

# AGENDA REQUEST FORM

## THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

<b>Special Order Request</b>	
<input type="radio"/> Yes	<input checked="" type="radio"/> No
<b>Time</b>	
<b>Open Agenda</b>	
<input type="radio"/> Yes	<input checked="" type="radio"/> No

**ITEM No.:**  
F-2.

<b>MEETING DATE</b>	Feb 18 2015 10:15AM - Regular School Board Meeting
<b>AGENDA ITEM</b>	CONSENT ITEMS
<b>CATEGORY</b>	F. OFFICE OF ACADEMICS
<b>DEPARTMENT</b>	CTACE

**TITLE:**  
Agreement between The State of Florida, Department of Health and The School Board of Broward County, Florida

**REQUESTED ACTION:**  
Approve the continuation agreement between The State of Florida, Department of Health and The School Board of Broward County, Florida. The term of this agreement shall begin on the date it is fully executed by both parties and shall continue for a period of one (1) year from that date and shall be automatically renewed for a one (1) year consecutive term unless either party requests in writing a change of the termination date of this agreement.

**SUMMARY EXPLANATION AND BACKGROUND:**  
Career and Technical Education high school and adult postsecondary students, district-wide, who are enrolled in Health Science Education Programs, participate in clinical learning experiences through contractual agreements with hospitals, nursing homes, and other healthcare related facilities. The agreement with The State of Florida, Department of Health provides clinical experiences necessary to meet Florida Department of Education mandated student performance standards. This agreement also addresses the requirements of regulatory agencies for students to qualify for certification/licensure examinations upon program completion. See Supporting Docs for continuation of Summary Explanation and Background. This agreement has been reviewed and approved as to form and legal content by the Office of the General Counsel.

**SCHOOL BOARD GOALS:**  
 Goal 1: High Quality Instruction  
 Goal 2: Continuous Improvement  
 Goal 3: Effective Communication

**FINANCIAL IMPACT:**  
There is no financial impact to the District.

**EXHIBITS: (List)**  
(1) Summary Explanation and Background (2) Executive Summary (3) State of Florida Dept of Health 2015

**BOARD ACTION:**  
**APPROVED**  
(For Official School Board Records Office Only)

**SOURCE OF ADDITIONAL INFORMATION:**

Name: Enid Valdez	Phone: 754-321-8444
Name:	Phone:

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**  
**Senior Leader & Title**

Brian Kingsley - Acting Chief Academics Officer

Signature  
Brian G. Kingsley  
1/27/2015, 1:09:01 PM

Approved In Open Board Meeting On:

**FEB 18 2015**  
By: *Donna Fourn*  
School Board Chair

**F-2 – Agreement between The State of Florida, Department of Health and The School Board of Broward County, Florida (summary explanation and background con't.)**

In accordance with a School Board request, staff in the Career, Technical, Adult and Community Education Department developed a survey to measure the effectiveness of the clinical experience. This survey was completed by students, Health Science teachers, and selected staff of the facility. The results of the survey will be used to make recommendations for modifying clinical agreements that will strengthen the student's job-site clinical experience and strengthen the overall Health Science Program. A summary of the survey responses from each group indicates an overall rating of 100% as outstanding/above average for each survey question.

## EXECUTIVE SUMMARY

Below is an executive summary for The State of Florida, Department of Health which supports the academic and personal enrichment of students in Broward County Public Schools.

Grant Program	N/A
Status	Continuation of clinical agreement
Funds Requested	\$0
Financial Impact Statement	No financial impact to the District
Schools Included	Technical Colleges and High Schools with a Health Science Program.
Managing Department/School	Career, Technical, Adult and Community Education Department
Source of Additional Information	Enid Valdez 754-321- 8444
Project Description	The School Board of Broward County, Florida has a contractual agreement with The State of Florida, Department of Health that provides clinical experiences necessary to meet the Florida Department of Education mandated student performance standards. This agreement also addresses the requirements of regulatory agencies for students to qualify for certification/licensure examinations upon program completion.
Evaluation Plan	Clinical Surveys for Facility, Instructors and Students A summary of the survey responses from facility, instructors and students indicates an overall rating of 100% or higher as outstanding and above average.
Research Methodology	Relating to Evaluation Plan

AGREEMENT BETWEEN THE  
STATE OF FLORIDA, DEPARTMENT OF HEALTH  
AND  
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

This is an agreement between The School Board of Broward County, Florida, a corporate body and political subdivision of the State of Florida hereinafter referred to as SCHOOL, and the State of Florida, Department of Health, hereinafter referred to as AGENCY, for the provision of learning opportunities in the health care profession as per this Agreement.

