



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Purchasing Services

Michael J. Woodall, CPPO, Purchasing Agent
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August 20, 2013

MEMORANDUM

TO: Honorable School Board Members

FROM: Michael J. Woodall, CPPO, Purchasing Agent *MJW.*

RE: Office for Career & Technical Education
Cooperative Agreement
Florida Department of Veterans' Affairs

The School District has numerous cooperative agreements with various facilities in order to allow students in the Pasco County Health Occupations Program to participate in an internship experience. Please reference the attached memo from Mr. Rob Aguis, Director of the Office for Career & Technical Education.

At this time, we respectfully request your approval to enter into the first year of the agreement with the above-referenced entity. The services are outlined in the agreement and are attached for your perusal. This agreement is renewable annually based on mutual agreement of both parties. The first year of the agreement will cover the period of August 20, 2013 through August 19, 2014. The attached agreement has been reviewed by the District School Board's Attorney, Ms. Nancy Alfonso on July 30, 2013.

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

MJW/acf

Attachments

Date/Time: August 14, 2013 08:38:00



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Office for Career and Technical Education

Rob Aguis, Director

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MEMORANDUM CTE-007-13/14

August 20, 2013

To: Michael Woodall, Purchasing Agent

From: Rob Aguis, Director, Office for Career & Technical Education

RA

Subject: **Cooperative Agreement for First Year of Three-Year Contract with Florida Department of Veterans' Affairs**

Description:

Approval is requested for a revised Cooperative Agreement with Florida Department of Veterans' Affairs to allow students in the Pasco County Schools Health Occupations Program to participate in an internship experience with learning opportunities determined by the instructor and agreed upon by Baldomero Lopez Veterans' Nursing Home. 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 Cooperative Agreement with Florida Department of Veterans' Affairs on August 20, 2013.

Recommendations:

The staff respectfully requests approval of a Cooperative Agreement with Florida Department of Veterans' Affairs.

RA:rmh

Attachments

**COOPERATIVE AGREEMENT
BETWEEN**

**FLORIDA DEPARTMENT OF VETERANS' AFFAIRS
11351 Ulmerton Road, Suite 311-K
Largo, FL 33778**

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 (hereafter referred to as "Agreement") are the Florida Department of Veterans' Affairs, an executive department of the State of Florida, (hereinafter referred to as "FDVA") with its principal office located at 11351 Ulmerton Road, Suite 311-K, Largo Florida 33778, and the District School Board of Pasco County, Florida, a subdivision of the State of Florida, (hereinafter referred to as "School") with its principal office located at 7272 Land O' Lakes Boulevard, Land O' Lakes, Florida 34638.

II. STATEMENT OF AGREEMENT:

This mutual Agreement is made this day 20th of August, 2013 by and between FDVA and the School in order that FDVA may accept certain students enrolled in Pasco County Schools Health Occupations Program offered by the District School Board of Pasco County for supervised clinical skills learning experiences at Baldomero Lopez State Veterans' Nursing Home (hereinafter referred to as the "Facility") in accordance with the provisions set forth in this Agreement. This Agreement should become effective when last signed by the parties.

III. GENERAL PROVISIONS OF THE AGREEMENT:

1. The education of the student shall be the primary purpose of the education programs. The FDVA agrees to share in the responsibility as set out herein for the education of the students through cooperation and assistance of its staff with the faculty of the School; provided however, the guidance and supervision of students shall at all times remain the exclusive responsibility of the School.
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 established law, rules and regulations governing FDVA 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.

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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.
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.
9. All medical or health care (emergency or otherwise) that a student or faculty member receives at the facility will be at the expense of the individual involved. FDVA will however assist students in any emergency situation, to receive appropriate care. The student or faculty member will not be considered an employee of FDVA and will not be entitled to workers' compensation under the FDVA's coverage, or health care insurance under the plan provided by FDVA for its employees, or to other benefit programs of FDVA.

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.

The School faculty shall be responsible for:

1. Discussing Resident patient assignments in cooperation with the FDVA staff.
2. Planning for concurrent related instruction (both informal and formal classroom) as needed to meet the objectives of the health program. This instruction will be held during the scheduled School day.

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3. Assuring that students will be notified there is an expectation that they will abide by the rules, regulations, and policies of the FDVA.
4. Withdrawing immediately any student from the facility at the direction of FDVA.
5. Giving notice to the FDVA of the number and names of the students it would like to have enter this program prior to the commencement of any semester, arrange for FDVA staff, upon its request, to interview the student(s), and provide documentation of an FDVA Level II background investigations of all students conducted at no cost to FDVA as authorized by law.
6. Providing educational workshops and/or information pertinent to education for the FDVA staff that has teaching responsibilities.
7. Being responsible for establishing guidelines and objectives for the instruction of the students and screen those to the extent determined to be necessary for preparedness for placement.
8. Requiring that all students to comply with liability insurance requirements during their assignment to the FDVA, including the requirement that all students secure and maintain professional liability insurance as a condition of participation in the program.
9. Informing students that they are to maintain confidentiality of communications and records with regard to the FDVA's Residents.
10. Escorting at all times students under the age 18 years at any time such students are involved in Resident care or contact.

