



## District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/ 794-2221

Heather Fiorentino, Superintendent

[www.pasco.k12.fl.us](http://www.pasco.k12.fl.us)

### Department of Purchasing

Kendra Goodman, CPPO, CPPB, Purchasing Agent

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January 24, 2012

### MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent

RE: Community, Career & Technical Education  
Cooperative Agreements  
Gulfside Regional Hospital  
Life Care Center of New Port Richey

The School District has numerous cooperative agreements with various facilities in order to allow students in the Pasco Health Occupations Program to participate in an internship experience. There are no costs to the District. Please reference the attached memo from Mr. Rob Aguis, Director of Community, Career & Technical Education. These agreements were reviewed and approved on December 8, 2011 by Nancy Alfonso, School Board Attorney.

At this time, we respectfully request your approval to enter into the first year of a three-year agreement with the above-referenced facilities. These agreements are renewable annually based on mutual agreement of both parties. The services and training are outlined in the agreement and are attached for your perusal. The first year of the agreements will cover the period of January 24, 2012 through January 23, 2013.

Should you have any questions regarding this matter, please contact me at your earliest convenience.

KDG/dam

Attachments

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District Wide Accreditation • Southern Association of Colleges and Schools

Date/Time: January 18, 2012 08:32:00



## District School Board of Pasco County

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638 • 813/794-2000

Heather Fiorentino, Superintendent

[www.pasco.k12.fl.us](http://www.pasco.k12.fl.us)

Department of Community, Career and Technical Education  
Robert J. Aguis, Director  
(813) 794-2204 Fax: (813) 794-2794  
(727) 774-2204 TDD: (813) 794-2484  
(352) 524-2204 E-mail: [raguis@pasco.k12.fl.us](mailto:raguis@pasco.k12.fl.us)

### MEMORANDUM CCTE-065-11/12

January 24, 2012

To: Kendra Goodman, Purchasing Agent

From: Rob Aguis, Director of Community, Career & Technical Education *RA*

Subject: **Cooperative Agreements for First Year of Three-Year Contract for Clinical Experience with Participating Agencies**

#### **Description:**

Approval is requested for Cooperative Agreements with the following facilities:

**Gulfside Regional Hospice  
Life Care Center of New Port Richey**

The Cooperative Agreements will allow students in the Pasco County Health Occupations Program to continue to participate in an internship experience with learning opportunities determined by the instructor and agreed upon by the various health care facilities. These learning experiences will be non-paid and will be done with the direction and guidance of the program instructor. The internship provides students in the Health Occupations Program with opportunities to apply skills mastered in the classroom in a real-world work setting.

#### **Action Requested:**

School Board approval of Cooperative Agreements with the facilities listed above on January 24, 2012.

#### **Recommendations:**

The staff respectfully requests approval of the Cooperative Agreements with the facilities listed above.

RA:rmh  
Attachment(s)



## EDUCATIONAL INSTITUTION AFFILIATION AGREEMENT

This Educational Institution Affiliation Agreement ("Agreement") is by and between District School Board of Pasco County ("Educational Institution") and Life Care Center of New Port Richey ("Facility"), dated as of the 24th day of January, 20 12 ("Effective Date").

### RECITALS

A. Educational Institution desires that certain of its students, and when appropriate, certain of its faculty members be permitted to visit and utilize the premises of a long-term care nursing facility to afford such students and faculty the opportunity to engage in practical learning and clinical experiences in gerontology and related disciplines;

B. Facility, a skilled nursing facility licensed by the state in which it does business, recognizes the need for expansion of the educational development of health professionals, and desires to make its premises available for such purposes;

C. Educational Institution and Facility (collectively "parties") desire to affiliate for the purpose of improving care provided to Facility patients and providing practical learning and clinical experiences in gerontology and related disciplines for students and faculty of Educational Institution.

NOW THEREFORE, it is understood and agreed upon by the parties as follows:

1. Term. This Agreement shall be effective for the period beginning the Effective Date for a term of one (1) year and thereafter may be renewed by mutual agreement of the parties, unless otherwise terminated as provided herein. Notwithstanding the forgoing, this Agreement may be terminated by either party with or without cause by giving thirty (30) days written notice to the other party of its intention to so terminate this Agreement.

In the event this Agreement is not renewed for a subsequent term or is otherwise terminated as contemplated herein, students of Educational Institution who are participating in the clinical learning experiences at Facility at the time of termination shall be allowed to complete such clinical learning experience at Facility for the then current school semester under the terms and conditions herein set forth.

