



# District School Board of Pasco County

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

Heather Fiorentino, Superintendent

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

Department of Purchasing  
Kendra Goodman, CPPO, CPPB, Purchasing Agent  
813/794-2221 Fax: 813/794-2111  
727/774-2221 TDD: 813/794-2484  
352/524-2221 e-mail: [kgoodman@pasco.k12.fl.us](mailto:kgoodman@pasco.k12.fl.us)

February 16, 2010

## MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent *KDG*

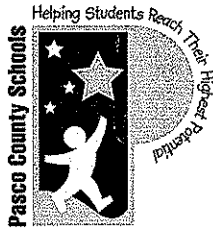
RE: Second Year of Three-Year Contract  
Cooperative Agreement with Health Care Facility  
Florida Hospital Zephyrhills

The School District has numerous cooperative agreements with various facilities in order to allow students to complete clinical assignments in the Health Occupation Program. The attached agreement has been developed to allow students enrolled in the Health Occupation Program to use the facility for internship.

At this time, we respectfully request your approval to enter into the second year of a three-year agreement with the above-referenced facility for the Health Occupation Program. The second year of the agreement will cover the period of April 22, 2010 through April 21, 2011. Should you have any questions regarding this matter, or if I can be of further assistance, please feel free to contact me at your earliest convenience.

KDG/dam

Attachments (2 originals)



# District School Board of Pasco County

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

Heather Fiorentino, Superintendent

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

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

## MEMORANDUM CCTE-162-09/10

February 16, 2010

To: Kendra Goodman, Purchasing Agent

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

Subject: **Cooperative Agreement for Second Year of Three-Year Contract with Florida Hospital Zephyrhills**

### Description:

Approval is requested for a Cooperative Agreement with Florida Hospital Zephyrhills to allow students in the Pasco County Health Occupation Program to participate in an internship experience with learning opportunities determined by the instructor and agreed upon by various 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 Occupation Program with opportunities to apply skills mastered in the classroom in a real-world work setting.

### Action Requested:

School Board approval of the cooperative agreements on February 16, 2010.

### Recommendations:

The staff respectfully requests approval of the cooperative agreement with Florida Hospital Zephyrhills.

RA:rmh

Attachment(s)



# District School Board of Pasco County

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Heather Fiorentino, Superintendent

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Department of Community, Career and Technical Education  
Gail T. Stout, Supervisor of Career & Technical Education  
(813) 794-2201 Fax: (813) 794-2794  
(727) 774-2201 TDD: (813) 794-2484  
(352) 524-2201 E-mail: [gstout@pasco.k12.fl.us](mailto:gstout@pasco.k12.fl.us)

## COOPERATIVE AGREEMENT RENEWAL REQUEST

Title: Cooperative Agreement between

Florida Hospital Zephyrhills  
7050 Gall Boulevard  
Zephyrhills, FL 33541

and

District School Board of Pasco County  
for Providing Clinical Experience for Health Occupations Students

Yes, I agree to renew the Cooperative Agreement with the District School Board of Pasco County under the same terms and conditions as the existing agreement. The renewal period shall be from April 22, 2010 through April 21, 2011.

No, I do not agree to renew the Cooperative Agreement

DATE: 1/21/2010

FACILITY NAME: Florida Hospital Zephyrhills

SIGNATURE: Donald B Welch

PRINT NAME and TITLE: Donald B Welch, CFO

TELEPHONE (with area code): (813) 783-6100

FAX NUMBER (with area code): (813) 783-6196

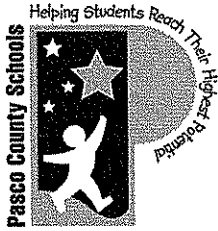
E-MAIL: Don.Welch@AHSS.org

PLEASE FAX BACK TO: (813) 794-2794  
Attention: Gail T. Stout

District Wide Accreditation • Southern Association of Colleges and Schools

CONTRACT REVIEWED  
AND APPROVED:

