

# District School Board of Pasco County

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Heather Fiorentino, Superintendent


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

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March 1, 2011

## MEMORANDUM

**TO:** Honorable Board Members

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

**RE:** Physical Therapy and Rehabilitation Sciences Based Agreement with University of South Florida

The attached contract is for students from the University of South Florida to obtain clinical experience in a school based setting in the Pasco County School District. The first year of the contract will commence on March 2, 2011 and will continue through June 30, 2011 with two additional one-year renewable terms based on written mutual consent of both parties. There is no cost to The District. The contract has been reviewed and approved by Nancy Alfonso, School Board Attorney.

Should you have any questions regarding these services, please contact Monica Verra, Director of Exceptional Student Education.

Attachment (3)

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## AGREEMENT

This Agreement is entered into by and between the District School Board of Pasco County (hereafter "Clinic"); and the University of South Florida, Board of Trustees, a public body corporate, for its School of Physical Therapy and Rehabilitation Sciences (hereinafter "School");

### WITNESSETH THAT:

WHEREAS, School operates the School of Physical Therapy Programs hereinafter sometimes referred to as "School", "Program" or "School of Physical Therapy".

WHEREAS, it is declared that the students in said Programs obtain clinical experience; and

WHEREAS, School wishes to improve its overall educational program by providing the opportunity for its students to integrate academic theory with clinical applications; and

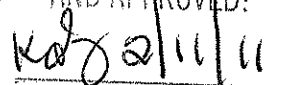
WHEREAS, Clinic desires to provide these students with clinical experience and Clinic staff with learning opportunities to improve the quality and scope of client care, to improve teaching skills and to enhance professional growth;

NOW THEREFORE, in consideration of the mutual undertakings herein set forth, the parties agree as follows:

### PART I

#### Rights, Responsibilities and Obligations of School

1. School will assume full responsibility for the planning and execution of the educational program.
  - a. School is responsible for the curriculum and will solicit suggestions from the Clinic in making periodic revisions.
  - b. School is responsible for preparing students for clinical education.
2. School will designate a School faculty member as Clinical Coordinator who will:
  - a. Arrange the scheduling of clinical education experiences cooperatively with students and Clinic's clinical instructors.
  - b. Furnish necessary information to clinical instructors concerning:
    1. Information about course objectives, outlines and content;
    2. Schedule of student assignments, dates and number of students;
    3. Specific clinical education objectives as related to course work;
    4. Evaluation mechanisms of student performance and extent to which the

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AND APPROVED:  
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clinical education experience met the clinical education objectives;

5. Mechanisms for feedback to clinical instructors concerning teaching skills.
- c. Schedule and conduct regular meetings with clinical instructors for the purpose of exchanging information. The point of contact for the scheduling of such meetings shall be as follows:

Clinical Coordinator  
University of South Florida  
School of Physical Therapy and Rehabilitation Sciences  
College of Medicine  
12901 Bruce B. Downs Blvd., MDC 77  
Tampa, FL 33612-4799  
(813) 974-2254  
FAX (813) 974-8915

3. School, in conjunction with Clinic, may designate clinical instructors who may attend continuing education programs conducted by School.
4. School will accept the responsibility of:
  - a. Providing School faculty for meetings, in-service programs or instruction of students at prearranged times of mutual convenience;
  - b. Initiating other visits upon mutual agreement.
5. School will accept ultimate responsibility, after consulting with Clinic, for:
  - a. Student discipline, although Clinic's clinical instructors have responsibility for immediate supervision of students assigned to Clinic.
  - b. Withdrawal of any student from Clinic when the student is unacceptable to Clinic for reasons of health, performance or any other reasonable cause.
6. School will inform student of Clinic's rules, regulations and policies (provided by Clinic to School pursuant to Part II, Paragraph 1.b. hereof) to which student must adhere while participating in the program at Clinic.
7. School will require all students to furnish a medical history and physical examination results to School prior to participation in this clinical educational program. The information required is identified and will be recorded on School medical forms.
8. The Students of the School who are assigned to the Clinic for clinical education programs pursuant to this Agreement are provided protection against professional and general liability claims by the University of South Florida Health Sciences Center Self-Insurance Program and the State Risk Management Trust Fund created by Florida Statutes Chapter 284, Part II.

Certificates evidencing such protection are attached as Exhibits A & B.

9. School shall train students regarding the requirements of the Centers for Disease Control and Prevention's (C.D.C.) Universal Precautions for Bloodborne Pathogens.
10. Prior to participating in the clinical education program at the Clinic, School shall provide students with basic training regarding confidentiality and privacy of protected health information under the Health Insurance Portability and Accountability Act, and all regulations issued thereunder (collectively "HIPAA").

