

District School Board of Pasco County

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

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Department of Purchasing

Kendra Goodman, CPPO, CPPB, Purchasing Agent

813/ 794-2221 Fax: 813/ 794-2111 727/ 774-2221 TDD: 813/ 794-2484

352/ 524-2221 e-mail: kgoodman@pasco.k12.fl.us

July 20, 2010

MEMORANDUM

TO:

Honorable School Board Members

FROM:

Kendra Goodman, CPPO, CPPB, Purchasing Agent

RE:

Cooperative Agreement with Health Care Facility

MF Heritage, LLC d/b/a Heritage Park

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 above facility for internships.

The services covered under this contract are considered professional services and therefore are exempt from the competitive pricing requirements as outlined in DOE's Section 6A-1.012. This agreement will cover the period of July 21, 2010 through June 14, 2011.

At this time, we respectfully request that The Board to approve the attached agreement with the above-referenced facility for the Health Occupation Program. The first year of this agreement will cover the period of July 21, 2010 through June 14, 2011, if approved by the board on July 20, 2010. This agreement and subsequent renewals will be subject to final approval by the School Board. 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 (One (1) original contract)

Date/Time: July 14, 2010 09:00:00



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 (727) 774-2204 TDD: (813) 794-2484

(352) 524-2204

E-mail: raguis@pasco.k12.fl.us

MEMORANDUM CCTE-257R-09/10

July 20, 2010

To:

Kendra Goodman, Purchasing Agent

From:

Rob Aguis, Director of Community, Career & Technical Education

Subject:

Cooperative Agreement with MF Heritage, LLC d/b/a Heritage Park

Description:

Approval is requested for a Cooperative Agreement with MF Heritage, LLC d/b/a Heritage Park 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 MF Heritage, LLC d/b/a Heritage Park. 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 this agreement on July 20, 2010.

Recommendations:

The staff respectfully requests approval of the cooperative agreement with MF Heritage, LLC d/b/a Heritage Park.

RA:rmh

Attachments



COOPERATIVE AGREEMENT BETWEEN

MF Heritage, LLC d/b/a Heritage Park 37135 Coleman Avenue Dade City, FL 33525

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 are MF Heritage, LLC d/b/a Heritage Park and the District School Board of Pasco County.

II. STATEMENT OF AGREEMENT:

There is a mutual agreement between the MF Heritage, LLC d/b/a Heritage Park (facility) and the District School Board of Pasco County (school), that MF Heritage, LLC d/b/a Heritage Park will provide facilities and accept adult Certified Nursing Assistant program students from the Pasco County Health Occupations Program for student experiences, in accordance with the provisions set forth in this agreement.

III. GENERAL PROVISIONS OF THE AGREEMENT:

- 1. The education of the student shall be the primary purpose of the education programs.
- 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 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.
- 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.

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 ensure that its personnel undergo appropriate criminal background screening in accordance with state and federal requirements.
- 4. To provide concurrent related classroom instruction, as needed to meet the objectives of the program.
- 5. To maintain individual records of class and clinical instruction, and to evaluate the competency of each student.
- 6. 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.
- 7. Maintain at all times during the term of this agreement, professional liability insurance with minimum limits of \$1,000,000 per incident and \$3,000,000 in the aggregate.
- 8. To provide malpractice liability coverage for each student, the instructor, and the school in the amount agreed upon by both agencies during the course of the program.
- 9. 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.
- 10. 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.
- 11. To provide identification (name tags and/or program patches) for each student trainee.
- 12. Students participating in the program must comply with the District School Board's Code of Student Conduct.
- 13. Students understand that this training does not guarantee employment at the facility.



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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 request 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.

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.

VIII. 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.



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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.

X. RENEWAL OF AGREEMENT:

This cooperative agreement is a one-year agreement, renewable annually by mutual agreement of both parties. The agreement covers the period from date of School Board approval through June 14, 2011. This agreement and subsequent renewals will be subject to final approval by the School Board. Any mutually agreed upon changes will be by written amendments and will be effective at the beginning of the renewal date(s).

XI. <u>VENUE</u>:

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, State of Florida.

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. 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.