Katrina



# District School Board of Pasco County

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April 21, 2009

## MEMORANDUM

**TO:** Honorable School Board Members

**FROM:** Kendra Goodman, CPPB, Purchasing Agent *KGD*

**SUBJECT:** Florida Hospital Zephyrhills Affiliation Agreement  
Department of Community, Career & Technical Education (CCTE)

The School District has numerous cooperative agreements with various facilities in order to provide job training experiences for CCTE students. We are requesting Board approval of the attached Affiliation Agreement between Florida Hospital Zephyrhills and the District School Board of Pasco County for students in the Health Occupations Program. Please reference the attached memo from Mr. Rob Aguis, Director of CCTE. There is no cost to the Board for this contract.

If you have any questions or concerns, please contact me at your earliest convenience.

KDG/az  
Attachments

District School Board  
of Pasco County

APR 21 2009

Board Approved



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(352) 524-2204 E-mail: [raguis@pasco.k12.fl.us](mailto:raguis@pasco.k12.fl.us)

**MEMORANDUM**  
CCTE-201-08/09

March 6, 2009

To: Kendra Goodman, Purchasing Agent

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

Subject: **Affiliation Agreement for First Year of Three-Year Contract with Florida Hospital Zephyrhills**

**Description:**

Approval is requested for an Affiliation Agreement with Florida Hospital Zephyrhills 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 Florida Hospital Zephyrhills. 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 the affiliation agreement on April 21, 2009.

**Recommendations:**

The staff respectfully requests approval of the affiliation agreement with Florida Hospital Zephyrhills.

RA:rmh

Attachment(s)

District School Board  
of Pasco County

APR 21 2009

Board Approved

 completed

**AFFILIATION AGREEMENT  
BETWEEN  
THE DISTRICT SCHOOL BOARD OF PASCO COUNTY**

**received**  
3/11/09 *AF*

**AND**

**Florida Hospital Zephyrhills**

**AGREEMENT**

This Affiliation Agreement ("Agreement") is between the **District School Board of Pasco County**, 7227 Land O' Lakes Boulevard, Land O' Lakes, FL 34638 (the "School") for its Health Occupations Program and **Florida Hospital Zephyrhills**, 7050 Gall Boulevard, Zephyrhills, FL 33541 ("Agency") for the purpose of affiliating to provide educational opportunity and support to health occupation students.

WHEREAS, Health Occupation students receive significant educational benefit from opportunities for observational and practice experiences;

WHEREAS, the School desires to use facilities and support of the Agency to provide those opportunities to Health Occupation students in a specified program; and

WHEREAS, the Agency wishes to participate in this program and obtain the benefits of cooperation with the School;

NOW THEREFORE, in consideration of the mutual promises and premises contained in this Agreement, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

**I. GENERAL PURPOSE**

The parties wish to engage in a School/community effort to provide for the education of health occupation students in a health care environment. To accomplish this purpose, School faculty and students may use the various departments of the Agency for observational and practice experiences. The number of health occupation students and specific dates when they will be utilizing the various departmental facilities of the Agency will be established and agreed upon by both parties in advance of the specific session to be offered. Learning experiences in the departments will be selected and the days and hours planned by the faculty of the School, in cooperation with appropriate Agency personnel.

**II. JOINT RESPONSIBILITIES**

It is essential that the parties routinely and openly discuss philosophies, identify policy and program needs and cooperate with each other to carry out the intent of this Agreement. To

District School Board  
of Pasco County

APR 21 2009

Board Approved

CONTRACT REVIEWED  
AND APPROVED:  
*Kay 4-1-09*



this end, the School and the Agency will designate representatives and exchange contact information for persons responsible for activities, arrangements and issues relating to this affiliation.

The parties will use good faith efforts to resolve any conflicts and address issues of importance between them in a timely way if such conflicts and issues arise under this Agreement.