2. Educational Institution agrees to:

a. Plan and determine the adequacy of the educational experience of its students in theoretical training, basic skills in the provision of health care, professional ethics, attitude and behavior, and assign to Facility only those students who have satisfactorily completed the prerequisites of Educational Institution's program prior to clinical assignment.

b. Maintain general and professional liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Educational Institution shall provide Facility with thirty (30) days notice prior to any change in the coverage required herein.

c. Require students to carry health insurance effective for the duration of the student assignment. If a student is injured or becomes ill while at the Facility, he/she may seek medical care and treatment, but is personally responsible for the cost. Neither the Facility nor the Educational Institution provides accident/health insurance for student participants.

d. Designate a member of its faculty to coordinate the program with a designated member of Facility's staff. This assignment shall include on-site visits when practical and the continuing exchange of information as requested by either party.

e. Provide Facility with the name and pertinent information about each student and Faculty member to be assigned to Facility prior to the date on which a student's assignment at Facility will begin.

f. Provide Facility with advance notice of its intention to remove a student from any clinical assignment at Facility.

g. Notify each student prior to his or her assignment at Facility that he or she is responsible for following the administrative policies, standards and practices of Facility, and abiding by Facility's drug and alcohol policy.

h. Complete a background search for each student assigned to Facility prior to student beginning clinical at Facility. Background search not required for students under 18 years old. Disclose to Facility, prior to the assignment of any student to Facility, knowledge that any student to be assigned to Facility has been convicted of or entered a plea of guilty, nolo contendere, or an "Alford plea" with respect to any felony, any misdemeanor conviction within the last seven (7) years or any crime against a dependent population, specifically including but not limited to, elder abuse, child abuse or child molestation.

i. At the written request of Facility, remove from Facility any student who, in the sole and absolute discretion of Facility, has performed unsatisfactorily or whose behavior or activities are inappropriate or detrimental to Facility's provision of health care to its clients or that are contrary to the objectives of this Agreement. Requests for such removal of a student must be provided in writing and contain a statement of facts supporting such request by Facility.

j. Direct its students to comply with the policies and procedures of Facility, including those governing the use and disclosure of individually identifiable health information under federal law pursuant to the Standards for Privacy of Individually Identifiable Health Information, ("Privacy Rule") implemented under the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA"). Educational Institution will insure that each student signs and delivers to Facility prior to the beginning of the clinical education a copy of the "Confidentiality Understanding" attached hereto as Attachment A and incorporated herein by reference.

3. Facility agrees to:

a. Designate a member of its staff to coordinate this program and function as clinical supervisor with Educational Institution's designated coordinator. Jointly, Facility and Educational Institution shall develop objectives, methods of instruction, and other details of the full clinical experience contemplated by this Agreement.

b. Make available to assigned students appropriate equipment and supplies in order to provide supervised clinical educational experiences. Such accommodations shall include an environment conducive to the learning process that conforms to Facility's customary practices and procedures.

c. Permit Educational Institution's students to perform services for Facility patients only when under the direct supervision of a registered, licensed or certified Facility caregiver licensed in the discipline in which supervision is to be provided. Students shall work, perform assignments, participate in rounds, clinics, staff meetings, and in-service education programs at the discretion of supervisors designated by the Facility.

d. Remind students they remain subject to the authority, policies, and regulations imposed by Educational Institution. During periods of clinical assignment and while at Facility, students shall also be subject to all standards, rules, regulations, and administrative practices and policies of Facility.

e. Retain ultimate responsibility for the provision of all services provided to patients or residents of Facility.

f. Maintain general and professional liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Facility shall provide Educational Institution with thirty (30) days notice prior to any change in the coverage required herein.

4. Non-Discrimination. Neither party to this Agreement shall discriminate with respect to any aspect of this Agreement, on the basis of race, color, sex, age, religion, national origin, or handicap.

5. Indemnification. As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, each of the parties to this Agreement hereby agrees to indemnify and hold the other party hereto harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party acting within the course and scope of his/her employment and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party acting within the course and scope of his/her employment. It is further agreed that liability and exposure for indemnification (including, but not limited to the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of Section 768.28 (5), Florida Statute.

