

**AGREEMENT BETWEEN THE  
STATE OF FLORIDA, DEPARTMENT OF HEALTH,  
SARASOTA COUNTY HEALTH DEPARTMENT  
AND  
THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, THROUGH ITS  
SARASOTA COUNTY TECHNICAL INSTITUTE  
An institution providing health care profession education**

The purpose of this Agreement is to guide and direct a working relationship between The School Board of Sarasota County, Florida, through its Sarasota County Technical Institute (SCTI), an institution providing health care profession education and hereinafter referred to as SCHOOL, and The State of Florida, Department of Health, Sarasota County Health Department, hereinafter referred to as CLINIC for the provision of learning opportunities for health care profession students.

**RECITALS**

The SCHOOL agrees:

1. To provide competent faculty for the planning and implementation of instruction, teaching, guidance, supervision, and evaluation of health profession students.
2. To work in accordance with all of the CLINIC procedures, policies, protocols, rules and regulations in making plans for observation and/or practice in health care at the CLINIC facilities.
3. To provide necessary books, periodicals and teaching materials for its educational program.
4. To submit to the CLINIC a schedule indicating the number and names of students who will be participating and the name of the faculty member who will be indirectly supervising the students during their rotation.
5. To plan student assignments in consultation with a representative of the CLINIC.
6. To designate a contact person for evaluation and scheduling of student rotations and otherwise be a facilitator of communication between the parties.
7. To provide direct supervision of students whenever students are at the Clinic or will provide indirect supervision for students engaged in a mutually agreeable practicum experience with a preceptor at the CLINIC.
8. To initiate and/or participate in group conferences as mutually agreed upon with a designee of the CLINIC for the purpose of discussing objectives of the learning experiences and student performance in caring for patients.
9. To obtain and maintain throughout the term of this agreement or any renewal thereof, professional liability insurance insuring the SCHOOL, its employees, and its students who will be in training under this agreement, with limits of liability coverage in the amount of not less than One Hundred Thousand Dollars (\$100,000) per claimant and Two Hundred Thousand Dollars (\$200,000) per occurrence. As evidence of such coverage, the SCHOOL shall furnish to the CLINIC a certificate

of insurance or a certificate of self insurance prior to commencing services under this agreement and annually thereafter. Failure of the SCHOOL to obtain and maintain such coverage shall be grounds for immediate termination of this agreement. This clause is **not** applicable to State of Florida agencies and subdivisions which have liability responsibilities specified in Florida Statute section 768.28 **Waiver of sovereign immunity in tort actions; recovery limits; limitation on attorney fees; statute of limitations; exclusions; indemnification; risk management programs.**

10. The SCHOOL shall assure the student will maintain confidentiality of all data, files, and client records related to the services provided pursuant to this agreement and shall comply with state and federal laws, including, but not limited to, Section 456.057, Florida Statutes and 45 Code of Federal Regulations Parts 160, 162 and 164. Procedures will be implemented by the SCHOOL to require students to comply with the protection and confidentiality of all confidential matters the student observes, as outlined in the Department of Health Information Security Policies, Protocols, and Procedures, September 1997, as amended, and Privacy Rule of the Health Insurance Portability Act of 1996 which is incorporated herein by reference. The SCHOOL assures the student has been trained on the federal Privacy Rule (45 Code of Federal Regulations Parts 160, 162 and 164). The SCHOOL will take steps to assure the student's compliance with any applicable professional standards of practice with respect to client confidentiality.

11. The SCHOOL will require that students provide the clinic with the results of a background check, including a fingerprint Federal Bureau of Investigation (FBI) and Florida Department of Law Enforcement (FDLE) screening, that has been completed within the last five years, prior to beginning the clinical rotation experience.

The CLINIC agrees:

1. To provide health care profession students accepted into this 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 CLINIC facilities as agreed upon by both of the designated contact persons.
5. To retain overall responsibility for the quantity and quality of patient care in the CLINIC.
6. To remove from the clinic/intern program any student not comporting themselves in accordance with the procedures, protocols, regulations, rules, or statutes governing the CLINIC. If this should become necessary the CLINIC will attempt to give the SCHOOL five days notice unless in the sole discretion of the Director/Administrator of the CLINIC 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 health care profession students.

This agreement may be modified by mutual consent at any time or may be terminated by either party by submitting notice of such intent in writing at least thirty (30) days in advance. This agreement will be effective after review and signature by the CLINIC and the SCHOOL for a period of three years from the date the agreement is signed unless either party requests a written change or termination of the agreement.

This Agreement will be effective beginning **January 1, 2012** and terminate **December 31, 2015**.

Approved:

THE SCHOOL BOARD OF SARASOTA COUNTY,  
FLORIDA, Through Its  
Sarasota County Technical Institute

FLORIDA DEPARTMENT OF HEALTH,  
Sarasota County Health Department

\_\_\_\_\_  
Frank Kovach, Chair

\_\_\_\_\_  
Charles Henry, Administrator

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

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

Approved for Legal Content  
October 21, 2011, by Matthews, Eastmoore,  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: \_\_\_\_\_ASH\_\_\_\_\_