### **III. AGENCY RESPONSIBILITIES**

To implement its responsibilities under this Agreement, the Agency will:

- A. Provide opportunities to the students for observational and practice experiences in the departmental facilities of the Agency at the sole discretion of the Agency.
- B. Provide the School with adequate classroom and conference room space, library facilities and access to instructional materials for use by the School faculty and students, where applicable, and when not in use by the Agency.
- C. Assist in the orientation of faculty and students to the physical facilities, policies, and procedures of the Agency, as required.
- D. Allow the students and faculty, at their own expense, to use cafeteria facilities in the Agency.
- E. Retain overall responsibility for quality of patient care.
- F. Cooperate with School faculty in planning the observational and practice experiences and in evaluating those experiences and related student performances.
- G. Certify to the School that:
  - 1. It is currently licensed and fully accredited by an appropriate accrediting body, if applicable.
  - 2. The individual responsible for program direction is a registered nurse currently licensed in Florida.

### **IV. SCHOOL RESPONSIBILITIES**

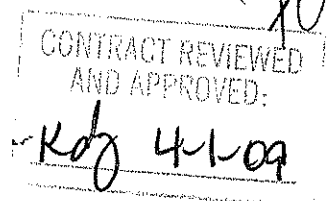
To implement its responsibilities under this Agreement, the School will:

- A. Use the proper Agency channels, as notified by the Agency, to make plans for observational and practical experiences.

District School Board  
of Pasco County

APR 21 2009

Board Approved


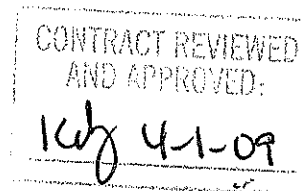


- B. Comply with current policies and procedures of the Agency.
- C. Provide the instruction, supervision and guidance required in the program, specifically:
1. Provide for a clinical coordinator and instructional supervision for all regularly scheduled experiences for students.
  2. Have faculty participate in individual and/or group conferences with appropriate Agency staff for the purpose of discussing objectives and planning for the learning experiences and for evaluating student performance.
  3. Provide the Agency annually with information as to the number of students for whom clinical experience is being requested during the ensuing year and the times when the Agency is needed for experience. Detailed plans will be submitted prior to each term. Notwithstanding the foregoing, Agency is not obligated to accept any students or offer clinical experience.
- D. Provide professional liability insurance coverage for School faculty and students under and pursuant to the terms of the District School Board of Pasco County Self-Insurance Program and general liability insurance on behalf of faculty while acting within the course and scope of employment pursuant to the terms of the applicable State of Florida Insurance Trust Fund. (Except as provided in Section VII, both adhere to the liability and sovereign immunity limits in Section 768.28, Florida Statutes.)
- E. Require that all students have medical insurance.
- F. Require that all students meet the School's requisite health requirements.
- G. Instruct each Student to attend all educational activities and adhere to applicable policies of Agency. While at the Agency for clinical education, students shall have the status of trainees, are not to replace the Agency staff and are not to render patient care and/or services, except as identified for educational value and delineated in the clinical education objectives. Any such direct contact between student and patient or service rendered shall be under the proximate supervision of a member of the medical staff of the Agency.
- H. Ensure students are properly immunized and have a health examination as required by Agency before beginning clinical experience at Agency. Proof of such health examination and immunizations must be furnished to Agency prior to assignment.

District School Board  
of Pasco County

APR 21 2009

Board Approved





- I. Require students to undergo criminal background checks and no student with a criminal record shall be assigned to Agency.
- J. Instruct each Student to wear a pictured name tag identifying his/her status with the school.

**V. REQUEST FOR WITHDRAWAL OF STUDENT**

The Agency has the right to require the School to withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the administration of said Agency, in accordance with acceptable standards of performance.

The School may, at any time, withdraw a student whose progress, conduct or work does not meet the standards of the program.

**VI. RELATIONSHIP OF PARTIES**

The relationship of the parties to each other is solely that of independent contractors, and each party is responsible for its own conduct. Neither party nor any of its officers, agents or employees will be considered an officer, agent or employee of the other nor shall anything in this Agreement be construed to create a partnership or joint venture between the parties.