WHEREAS, SCHOOL is in the business of educating students while at the same time providing practical guidance for said students in order that they may pursue their fields of choice; and

WHEREAS, the SCHOOL wishes to have students participate in an internship providing them with practical experience; and

WHEREAS, the AGENCY deals with promoting the health and safety of all Floridians; and

WHEREAS, the parties wish to cooperatively provide students with practical and necessary experience.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, and covenants hereinafter set forth, SCHOOL and AGENCY agree as follows:

ARTICLE I  
SCHOOL RESPONSIBILITIES

1. To provide the syllabus for this internship that shall become a part of this Agreement through the student to the AGENCY's Senior Leader or designee within five business days of the student's actual start.
2. To provide competent faculty for the planning and implementation of instruction, teaching, guidance, supervision (on-site or off-site as appropriate), and to assume ultimate responsibility for the educational experience and evaluation of students.
3. To require students to work in accordance with all of the AGENCY procedures, policies, protocols, rules and regulations in making plans for observation and/or practice in clinic work at the AGENCY facility.
4. Where necessary and/or appropriate, to provide necessary books, periodicals, and teaching materials for its education program.
5. To submit to the AGENCY a schedule indicating the number and names of students who will be participating and the name and phone number of the assigned faculty member that will supervise the students during their participation.

6. To plan student assignments in consultation with a representative of the AGENCY.
7. To designate a contact person, if different from the person identified below, for evaluation and scheduling of student participation and otherwise to be a facilitator of communication between the parties.
8. To provide indirect supervision of students whenever students are at the AGENCY engaged in a mutually agreeable internship experience with a supervisor at the AGENCY.
9. To initiate and/or participate in group conferences as mutually agreed upon with a designee of the AGENCY for the purpose of discussing objectives of the learning experience and student performances in caring for clients.
10. To only refer students that have been successfully trained in all aspects of ethical standards pertaining to confidentiality issues and patient privacy rights.
11. SCHOOL agrees not to discriminate against any student or prospective student in any manner whatsoever on account of race, creed, color, sex, age, national origin, or mental or physical disability, providing such disability does not prevent satisfactory performance.
12. To provide background screening for eligible students and to verify in writing to the AGENCY that the student has met the level 2 background screening requirements at least seven (7) days prior to students' commencing internship on site at AGENCY.

ARTICLE II  
AGENCY RESPONSIBILITIES

1. To provide students accepted into the program access to a planned supervised program of internship experience.
2. To provide designated staff members as internship supervisors for students.
3. To designate a contact person for evaluation and scheduling of student rotations and otherwise be a facilitator of communication between the parties.
4. To make available to the faculty and students of the SCHOOL the AGENCY's facilities as agreed upon by both of the designated contact persons.
5. To retain overall responsibility for providing services to all clients in the area where students are assigned.
6. To remove from the intern program any student not comporting him/herself in accordance with the procedures, protocols, regulations, rules or statutes governing the AGENCY. If this should become necessary, the AGENCY will attempt to give the SCHOOL five (5) days' notice unless, at the sole discretion of the

Director/Administrator of the AGENCY, it is determined that immediate removal is necessary.

7. To provide the physical facilities, equipment, supplies and patients to supplement an educational program in accordance with the objective of providing clinical/intern experience to students in the Health Science Program.
8. To provide reimbursement to the student for travel expenses incurred while fulfilling the duties and responsibilities of internship, only when prior written approval is obtained from the AGENCY supervisor. The student shall at all times be considered "independent" and shall under no circumstances be considered an employee of the AGENCY entitling him/her to Worker's Compensation.

