

**AGREEMENT
BETWEEN
THE SCHOOL BOARD OF PALM BEACH COUNTY
AND
HEALTH CARE DISTRICT OF PALM BEACH COUNTY, d/b/a EDWARD J.
HEALEY REHABILITATION AND NURSING CENTER**

I. PARTICIPATING AGENCIES:

The participating agencies in this agreement are the SCHOOL BOARD of PALM BEACH COUNTY, Florida, hereinafter called the "SCHOOL BOARD" and, Health Care District of Palm Beach County, d/b/a Edward J. Healey Rehabilitation and Nursing Center, hereinafter called the "PROVIDER."

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
Electrocardiograph Aide
First Responder
Health Unit Coordinator
Home Health Aide
Medical Laboratory Assisting
Nursing Assistant
Practical Nursing**

Health Occupations Cooperative Education-OJT

Health Occupations Education Directed Study

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 policies and procedures; and

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

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. Neither the SCHOOL BOARD nor PROVIDER shall be responsible for the students' 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, at student and/or facility expense.
10. The PROVIDER, when applicable and available, shall provide a conference/meeting room for the SCHOOL BOARD'S use 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 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.
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 OF THE AGREEMENT:

1. **HEALTH SCIENCE CAREERS** (Allied Health Assisting, Dental Aide, Electrocardiograph Aide, First Responder, Health Unit Coordinating, Home Health Aide, Medical Laboratory Assisting, Nursing Assisting, Practical Nursing).
 - 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 PROVIDER'S 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 (Chapter 464-Florida Statutes Nursing Programs Florida Administrative Code -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 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 (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 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 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 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 their premises.
- 3. To provide instructors and students 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 instructors 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 instructors 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 instructors, 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, non-adherence to the dress code, 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, provided that all students currently enrolled in the Program at the PROVIDER'S facility at the time of notice of termination shall be given the opportunity to complete their clinical Program at facility, such completion not to exceed twelve (12) months. 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 Choice Programs and School Choice 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/\$10,000,000, 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 in writing 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, 2009 .

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 be limited to the actual amount of damages, compensation or benefits paid to a claimant by the SCHOOL BOARD, after any statutory limits on liability are applied to a claim. PROVIDERS shall not be required to indemnify SCHOOL BOARD for any amounts not otherwise collectible from SCHOOL BOARD due to operations of Florida law, specifically including Section 768.28 F.S. Any reasonable costs or expenses, including reasonable 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 is self insured for all purposes.

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 SCHOOL BOARD and the SCHOOL 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.

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 requirements for protection of this type of information, including the requirement to execute the PROVIDER'S Business Associates Agreement as required by law.

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.

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

**THE SCHOOL BOARD OF
PALM BEACH COUNTY**

By: _____
Provider Institution

By: _____
Thomas E. Lynch
Chairman

Print Name

Date: _____

Date: _____

Attest: _____
VP General Counsel/Secretary

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

**Reviewed and approved as to
legal sufficiency:**



(Name of Attorney)

Date: 8/21/06

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

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

All contractual personnel (vendors, individuals, or entities) under contract with the School Board who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds must undergo level 2 screening. Level 2 screening consists of fingerprinting and a background check, as set forth in section 1012.32, Florida Statutes. All contractual personnel agree 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 employees and subcontractors of the organization who meet any of the above conditions submit to a background check, including fingerprinting by the School Board's Police Department, at the sole cost of the Contractor. Contract personnel shall not begin providing services contemplated by the Contract until he or she receives notice of clearance by the School Board. Neither the School Board, nor its members, officers, employees, nor agents, shall be liable under any legal theory for any claim whatsoever for the rejection of the Contractor (or discontinuation of the Contractor's services) on the basis of these compliance obligations. Contractor agrees that neither the Contractor, nor any employee, agent nor representative of the Contractor who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of this Contract.