**VII. SCHOOL INSURANCE**

The School shall procure and maintain, for each student assigned to the Agency, professional liability insurance with commercial insurers of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate and name the Agency as additional insured. The School shall request the insurer to provide the Agency with a current copy of a binder of insurance coverage. The School shall provide the certificate of such insurance to the Agency and notify the Agency in case of any material changes in coverage, limits, or cancellations. The Agency may immediately dismiss from the clinical practicum, any student whose liability insurance limits have been reached.

**VIII. NON-DISCRIMINATION**

Both Parties agree to assign faculty and students to programs and facilities without regard to race, creed, color, sex, religion, national origin or veterans' status of the persons involved. Delaware School Board  
of Pasco County

APR 21 2009

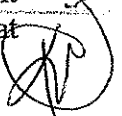
**IX. REVIEW, REVISION AND TERMINATION OF AGREEMENT**

Board Approved

This agreement is effective April 22, 2009 for a period of one (1) year, and is renewable annually for an additional two (2) years, at the mutual agreement of the parties. Any modifications to this Agreement must be made in writing and executed in the same manner as this Agreement.

CONTRACT REVIEWED  
AND APPROVED:  
*WJG 4-1-09*

The parties may terminate this Agreement at any time (1) by mutual written agreement or (2) for breach of the Agreement, or (3) without cause by giving notice to the other party at



least thirty (30) days prior to the termination; provided, however, that such termination will not become effective as to students already enrolled and participating in the program until such students have had an opportunity to complete the current clinical experience period.

### **X. HIPAA COMPLIANCE**

Each of the Parties will comply fully with all applicable state and federal laws and regulations and maintain the integrity, confidentiality and security of individual medical charts and billing records and other individually identifiable health information including HIPAA and its 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 there under.

### **XI. MEDICAL RECORDS**

Patient medical records created and maintained at the Agency are the sole and exclusive property of the Agency. Any School faculty or students assigned to programs occurring at the Agency will abide by Agency policies and procedures concerning the completion and handling of medical records. The Agency and the School (including students, faculty, employees, and agents) agree to preserve the confidentiality of all patient medical records in accordance with Florida and federal law and to use the information in such records only as necessary to perform their respective obligations under this Agreement.

### **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 and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party. EXCEPT as provided in Section VII, 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.

District School Board  
of Pasco County

APR 21 2009

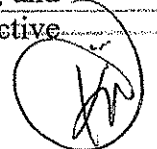
### **XIII. GENERAL PROVISIONS**

Board Approved

Use of Names: Neither party may use the name, logo, trademark, or service mark of the other in any publicity, advertising or promotional materials disseminated to the public or otherwise hold itself out as affiliated with the other party without the prior written approval of the President or designee or the Agency CEO or designee.

REVIEWED  
AND APPROVED:  
4/21/09

Notices: Any notice required or permitted under this Agreement will be in writing and sent by hand delivery or certified U.S. Mail, return receipt requested. Notice will be effective upon receipt and will be sent to the parties at their following addresses:



To Agency: Susan Lord, Director of Education  
Florida Hospital *Zephyrhills*  
813-788-0411  
7050 Gall Boulevard  
Zephyrhills, FL 33541  
Susan.lord@ahss.org

To School: Gail T. Stout, Supervisor of Career & Technical Education  
Department of Community, Career & Technical Education  
813-794-2206  
7227 Land O' Lakes Boulevard  
Land O' Lakes, FL 34638  
gstout@pasco.k12.fl.us

Either party may change any of its above addresses by giving written notice to the other party.

Governing Law, Venue: This Agreement has been entered into in the State of Florida and will be construed an interpretation in accordance with the laws of the State of Florida. Venue of any dispute will be in Pasco County, Florida.

Waiver: The failure by either party to insist upon the strict performance of any term of this Agreement will not constitute a waiver of such term or a waiver of the right to assert a breach thereof. No waiver or breach will alter or affect this Agreement, which will continue in full force until terminated.

Severability: If any provision of this Agreement is held invalid, illegal or unenforceable, the provision will either be reformed to comply with applicable law or stricken if not conformable, as not to affect the validity, legality or enforceability of the remaining provision of this Agreement, which will continue in full force.