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. RIGHTS:

The rights under this agreement may not be delegated by either party to this agreement unless said party first obtains the expressed written consent of the other party.

AND APPROVED:

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XVI. COPIES OF THIS AGREEMENT:

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

- 1. Administrator, MF Heritage, LLC d/b/a Heritage Park
- 2. Craig Robinson, Chief of Operations, Gulf Coast Health Care, LLC
- 3. Supervisor, Career and Technical Education
- 4. Health Occupations Instructor

	MF Heritage, LLC d/b/a Heritage Park By: //www.h/andways
	Date: That 9, 20,0
Signed and sealed in the presence of:	District School Board of Pasco County
	By:
	Date

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BUSINESS ASSOCAITE AGREEEMNT

This BUSINESS ASSOCIATE AGREEMENT is made this 9th day of June, 2010, by and between MF Heritage, LLC d/b/a Heritage Park located at 37135 Coleman Avenue, Dade City, Florida 33625-4526, ("FACILITY") and District School Board of Pasco County ("CONTRACTOR"), whose address is 7227 Lend O'Lakes Boulevard, Land O'Lakes, Florida 34639. In consideration of the mutual promises set forth below in the body of this agreement, the parties agree as follows:

RECITALS

WHEREAS, FACILITY is a licensed and certified nursing facility in the state of Florida;

WHEREAS, CONTRACTOR provides services to or on behalf of FACILITY that may require FACILITY to disclose the individually identifiable health information on behalf of FACILITY (hereinafter collectively referred to as Data):

WHEREAS, it is FACILITY's policy to protect the confidentiality of Data, and to disclose such Data only under circumstances and in a manner that is permissible by law, and to require the same of any and all business associates with whom it contracts;

WHEREAS, this Agreement addresses the conditions under which FACILITY will disclose and CONTRACTOR will obtain and use Data:

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

DEFINITIONS

<u>Disclose</u>. The release, transfer or provision of access to Data, whether oral or recorded in any form or medium.

Health Information (Data). Any information, whether oral or recorded in any form or medium, that relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual.

Identifying Characteristic. Includes all of the following, as well as any other unique information: name; address; names of relatives; name of employers; all elements of dates, including birth date, admission date, discharge date, etc.; telephone numbers; fax numbers; electronic mail address; social security number; Medicaid record number; health plan beneficiary number; account number; certificate/license number; serial number of a vehicle or other device; internet URL; internet protocol (IP) address number; blometric identifiers, including finger and voice prints; and photographic images.

Individually Identifiable. Information that contains any Identifying characteristic.

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CONTRACT REVIEWED
AND APPROVED:

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<u>Use</u>. The sharing, employment, application, utilization, examination, or analysis, in any form or medium, of Data within the CONTRACTOR organization.

- CONFIDENTIALITY. CONTRACTOR agrees to maintain the confidentiality of any Data provided to it by Facility in accordance with all applicable Federal, State and local laws and regulations, and more specifically, in accordance with the following:
 - A. CONTRACTOR represents and warrants that Data will be used and disclosed solely as necessary to perform the agreed to services to or on behalf of FACILITY, and FACILITY relies upon such representation and warranty in providing the Data.
 - B. CONTRACTOR represents and warrants that it will not use, disclose, release, reveal, show, sell, rent, lease, loan, publish, or otherwise grant access to Data in any manner that is prohibited by law or regulation, or in any manner that would be a violation of any law or regulation if it were to have been done by FACILITY.
 - C. CONTRACTOR represents and warrants that if it uses, discloses, releases, reveals, shows, sells, rents, leases, loans, publishes, or otherwise grants access to Data or an element of Data, it will do so only in the minimum amount and to the minimum number of individuals necessary to achieve the purpose of the services being rendered to or on behalf of FACILITY.
 - D. CONTRACTOR agrees that no finding, listing or information derived from the Data, with or without identifiers, may be released if such finding, listing or information contains any, combination of data elements that might allow the deduction of an individual's identification without first obtaining written authorization from FACILITY. CONTRACTOR agrees that FACILITY shall be the sole judge as to whether any finding, listing, information or any combination of Data identifiers or would, with reasonable effort, permit one to identify an individual or to deduce the identity of an individual to a reasonable degree of certainty.
 - E. CONTRACTOR agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of Data that it receives from FACILITY, and to prevent individuals not involved in performing the services that it provides to FACILITY from using or accessing the Data.
 - F. CONTRACTOR agrees that it will immediately report to FACILITY any use or disclosure of Data received from FACILITY that is not authorized by or otherwise constitutes a violation of this Agreement.
 - G. CONTRACTOR agrees that if FACILITY determines or has a reasonable belief that CONTRACTOR may have used, made a disclosure of, or permitted access to Data in a way that is not authorized by this.



