



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
813/794-2221 Fax: 813/794-2111
727/774-2221 TDD: 813/794-2484
352/524-2221 e-mail: kgoodman@pasco.k12.fl.us

December 20, 2011

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

RE: Community, Career & Technical Education
Cooperative Agreements
Baldomero Lopez Veterans' Nursing Home
Consulate Health Care of Bayonet Point
Florida Medical Clinic
Manor Care Health Services – Carrollwood
Morton Plant Mease Outpatient Center
Orchard Ridge Care & Rehabilitation Center
Pasco Regional Medical Center LLC
Premier Community Health Care Group
Royal Oak Nursing Center
Trinity Regional Rehab Center

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. Please reference the attached memo from Mr. Rob Aguis, Director of Community, Career & Technical Education.

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 1, 2012 through December 31, 2012.

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

KDG/dam

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
(813) 794-2204 Fax: (813) 794-2794
(727) 774-2204 TDD: (813) 794-2484
(352) 524-2204 E-mail: raguis@pasco.k12.fl.us

MEMORANDUM
CCTE-049R -11/12

December 20, 2011

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 with Participating Agencies for Clinical Experience**

Description:

Approval is requested for Cooperative Agreements with the following facilities:

Baldomero Lopez Veterans' Nursing Home	Pasco Regional Medical Center LLC
Consulate Health Care of Bayonet Point	Premier Community Health Care Group
Florida Medical Clinic	Royal Oak Nursing Center
Manor Care Health Services--Carrollwood	Trinity Regional Rehab Center
Morton Plant Mease Outpatient Ctr.	
Orchard Ridge Care & Rehabilitation Center	

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 December 20, 2011.

Recommendations:

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

RA:rmh
Attachment(s)



RECEIVED
11/30/11 ELM

**COOPERATIVE AGREEMENT
BETWEEN**

**Baldomero Lopez Veterans' Nursing Home
6919 Parkway Blvd.
Land O' Lakes, FL 34639**

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 Baldomero Lopez Veterans' Nursing Home and the District School Board of Pasco County.

II. STATEMENT OF AGREEMENT:

There is a mutual agreement between the Baldomero Lopez Veterans' Nursing Home (facility) and the District School Board of Pasco County (school), that Baldomero Lopez Veterans' Nursing Home 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.

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CONTRACT REVIEWED
AND APPROVED:
Kdy 11-30-11

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.

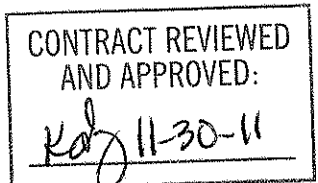
IV. THE SCHOOL'S RESPONSIBILITY:

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.

Page 2 of 4



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.

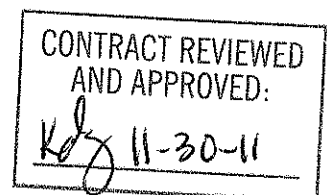
IX. DISCONTINUANCE OF AGREEMENT:

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 three-year agreement, renewable annually by mutual agreement of both parties. The first year of the agreement covers the period from January 1, 2012 through December 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).

Page 3 of 4



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, Baldomero Lopez Veterans' Nursing Home
2. Supervisor, Career and Technical Education
3. Health Occupations Instructor

Baldomero Lopez Veterans' Nursing Home

By: Dr. Rebecca J. Yackel NHA

Date: 11/7/11

Signed and sealed in the presence of:

District School Board of Pasco County

By: _____

Date: _____

Page 4 of 4

<p>CONTRACT REVIEWED AND APPROVED: <u>10/11-30-11</u></p>



RECEIVED
11/30/11 *Done*

**COOPERATIVE AGREEMENT
BETWEEN**

**Consulate Health Care of Bayonet Point
8132 Hudson Avenue
Hudson, FL 34667**

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 Consulate Health Care of Bayonet Point and the District School Board of Pasco County.

II. STATEMENT OF AGREEMENT:

There is a mutual agreement between the Consulate Health Care of Bayonet Point (facility) and the District School Board of Pasco County (school), that Consulate Health Care of Bayonet Point 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.

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<p>CONTRACT REVIEWED AND APPROVED: <i>Kdy 11-30-11</i></p>
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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.