Operating Addenda: The parties realize that during the term of this Agreement, it may become necessary to enter into Operating Addenda to address specific programs or arrangements. Operating addenda will be in writing and consistent with the intent, terms and conditions of this Agreement and will be signed by the authorized representatives of the parties.

Assignability: Neither party will assign any of its rights or delegate any of its duties under this Agreement or Operating Addenda to any other person or entity without the other party's prior written consent.

Change in Law, Regulation or Interpretation: The parties recognize that the federal government, through any of its agencies, bureaus, etc., may, in the future, implement statutes, rules, regulations or guidance that relate to the legality of the arrangement set out by this Agreement and any Operating Addenda. Should any such statute, rules, regulation, or guidance be issued during the term of this Agreement, both parties will meet and, in good faith, attempt to renegotiate any aspect of this Agreement or any Operating Addendum which may be deemed unlawful and, if no compromise can be reached, this Agreement or pertinent Addendum shall immediately terminate.

District School Board  
of Pasco County

APR 21 2009

Board Approved



OPERATING ADDENDUM REVIEWED  
AND APPROVED:

WJ 4/20/09

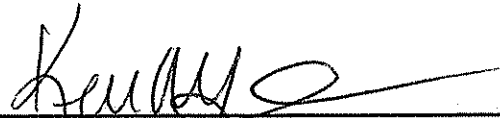
Authority: Each party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.

Entire Agreement: This Agreement constitutes the entire agreement between the parties, and all prior discussions, agreements and understandings, whether verbal or in writing, are merged into and superseded by this Agreement.

This Agreement is effective immediately upon last signature by a party.

**XIV. SIGNATURES**

Date 4-30, 2009



\_\_\_\_\_  
Kevan Metcalfe Chief Operating Officer  
Florida Hospital Zephyrhills  
Federal ID# \_\_\_\_\_

Date 4-21, 2009



\_\_\_\_\_  
District School Board of Pasco County  
Federal ID# \_\_\_\_\_

District School Board  
of Pasco County

APR 21 2009

Board Approved

CONTRACT REVIEWED  
AND APPROVED:

Madg 4-109





# District School Board of Pasco County

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Heather Fiorentino, Superintendent

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## COOPERATIVE AGREEMENT RENEWAL REQUEST

Title: Cooperative Agreement between

Florida Hospital Zephyrhills  
7050 Gall Boulevard  
Zephyrhills, FL 33541

and

District School Board of Pasco County  
for Providing Clinical Experience for Health Occupations Students

Yes, I agree to renew the Cooperative Agreement with the District School Board of Pasco County under the same terms and conditions as the existing agreement. The renewal period shall be from April 22, 2010 through April 21, 2011.

No, I do not agree to renew the Cooperative Agreement

DATE: 1/21/2010

FACILITY NAME: Florida Hospital Zephyrhills

SIGNATURE: Donald B Welch

PRINT NAME and TITLE: Donald B Welch, CFO

TELEPHONE (with area code): (813) 783-6100

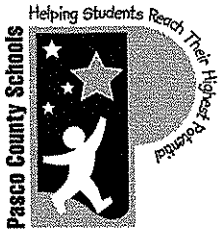
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PLEASE FAX BACK TO: (813) 794-2794  
Attention: Gail T. Stout

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CONTRACT REVIEWED  
AND APPROVED:  
Katy 1/26/10



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Heather Fiorentino, Superintendent

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April 21, 2009

## MEMORANDUM

**TO:** Honorable School Board Members

**FROM:** Kendra Goodman, CPPB, Purchasing Agent *KGD*

**SUBJECT:** Florida Hospital Zephyrhills Affiliation Agreement  
Department of Community, Career & Technical Education (CCTE)

The School District has numerous cooperative agreements with various facilities in order to provide job training experiences for CCTE students. We are requesting Board approval of the attached Affiliation Agreement between Florida Hospital Zephyrhills and the District School Board of Pasco County for students in the Health Occupations Program. Please reference the attached memo from Mr. Rob Aguila, Director of CCTE. There is no cost to the Board for this contract.