### ARTICLE III BACKGROUND SCREENING

1. Any student who participates in an internship under this Agreement must complete and pass a Level 2 screening as provided in Chapter 435, Florida Statutes.
2. SCHOOL must disqualify any person from participation under this Agreement upon notice from AGENCY that student is no longer under consideration by AGENCY for internship.
3. SCHOOL must provide screening verification Affidavit (Exhibit A) through student to the Volunteer Services Coordinator at least seven (7) days prior to the student commencing the internship with AGENCY.
4. Each internship student agrees to inform SCHOOL and AGENCY immediately if a court disposition is entered for any disqualifying offense under F.S. 435 while participating in the internship program. SCHOOL agrees to additionally notify the AGENCY's Volunteer Services Coordinator immediately upon being notified by student that a court disposition has been entered for a disqualifying offense. AGENCY shall immediately remove student from intern program.
5. In the event the SCHOOL discloses to the AGENCY information from the educational record of any student enrolled at the SCHOOL, the SCHOOL shall identify the specific document as such and the AGENCY, pursuant to such notice that the document is one that is protected under the Family Educational Rights and Privacy Act, agrees that its personnel will use such information only in furtherance of the educational experience provided to such student, and that such information will not be disclosed to any other party without such student's prior written consent.
6. Students who will be one-time observers of clients with no direct client contact are not required to complete the background screening. The purpose of the observation rotation is to familiarize the student with the scope of clinical services and care coordination available. The SCHOOL will ensure that the referred students have received training in the applicable ethical standards, including the obligation of the student to maintain patient confidentiality in accordance with law.

ARTICLE IV  
INSURANCE AND INDEMNIFICATION

The parties agree to be fully responsible for their acts of negligence, or their agents' acts of negligence when acting within the scope of their employment or agency, and agree to be liable for any damages resulting from said negligence to the extent allowed by law.

ARTICLE V

1. **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

2. **Non-Discrimination.** The parties shall not discriminate against any employee or participant in the performance of the duties, responsibilities, and obligations under this Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.
3. **Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

ARTICLE VI  
SECURITY AND CONFIDENTIALITY

1. The SCHOOL shall require the student to maintain confidentiality of all data, files, and client records relating to the services provided pursuant to this Agreement and to comply with state and federal laws, including, but limited to, Sections 384.29, 381.004, 392.65 and 456.057, and the Public Records Act, Florida Statutes, consistent with Agency procedures as provided by Agency to School and student. Procedures will be implemented by the SCHOOL to ensure the protection and confidentiality of all confidential matters the student observes. These procedures shall be consistent with the Department of Health Information Security Policies, as amended, which is incorporated herein by reference and the receipt of which is acknowledged by the SCHOOL upon execution of this Agreement. The SCHOOL assures the student will adhere to any amendment to the AGENCY security requirements provided during the period of the Agreement.
2. Where applicable, the SCHOOL and the AGENCY agree that they will comply with the Health Insurance Portability Accountability Act as well as all regulations promulgated thereunder (45CFR Parts 160, 162, and 164).

ARTICLE VII  
MODIFICATION AND AMENDMENT

No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by an authorized representative of both parties.

ARTICLE VIII  
NOTICE

When either of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

To School: Superintendent of Schools  
The School Board of Broward County, Florida  
600 Southeast Third Avenue  
Ft. Lauderdale, FL 33301

With a Copy To: Director  
Career, Technical and Adult/Community Education  
The School Board of Broward County, Florida  
1701 NW 23<sup>rd</sup> Avenue, Room 171  
Fort Lauderdale, FL 33311

And a Copy To: Curriculum Specialist  
Health Science Education  
The School Board of Broward County, Florida  
1701 NW 23<sup>rd</sup> Avenue, Room 171  
Fort Lauderdale, FL 33311

And a Copy To: Debbie Borzillo  
Health Science Education  
The School Board of Broward County, Florida  
1701 NW 23<sup>rd</sup> Avenue, Room 171  
Fort Lauderdale, FL 33311

To Agency: Dr. Paula M. Thaqi, Director  
State of Florida, Department of Health  
780 SW 24<sup>th</sup> Street  
Ft. Lauderdale, FL 33315-2643  
Telephone: (954) 467-4700 ext. 4001  
Fax: (954)760-7798