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CONTRACT REVIEWED
AND APPROVED:

Kdy 11-30-11

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 three-year agreement, renewable annually by mutual agreement of both parties. The first year of the agreement covers the period from January 1, 2012 through December 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).

Page 3 of 4

<p>CONTRACT REVIEWED AND APPROVED: <i>Kelly</i> 11-30-11</p>
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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, Consulate Health Care of Bayonet Point
2. Supervisor, Career and Technical Education
3. Health Occupations Instructor

Consulate Health Care of Bayonet Point

By: [Signature]

Date: 11/9/11

Signed and sealed in the presence of:

District School Board of Pasco County

By: _____

Date: _____

Page 4 of 4

<p>CONTRACT REVIEWED AND APPROVED: <u>[Signature]</u> 11-30-11</p>
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RECEIVED
11/30/11 *Alan*

COOPERATIVE AGREEMENT
BETWEEN

Florida Medical Clinic
38135 Market Square
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 Florida Medical Clinic and the District School Board of Pasco County.

II. STATEMENT OF AGREEMENT:

There is a mutual agreement between the Florida Medical Clinic (facility) and the District School Board of Pasco County (school), that Florida Medical Clinic 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.

Page 1 of 4

<p>CONTRACT REVIEWED AND APPROVED: <i>LD 11-30-11</i></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.

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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.

Page 2 of 4

CONTRACT REVIEWED AND APPROVED: <i>Kdy 11-30-11</i>

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.

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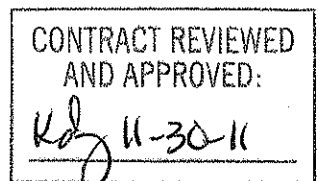
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X. RENEWAL OF AGREEMENT:

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Page 3 of 4



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, Florida Medical Clinic
2. Supervisor, Career and Technical Education
3. Health Occupations Instructor

Florida Medical Clinic

By: 

Date: 11/9/2011

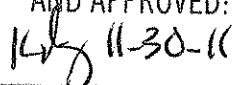
Signed and sealed in the presence of:

District School Board of Pasco County

By: _____

Date: _____

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<p>CONTRACT REVIEWED AND APPROVED:  11-30-11</p>



RECEIVED
11/30/11 *Oliver*

**COOPERATIVE AGREEMENT
BETWEEN**

**ManorCare Health Services-Carrollwood
3030 W. Bearss Avenue
Tampa, FL 33618**

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 ManorCare Health Services-Carrollwood and the District School Board of Pasco County.

II. STATEMENT OF AGREEMENT:

There is a mutual agreement between the ManorCare Health Services-Carrollwood (facility) and the District School Board of Pasco County (school), that ManorCare Health Services-Carrollwood 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.

Page 1 of 4

CONTRACT REVIEWED
AND APPROVED:

KJ 11-30-11

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.

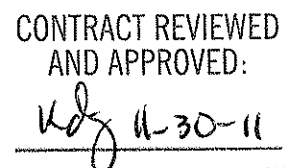
IV. THE SCHOOL'S RESPONSIBILITY:

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.

Page 2 of 4



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 three-year agreement, renewable annually by mutual agreement of both parties. The first year of the agreement covers the period from January 1, 2012 through December 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).

Page 3 of 4

CONTRACT REVIEWED AND APPROVED: <i>Kdy 11-30-11</i>

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, ManorCare Health Services-Carrollwood
2. Supervisor, Career and Technical Education
3. Health Occupations Instructor

ManorCare Health Services-Carrollwood

By: 

Date: 11/10/11


Signed and sealed in the presence of:

District School Board of Pasco County

By: _____

Date: _____

Page 4 of 4

<p>CONTRACT REVIEWED AND APPROVED:  11-30-11</p>



RECEIVED

11/30/11 *Rem*

**COOPERATIVE AGREEMENT
BETWEEN**

**Morton Plant Mease Outpatient Center
2102 Trinity Oaks Boulevard
Trinity, FL 34655**

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 Morton Plant Mease Outpatient Center and the District School Board of Pasco County.

II. STATEMENT OF AGREEMENT:

There is a mutual agreement between the Morton Plant Mease Outpatient Center (facility) and the District School Board of Pasco County (school), that Morton Plant Mease Outpatient Center 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.

Page 1 of 4

<p>CONTRACT REVIEWED AND APPROVED: <i>KJ 11-30-11</i></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/certificatc process related to his/her position.