If you have any questions or concerns, please contact me at your earliest convenience.

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**MEMORANDUM**  
CCTE-201-08/09

March 6, 2009

To: Kendra Goodman, Purchasing Agent

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

Subject: **Affiliation Agreement for First Year of Three-Year Contract with Florida Hospital Zephyrhills**

**Description:**

Approval is requested for an Affiliation Agreement with Florida Hospital Zephyrhills 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 Florida Hospital Zephyrhills. 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 the affiliation agreement on April 21, 2009.

**Recommendations:**

The staff respectfully requests approval of the affiliation agreement with Florida Hospital Zephyrhills.

RA:rmh

Attachment(s)

District School Board  
of Pasco County

APR 21 2009

Board Approved

 completed

**AFFILIATION AGREEMENT  
BETWEEN  
THE DISTRICT SCHOOL BOARD OF PASCO COUNTY**

**received**  
3/11/09 AL

**AND**

**Florida Hospital Zephyrhills**

**AGREEMENT**

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The parties wish to engage in a School/community effort to provide for the education of health occupation students in a health care environment. To accomplish this purpose, School faculty and students may use the various departments of the Agency for observational and practice experiences. The number of health occupation students and specific dates when they will be utilizing the various departmental facilities of the Agency will be established and agreed upon by both parties in advance of the specific session to be offered. Learning experiences in the departments will be selected and the days and hours planned by the faculty of the School, in cooperation with appropriate Agency personnel.

**II. JOINT RESPONSIBILITIES**

It is essential that the parties routinely and openly discuss philosophies, identify policy and program needs and cooperate with each other to carry out the intent of this Agreement. To

District School Board  
of Pasco County

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Katy 4-1-09





this end, the School and the Agency will designate representatives and exchange contact information for persons responsible for activities, arrangements and issues relating to this affiliation.

The parties will use good faith efforts to resolve any conflicts and address issues of importance between them in a timely way if such conflicts and issues arise under this Agreement.

### **III. AGENCY RESPONSIBILITIES**

To implement its responsibilities under this Agreement, the Agency will:

- A. Provide opportunities to the students for observational and practice experiences in the departmental facilities of the Agency at the sole discretion of the Agency.
- B. Provide the School with adequate classroom and conference room space, library facilities and access to instructional materials for use by the School faculty and students, where applicable, and when not in use by the Agency.
- C. Assist in the orientation of faculty and students to the physical facilities, policies, and procedures of the Agency, as required.
- D. Allow the students and faculty, at their own expense, to use cafeteria facilities in the Agency.
- E. Retain overall responsibility for quality of patient care.
- F. Cooperate with School faculty in planning the observational and practice experiences and in evaluating those experiences and related student performances.
- G. Certify to the School that:
  - 1. It is currently licensed and fully accredited by an appropriate accrediting body, if applicable.
  - 2. The individual responsible for program direction is a registered nurse currently licensed in Florida.

### **IV. SCHOOL RESPONSIBILITIES**

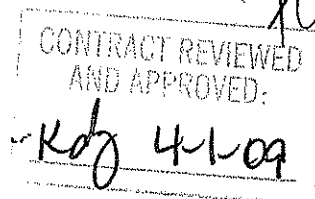
To implement its responsibilities under this Agreement, the School will:

- A. Use the proper Agency channels, as notified by the Agency, to make plans for observational and practical experiences.

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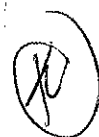
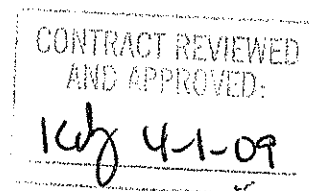