## PART II

### Rights, Responsibilities and Obligations of Clinic

1. Clinic, with prior approval of School will designate a Clinical Supervisor to be responsible for clinical education that will:
  - a. Inform the School of staff changes in advance;
  - b. Provide School with up-to-date regulations and policies applicable to the student;
  - c. Request withdrawal of students from Clinic for appropriate reasons; and
  - d. Provide students with specific training in Clinic's HIPAA policies upon student's arrival at Clinic's facility.
2. Clinic, with prior approval of School, will designate clinical instructors who, with the Clinical Supervisor, will:
  - a. Attend clinical instructors' conferences, which will be scheduled at appropriate times;
  - b. Provide orientation to students concerning Clinic rules and procedures;
  - c. Plan student clinical education experiences through assigning clients appropriate to meet the clinical education objectives and through other appropriate learning experiences as available;
  - d. Supervise each student at a level consistent with the student's competence for safe and beneficial care of the client and for an optimal educational experience;
  - e. Provide student with on-going evaluation of performance and provide student and School with written evaluations at specified times.
3. The Clinical Supervisor and clinical instructors may request, and School shall provide, consultation with a designated faculty member of School concerning the clinical education experience, as reasonably necessary and appropriate.



4. The Clinic will:
- a. Provide emergency health care, including immediate post-exposure to bloodborne pathogens treatment, at the expense of the student who becomes ill or injured while at the Clinic;
  - b. Permit reasonable inspection of facilities on request for accreditation purposes;
  - c. Retain full responsibility for patient care and maintain administrative and professional supervision of the students insofar as their presence at the Clinic and program assignments affect the operations of Clinic and its care of patients;
  - d. Provide space (including conference room space to the extent possible) and equipment necessary for the student's clinical education experiences.
  - e. Maintain health facility licensure, as required by applicable law and meet criteria for accreditation as established by the Joint Commission on Accreditation of Healthcare Organizations, or other appropriate accrediting agency, as applicable; and
  - f. Maintain a sufficient level of staff employees to carry out the regular duties of Clinic. Students will not be expected or allowed to perform services in lieu of staff employees of Clinic.
  - g. Provide students with education regarding blood-borne pathogens appropriate to the participant's educational training at the Clinic's facility and shall maintain documentation of such education. Clinic shall make available to students, for use within the Clinic's facility, all personal protective equipment, including gloves, gowns, masks, and other supplies necessary to comply with the Centers for Disease Control guidelines, as appropriate to the student's participation in the clinical education experience.

### PART III

School and Clinic acknowledge and agree that students who participate in a clinical education program at Clinic shall have the following rights, responsibilities and obligations;

- 1. The student will be involved in planning his/her clinical education experiences having knowledge of:
  - a. Rules and policies of the Clinic;
  - b. Type of client load available in Clinic.
- 2. The student will:
  - a. Maintain health insurance;



- b. Abide by rules and policies of Clinic;
  - c. Conform to standards and practices of School;
  - d. Sign appropriate consent forms authorizing the exchange of information and educational records between School and Clinic related to student's participation and performance in the program.
3. The student is responsible for:
- a. Evaluating his/her own performance in Clinic and the extent to which the clinical education experience met the clinical education objectives;
  - b. Informing the Clinical Supervisor and clinical instructor of his/her past clinical education experience and special interest as is pertinent to the planning of the clinical education experience;
  - c. Obtaining prior written approval from Clinic and School before publishing any material relating to the clinical education experience;
  - d. Arranging for and paying for transportation, housing and other personal needs while participating in the program and procure, at student's cost, any uniforms/badges required by Clinic to be worn while participating in the program.

#### PART IV

##### Joint Responsibilities and Rights of School and Clinic;

- 1. The autonomy of the School and the Clinic will be recognized and either party may enter into agreements with other institutions at any time.
- 2. There shall be no discrimination on the basis of race, color, religion, sex, age, national origin, disability or veterans' status relating to student participation in the clinical educational program.
- 3. School and Clinic will:
  - a. Mutually determine the number of students, their level of academic education and the scheduling for educational experiences at the Clinic;
  - b. Inform each other of any changes, which may affect clinical education;
  - c. Abide by all applicable federal, state and local laws, regulations and policies in carrying out their duties under this Agreement, including the Family Educational Rights and Privacy Act and all regulations issued thereunder as concerns the exchange and release of educational records.

