



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

Department of Purchasing
Kendra Goodman, CPPO, CPPB, Purchasing Agent
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October 18, 2011

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

RE: **Cooperative Agreements with Good Samaritan Health Clinic of Pasco, Inc. and TransCare Medical Transportation**

The attached Cooperative Agreements with Good Samaritan Health Clinic of Pasco, Inc. and TransCare Medical Transportation will allow students in the Pasco County Health Occupations Program to participate in an internship experience which will provide them with opportunities to apply their skills mastered in the classroom to a real-life work setting. Please reference the attached memorandum from Mr. Rob Aguis, Director of Community, Career & Technical Education, for further information regarding these agreements.

At this time, we respectfully request your approval to enter into these agreements with the above-referenced facilities. There is no cost to the District associated with the agreements. The agreement with TransCare Medical Transportation was reviewed and approved by the School District's Attorney, Nancy Alfonso, on September 30, 2011, and the agreement with Good Samaritan Health Clinic of Pasco, Inc. was reviewed and approved on October 5, 2011.

Should you have any questions regarding this matter, please contact Mr. Rob Aguis, Director of Community, Career & Technical Education. If you have any purchasing-related questions regarding this agreement, please feel free to contact me at your earliest convenience.

KDG/plh

Attachments



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

Department of Community, Career and Technical Education
Robert J. Aguis, Director
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MEMORANDUM CCTE-031-11/12

October 18, 2011

To: Kendra Goodman, Purchasing Agent

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

Subject: **Cooperative Agreements with Good Samaritan Health Clinic of Pasco, Inc. and TransCare Medical Transportation**

Description:

Approval is requested for Cooperative Agreements with Good Samaritan Health Clinic of Pasco, Inc. and TransCare Medical Transportation to allow students in the Pasco County Health Occupations Program to participate in an internship experience with learning opportunities determined by the instructor and agreed upon by Good Samaritan Health Clinic of Pasco, Inc. and TransCare Medical Transportation. 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 this agreement on October 18, 2011.

Recommendations:

The staff respectfully requests approval of the cooperative agreements with Good Samaritan Health Clinic of Pasco, Inc. and TransCare Medical Transportation.

RA:rmh

Attachments



**COOPERATIVE AGREEMENT
BETWEEN**

**Good Samaritan Health Clinic of Pasco, Inc.
5334 Aspen Street
New Port Richey, FL 34652**

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 Good Samaritan Health Clinic of Pasco, Inc. and the District School Board of Pasco County.

II. STATEMENT OF AGREEMENT:

There is a mutual agreement between the Good Samaritan Health Clinic of Pasco, Inc. (facility) and the District School Board of Pasco County (school), that Good Samaritan Health Clinic of Pasco, Inc. 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.

<p>CONTRACT REVIEWED AND APPROVED: <i>Kab</i> 10/7/11</p>

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.

CONTRACT REVIEWED
AND APPROVED:

Wdy 10/7/11

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:

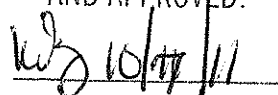
Modification of this agreement shall be made by mutual consent of both parties. A memorandum noting the modifications shall be attached to this agreement and shall include the date and signature of both parties agreeing to it.

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:

This cooperative agreement is a one-year agreement, renewable annually by mutual agreement of both parties. The first year of the agreement covers the period from November 1, 2011 through October 31, 2012. 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).

CONTRACT REVIEWED AND APPROVED:  10/17/11

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, Good Samaritan Health Clinic of Pasco, Inc.
2. Supervisor, Career and Technical Education
3. Health Occupations Instructor

<p>CONTRACT REVIEWED AND APPROVED: <i>KdO</i> <i>10/27/11</i></p>

Good Samaritan Health Clinic of Pasco, Inc.