6. Confidential Information. Educational Institution acknowledges and agrees that the systems, methods, procedures, written materials and controls employed by Facility in the performance of this Agreement (i) are confidential and proprietary in nature, (ii) shall always remain the property of Facility and (iii) shall not at any time in the future be disclosed to any third parties or utilized, distributed, or copied or otherwise used by Educational Institution or its employees, agents or students in any manner whatsoever without the express written consent of Facility. Upon termination of this Agreement, Educational Institution shall promptly deliver to the Facility all Confidential Information in the possession of Educational Institution or its employees, agents, students or volunteers.

7. Notices. Any notices or other communication permitted or required by this Agreement shall be in writing and shall be effective by personal delivery or by certified mail postage prepaid, to the other party at the address set forth below:

If to Facility:

Life Care Center of New Port Richey  
Attn: Executive Director  
7400 Trouble Creek Road  
New Port Richey, FL 34653-5642

If to Educational Institution:

District School Board of Pasco County  
7227 Land O' Lakes Blvd.  
Land O' Lakes, FL 34638

Any notice mailed in compliance with this section shall be deemed to have been given upon the earlier of receipt or three (3) days after deposit, except that notice of change of address shall not be deemed effective until actual receipt by the intended recipient.

8. Miscellaneous.

a. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

b. No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other breach of this Agreement, whether of a similar or dissimilar nature.

c. Any provisions of this Agreement creating obligations extending beyond the term of this Agreement will survive the expiration or termination of this Agreement, regardless of the reason for such termination.

d. Any amendments to this Agreement will be effective only if in writing and signed by the parties hereto.

e. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof.

f. Either party may assign its rights or obligations hereunder without the prior written approval of the other; provided, however, that such an assignment may be made only to an entity which is directly or indirectly wholly owned or controlled by the same entity as the assigning party.



g. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to all actual attorneys' fees and other costs incurred in that action, in addition to any other relief to which that party may be entitled.

h. This Agreement shall be governed, construed and interpreted in accordance with the laws of the state in which Facility is located without regard to such state's conflict of law provisions.

i. Nothing in this Agreement shall be construed as creating any relationship between the parties other than as independent contractors. Nothing under this Agreement shall be deemed to create any rights in any third party.

j. In the event there is a change in state or federal law, whether by statute, regulation, agency interpretation or judicial decision, that in the reasonable opinion of the counsel to Facility renders any of the material terms of this Agreement unlawful or unenforceable, then the applicable term(s) of the Agreement shall be subject to renegotiation upon written notice to Educational Institution, to remedy such condition and conform the Agreement to the requirements of the law. If such renegotiation is unsuccessful within the thirty (30) -day period of time following written notification, either party may terminate the affected Agreement without penalty.

By signing this Agreement, all parties acknowledge notification of LCCA's Code of Conduct and Policy, Procedure and Information Regarding the Deficit Reduction Act of 2005, False Claims Act and Similar Laws, and agree to comply with all provisions thereof. Additionally, all contractors, agents, and vendors agree to make these policies available to all employees involved in executing this Agreement, as required by the Deficit Reduction Act of 2005 and applicable State law. These policies are available at the 'About Life Care' section at [www.lcca.com](http://www.lcca.com).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**FACILITY:**

**LIFE CARE CENTER OF NEW PORT RICHEY**

**By:** \_\_\_\_\_

**Name:** Kimberly Ter Keurst, NHA

**Title:** Senior Executive Director

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

**EDUCATIONAL INSTITUTION:**

**DISTRICT SCHOOL BOARD OF PASCO COUNTY**  
*Chairperson*

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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

*K. Goodman* *M. W. W.* 12-20-11  
Signature Date  
Kendra Goodman, Purchasing Agent  
District School Board of Pasco County

## ATTACHMENT A

### EDUCATIONAL INSTITUTION AFFILIATION AGREEMENT CONFIDENTIALITY UNDERSTANDING

By signing and dating this Confidentiality Understanding, the undersigned **STUDENT** indicates an understanding of, and agrees to be bound by, the applicable terms and conditions of the Affiliation Agreement between Life Care Centers of America, Inc. ("LCCA"), and \_\_\_\_\_ ("EDUCATIONAL INSTITUTION"). The **STUDENT** acknowledges that, as a material part of the consideration provided to LCCA in exchange for LCCA allowing the **STUDENT'S** clinical education at **FACILITY**, **STUDENT** agrees that any patient information acquired during the clinical education is confidential, and that the **STUDENT** shall maintain the confidentiality of and not disclose this information at all times, both during the clinical education and after it has ended. **STUDENT** further agrees to abide by the applicable rules and policies of LCCA and program while at **FACILITY**. **STUDENT** understands that, in addition to other available remedies, **FACILITY** may immediately remove the **STUDENT** and terminate the **STUDENT'S** clinical education if, in the opinion of LCCA, the **STUDENT** endangers a patient, breaches patient confidentiality, disrupts the operation of **FACILITY**, or refuses to comply with the requests of **FACILITY** or its supervisory staff.