- B. Comply with current policies and procedures of the Agency.
- C. Provide the instruction, supervision and guidance required in the program, specifically:
1. Provide for a clinical coordinator and instructional supervision for all regularly scheduled experiences for students.
  2. Have faculty participate in individual and/or group conferences with appropriate Agency staff for the purpose of discussing objectives and planning for the learning experiences and for evaluating student performance.
  3. Provide the Agency annually with information as to the number of students for whom clinical experience is being requested during the ensuing year and the times when the Agency is needed for experience. Detailed plans will be submitted prior to each term. Notwithstanding the foregoing, Agency is not obligated to accept any students or offer clinical experience.
- D. Provide professional liability insurance coverage for School faculty and students under and pursuant to the terms of the District School Board of Pasco County Self-Insurance Program and general liability insurance on behalf of faculty while acting within the course and scope of employment pursuant to the terms of the applicable State of Florida Insurance Trust Fund. (Except as provided in Section VII, both adhere to the liability and sovereign immunity limits in Section 768.28, Florida Statutes.)
- E. Require that all students have medical insurance.
- F. Require that all students meet the School's requisite health requirements.
- G. Instruct each Student to attend all educational activities and adhere to applicable policies of Agency. While at the Agency for clinical education, students shall have the status of trainees, are not to replace the Agency staff and are not to render patient care and/or services, except as identified for educational value and delineated in the clinical education objectives. Any such direct contact between student and patient or service rendered shall be under the proximate supervision of a member of the medical staff of the Agency.
- H. Ensure students are properly immunized and have a health examination as required by Agency before beginning clinical experience at Agency. Proof of such health examination and immunizations must be furnished to Agency prior to assignment.

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- I. Require students to undergo criminal background checks and no student with a criminal record shall be assigned to Agency.
- J. Instruct each Student to wear a pictured name tag identifying his/her status with the school.

**V. REQUEST FOR WITHDRAWAL OF STUDENT**

The Agency has the right to require the School to withdraw any student from its facilities whose conduct or work with patients or personnel is not, in the opinion of the administration of said Agency, in accordance with acceptable standards of performance.

The School may, at any time, withdraw a student whose progress, conduct or work does not meet the standards of the program.

**VI. RELATIONSHIP OF PARTIES**

The relationship of the parties to each other is solely that of independent contractors, and each party is responsible for its own conduct. Neither party nor any of its officers, agents or employees will be considered an officer, agent or employee of the other nor shall anything in this Agreement be construed to create a partnership or joint venture between the parties.

**VII. SCHOOL INSURANCE**

The School shall procure and maintain, for each student assigned to the Agency, professional liability insurance with commercial insurers of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate and name the Agency as additional insured. The School shall request the insurer to provide the Agency with a current copy of a binder of insurance coverage. The School shall provide the certificate of such insurance to the Agency and notify the Agency in case of any material changes in coverage, limits, or cancellations. The Agency may immediately dismiss from the clinical practicum, any student whose liability insurance limits have been reached.

**VIII. NON-DISCRIMINATION**

Both Parties agree to assign faculty and students to programs and facilities without regard to race, creed, color, sex, religion, national origin or veterans' status of the persons in District School Board  
of Pasco County

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**IX. REVIEW, REVISION AND TERMINATION OF AGREEMENT**

Board Approved

This agreement is effective April 22, 2009 for a period of one (1) year, and is renewable annually for an additional two (2) years, at the mutual agreement of the parties. Any modifications to this Agreement must be made in writing and executed in the same manner as this Agreement.

CONTRACT REVIEWED  
AND APPROVED:  
*WJG 4-1-09*

The parties may terminate this Agreement at any time (1) by mutual written agreement or (2) for breach of the Agreement, or (3) without cause by giving notice to the other party at



least thirty (30) days prior to the termination; provided, however, that such termination will not become effective as to students already enrolled and participating in the program until such students have had an opportunity to complete the current clinical experience period.

### X. HIPAA COMPLIANCE

Each of the Parties will comply fully with all applicable state and federal laws and regulations and maintain the integrity, confidentiality and security of individual medical charts and billing records and other individually identifiable health information including HIPAA and its 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 there under.

### XI. MEDICAL RECORDS

Patient medical records created and maintained at the Agency are the sole and exclusive property of the Agency. Any School faculty or students assigned to programs occurring at the Agency will abide by Agency policies and procedures concerning the completion and handling of medical records. The Agency and the School (including students, faculty, employees, and agents) agree to preserve the confidentiality of all patient medical records in accordance with Florida and federal law and to use the information in such records only as necessary to perform their respective obligations under this Agreement.