By: *Melissa R. Sady*
Date: *9/27/11*

Signed and sealed in the presence of:

District School Board of Pasco County

By: _____

Date: _____



RECEIVED
10/4/11 *DLW*

**EMR PROGRAM
FIELD INTERNSHIP AGREEMENT**

THIS AGREEMENT, made and entered into by and between the DISTRICT SCHOOL BOARD OF PASCO COUNTY (DSBPC), 7227 Land O'Lakes Blvd., Land O'Lakes, FL 34638, hereinafter referred to as the DSBPC, and TRANSCARE MEDICAL TRANSPORTATION, One Crisis Center Plaza, Tampa Florida 33613, hereinafter referred to as the Agency,

WITNESSETH

WHEREAS, the DSBPC offers an approved program of study in the field of Emergency Medical Responder, and

WHEREAS, the DSBPC desires that its students obtain the necessary clinical and hands-on experience with the Agency in order to meet the requirements of the Emergency Medical Responder program, and

WHEREAS, the Agency desires to cooperate with the DSBPC in implementing the above-stated objective,

NOW, THEREFORE, in consideration of the premises and the mutual promises contained in this Agreement, the Agency and the DSBPC, by their duly constituted and authorized officers, agree as follows:

THAT the students enrolled in the above-named program may ride with Basic Life Support units of the Agency subject to the following mutually agreed conditions:

1. Neither the DSBPC nor the Agency will discriminate on the basis of race, color, religion, sex, age, national origin, marital status, sexual orientation, gender identity, or against any qualified individual with disabilities in its employment practices or in the admission and treatment of students. The DSBPC and the Agency recognize that sexual harassment constitutes discrimination on the basis of sex and violates the DSBPC's rule and the DSBPC will not tolerate such conduct.
2. The DSBPC will provide the Agency with a list of all students and instructors who will be assigned to BLS units the Agency.
3. The DSBPC will be responsible for assuring that the Agency is in receipt, from each student and instructor participating, of a signed Release agreement. (An example of the release agreement to be provided is attached as Exhibit A. The student signs the release in triplicate; the original goes to the Agency, one copy is retained in the student's file and the third copy is retained by the student.)
4. The DSBPC, through Marsh U. S. Consumer, shall obtain and maintain occurrence-type professional liability insurance coverage in amounts not less than \$1,000,000 per incident and \$3,000,000 annual aggregate covering the students and any faculty members for instruction/supervision of students only. The DSBPC shall provide a

CONTRACT REVIEWED AND APPROVED:
KDJ 10/7/11

certificate of insurance to the Agency evidencing such insurance coverage if required by the Agency. Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

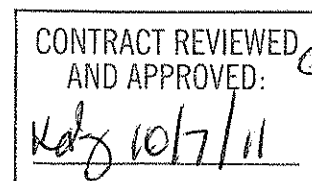
5. The Agency reserves the right to withdraw its permission to allow participation of a particular student or instructor. Further, the Agency reserves the right to withdraw its permission to all students or instructors in the program if and when it becomes apparent that: (1) the students or instructors are hindering the performance of the emergency medical personnel of the Agency; (2) the students or instructors are jeopardizing the health or safety of the patients or the emergency medical personnel; (3) the students or instructors are not cooperating with the emergency medical personnel; or (4) the students or instructors are subjecting themselves or the Agency employees to liability for which no insurance has been provided.
6. The Agency shall provide to enrolled students of the DSBPC the opportunity for necessary clinical experience required for said program. Students shall undertake said clinical experience under supervision of the Agency's EMT field preceptor. The number of students accepted under this program shall be agreed to by the parties for each semester.
7. The Agency shall have ultimate responsibility for the care and treatment of the patient/client and at no time will a student be left alone in unit with patient.
8. The Agency shall comply with students' privacy rights under federal and state laws regarding students' educational records.
9. The DSBPC and student shall comply with all applicable federal and state laws and regulations, and rules and policies of the Agency regarding the confidentiality of patient information.

THIS AGREEMENT shall become effective upon the date of signature of both parties, and shall be automatically renewed from year to year unless either party requests a change or termination thereof.