By signing this Confidentiality Understanding, all parties acknowledge notification of LCCA's Code of Conduct and Policy, Procedure and Information Regarding the Deficit Reduction Act of 2005, False Claims Act and Similar Laws, and agree to comply with all provisions thereof. These policies are available at the 'About Life Care' section at [www.lcca.com](http://www.lcca.com).

I have read and understand this Confidentiality Understanding, and I agree to abide by their terms.

\_\_\_\_\_  
Student's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Student's Name (Print)

\_\_\_\_\_  
Educational Institution Witness (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Educational Institution Witness (Print)

APPROVED FOR USE AS OF 9/28/2011

CONTRACT REVIEWED  
AND APPROVED:

KDG/M.W.

12-20-11



**RECEIVED***12/16/11 Rm***COOPERATIVE AGREEMENT  
BETWEEN**

**Gulfside Regional Hospice  
5760 Dean Dairy Road  
Zephyrhills, FL 33542**

**AND**

**THE DISTRICT SCHOOL BOARD OF PASCO COUNTY**

**FOR**

**PROVIDING CLINICAL EXPERIENCE FOR HEALTH OCCUPATIONS STUDENTS**

**I. PARTICIPATING AGENCIES:**

The participating agencies in this agreement are Gulfside Regional Hospice and the District School Board of Pasco County.

**II. STATEMENT OF AGREEMENT:**

There is a mutual agreement between the Gulfside Regional Hospice (facility) and the District School Board of Pasco County (school), that Gulfside Regional Hospice will provide facilities and accept students from the Pasco County Health Occupations Program for student experiences, in accordance with the provisions set forth in this agreement.

**III. GENERAL PROVISIONS OF THE AGREEMENT:**

1. The education of the student shall be the primary purpose of the education programs.
2. The District School Board of Pasco County shall be responsible for the formal classroom education of the student.
3. The faculty of the school shall be responsible for selecting overall clinical learning experiences for the students. However, the students will gain practical knowledge by following the routine of the facility's employees.
4. The students will observe the duties of the employees of the facility while at the site, and will perform only those competencies agreed upon by the Director of the facility or his/her designee and the instructor.
5. The District School Board of Pasco County agrees to comply with the established policies and practices of the facility when such policies and practices are made known to it and they are not in conflict with School Board policies or State Board of Education rules and law.
6. The student will be responsible for providing his/her own lunch and transportation during the clinical experience.
7. Under this agreement, the facility provides opportunities for practical/clinical experiences, but maintains responsibility for the care and treatment of its patients.

CONTRACT REVIEWED  
AND APPROVED:

Page 1 of 4

*KDG/afw*

12-20-11

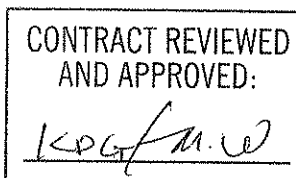
8. If the administration of the facility has a complaint about the program or an individual student, it should bring it to the attention of the instructor.

#### **IV. THE SCHOOL'S RESPONSIBILITY:**

1. To maintain minimum standards required and adhere to the Program Standards and Curriculum Frameworks for each program as specified by the Florida Department of Education.
2. To employ qualified instructors (R.N.) who shall be responsible for implementing the philosophy, objectives and curricula of the school.
3. To provide concurrent related classroom instruction, as needed to meet the objectives of the program.
4. To maintain individual records of class and clinical instruction, and to evaluate the competency of each student.
5. To prepare and submit to the administrator of the facility a weekly schedule of training. The schedule will indicate the exact hours each student will work and will be posted. Any change in the schedule must be approved, in advance, and initialed by the facility's administrator or his/her designee.
6. To provide professional liability coverage for each student, the instructor, and the school in the amount agreed upon by both agencies during the course of the program.
7. Students will provide proof of medical insurance in case of accident or injury of the trainee. This proof must be on file with the instructor prior to performing the clinical training.
8. Student must provide evidence of current physical examination indicating that he/she is in good health and free of any communicable disease or any ailment which would hinder, in any way, the performance of his/her duties. A negative chest x-ray, or T.B. skin test is required as a part of this examination.
9. To provide identification (name tags and/or program patches) for each student trainee.
10. Students participating in the program must comply with the District School Board's Code of Student Conduct.
11. Students understand that this training does not guarantee employment at the facility.
12. Students will be FDLE Level II background screened and proof will be on file.