Page 2 of 4

CONTRACT REVIEWED
AND APPROVED:
Kdy 11-30-11

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 three-year agreement, renewable annually by mutual agreement of both parties. The first year of the agreement covers the period from January 1, 2012 through December 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).

Page 3 of 4

<p>CONTRACT REVIEWED AND APPROVED: WJH 2011</p>

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, Morton Plant Mease Outpatient Center
2. Supervisor, Career and Technical Education
3. Health Occupations Instructor

Morton Plant Mease Outpatient Center

By: Debbie Valmero RTR(m)

Date: 11/11/2011

Signed and sealed in the presence of:

District School Board of Pasco County

By: _____

Date: _____

<p>CONTRACT REVIEWED AND APPROVED: <u>10/11/30/11</u></p>



RECEIVED
11/30/11 *RCM*

**COOPERATIVE AGREEMENT
BETWEEN**

**Orchard Ridge Care and Rehabilitation Center
4927 Voorhees Road
New Port Richey, FL 34653**

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 Orchard Ridge Care and Rehabilitation Center and the District School Board of Pasco County.

II. STATEMENT OF AGREEMENT:

There is a mutual agreement between the Orchard Ridge Care and Rehabilitation Center (facility) and the District School Board of Pasco County (school), that Orchard Ridge Care and Rehabilitation Center 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.

Page 1 of 4

<p>CONTRACT REVIEWED AND APPROVED: <i>[Signature]</i> 11-30-11</p>
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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.

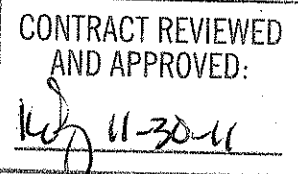
IV. THE SCHOOL'S RESPONSIBILITY:

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.

Page 2 of 4



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 three-year agreement, renewable annually by mutual agreement of both parties. The first year of the agreement covers the period from January 1, 2012 through December 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).

Page 3 of 4



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, Orchard Ridge Care and Rehabilitation Center
2. Supervisor, Career and Technical Education
3. Health Occupations Instructor

Orchard Ridge Care and Rehabilitation Center
 By: [Signature]
 Date: 11/29/11

Signed and sealed in the presence of:

District School Board of Pasco County

By: _____

Date: _____

CONTRACT REVIEWED AND APPROVED: <u>[Signature]</u> 11-30-11



RECEIVED
11/30/11 *PCMC*

COOPERATIVE AGREEMENT
BETWEEN

Pasco Regional Medical Center LLC d/b/a Pasco Regional Medical Center
13100 Ft. King Road
Dade City, FL 33525

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 Pasco Regional Medical Center LLC d/b/a Pasco Regional Medical Center and the District School Board of Pasco County.

II. STATEMENT OF AGREEMENT:

There is a mutual agreement between the Pasco Regional Medical Center LLC d/b/a Pasco Regional Medical Center (facility) and the District School Board of Pasco County (school), that Pasco Regional Medical Center LLC d/b/a Pasco Regional Medical Center 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.

Page 1 of 4

<p>CONTRACT REVIEWED AND APPROVED: <i>WJ</i> 11-30-11</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.

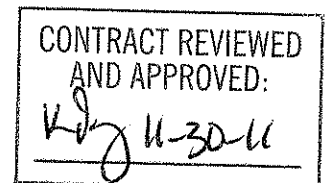
IV. THE SCHOOL'S RESPONSIBILITY:

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.

Page 2 of 4



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 three-year agreement, renewable annually by mutual agreement of both parties. The first year of the agreement covers the period from January 1, 2012 through December 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).

Page 3 of 4



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, Pasco Regional Medical Center LLC d/b/a Pasco Regional Medical Center
2. Supervisor, Career and Technical Education
3. Health Occupations Instructor

Pasco Regional Medical Center LLC d/b/a
Pasco Regional Medical Center

By: [Signature]

Date: 11/23/11

Signed and sealed in the presence of:

District School Board of Pasco County

By: _____

Date: _____





RECEIVED
11/30/11 *Qm*

**COOPERATIVE AGREEMENT
BETWEEN**

**Premier Community Health Care Group
37912 Church Avenue
Dade City, FL 33525**

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 Premier Community Health Care Group and the District School Board of Pasco County.

