BOARD of Palm Beach County, Florida, hereinafter called the "SCHOOL BOARD" and, BARRY A. FRANKEL, O.D. hereinafter called the "PROVIDER."

II. STATEMENT OF AGREEMENT:

This is an agreement between the PROVIDER and the SCHOOL BOARD whereby the health care 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

Health Occupations Cooperative Education-OJT

Health Occupations Education Directed Study

(Secondary = high SCHOOL)

WHEREAS, the parties hereto recognize that the SCHOOL BOARD is in need of health care facilities to teach career education students, in the area as stated above, pursuant to the State Plan for Career Education of the State Department of Education and The SCHOOL BOARD of Palm Beach County's policies and procedures; and

Education and The SCHOOL BOARD of Palm Beach County promoting excellence in health care; and

Whereas, the PROVIDER desires to provide the necessary health care facility to assist in this program; both parties therefore agree, in consideration of the mutual covenants and agreements expressed herein, as follows:

A. GENERAL PROVISIONS OF THE AGREEMENT:

1. The education of the student shall be the primary purpose of the training program.
2. The SCHOOL BOARD shall be responsible for the education of the student.
3. The PROVIDER agrees to provide the site and educational opportunities for the clinical experiences and cooperate with and assist the faculty of the SCHOOL BOARD through its health science education staff.
4. The SCHOOL BOARD shall be responsible for selecting learning experiences for the students, with the assistance and cooperation of the PROVIDER'S personnel.
5. Any student assigned to this program shall be properly supervised at all times by the PROVIDER when student is on the PROVIDER'S premises.
6. The SCHOOL BOARD instructor or SCHOOL administrator shall be available for consultation by phone/pager or routine supervisory visits during times students are participating in clinical experiences.
7. The students shall be responsible for their personal property.
8. The SCHOOL BOARD agrees 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.)
9. The PROVIDER agrees to allow students and faculty, at their own expenses, to use any of the existing food services.

10. The PROVIDER, when applicable and available, shall provide a conference/meeting room with adequate lighting and ventilation to accommodate twelve persons.
11. All services rendered by students pursuant to this agreement shall be uncompensated, except for the On-the-Job Training Program in accordance with law.
12. The SCHOOL BOARD recognizes its liability for certain tortious acts of its agents, officers, and employees to the extent and limit provided in 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 BOARD may possess and the BOARD reserves all such rights as against any and all claims that may be brought under this agreement.
13. The PROVIDER will assume all patient care responsibility including responsibility for the guidance and supervision of students (when on their premises), particularly in patient contact areas. The clinical faculty will direct students and instruct them in the procedures to follow relative to patient care.

B. SPECIFIC PROVISIONS:

1. **HEALTH CAREERS** (Allied Health Assisting, Dental Aide, Dental Laboratory Assisting, Electrocardiograph Aide, Health Unit Coordinating, Home Health Aide, Medical Laboratory Assisting, 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 on the Providers premises and student assignments shall be planned by the Provider's staff and the SCHOOL BOARD 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 (FS 464-Nursing Programs -64B9-2.008- Clinical Training).
- d. The SCHOOL BOARD will maintain standards recommended by the Rules and Regulations of the Florida State BOARD of Nursing, the Department of Education and the national accrediting agency.

4. **FIRST 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 BOARD 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 BOARD 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.

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) in accordance with the programs housed within the PROVIDER'S facility.
2. The SCHOOL BOARD will maintain standards which include, requirements for physical examination, T.B. screening, MMR (measles, mumps, rubella) vaccination, tetanus, Varicella Titer or chicken pox vaccination, Hepatitis B vaccine (faculty/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 faculty 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 agency and health care personnel the roles of the student within the occupation being taught, provided such interpretations are acceptable to the administrator of the facility.

D. THE PROVIDER'S RESPONSIBILITY:

1. To make available to faculty 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 student while on their premises.
3. To provide faculty and student with emergency first aid care in case of illness or accident while on duty. It shall be the responsibility of the person who becomes ill or injured to pay for his/her own care.
4. The PROVIDER may include the faculty of the SCHOOL BOARD at staff meetings when policies are discussed that will affect or are related to the approved programs. The PROVIDER shall, at all times, provide the SCHOOL BOARD faculty with written notice of changes in policy and procedures in a timely manner, especially as such changes relate to or affect the approved educational programs.

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 faculty, and be based upon the needs of the students for specific learning experiences to meet the objectives of the program.
2. The SCHOOL day will be in conformance with state requirements.
3. Students will be given holidays as provided in the regular SCHOOL calendar.

