

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
University Community Hospital, Inc. d/b/a Florida Hospital Tampa

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. This agreement has been reviewed and approved on December 1, 2011 by Nancy Alfonso, School Board Attorney.

At this time, we respectfully request your approval to enter into the first year of a three-year agreement with the above-referenced facility. This agreement is 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 agreement will cover the period of December 16, 2011 through December 15, 2012.

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

KDG/dam

Attachments

District Wide Accreditation • Southern Association of Colleges and Schools

Date/Time: December 14, 2011 09:04:00



District School Board of Pasco County

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

Heather Fiorentino, Superintendent

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

MEMORANDUM CCTE-054R-11/12

December 20, 2011

To: Kendra Goodman, Purchasing Agent

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

Subject: **Clinical Agreement for First Year of Three-Year Contract with University Community Hospital, Inc. d/b/a Florida Hospital Tampa**

Description:

Approval is requested for a Clinical Agreement with **University Community Hospital, Inc. d/b/a Florida Hospital Tampa** to allow students in the Pasco County Health Occupations Program to participate in an internship experience with learning opportunities determined by the instructor and agreed upon by **University Community Hospital, Inc. d/b/a Florida Hospital Tampa**. 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 a Clinical Agreement with **University Community Hospital, Inc. d/b/a Florida Hospital Tampa** on December 20, 2011.

Recommendations:

The staff respectfully requests approval of a Clinical Agreement with **University Community Hospital, Inc. d/b/a Florida Hospital Tampa**.

RA:rmh

Attachments



UNIVERSITY COMMUNITY HOSPITAL, INC.

Clinical Experiences

AGREEMENT

This Agreement is made and entered into by and between UNIVERSITY COMMUNITY HOSPITAL, INC. with its licensed hospital facilities doing business as: (i) Florida Hospital Tampa, 3100 East Fletcher Avenue, Tampa, Florida 33613-4688, (ii) Florida Hospital Carrollwood, 7171 N. Dale Mabry Highway, Tampa, Florida 33614-2670, and (iii) Florida Hospital at Connerton Long Term Acute Care, 9441 Health Center Drive, Land O' Lakes, Florida 34637-5837, and THE DISTRICT SCHOOL BOARD OF PASCO COUNTY, 7227 Land O Lakes Boulevard, Land O Lakes, Florida 34638-2826, for the benefit of its health occupations students, on the 16th day of December, 2011.

WITNESSETH

WHEREAS, THE DISTRICT SCHOOL BOARD OF PASCO COUNTY wishes to use UNIVERSITY COMMUNITY HOSPITAL facilities to implement its Health Occupations Program,

WHEREAS, UNIVERSITY COMMUNITY HOSPITAL wishes to assist THE DISTRICT SCHOOL BOARD OF PASCO COUNTY in implementing its Health Occupations Program by permitting its faculty and students to use UNIVERSITY COMMUNITY HOSPITAL facilities for clinical experiences, and

NOW THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

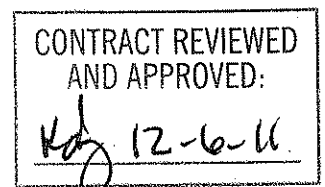
- I. UNIVERSITY COMMUNITY HOSPITAL SHALL:
1. Provide opportunities for observational and practical experiences in the patient units and clinics and in other UNIVERSITY COMMUNITY HOSPITAL departments, as determined by UNIVERSITY COMMUNITY HOSPITAL in consultation with THE DISTRICT SCHOOL BOARD OF PASCO COUNTY.
2. Provide adequate classroom and conference room space and library facilities and materials for instructional and clinical learning experiences, when not in use by UNIVERSITY COMMUNITY HOSPITAL, and subject to this agreement.
3. Provide faculty and students with medical care in case of illness or injuries incurred while on duty. Any treatment received by faculty or students as a result of illness or injury will be billed to and paid by the faculty member, student or insurers.

CONTRACT REVIEWED AND APPROVED: Kaly 12-6-11

4. Retain overall responsibility for quality of patient care at all times.
5. Provide orientation of the **UNIVERSITY COMMUNITY HOSPITAL** facilities, policies and procedures to students and faculty.
6. Permit students and faculty to use **UNIVERSITY COMMUNITY HOSPITAL** cafeteria and delicatessen facilities at their own expense.
7. Certify that **UNIVERSITY COMMUNITY HOSPITAL** is fully accredited by an appropriate accrediting body.
8. Indemnify and hold harmless **THE DISTRICT SCHOOL BOARD OF PASCO COUNTY**, its faculty, staff, officers, trustees, students, affiliates and their respective agents from any and all liability, claims, lawsuits, judgments and expenses arising out of any act or omission on the part of any **UNIVERSITY COMMUNITY HOSPITAL** employee, agent, or independent contractors, to the extent specifically authorized by Florida Statute 768.28.