And Copy To: Volunteer Services Coordinator  
State of Florida, Department of Health  
780 SW 24<sup>th</sup> Street  
Ft. Lauderdale, FL 33315-2643



Telephone: (954) 467-4700 ext. 4015  
Fax: (954) 847-3592

And Copy To:

Contract Administration  
State of Florida, Department of Health  
780 SW 24<sup>th</sup> Street  
Ft. Lauderdale, FL 33315-2643  
Telephone: (954) 467-4700 ext. 5171  
Fax: (954) 760-7798

ARTICLE IX  
TERM AND TERMINATION

1. The term of this Agreement shall begin on the date it is fully executed by both parties and shall continue for a period of one (1) year from that date and shall be automatically renewed for a one (1) year consecutive term unless either party requests in writing a change of the termination date of this Agreement.
2. This Agreement may be terminated by either party by submitting notice of such intent in writing at least thirty (30) days in advance; provided, however that any student currently participating in the program shall be permitted to complete his/her assignment for a period not to exceed three (3) months, unless the student is removed per Article II, Paragraph 6.

ARTICLE X  
AUTHORITY

Each person signing this Agreement on behalf of either party individually warrants that he or she has the full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

ARTICLE XI  
COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

IN WITNESS THEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED OFFICIALS.


SIGNATURES ON FOLLOWING 2 PAGES

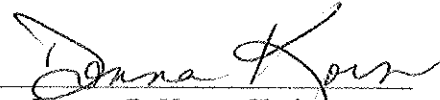
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(Corporate Seal)


THE SCHOOL BOARD OF  
BROWARD COUNTY, FLORIDA

ATTEST:

  
Robert W. Runcie,  
Superintendent of Schools

By   
Donna P. Korn, Chair

Approved as to Form and Legal Content:

  
Office of the General Counsel

FOR AGENCY

(Corporate Seal)

STATE OF FLORIDA, DEPARTMENT OF HEALTH

ATTEST:

\_\_\_\_\_, Secretary

By *Paula M. Thaqi*  
Paula M. Thaqi, M.D., MPH  
Director

or  
*Lisa Masserme*  
Witness

*Cooper J. ...*  
Witness

The following Notarization Is Required for Every Agreement without Regard to Whether the Agency Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida  
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 31st day of October, 2014 by Lisa Castello of  
Name of Person

Florida Dept of Health - Broward on behalf of the corporation/agency.  
Name of Corporation or Agency

He/She is personally known to me or produced \_\_\_\_\_  
Type of Identification

As identification and did/did not take an oath.

My Commission Expires:

(SEAL)



LISA CASTELLO  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF013975  
Expires 5/1/2017

*Lisa Castello*  
Signature - Notary Public  
Lisa Castello  
Printed Name of Notary  
FF013975  
Notary's Commission No.

Date: \_\_\_\_\_

Re: Screening Verification

Volunteer Services Coordinator  
State of Florida, Department of Health

Attention Volunteer Services Coordinator:

Please be advised that our student, \_\_\_\_\_ has met Level 2 background screening requirements pursuant to Chapter 435, Florida Statutes and is cleared to intern at the State of Florida, Department of Health (AGENCY). Per our affiliation agreement, with the State of Florida, Department of Health, Miss/Mrs./Ms/Mr. \_\_\_\_\_ (insert student name) agrees to inform the AGENCY's Volunteer Services Coordinator immediately if a court disposition is entered for any disqualifying offense while participating in this internship.

The School Board of Broward County, Florida, hereinafter SCHOOL, shall immediately advise you upon being notified by student that a court disposition has been entered for a disqualifying offense and the AGENCY shall immediately remove the student from the intern program.

SCHOOL acknowledges and agrees that insurance coverage has been obtained on behalf of the student and that it is ultimately responsible for ensuring that the insurance coverage as set forth in the underlying Agreement to which this Exhibit pertains has been met and that there is coverage for the student in an amount not less than the amounts set forth in the Agreement.

The person signing this letter warrants that he or she has the full legal power to execute this letter on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this letter.

Sincerely,

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Title: Medical Department Head

School/University Name: \_\_\_\_\_