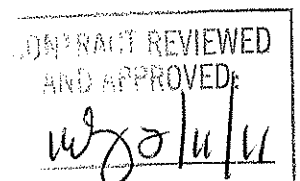


4. The applicable provisions of Executive Order 11246, Sec. 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans' Readjustment Assistance Act, and applicable regulations issued thereunder, are hereby incorporated into this Agreement by reference.
5. The intent of this Agreement is to establish a contract with the **first term beginning upon School Board approval and continuing through June 30<sup>th</sup> of 2011 with two subsequent one-year renewals beginning July 1<sup>st</sup> of 2011 continuing through June 30<sup>th</sup> of 2012 and the third year beginning July 1<sup>st</sup> of 2012 and continuing through June 30<sup>th</sup> of 2013** based upon mutual agreement, evidenced in writing and signed by authorized representative of both parties, and final approval by the School Board. The parties agree to review the working relationship and affiliation under this Agreement at least annually. The parties may amend this Agreement at any time, upon mutual written agreement of the parties, as provided herein. Either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party; provided, however, that the Agreement shall continue in effect after termination as necessary to permit all students who are participating in a clinical education program at the Clinic when notice of termination is given to complete their clinical education experience at Clinic as previously scheduled.
6. Students shall not be compensated for their participation in the program, nor shall they be considered to be employees of Clinic or School.
7. At all times during the term of this Agreement, the relationship between School and Clinic shall be that of independent contractors, and this Agreement shall not be considered to form any type of partnership or joint venture between them. Employees of School shall not be considered to be employees of Clinic, and employees of Clinic shall not be considered to be employees of School, for any purpose.
8. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior discussions, agreements and understandings, whether oral or written, regarding the subject matter hereof. This Agreement may be amended or modified only by mutual agreement of the parties, provided that all amendments or modifications shall be in writing and signed by authorized representatives of both parties.
9. In the event that either party breaches the Agreement, the non-breaching party may give the breaching party written notice specifying the breach sent by certified mail, return receipt requested to the party's address listed below, and if the breaching party fails to cure such breach within thirty (30) days from receipt of notice thereof, the non-breaching party may terminate this Agreement upon written notice to the breaching party, effective upon receipt.

Vice President for Health Sciences Center  
 Dean of College of Medicine  
 University of South Florida  
 12901 Bruce B. Downs Blvd, MDC Box 2  
 Tampa, FL 33612

Kendra Goodman, CPPB, Purchasing Agent  
 District School Board of Pasco County  
 20430 Gator Lane  
 Land O' Lakes, FL 34638  
 (813) 794-2222

With Copies to:



Director, School of Physical Therapy  
University of South Florida  
12901 Bruce B. Downs Blvd., MDC 77  
Tampa, FL 33612

Office of the General Counsel  
University of South Florida  
4202 East Fowler Avenue, ADM 250  
Tampa, FL 33620

Each party may change the address for notices to such party at any time by written notice to the other party.

10. The initial point of contact for each party with respect to this Agreement and the program shall be the School's designated Clinical Coordinator and the Clinic's designated Clinical Supervisor.
11. 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 will be governed by the provisions of Section 768.28 (5), Florida Statutes.
12. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Neither party may assign any of the rights or obligations set forth herein without prior written consent of the other party. Any attempted assignment shall be void and of no effect if not in compliance with this provision.
13. This Agreement may be signed in counterparts, each of which is deemed to be an original, but all of which together constitute one and the same Agreement.
14. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party to be charged. No waiver of or failure to exercise any option, right or privilege under the terms of this Agreement by either of the parties hereto on any occasion or occasions shall be construed to be a waiver of the same, or of any other option, right or privilege on any other occasion.

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AND APPROVED:  
*[Handwritten Signature]*



IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

USF BOARD OF TRUSTEES:

For CLINIC:

By: Patricia C. Haynie for  
Stephen K. Klasko, MD, MBA  
CEO & Senior Vice President of USF Health  
Dean of the College of Medicine

By: Joanne Hurley, Board Chairwoman  
District School Board of Pasco County

By: W.S. Quillen  
William S. Quillen, PT, PhD, SCS, FACSM  
Associate Dean  
Professor & Director of Physical Therapy  
USF College of Medicine

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**EMPLOYMENT/EMPLOYEE BACKGROUND CHECKS:**

THAT the students participating in the program at the Agency shall be required to comply with the background screening requirements set forth in Sections 1012.32 and 1012.465, Florida Statutes, in accordance with Agency's rules and procedures and meet the standards set forth in the applicable statute. The cost for the background screening shall be solely borne by the student. In the event a student has completed the background check and meets the statutory standards and is subsequently convicted of any disqualifying offense, the student will notify the Agency within 48 hours of such disqualifying event. The Agency may immediately remove the student for such a disqualifying offense.

I hereby agree to the above requirement.



on behalf of University of South Florida  
Signature of Certifying Official

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AND APPROVED:  