II. THE DISTRICT SCHOOL BOARD OF PASCO COUNTY SHALL:

1. Select patient assignments in cooperation with **UNIVERSITY COMMUNITY HOSPITAL** staff.
2. Provide concurrent related instruction, supervision and guidance as required to meet program objectives.
3. Maintain individual student records of class and work instruction, evaluations of student competencies and health status reports.
4. Provide professional liability insurance for **THE DISTRICT SCHOOL BOARD OF PASCO COUNTY** faculty and students in the amount of one million dollars (\$1,000,000) for any one occurrence and a minimum of three million dollars (\$3,000,000) in the aggregate.
5. Require that all students assume financial responsibility and maintain health insurance for personal illness, injuries, and accidents at **UNIVERSITY COMMUNITY HOSPITAL**, including without limitation, all injuries that may occur as a result of services performed under this Agreement, regardless of fault, and shall indemnify and hold **UNIVERSITY COMMUNITY HOSPITAL** harmless from and against all such injuries and accidents and shall immediately upon demand reimburse **UNIVERSITY COMMUNITY HOSPITAL** for the cost of treating all such accidents and injuries.
6. Assure that all faculty and students comply with **UNIVERSITY COMMUNITY**



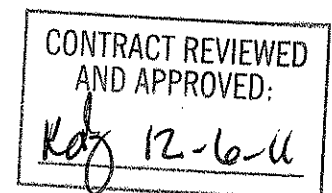
HOSPITAL policies and procedures.

7. As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, indemnify and hold harmless **UNIVERSITY COMMUNITY HOSPITAL** 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 DISTRICT SCHOOL BOARD OF PASCO COUNTY** and which are not caused or materially contributed to by any officer, employee, agent or other representative of **UNIVERSITY COMMUNITY HOSPITAL**. 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.
8. Provide **UNIVERSITY COMMUNITY HOSPITAL** upon request with the following documentation for both instructors and students. These elements include:
 - a. Verification of a criminal background check record, sexual predator report record (at www.offender.fdle.state.fl.us) and no violations listed by the Office of Inspector General (OIG) at www.exclusions.oig.hhs.gov/search.aspx
 - b. Drug screening for illegal and non-prescribed drugs;
 - c. TB testing (within one year); hepatitis B (vaccination offered, accepted, or declined);
 - d. MMR vaccination/immunity or documentation of two-dose vaccinations;
 - e. Evidence of Varicella vaccination/immunity or documentation of two-dose adult Varicella vaccinations.
 - f. Students who have direct patient contact should receive a single dose of Tdap as soon as feasible if they have not previously received Tdap.

III. WITHDRAWAL OF STUDENT OR FACULTY:

1. **UCH** has the right to request **THE DISTRICT SCHOOL BOARD OF PASCO COUNTY** to withdraw any student or faculty member from its facilities whose conduct or work with patients or personnel is not, in the opinion of **UNIVERSITY COMMUNITY HOSPITAL** administrators, in accordance with acceptable standards of performance.
2. **THE DISTRICT SCHOOL BOARD OF PASCO COUNTY** has the right to withdraw a student whose performance or conduct does not meet program standards.

IV. REVIEW, REVISION, AND TERMINATION



1. The term of this agreement shall remain in effect for one (1) year from the date of signature and school board approval, and thereafter may be renewed annually for up to two (2) additional one (1) year terms by mutual agreement of the parties, until otherwise terminated by either party as provided herein.
2. Modification of this agreement shall be made upon mutual consent of the parties by addendum or amendment attached to this agreement.
3. Either party may terminate this agreement at any time upon thirty (30) days written notice to the other party.

V. THE PARTIES FURTHER AGREE THAT:

1. Nothing in this agreement shall be construed as creating an agency, employment or joint venture relationship between **UNIVERSITY COMMUNITY HOSPITAL** and **THE DISTRICT SCHOOL BOARD OF PASCO COUNTY**. **UNIVERSITY COMMUNITY HOSPITAL** shall provide no compensation to faculty and students for services rendered to **UNIVERSITY COMMUNITY HOSPITAL** through the program's clinical experiences.
2. The assignment of students and faculty will be made without regard to the race, creed, color, sex, veteran status, sexual orientation, or national origin of the persons involved.
3. Students may be placed at any of the three individual licensed **UNIVERSITY COMMUNITY HOSPITAL** hospitals listed in the opening paragraph of this agreement, to complete their required rotation hours.

VI. SIGNATURES:

For **UNIVERSITY COMMUNITY HOSPITAL, INC.**

Kathleen Miller V.P.
Kathleen Miller, RN, BSN, MSHA
Vice President, Patient Care Services
Chief Nursing Officer

Date: 11/30/2011

For **THE DISTRICT SCHOOL BOARD OF PASCO COUNTY**

Joanne Hurley
Chairwoman, District School Board of Pasco County
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Date: _____

