



District School Board of Pasco County

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

Heather Fiorentino, Superintendent


www.pasco.k12.fl.us

Department of Purchasing
Kendra Goodman, CPPO, CPPB, Purchasing Agent
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March 2, 2010

MEMORANDUM

TO: Honorable School Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

RE: One-Year Contract
Cooperative Agreement with Health Care Facility
Pasco County Emergency Services Department

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 a one year agreement with the above-referenced facility for the Health Occupation Program. The one year agreement will cover the period of March 3, 2010 through March 2, 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

Department of Community, Career and Technical Education

Robert J. Aguis, Director

(813) 794-2204 Fax: (813) 794-2794

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

MEMORANDUM
CCTE-142-09/10

February 16, 2010

To: Kendra Goodman, Purchasing Agent

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

Subject: **Cooperative Agreement for One-Year with Pasco County
Emergency Services Department**

Description:

Approval is requested for a Cooperative Agreement with Pasco County Emergency Services Department to allow students in the Hudson High School First Responder program to participate in an internship experience with learning opportunities determined by the instructor and agreed upon by Pasco County Emergency Services Department. 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 First Responder program with opportunities to apply skills mastered in the classroom in a real-world work setting.

Action Requested:

School Board approval of the cooperative agreement on March 2, 2010.

Recommendations:

The staff respectfully requests approval of the cooperative agreement with Pasco County Emergency Services Department.

RA/jha

Attachment(s)

Received
2/17/10

**COOPERATIVE AGREEMENT
BETWEEN**

Pasco County Emergency Services Department
4111 Land O' Lakes Blvd., Suite 208
Land O' Lakes, FL 34639

and

THE DISTRICT SCHOOL BOARD OF PASCO COUNTY

for

Providing a Pilot Ride-Along Program Experiences for First Responder Students

I. PARTICIPATING AGENCIES:

The participating agencies in this agreement are Pasco County Emergency Services Department and the District School Board of Pasco County.

II. STATEMENT OF AGREEMENT:

There is a mutual agreement between the Administration, Pasco County Emergency Services Department (facility) and the District School Board of Pasco County (school), that Pasco County Emergency Services Department will provide facilities and accept students from the Pasco County First Responder Program for student Ride-Along Program experiences, in accordance with the provisions set forth in this agreement.

III. GENERAL PROVISIONS OF THE AGREEMENT:

1. The District School Board of Pasco County shall be responsible for the formal classroom education of the student.
2. 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.
3. 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.
4. The student will be responsible for providing his/her own lunch during the experience.
5. The student will be responsible for providing his/her own transportation during the experience.

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7. The District School Board of Pasco County will provide malpractice liability coverage for each student, the instructor, and the school in the amount of \$1,000,000 each incident or occurrence and \$3,000,000 in the aggregate.
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. District School Board of Pasco County will conduct background checks on students prior to entering Ride-Along Program. Should the background check disclose adverse information as to any student, District School Board of Pasco County will remove said student from the program.
10. 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. Students participating in the program must comply with the District School Board's Code of Student Conduct.
3. To provide concurrent related classroom instruction (formal and informal), 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 schedule of training. The schedule will indicate the exact hours each student will attend the facility 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 identification (name tags and/or program patches) for each student trainee.
7. Students understand that this training does not guarantee employment at the facility.

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

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screened with the appropriate background check as part of his/her employment and/or through the professional license/certification process related to his/her position.

3. Provide a copy of the work schedule of the facility's employees assigned to mentor 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 First Responder 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 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 experience.
3. Share and assist in the supervision and guidance of students.

VII. 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.

VIII. DISCONTINUANCE OF AGREEMENT:

The cooperative agreement may be terminated when it is the best interest of the District with 30 days written notice. Agreements canceled by the facility because of nonperformance may result in exclusion from participating on any other similar agreements offered by any public school in Pasco County, Florida. Agreements canceled because of nonperformance will be excluded from future business with the District for the full term of the agreement plus one year.

IX. RENEWAL OF AGREEMENT:

This cooperative agreement for this pilot program is for one year from date of School Board approval. At that time a new agreement continuing and/or expanding this program will require the approval of the Pasco County Board of County Commissioners and the School Board. Renewable annually by mutual agreement of both parties.

X. 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, Florida.

COVERED TRANSACTION AGREEMENT
AND APPROVED:
Kdy 2/19/10

XI. 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. 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.

XII. 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.

XIII. 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 participating in a work-based experience program because of race, color, creed, sex, national origin or handicap.

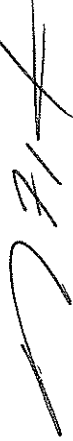
XIV. COPIES OF THIS AGREEMENT:

Copies of this agreement shall be placed on file, and be available to the following:

1. Administrator, Pasco County Emergency Services Department
2. Supervisor, Career and Technical Education
3. First Responder Instructor

PASCO COUNTY EMERGENCY SERVICES DEPARTMENT

By: _____



Anthony F. Lopinto, Emergency Services Director

Date: _____

DISTRICT SCHOOL BOARD OF PASCO COUNTY

By: _____

Date: _____

Signed and sealed in the presence of: _____

CONTRACT REVIEWED
AND APPROVED
Kdy 2/19/10

**PASCO COUNTY EMERGENCY SERVICES
AUTHORIZATION TO RIDE
EMERGENCY APPARATUS**

NAME (Print or Type): _____ DATE: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PHONE(S): _____ SS#: _____