F. REQUEST FOR WITHDRAWAL OF STUDENT/FACULTY:

The participating Provider has the right to demand the SCHOOL BOARD withdraw any student/faculty from its facility whose conduct, work with patients, or general work and behavior is, in the reasonable opinion of the administrator of the health care facility, not in accordance with acceptable standards of performance and ethics. Students/faculty will be removed in accordance with SCHOOL BOARD policy.

The SCHOOL BOARD may at any time withdraw, in accordance with law, a student/faculty whose progress, conduct, or work does not meet the standards of the SCHOOL BOARD for continuation in the assigned area or program.

Notwithstanding anything to contrary, removal of faculty will be in accordance with law.

G. TERMINATION OF AGREEMENT:

Each Party reserves the right to terminate this contract at any time and for any reason, upon giving thirty (30) days written notice to the other party. If said contract should be terminated for convenience as provided herein, each party will be relieved of all obligations under said contract. For purpose of notice, the SCHOOL BOARD representative shall be the Director of the Secondary Education Department of the SCHOOL BOARD of Palm Beach County.

H. STUDENT INSURANCE:

Each student shall provide proof of professional liability insurance coverage with minimum limits of \$1,000,000/\$3,000,000, at SCHOOL BOARD' S expense. Students will be encouraged to be covered by their own health and accident plan.

I. MODIFICATION OF AGREEMENT:

Modification of the agreement shall be made only upon mutual consent of both parties and a contract addendum shall be executed by both parties hereto.

J. NON-DISCRIMINATION:

The participating agency agrees not to discriminate against any trainee in any manner whatsoever on account of race, creed, color, age, sex, religion, handicap, national origin, or martial status.

K. LENGTH OF AGREEMENT:

This agreement will be effective on the date fully executed by all parties and extend through June 30, 2008 .

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

Indemnification:

Each of the parties to this agreement recognize their respective liability for certain tortious acts of their 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; provided, however, that this provision shall not be construed as a waiver of any right or defense that the SCHOOL BOARD and the County have under said statute.

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

Indemnification:

Indemnification/Hold Harmless Agreement: PROVIDER shall, in addition to any other obligation to indemnify the Palm Beach County SCHOOL BOARD and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the SCHOOL BOARD, their 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 there from, 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 them, or of anyone for whose acts any of them 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. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for PROVIDER under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any costs or expenses, including attorney's fees, incurred by the Palm Beach County 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 shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Florida, acceptable to the SCHOOL BOARD, and rated "B+" or better in Bests Insurance Guide, insurance for protection from claims under the Workers' Compensation Act and other employee benefits acts which are applicable, claims for damages because of bodily injury, including death, and from claims for damages other than to the work itself, to property which may arise out of or result from PROVIDER'S operation under the Agreement whether such operation be by PROVIDER, its invitee, or by a subcontractor or anyone directly or indirectly employed by any of them and name the BOARD additional insured.

III. CONFIDENTIAL INFORMATION AND RECORDS

PROVIDER recognizes that the Student Records to which it may have access constitute confidential information. 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, unless required by law, disclose the confidential information until the BOARD and the BOARD'S Chief Counsel have each 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 BOARD or its Chief counsel to assure such confidential treatment.

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 State BOARD of Nursing and Florida State Department of Education. (Nursing Programs only).

Copies of this contractual agreement shall be placed on file in the Secondary/Career Education Department.

THE SCHOOL BOARD OF
PALM BEACH COUNTY

By: [Signature]
Provider Institution—Eye & Ear

By:
Provider Representative
Barry A. Frankel, MD
[Signature]

Date: 5/18/05

Attest:

General Counsel

By:
Thomas E. Lynch
Chairman

Date: _____

Attest:
Arthur C. Johnson, Ph.D.
Superintendent

Reviewed and approved as to
legal sufficiency:

[Signature]
(Name of Attorney)

Date: 5/23/05

This provider agrees that any employee involved in the program will have been screened in accordance with the provider's background check policy.

By: Betty Ford
Provider Institution

By:
Provider Representative

Date: _____

Attest: _____
General Counsel

**THE SCHOOL BOARD OF
PALM BEACH COUNTY**

By: _____
Thomas E. Lynch
Chairman

Date: _____

Attest: _____
Arthur C. Johnson, Ph.D.
Superintendent

Reviewed and approved as to
legal sufficiency:

SPC
(Name of Attorney)

Date: 9/23/05

ADDENDUM, Concerning Student Information, to the Consultant Contract Agreement ("the Contract") dated _____, between The School Board of Palm Beach and _____ [vendor/partner].

Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the vendor's/partner's signature below, the School District hereby designates _____ [vendor/partner] ("the Party") as an "other school official" for purposes of receiving limited personally-identifiable student information under FLA. STAT. § 1002.22(3)(d)2 because the School District recognizes the Party has legitimate educational interests in receiving this information in order to carry out the Party's responsibilities for the school or District under the Contract. (All other terms of the Contract remain the same.)

As a condition precedent to receiving confidential student information, the Party warrants and agrees that the Party:

- will limit the use of, or access to, confidential student information to the limited scope of information actually needed to complete the services under contract. The District has determined that the Party has a legitimate educational interest in receiving only the following fields of student data [for example: name, grade-level, school attending, etc.; add more spaces as necessary to cover the minimum scope of data actually deemed needed]: _____, _____, _____, _____; and
- will limit the access to student information to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to carry out their responsibilities under the Contract); and
- shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally-identifiable student information except for the legitimate purposes recognized under this Addendum, and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and
- will comply with the requirements of Fla. Admin. Code Rule 6A-1.0955(6)(g), that student information shall not be disclosed by the Party in any form to any party other than appropriate school officials or the Party's employees/agents to the extent allowed herein (even if the document is first redacted to remove personally-identifiable information), without the prior written consent of the adult student or the parent/guardian, as appropriate; and
- shall maintain any confidential student information in secure data processing facilities or in securely locked cabinets, and the Party shall monitor the security and safekeeping of the confidential data; and
- will dispose of all information disclosed to it by the School District (and any copies thereof), after the purpose for which the information is disclosed has been served, or five years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, or physically destroyed.

The parties acknowledge that the terms contained in this Addendum supersede any inconsistent terms in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

[Legal name of the Party]

The School Board of Palm Beach County

By: _____
[person having authority to enter legally-binding agreements on behalf of the Party]

By: _____

Date: _____

Date: _____

**Addendum to the Consultant Contract, Concerning Fingerprinting,
to the Agreement Between the School Board of Palm Beach County ("School Board")
and _____ ("Consultant")**

The parties have entered into a Consultant Contract dated _____ for the Consultant to provide certain services to the School District. The parties wish to amend the Consultant Contract based upon the terms and conditions contained herein. The following language is hereby incorporated into the Consultant Contract:

All individuals who are permitted access on school grounds when students are present, individuals who will have direct contact with any student of the School District, or who will have access to or control of school funds, must be fingerprinted and background checked. Consultant agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the above conditions to submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost Consultant. If Consultant can demonstrate that it is not practicable to have the fingerprinting done by the School District's Police Department, Consultant will be permitted to have the fingerprinting and clearance done by another appropriate agency, with the report of the results to be immediately transmitted to the School District's Police Department which shall be the sole determiner of clearance. Consultant shall not begin providing services contemplated by this Consultant Contract until Consultant receives notice of clearance by the School District. The School Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Consultant (or discontinuation of Consultant's services) on the basis of these compliance obligations. Consultant agrees that neither the Consultant, nor any employee, agent or representative of the Consultant who has been convicted or who is currently under investigation for a crime delineated in Florida Statutes § 435.04 will have contact with children or any student of the School District.

The parties acknowledge that the terms of this Addendum supersede any inconsistent terms in the existing contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

[*Consultant*]

The School Board of Palm Beach County

By: _____

By: _____

Date: _____

Date: _____

Articulation Agreement

CONTRACT REVIEW CHECKLIST

Consistency with Law and School Board Policy:

Comments

Consistent with School Board Policy	√
Consistent with Florida, federal and local laws	√

Contract Terms:

Comments

Term (Duration of Contract)	Through 6/30/07
Termination Clause	√
Insurance /Liability Issues/ Indemnification	Risk Management should review and approve all insurance clauses.
Regulatory Issues	None
Confidentiality Provision	Yes
Warranties	√
Labor Issues	The Labor Relations Department should review any issues.
Disclaimers	None
Governing Law & Venue	Florida; Palm Beach County

Business Principles:

Comments

Sound Business Principles	√
Reasonableness of Fees	None
Payment Terms --Lump sum, installments --Payment Due dates --Late fees	None

Other Issues:

Comments

Conflict of Interest Disclosures	None
Non-Negotiable Issues	None
Miscellaneous Issues	None
Appropriate Departmental Sign-off	Yes

Special Considerations: Incorporate "Jessica Lunsford Act" language. (See attached) and resubmit

The issues noted above were explained to the appropriate District staff and/or Division Chief: YES X NO

[Signature] 6/20/08
By: Attorney (Name and Date)