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

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

[Contractor]

The School Board of Palm Beach County, Florida

By: _____

By: _____

Date: _____

Date: _____

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]: name, grade level, school attending, program of study, and age.
- 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 AGREEMENT

This Addendum to Agreement ("Addendum") is entered into contemporaneously with, and shall supplement and amend the terms and conditions of, that certain agreement between The School Board of Palm Beach County ("School Board") and Health Care District of Palm Beach County, d/b/a Edward J. Healey Rehabilitation and Nursing Center ("Provider"), dated _____, 2006 to which this Addendum is attached (the "Agreement"). To the extent a conflict exists between any of the terms or conditions of the Agreement (including all attachments and exhibits thereto) and any of the terms and conditions of this Addendum, this Addendum shall govern.

1. Section II.A. is hereby modified to delete paragraphs five (5) and (6) and the following is inserted in its place: "A School Board instructor shall be on Provider's premises at all times that any student assigned to Provider by School Board is on Provider's premises for the purpose of participating in clinical experiences at Provider's facility. School Board shall be solely responsible for properly supervising its students at all times when such students are on Provider's premises for the purpose of participating in clinical experiences at Provider's facility." The instructor shall reasonably endeavor to be with School Board's students at all times that any student assigned to provider by School Board is in Provider's premises for the purpose of participating in clinical experiences at Provider's facility.
2. Section II.A.9 is hereby modified to replace "facility" with "faculty".
3. Section II.A.10 is hereby modified to delete "shall" and insert "may" in its place.
4. Section II.A.13 is hereby modified to delete "including responsibility for the guidance and supervision of students (when on their premises), particularly in patient contact areas".
5. Section II.B.3.a is hereby deleted.
6. Section II.B.4 is hereby deleted.
7. The last sentence of the first paragraph of Section II.F. is hereby modified to state the following: "Such students/faculty will be removed from Provider's premises immediately upon the request of Provider."
8. Section II.H. is hereby deleted and the following is inserted in its place: "The School Board shall maintain occurrence based professional liability insurance for each student participating in the Clinical Rotation at Provider's facility, with limits of not less than One Million (\$1,000,000.00) Dollars per occurrence and Three Million (\$3,000,000.00) Dollars in the aggregate. A certificate of insurance evidencing these coverages shall be furnished to the Provider prior to the arrival of any student at the Provider's facilities. The certificate shall provide for thirty (30) days prior written notice to the Provider of intent to modify, terminate or cancel such insurance coverage. Such insurance coverage required herein shall be maintained throughout the term of this Agreement."
9. The following paragraphs shall be added to the Agreement:

- a. No students shall be considered nor shall they represent themselves as agents, officers, servants, or employees of the Provider. Each student shall wear a photo identification tag provided to the student by the Provider, at all times and conspicuously placed, while present in the Provider's facilities. The photo identification tag shall clearly indicate the student's name, school affiliation, and status as a student.
- b. School Board, at its sole expense, shall perform, or cause to be performed, a background investigation on each student prior to commencing his/her participation in the clinical experience at Provider's facility and on each faculty member who will, at any time, be present on Provider's premises for purposes of performing this Agreement. Such background investigation shall include a search of public records maintained by the Palm Beach County Sheriff's Department and Florida Violent Sexual Offender and Predator Registry. The Provider may also require School Board to perform, or cause to be performed, a drug screening on any student/faculty member prior to the commencement of the clinical experience.
- c. School Board acknowledges that Provider is an independent special taxing district of the State of Florida subject to the terms of the Palm Beach County Health Care Act (Chapter 326-2003, Laws of Florida) (the "Health Care Act") and other laws of the State of Florida and the United States of America. If any part of the Agreement (or any attachments or exhibits thereto), or any obligations of Provider there under are contrary to, prohibited by or deemed invalid under the Health Care Act or any other applicable law or regulation of the State of Florida or the United States of America, such provision or obligation shall be inapplicable and be deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
- d. The relationship between School Board and Provider under the Agreement (and all attachments and exhibits thereto) is that of independent contractors, and neither shall be considered a joint venturer, partner, agent, representative or other relationship of the other for any purpose expressly or by implication. **ACCORDINGLY, NO RIGHTS OR INTERESTS GRANTED THEREIN BY PROVIDER SHALL BE DEEMED TO CONFER ANY RIGHTS OF PROVIDER'S SOVEREIGN IMMUNITY TO SCHOOL BOARD, ITS OFFICERS, DIRECTORS, EMPLOYEES, STUDENTS, AGENTS, INDEPENDENT CONTRACTORS, OR REPRESENTATIVES, AND AS SUCH, ALL RIGHTS AND INTERESTS OF PROVIDER'S SOVEREIGN IMMUNITY SHALL BE STRICTLY LIMITED TO PROVIDER UNDER THE LAWS AND CONSTITUTION OF THE STATE OF FLORIDA. SCHOOL BOARD SHALL NOT FOR ITSELF, AND IT SHALL ENSURE THAT ITS OFFICERS, DIRECTORS, EMPLOYEES, STUDENTS, AGENTS, INDEPENDENT CONTRACTORS, AND REPRESENTATIVES DO NOT ASSERT AS A DEFENSE OR CLAIM ANY RIGHTS OF PROVIDER'S SOVEREIGN IMMUNITY IN ANY LEGAL OR OTHER PROCEEDING. TO THE EXTENT PERMITTED BY, AND SUBJECT TO THE LIMITS OF §768.28, Fla. Stat., SCHOOL BOARD AGREES TO INDEMNIFY, DEFEND AND HOLD PROVIDER HARMLESS FROM AND AGAINST ANY AND**