II. STATEMENT OF AGREEMENT:

There is a mutual agreement between the Premier Community Health Care Group (facility) and the District School Board of Pasco County (school), that Premier Community Health Care Group 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.

Page 1 of 4

<p>CONTRACT REVIEWED AND APPROVED: <i>[Signature]</i> 11-30-11</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 of \$1,000,000/\$3,000,000 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.

Page 2 of 4



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 three-year agreement, renewable annually by mutual agreement of both parties. The first year of the agreement covers the period from January 1, 2012 through December 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).

Page 3 of 4

CONTRACT REVIEWED AND APPROVED: <i>Weg</i> 11-30-11

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, Premier Community Health Care Group
2. Supervisor, Career and Technical Education
3. Health Occupations Instructor

Premier Community Health Care Group

By: *Kym Whitner, CEO*

Date: 11-17-11

Signed and sealed in the presence of:

District School Board of Pasco County

By: _____

Date: _____

<p>CONTRACT REVIEWED AND APPROVED: <i>KD [Signature]</i></p>
--



RECEIVED
11/30/11 *CCM*

**COOPERATIVE AGREEMENT
BETWEEN**

**Royal Oak Nursing Center
37300 Royal Oak Lane
Dade City, FL 33525**

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 Royal Oak Nursing Center and the District School Board of Pasco County.

II. STATEMENT OF AGREEMENT:

There is a mutual agreement between the Royal Oak Nursing Center (facility) and the District School Board of Pasco County (school), that Royal Oak Nursing Center 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.

Page 1 of 4

<p>CONTRACT REVIEWED AND APPROVED: <i>WJ 11-30-11</i></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.

Page 2 of 4



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.

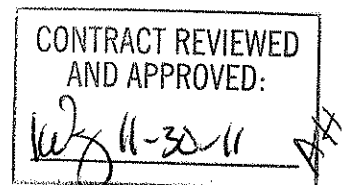
IX. DISCONTINUANCE OF AGREEMENT:

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 three-year agreement, renewable annually by mutual agreement of both parties. The first year of the agreement covers the period from January 1, 2012 through December 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).

Page 3 of 4



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, Royal Oak Nursing Center
2. Supervisor, Career and Technical Education
3. Health Occupations Instructor

Royal Oak Nursing Center

By: Anita Howard Anita Howard

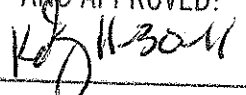
Date: 11-10-11

Signed and sealed in the presence of:

District School Board of Pasco County

By: _____

Date: _____

CONTRACT REVIEWED AND APPROVED:  K. H. Ball

AH



RECEIVED

11/30/11 *RCM*

**COOPERATIVE AGREEMENT
BETWEEN**

**Trinity Regional Rehab Center
2144 Welbilt Blvd.
Trinity, FL 34655**

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 Trinity Regional Rehab Center and the District School Board of Pasco County.

II. STATEMENT OF AGREEMENT:

There is a mutual agreement between the Trinity Regional Rehab Center (facility) and the District School Board of Pasco County (school), that Trinity Regional Rehab Center 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.

Page 1 of 4

<p>CONTRACT REVIEWED AND APPROVED: <i>Weg 11-30-11</i></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.

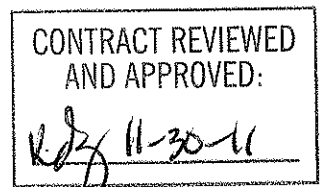
IV. THE SCHOOL'S RESPONSIBILITY:

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.

Page 2 of 4



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:

CM If either party to this agreement wishes to terminate this agreement, it is understood that at least ~~thirty~~ ^{thirty} 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 three-year agreement, renewable annually by mutual agreement of both parties. The first year of the agreement covers the period from January 1, 2012 through December 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).

Page 3 of 4

<p>CONTRACT REVIEWED AND APPROVED: <i>KDg 11-30-11</i></p>
--

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, Trinity Regional Rehab Center
2. Supervisor, Career and Technical Education
3. Health Occupations Instructor

Trinity Regional Rehab Center

By: Kendra Dudley

Date: 11/14/11

Signed and sealed in the presence of:

District School Board of Pasco County

By: _____

Date: _____

<p>CONTRACT REVIEWED AND APPROVED: <u>Katy H-30-11</u></p>
--