THIS AGREEMENT may be terminated upon the giving of written notice by either party to the other party thirty (30) days before the first day of August of any given year, PROVIDED, HOWEVER, such termination shall not become effective as to students already enrolled and participating in the program until they shall have had an opportunity to complete the program at the Agency to meet the course of study requirements for graduation.

ANY NOTICE required or permitted to be given under this agreement shall be sufficient if in writing and sent by certified mail, return receipt requested, to either of the parties. Notice shall be effective upon compliance with this section.

THE UNDERSIGNEDS have the authority to enter into this agreement and to bind their respective institutions.



IN WITNESS WHEREOF, the parties have executed this agreement on the dates hereinafter stated:

TRANSCARE MEDICAL TRANSPORTATION

BY: GLEN CLEGG *Glen Clegg*
Title: Q.A.M.
Date: 9/29/11

DISTRICT SCHOOL BOARD OF PASCO COUNTY

BY: _____
Title: _____
Date: _____

Signed and sealed in the presence of:

CONTRACT REVIEWED
AND APPROVED:
[Signature]
10/7/11

EXHIBIT A

RELEASE AGREEMENT

WHEREAS, the District School Board Of Pasco County, hereinafter known as the "DSBPC," and Transcare Medical Transportation have signed an agreement to allow students and instructors of the DSBPC who are enrolled in the Emergency Medical Responder Program to participate in emergency medical Responder provided by the Agency, including riding in TransCare BLS units and assisting when necessary in rendering emergency medical care; and

WHEREAS, _____, a _____ of DSBPC, and a member of the Emergency Medical Responder Program, hereinafter known as the "Participant," desires to participate in the above described program with TransCare; and

WHEREAS, the DSBPC has available a professional liability insurance policy for students and instructors enrolled in the Emergency Medical Responder Program with limits of liability of \$1,000,000 each incident/\$3,000,000 annual aggregate;


NOW, THEREFORE, in consideration of the foregoing and in consideration of TransCare grant of permission to participate in the Emergency Medical Responder Program of TransCare and to ride in BLS units, the Participant hereby agrees as follows:

1. To enroll and pay the student fee for said professional liability insurance policy that is available to students or instructors during the entire period that she/he is participating in the program.
2. Not to participate in or become a party to any kind of claim, cause of action, demand or suit that may arise by their participation in the program in TransCare BLS units against TransCare, its officers, employees, agents, and servants.
3. That she/he is fully aware of the risks involved and of the possibility of personal injury or death and property damages by participating in this program and assumes all such risks and releases TransCare, its officers, employees, agents and servants from all liability arising therefrom.
4. That they are fully aware that they are not an employee of TransCare for any purpose, has no authority on behalf of TransCare, will receive no payment or benefits as a result of participation in the program, and inasmuch as the students are not employees of TransCare, the student rider will not be entitled to worker's compensation benefits from TransCare as a result of the program.

IN WITNESS WHEREOF, the Participant has caused this Release Agreement to be executed this day of _____, 20_____.

WITNESS:

(Participant's Signature)

CONTRACT REVIEWED AND APPROVED: 
Kdy 10/7/11

(Parent's Signature)

EXHIBIT B

**PROCESS FOR ON-DUTY FIREFIGHTERS ACCOMPLISHING STUDENT DSBPC
FIELD INTERNSHIP RIDE TIME**

1. Students will wear approved EMR Program uniform as defined by the EMR Program Instructor. This includes Student ID badge during entire ride time as well as wearing only the EMR Student ANSI II vest as required (not the agency vest) while in student status.
2. Ride time will not begin before 0800 hours, and will end no later than 2300 hours on same day. If requested by station officer, ride time will end earlier. Instructor must be notified. Remember, 24-hour shifts are not allowed.
3. No DSBPC EMR student shall perform skills above the level of Basic Life Support while in student status, and under the direct supervision of an approved DSBPC preceptor. Violation of this rule will result in immediate termination of the student from the EMR program.
4. Students shall never be with a patient by themselves; they will always be with their assigned preceptor.
5. Students must complete the required 75 hours of ride time and by the date scheduled in their syllabus. Any change in station or preceptor requires the verbal approval of the assigned instructor, according to DSBPC EMR Program policies. There will be no exceptions.
6. Any changes to the prior-approved schedule must be approved verbally by the assigned instructor **before** the ride time. If this is not done, the ride time will not count and the student will be disciplined, with possible termination from the EMR program.