ORGANIZATION: Hudson High School First Responder Program

POSITION/TITLE: First Responder Student

AUTHORIZED TO RIDE DATES: _____ NUMBER OF DAYS: 1 UNIT: _____

TIME: _____ TO: _____

RECOMMENDED BY: _____ TITLE: _____

This Section is for Emergency Services Administration only:

LIABILITY RELEASE SIGNED AND ATTACHED: Yes _____ No _____

HIPPA ACKNOWLEDGEMENT FORM ATTACHED: Yes _____ No _____

APPROVED BY: _____ TITLE: Rescue Chief

CONTRACT REVIEWED
AND APPROVED:
*01/16/10
Lyn*

Pasco County Emergency Services Department

Student Confidentiality Statement

Given the nature of our work, it is imperative that we maintain the confidentiality of patient information that we receive in the course of our work. The Pasco County Emergency Services Department (PCESD) prohibits the release of any patient information to anyone outside the organization and discussions of Protected Health Information (PHI) within the organization should be limited. Acceptable uses of PHI within the organization include, but are not limited to, peer review, internal audits, quality assurance, and billing. I understand that the PCESD provides services to patients that are private and confidential and that I am a crucial step in respecting the privacy rights of the PCESD's patients. I understand that it is necessary in the rendering of the PCESD services that patients provide personal information and that such information may exist in a variety of forms, such as electronic, oral, written, or photographic, and that all such confidential information is strictly confidential and protected by Federal and State laws that prohibit its unauthorized use or disclosure for treatment, payment, and health care operations.

I have attended a mandatory Health Insurance Portability and Accountability Act training session and I agree that I will comply with all confidentiality policies and procedures set in place by the PCESD during my entire ride time with the PCESD. If I, at any time, knowingly or inadvertently breach the patient confidentiality policies and procedures, I agree to notify the PCESD Privacy Officer immediately. In addition, I understand that a breach of patient confidentiality will result in termination of my permission to ride with PCESD. Upon termination of this permission for any reason or at any time upon request, I agree to return any and all patient confidential information in my possession.

I have read and understand all privacy policies and procedures that have been provided to me by the PCESD. I agree to abide by all policies or be subject to termination of permission to ride or of any membership or association with the PCESD. This is not a contract of employment and does not alter the nature of the existing relationship between the PCESD and me.

Student Signature

Date

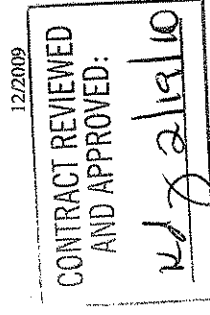
Print Student Name

Parental Signature (If under 18 years of age)

Date

Print Parent or Guardian Name

peesd/form/nipaa/bhs/frp



PASCO COUNTY EMERGENCY SERVICES DEPARTMENT
RELEASE AND WAIVER OF LIABILITY AGREEMENT

NAME: _____
ORGANIZATION: Hudson High School First Responder Program

WHEREAS, the Board of County Commissioners in and for Pasco County, Florida, operates emergency medical services within Pasco County, Florida; and

WHEREAS, the undersigned is desirous, from time to time, to ride on emergency medical vehicles operated by Pasco County, Florida, for the purpose of obtaining experience/information/training/education or as a representative of an allied or law enforcement agency; and

WHEREAS, the undersigned understands and agrees that they are not an employee and/or volunteer worker for the Pasco County Emergency Services Department; and

WHEREAS, the undersigned understands and agrees that while riding in an emergency vehicle operated by the Pasco County Emergency Services Department there are some inherent and potential dangerous hazards to the health, safety, and welfare of the undersigned, together with certain potential liability situations, which Pasco County may ultimately experience as a result of the undersigned riding in emergency medical vehicles operated by Pasco County; and

WHEREAS, the undersigned is desirous of eliminating all possible liability situations which may be incurred by Pasco County as a result of the undersigned riding in an emergency medical vehicle operated by Pasco County, Florida.

NOW, THEREFORE, for and in consideration of the permission and privilege extended to the undersigned to ride on or in an emergency medical vehicle operated by Pasco County and to attend, witness, and participate in the demonstration being conducted by the Pasco County Emergency Services Department for myself, heirs, executors, and personal representatives, I do hereby acknowledge that I am doing so entirely upon my own initiative and I assume any and all risks and responsibilities for doing so, and I do hereby further release and discharge Pasco County, its officers, agents, and employees from any and all liability, claims, debts, and rights of actions for my death on or account of any injury to me or to my property, or any type of damage which may occur as a result from riding in any emergency medical service vehicle operated by Pasco County, whether or not such death or injury is due to the negligence (including gross negligence) of any officer, agency, or employee of Pasco County, Florida.

DATED this _____ day of _____, 20____

STUDENT SIGNATURE

PARENT OR GUARDIAN (If under eighteen years of age)

WITNESS

STATE OF FLORIDA)
COUNTY OF) SS

BEFORE ME, the undersigned authority, personally appeared the following individual, _____, who being duly sworn states under oath that the facts set forth in the above agreement are true and correct to the best of his/her knowledge.

IN WITNESS WHEREOF, I have hereto set my hand and seal this _____ day of _____, 20____.

Notary Public
State of Florida
My Commission Expires: _____

CONTRACT REVIEWED
AND APPROVED:
Kdy 2/19/10