Agreement, then FACILITY may in its sole discretion require CONTRACTOR to: (a) promptly investigate and provide a written report to FACILITY of the CONTRACTOR's determination regarding any elleged or actual unauthorized disclosure, access, or use; (b) cease such practices immediately; (c) return to FACILITY, or destroy, all Data; and (d) take any other action FACILITY deems appropriate.

- H. If it becomes necessary for CONTRACTOR to share Data that has been disclosed to it by FACILITY with any person or any entity who is not an employee of CONTRACTOR, then CONTRACTOR agrees to cause such person or entity to enter into a written agreement in which the person or entity agrees to abide by all of the terms to which CONTRACTOR is subject under this Agreement with respect to the Data:
- I. CONTRACTOR understands that FACILITY is subject to state and federal laws governing the confidentially of the Data. CONTRACTOR agrees to abide by all such laws, whether or not fully articulated herein, and to keep the Data in the same manner and subject to the same standards as is required of FACILITY.
- J. CONTRACTOR may use Data as necessary for the proper management and administration of CONTRACTOR, and to carry out its legal responsibilities, if: (a) the disclosure is required by law; or (b) CONTRACTOR obtains reasonable assurances from the person to whom Data is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies CONTRACTOR of any instances of which it is aware in which the confidentiality of Data has been breached.

2. RELATIONSHIP TO INDIVIDUALS WHO ARE THE SUBJECTS OF DATA.

- A. CONTRACTOR agrees that FACILITY and the applicable individual retain all ownership rights to the Data, and that CONTRACTOR does not obtain any right, title or interest to the Data furnished by FACILITY.
- B. CONTRACTOR agrees to comply with all lawful requests of Individuals who are subjects of Data to permit access to Inspect and obtain a copy of their Data about the Individual that is subject to this agreement, as required by law, within thirty (30) days of such request.
- C. CONTRACTOR agrees that, within fifteen (15) days of a request being made, it will provide FACILITY with any Data requested by FACILITY.
- D. CONTRACTOR agrees to make Data available for amendment and to immediately incorporate any amendments or corrections to an individual's health information upon request by FACILITY in accordance with applicable law.

E. CONTRACTOR agrees to make available the information required to provide an accounting of disclosures in accordance with applicable law.

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- 3. <u>REQUEST FOR DATA</u>. CONTRACTOR agrees that it will use all reasonable efforts to limit its request for Data to a minimum amount of Data necessary to achieve the purpose for which the request is being made.
- MAINTENANCE OF DATA. CONTRACTOR agrees that upon lermination of the 4. Agreement, CONTRACTOR shall contact FACILITY with regard to any Date currently in its possession that was received from or created on behalf of FACILITY, and determine whether FACILITY wishes to have the Data returned to It or destroyed. If feasible, CONTRACTOR agrees to proceed in accordance with the FACILITY's instruction to return or destroy Data within thirty (30) days of receiving such instruction. If FACILITY elects to have the Data destroyed, CONTRACTOR agrees to destroy the Data in a manner and by a method acceptable to FACILITY. If returning or destroying the Data is not feasible on account of a regulatory duty imposed on CONTRACTOR by law, or other valid reason, CONTRACTOR agrees that the protections afforded to such Data by this contract will extend indefinitely beyond the term of this Agreement, and that CONTRACTOR will limit further uses and disclosures to those purposes that make the return or destruction of the Data Infeasible. CONTRACTOR further agrees that no Data, copies of Data, or parts thereof, shall be retained when the aforementioned Data are returned or destroyed.
- 5. AVAILABILITY OF DATA. CONTRACTOR shall make any and all internal practices, books, records and Data related to this Agreement available to FACILITY for inspection and/or audit upon requeet by FACILITY. In addition, CONTRACTOR agrees to make its internal practices, books and records relating to the use and disclosure of Data available to the Department of Health and Human Services for review, upon the request of the Secretary of that Department.
- 6. CREATION OF DATA. CONTRACTOR agrees that if for any reason it creates information in any form that contains an identifying characteristic of one or more of FACILITY's residents, that such information will be treated as if it were disclosed from FACILITY to CONTRACTOR, and thus, that such information will be subject to all the protections afforded by this Agreement.
- 7. DISCLOSURE OF INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION. FACILITY agrees to disclose health information that may identify an individual to CONTRACTOR upon its own volition, upon CONTRACTOR's request, or upon the request of a third party if such disclosure is permissible by law, so that CONTRACTOR may provide the agreed to services to or on behalf of FACILITY, unless FACILITY otherwise objects to the disclosure, or CONTRACTOR is no longer providing the services to FACILITY.
- TERM. This Agreement shall commence as of the Commencement Date, and shall continue for so long as CONTRACTOR provides agreed upon services to or on behalf of FACILITY.