ALL DAMAGES, CLAIMS, LOSSES, LIABILITIES, COSTS AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS AT ALL LEVELS OF TRIAL AND APPEAL, RESULTING FROM A BREACH OF THIS PROVISION BY SCHOOL BOARD OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, STUDENTS, AGENTS, INDEPENDENT CONTRACTORS, OR REPRESENTATIVES.

- e. The Agreement (and all attachments and exhibits thereto) shall not be construed as constituting a waiver of any rights to sovereign immunity granted to Provider and School Board under the laws and Constitution of the State of Florida.
- f. It is agreed and understood that students, while participating in the clinical experience, are not and shall not be considered to be employees of Provider, as that term is defined in and for purposes of the Florida Workers' Compensation Law, Section 440.02(13)(a); further, School Board agrees that said students are not and shall not be considered to be volunteers of the Provider as that term is defined in Chapter 400, Part II, Florida Statutes, nor shall they be considered to be volunteers for a government entity, as that term is defined in Section 440.02(13)(d)6. Accordingly, coverage otherwise available thereunder shall not apply to participating students. Therefore, School Board shall maintain professional liability insurance coverage for each student participating in the Clinical Rotation in accordance with Section II.H. above.
- g. To the extent permitted by Section 768.28, Florida statutes, both parties recognize their respective liability for certain tortious acts of their agents, officers, employees and agree to be responsible respectively for all claims, liability, losses and/or causes of action that may arise from any negligent act or omission of their agents, servants, or employees. To the extent permitted by section 768.28, Fla. Stat., School Board agrees to indemnify, defend and hold the Provider, its Board members, officers, employees, agents and representatives harmless from and against any and all claims of third parties on account of any injuries, damages, omissions, commissions, actions, causes of action, claims, suits, judgments and damages accruing, including court costs and reasonable attorney's fees at all levels of trial and appeal, as a result of any negligent and intentional act of School Board or any student or faculty. To the extent permitted by Section 768.28, Florida statutes, the Provider agrees to indemnify, defend and hold the School Board harmless from and against all claims of third parties on account of any injuries, damages, omissions, commissions, actions, causes of action or suits, as a result of any negligent act of Provider or any of its employees.
- h. Nothing contained in this Agreement is intended to prohibit or limit the Provider from accepting students from other colleges, universities, schools or other educational institutions for the purpose of providing clinical experiences to such students, nor prohibit or limit School Board from placing its students at other facilities for the provision of clinical experiences.

[Signatures on following Page]

**HEALTH CARE DISTRICT OF
PALM BEACH COUNTY, d/b/a
EDWARD J. HEALEY REHABILITATION
AND NURSING CENTER**

By: _____
Authorized Signatory
Print Name/Its: _____

**THE SCHOOL BOARD
OF PALM BEACH COUNTY**

By: _____
Thomas E. Lynch, Chair
Print Name/Its: _____

Attest: _____
Arthur C. Johnson, Superintendent

Approved as to form and sufficiency by
SACHS SAX KLEIN:

By: _____

Approved as to form and sufficiency by:

By: Kalvin P. ... 8/21/06