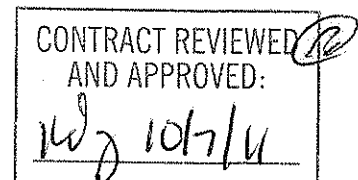
Remember, this is a pilot program. Your behavior and cooperation will determine whether this program will continue.

Student printed name: _____

Student signature: _____

Witness: _____

Date: _____



TransCare Clinical EMR Student Program Guidelines

1. EMR students 16-18 years old must have school approved waiver signed by the parent or guardian prior to ride along.
2. No recording devices such as **cameras or phones** are allowed to be used during ride times.
3. Students will not wander around or in an emergency scene and must stay with assigned personnel.
4. EMR students will perform duties to the level of current EMR training, and then under direct TransCare supervision.
5. Students will not smoke, chew smokeless tobacco or use profane language while riding with TransCare.
6. Students are responsible for their own meals while riding with TransCare.
7. Students must obey the orders and instructions of all TransCare personnel.
8. Students must be in respective uniform or appropriate clothing with I.D. tag attached.
9. Proper hygiene, grooming and professional attitude must be maintained throughout the shift.
10. Special need riders requiring assistance or communication should be brought to the attention of CCTB Administration prior to scheduling EMR Student hours.
11. Students are expected to be considerate of visitors, staff, and other TransCare and CCTB employees.
12. Cheating, stealing, intentional damaging of equipment or lying will not be tolerated and will result in dismissal.
13. Scheduling will be in advance notice from student's school; No student will be authorized to ride without prior notification to TransCare.
14. Students will not be left alone with a patient for any reason.
15. Students are not allowed to operate medical equipment without appropriate training.
16. Students will provide appropriate documentation from the school of requirements at time of entering the ride-along program.
17. Students who do not exhibit a professional attitude acceptable to TransCare personnel will be considered as not meeting the requirements for continuation of riding and may be asked to leave.
18. TransCare will only allow one student per unit at a time.
19. Students must follow parking procedures requested by CCTB. Parking in unauthorized areas is prohibited.
20. Messages will be taken for EMERGENCIES ONLY! thru 813-964-1594*1
21. The student's relationship with TransCare staff is a professional one and will be maintained throughout the clinical experience. Students are responsible for their actions without inconveniencing TransCare or the employees and visitors of CCTB.

Riders must be neat and clean in appearance, only acceptable uniform; black slacks or BDU and school uniform shirt with name tag(if applicable) and closed black shoe (preferred steel-toe) Minimal jewelry, no perfume or aftershave should be worn. Students must be equipped with their own ANSI II Safety Vest and rain coats.

Privacy Statement

The understanding is that services provided to the patient are private and confidential and that it is crucial to respect the privacy rights of patients. The understanding is that it is necessary, in the rendering of services, that the patients provide personnel information and that such information may exist in a variety of forms such as electronic, oral, or photographic and that all such information is strictly confidential and protected by federal and state laws. Therefore, any information or observation concerning patient care shall not be discussed anywhere or time other than at the scene of the incident and then only with TransCare personnel attending to the patient.

I have read the above-mentioned rules of participation and fully understand the rules of TransCare and the Crisis Center of Tampa Bay's EMR Student Program.

I, the Parent/Guardian of _____ have read and agree to the above criteria and have explained them to the above named minor.

Parent printed name & signature: _____

Student printed name and signature: _____

School/Work name, Semester and Lead Instructor: _____

Date: ___/___/___

CCTB = Crisis Center of Tampa Bay