V. THE FACILITY'S RESPONSIBILITY:

1. To allow the instructor and students to work with an assigned employee of the facility while performing their duties, in accordance with the agreed upon schedule.
2. To insure that any employee to which a student is assigned/supervised by has been screened with the appropriate background check as part of his/her employment and/or through the professional license/certificate process related to his/her position.
3. Provide a copy of the work schedule of the facility's employees assigned to work with students so that the instructor knows where each student is at all times.
4. To include members of the faculty of the school in facility meetings when policies to be discussed will affect or are related to the Health Occupations program.
5. The facility reserves the right to direct 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.

The FDVA shall be responsible:

1. To retain responsibility for Resident care provided by students.
2. To make available to faculty and students FDVA facilities and clinical services for planned learning experiences in Resident care.
3. To assist in students' assignments, particularly in restricted areas.
4. To provide orientation to the Nursing Home facility for students and faculty.
5. To provide faculty and students with emergency medical care in case of accidents 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 or student or insurers.

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6. To provide opportunities for students in accordance with the cooperative planning by the faculty of the School and the FDVA Nursing Home staff. This may include individual, family, and group experiences.
7. To provide access to equipment and records as necessary for teaching purposes.
8. To provide workspace for the students to the extent feasible through mutual planning and to make available appropriate medical supervision.
9. To assist in the evaluation of students' learning and performance, if requested.
10. To advise faculty members of the School on the facilities, philosophies, policies, and programs of the FDVA.
11. To provide an interdisciplinary team experience. (If applicable)
12. To allow the student to review social histories, progress notes treatment plans, and other appropriate documentation as determined by FDVA.

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. School agrees, therefore, that any Resident Medical Information its students receive regarding Residents shall be treated as confidential so as to comply with applicable privacy laws. School agrees to solely responsible for any breach of such confidentiality by its students. In the event that the Department of Health & Human Services, the Office of Civil Rights Enforcement, the Centers for Medicare and Medicaid Services, or the Agency for Health Care Administration advise a party that this Agreement does not, or must be amended to, comply with applicable privacy law, the parties agree to modify this Agreement to the extent reasonably necessary to bring it into compliance. This provision shall survive termination of this Agreement.

1. If any provision of this Agreement is deemed to be invalid or inoperative for any reason, that part of this Agreement shall be deemed modified to the extent necessary to make this Agreement valid and operative, or if it cannot be modified, then it shall be severed, and the remainder of this Agreement shall continue in full force and effect as if the Agreement had been signed with the invalid portion modified or eliminated.
2. Neither party's waiver of a breach or default by the other, nor delay or failure to exercise any right upon breach or default, nor acceptance of any payment, shall be deemed a waiver nor

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shall the same impair any such rights regarding any other breaches or defaults of the same or different kind.

3. Any notice provided for or concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail if sent to the respective address of each party as set forth in the Preamble in Section II of this Agreement.
4. The Agreement is made solely for the benefit of the parties hereto, and is not intended to create third party beneficiaries.
5. The School does hereby acknowledge and agree that it is an independent contractor. In discharging its duties and responsibilities pursuant to this Agreement, the School shall exercise due and reasonable care and shall comply with all assurances contained herein.

VIII. MODIFICATION OF THE AGREEMENT:

Modification of this agreement shall be made by mutual consent of both parties. An amendment 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. However, either party may terminate this Agreement at any time and for any reason or no reason for convenience upon written notice of such intent submitted to the other party.

X. RENEWAL OF AGREEMENT:

This Agreement may be renewed by mutual written Agreement by both parties in one-year term intervals not to exceed a total period of three (3) years. During any one-year term, it shall be reviewed annually by the exchange of letters and may be revised by amendment when said parties request such changes.

XI. VENUE:

This Agreement shall be governed by the laws of the State of Florida. The parties stipulate that venue for any action or proceeding which is the subject of this Agreement shall be in Leon County, Florida.

XII. HOLD HARMLESS:

The parties understand and agree that each is protected by the sovereign immunity of the State of Florida. Without waiving any defenses to which they could avail themselves, the District School Board of Pasco County, Florida, a subdivision of the State of Florida, and the Florida Department of Veterans' Affairs, an executive agency of the State of Florida, agree to be solely liable for their own negligence to the extent and limit provided in Section 768.28, Florida Statutes, the State of Florida's partial waiver of sovereign immunity; provided, however this provision shall not be construed as a waiver of any right or defense that either party may have against any claim brought under this provision for the individual negligent acts and omissions of their respective officers, employees, and agents.

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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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

**Florida Department of Veterans' Affairs,
An executive department of the State of Florida.**

By: Alfred D. Carter
Alfred D. Carter
Colonel, US Army (Ret)
Deputy Executive Director

Date: 31 July 2013

**The District School Board of Pasco County, Florida,
A subdivision of the State of Florida.**

By: _____
Cynthia Armstrong
Chairman

Date: _____

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