ARD APPROVED:

9. <u>TERMINATION</u>.

10.

- A. This Agreement shall be considered terminated if CONTRACTOR no longer provides any services for FACILITY.
- D. This Agreement may be terminated immediately by FACILITY in the event of any breach of this Agreement.

EFFECT OF TERMINATION. The termination of this Agreement shall have no effect on CONTRACTOR's obligation to treat the contents of Data as confidential.

INDEMNIFICATION CONTRACTOR will indemnify and hold FACILITY (including FACILITY's Board of Directors, Individually and collectively, and its officers, owners, employees, agents, and other representatives, individually and collectively) harmless from and against all claims, demands, costs, expenses, liabilities and losses, judiciding reasonable attorneys' fees and punitive damages.

1. See attackment A which may arise against FACILITY as a result of any violation of this Agreement.

12. <u>NOTICES</u>. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

FACILITY:

Herilage Park

87135 Coleman Avenue Dade City, FL 33525-4526 Attention: Administrator

and to:

Guil Coast Health Care, LLC

2 North Palafox Street Pensacola, FL 32502 Attention: Cralg Robinson,

President

CONTRACTOR:

District School Board of Pasco County

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7227 Land O'Lakes Boulevard

Land O'Lekes, FL 34639

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13. ASSIGNMENT. No assignment of this agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto, provided, however, that this Agreement may be assigned by FACILITY to any successor entity operating FACILITY, and such assignment shall forever release FACILITY hereunder.

- 14. WAIVER OF BREACH. The walver by either party of a breach or violation of any provision of this agreement shall not operate as, or be construed to be a walver of any subsequent breach of the same or other provision hereof.
- 15. <u>SEVERABILITY</u>. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remaindor of this agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- GENDER AND NUMBER. Whenever the context hereof requires, the gender of all words shall include the singular and plural.
- 17. ENTIRE AGREMENT. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof, and all prior and contemporaneous understandings, agreements and representations, whether oral or written, with respect to such matters are superseded.
- 18. <u>AMENDMENTS</u>. This Agreement may only be amended by the written consent of both parties.
- BINDING EFFECT. This Agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
- 20. NON-EXCLUSIVITY. Nothing in this Agreement shall be construed as limiting the right of either party to affiliate or contract with any other person or entity on either a limited or general basis while this Agreement is in effect.
- 21. INCORPORATION OF RECITALS. The aforesald Recitals are hereby incorporated into this Agreement as if fully set forth herein.

IN WITNESS WHEREOF, the parties by their duly authorized representatives have entered into this Agreement as of the date first above written.

FACILITY: MF Heritage Park, LLC d/b/a Heritage Park d/b/a Heritage Park

Jeffety Ward, Administrator

CONTRACTOR: District School Board of Pasco County

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Attachment A - MF Meritogo, LLC dibla Herilage Park

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.

MF Mentage / LC dib/a Heritage Park

lool Administrator

Kengra Goodman, CPPO, CPPB

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Purchasing Agent

District School Board of Pasco County