### 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 and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party. EXCEPT as provided in Section VII, 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.

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### XIII. GENERAL PROVISIONS

Board Approved

Use of Names: Neither party may use the name, logo, trademark, or service mark of the other in any publicity, advertising or promotional materials disseminated to the public or otherwise hold itself out as affiliated with the other party without the prior written approval of the President or designee or the Agency CEO or designee.

APPROVAL REVIEWED  
AND APPROVED:  
w/2410

Notices: Any notice required or permitted under this Agreement will be in writing and sent by hand delivery or certified U.S. Mail, return receipt requested. Notice will be effective upon receipt and will be sent to the parties at their following addresses:



To Agency: Susan Lord, Director of Education  
Florida Hospital *Zephyrhills*  
813-788-0411  
7050 Gall Boulevard  
Zephyrhills, FL 33541  
Susan.lord@ahss.org

To School: Gail T. Stout, Supervisor of Career & Technical Education  
Department of Community, Career & Technical Education  
813-794-2206  
7227 Land O' Lakes Boulevard  
Land O' Lakes, FL 34638  
gstout@pasco.k12.fl.us

Either party may change any of its above addresses by giving written notice to the other party.

Governing Law, Venue: This Agreement has been entered into in the State of Florida and will be construed an interpretation in accordance with the laws of the State of Florida. Venue of any dispute will be in Pasco County, Florida.

Waiver: The failure by either party to insist upon the strict performance of any term of this Agreement will not constitute a waiver of such term or a waiver of the right to assert a breach thereof. No waiver or breach will alter or affect this Agreement, which will continue in full force until terminated.

Severability: If any provision of this Agreement is held invalid, illegal or unenforceable, the provision will either be reformed to comply with applicable law or stricken if not conformable, as not to affect the validity, legality or enforceability of the remaining provision of this Agreement, which will continue in full force.

Operating Addenda: The parties realize that during the term of this Agreement, it may become necessary to enter into Operating Addenda to address specific programs or arrangements. Operating addenda will be in writing and consistent with the intent, terms and conditions of this Agreement and will be signed by the authorized representatives of the parties.

Assignability: Neither party will assign any of its rights or delegate any of its duties under this Agreement or Operating Addenda to any other person or entity without the other party's prior written consent.

Change in Law, Regulation or Interpretation: The parties recognize that the federal government, through any of its agencies, bureaus, etc., may, in the future, implement statutes, rules, regulations or guidance that relate to the legality of the arrangement set out by this Agreement and any Operating Addenda. Should any such statute, rules, regulation, or guidance be issued during the term of this Agreement, both parties will meet and, in good faith, attempt to renegotiate any aspect of this Agreement or any Operating Addendum which may be deemed unlawful and, if no compromise can be reached, this Agreement or pertinent Operating Addendum shall immediately terminate.

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OPERATING ADDENDUM REVIEWED  
AND APPROVED:

WJY 4/2/09

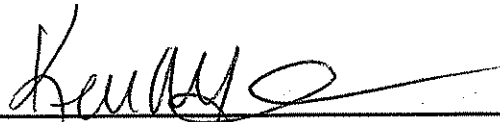
Authority: Each party represents and warrants that the person(s) signing below on its behalf has the authority to enter into this Agreement and that this Agreement does not violate any of its existing agreements or obligations.

Entire Agreement: This Agreement constitutes the entire agreement between the parties, and all prior discussions, agreements and understandings, whether verbal or in writing, are merged into and superseded by this Agreement.

This Agreement is effective immediately upon last signature by a party.

**XIV. SIGNATURES**

Date 4-30, 2009



\_\_\_\_\_  
Kevan Metcalfe Chief Operating Officer  
Florida Hospital Zephyrhills  
Federal ID# \_\_\_\_\_

Date 4-21, 2009



\_\_\_\_\_  
District School Board of Pasco County  
Federal ID# \_\_\_\_\_

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