#### **V. THE FACILITY'S RESPONSIBILITY:**

1. To allow the instructor and students to work with an assigned employee of the facility while performing their duties, in accordance with the agreed upon schedule.
2. To insure that any employee to which a student is assigned/supervised by has been screened with the appropriate background check as part of his/her employment and/or through the professional license/certificate process related to his/her position.



3. Provide a copy of the work schedule of the facility's employees assigned to work with students so that the instructor knows where each student is at all times.
4. To include members of the faculty of the school in facility meetings when policies to be discussed will affect or are related to the Health Occupations program.
5. The facility reserves the right to request the District School Board of Pasco County to withdraw any student from its facilities whose conduct and/or work with patients of the facility personnel is not in accordance with acceptable standards of performance, in the opinion of the facility's administrator.

**VI. JOINTLY, EACH AGENCY WILL:**

1. Be responsible for the orientation of the instructor and to initiate conferences between the instructor, and administrator(s) whenever there is a need.
2. Provide feedback on the clinical experience.
3. Share and assist in the supervision and guidance of students.

**VII. STANDARD TERMS AND CONDITIONS:**

**HIPAA.** Each of the parties hereby represents and warrants and covenants that it is presently taking and will continue to take all actions necessary to assure that it shall, on or before each applicable compliance date and continuously thereafter, comply with Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations, including without limitation, the Standards for Electronic Transactions and Code Sets (45 CFR Parts 160 and 162), the Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164), the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Parts 160 and 164) and such other regulations that may, from time to time, be promulgated thereunder.

**VIII. MODIFICATION OF THE AGREEMENT:**

Modification of this agreement shall be made by mutual consent of both parties. A memorandum noting the modifications shall be attached to this agreement and shall include the date and signature of both parties agreeing to it.

**IX. DISCONTINUANCE OF AGREEMENT:**

If either party to this agreement wishes to terminate this agreement, it is understood that at least ninety days written notice shall be given by either participating agency, provided that students currently enrolled in the program shall be permitted to complete the course.

**X. RENEWAL OF AGREEMENT:**

The term of this agreement shall remain in effect for one (1) year, from January 24, 2012 through January 23, 2013, and thereafter may be renewed annually for up to two (2) additional one (1) year terms by mutual agreement of the parties, until otherwise terminated by either party as provided herein. This agreement and subsequent renewals will be subject to final approval by the School Board. Any mutually agreed upon changes will be by written amendments and will be effective at the beginning of the renewal date(s).



**XI. VENUE:**

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate Court in and for Pasco County, State of Florida.

**XII. HOLD HARMLESS:**

As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, each of the parties to this Agreement hereby agrees to indemnify and hold the other party hereto harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party acting within the course and scope of his/her employment and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party acting within the course and scope of his/her employment. It is further agreed that liability and exposure for indemnification (including, but not limited to the amounts of any indemnification owed by a governmental entity) will be limited to and governed by the provisions of Section 768.28 (5), Florida Statute.

**XIII. FORCE MAJEURE:**

This contract is subject to Act of God or government regulation, disaster, strikes, civil disorder, or other emergency, including the Department of Homeland Security issuing a "Red Alert" making it illegal or impossible to provide services.

**XIV. CIVIL RIGHTS**

The School and the Facility complies with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, and Section 504 of the Rehabilitation Act of 1973, and related regulations, assures that it does not and will not, discriminate against any student who is a potential employee in the on-the-job training program because of race, color, creed, sex, national origin or handicap.

**XV. COPIES OF THIS AGREEMENT:**

Copies of this agreement shall be placed on file, and be available to the following:

1. Administrator, Gulfside Regional Hospice
2. Supervisor, Career and Technical Education
3. Health Occupations Instructor

Gulfside Regional Hospice

By: Linda D. Ward, CEO

Date: 12/6/11

Signed and sealed in the  
presence of:

District School Board of Pasco County  
Chairperson

By: \_\_\_\_\_

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

K. Goodman M. Ward  
Signature Date 12.20.11  
Kendra Goodman, Purchasing Agent  
District School Board of Pasco County