



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

September 7, 2010

MEMORANDUM

TO: Honorable School Board Members

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

SUBJECT: Renewal of Contract on Behalf of Exceptional Student Education (ESE) Department
Emory University, School of Medicine, Division of Physical Therapy

Since 2006, the District has had a contract with Emory University. The contract is utilized by Mr. Lee Roberts, Coordinator of Clinical Education with the District's ESE Department. The agreement allows Emory students to obtain clinical experience in a school-based setting, while allowing the District to improve its overall educational program by providing opportunity for students to integrate academic theory with practical applications.

This agreement has a three-year term, renewable annually at the mutual agreement of the parties. The first year term will expire on September 11, 2010.

Emory University has agreed to the term extension in writing (attached). The second-year extension will cover the period September 12, 2010 through September 11, 2011. Under the contract, Emory assumes full responsibility for planning of the educational program. Students are not compensated for their participation in the program (i.e., there is no cost to the District), and they are not considered employees of either Emory or the District. If you have any questions or concerns, please contact Monica Verra, Director of Exceptional Student Education, or me at your earliest convenience.

KDG/dam
Attachments



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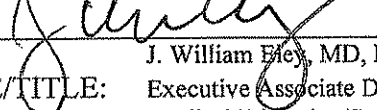
Department of Purchasing
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352/524-2221 e-mail: kgoodman@pasco.k12.fl.us

AGREEMENT RENEWAL REQUEST EMORY UNIVERSITY – DIVISION OF PHYSICAL THERAPY DEPT. OF REHABILITATION MEDICINE

 X Yes, I agree to renew the Agreement listed above, under the same terms and conditions as the original agreement, with the District School Board of Pasco County. The renewal term is September 12, 2010 – September 11, 2011.

 No, I do not agree to renew the above-referenced Agreement with the District School Board of Pasco County.

COMPANY NAME: EMORY UNIVERSITY SCHOOL OF MEDICINE

SIGNATURE:  DATE: 09/23/2010
PRINTED NAME/TITLE: J. William Eley, MD, MPH E-MAIL: NA
Executive Associate Dean for
Medical Education/Student Affairs
TELEPHONE W/AREA CODE: NA FAX W/AREA CODE: NA

By agreeing to renew, vendor acknowledges and agrees to be in compliance with the "Jessica Lunsford Act," effective 9/1/2005 and as amended 7/1/2007. Vendors conducting business with the District School Board of Pasco County (DSBPC) who will (1) be on school grounds when students are present, or (2) who have direct contact with students, or (3) have access to or control of school funds, must be Level 2 fingerprinted by DSBPC Human Resources. If any of the above criteria apply to this contract, you must have those individuals Level 2 fingerprinted and screened by the DSBPC Human Resources Department prior to commencement of services or work. With this renewal, you must provide a list of employees who will be fingerprinted. Please contact (813) 794-2521 to arrange for a fingerprinting appointment. Costs associated with this background screening are to borne by the vendor. Initial cost is currently \$61.00/person and may be purchased with a money order. Each subsequent year will cost \$6.00 per person.

The contracting company certifies, by submission and signature of this form, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of Florida Statute 287.133(2)(a).

PLEASE FAX BACK TO:

DISTRICT SCHOOL BOARD OF PASCO COUNTY
ATTENTION: ARLENE ZIMNEY, CPPB, C.P.M., BUYER
PURCHASING DEPARTMENT
20430 GATOR LANE
LAND O' LAKES, FL 34638
(813) 794-2504 (PHONE)
(813) 794-2111 (FAX)



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 Exceptional Student Education
April Stephenson, Bookkeeper
813/794-2764 Fax: 813/794-2117
727/774-2764 TDD: 813/794-2484
352/524-2764 email: astephen@pasco.k12.fl.us

MEMORANDUM
ESE-10/11-AS-014

DATE: September 7, 2010

TO: Kendra Goodman, CPPO, CPPB, Purchasing Agent

FROM: April Stephenson, Bookkeeper, Exceptional Student Education
Monica Verra, Ed. D., Director of Exceptional Student Education *MV*

RE: Agreement Renewal Request Emory University – Division of Physical Therapy Dept. of Rehabilitation Medicine from September 12, 2010 through September 11, 2011 (Year two)

Since 2006 the Exceptional Student Education Department has had an agreement with Emory University, through its School of Medicine, Division of Physical Therapy, to allow Emory physical therapy students to obtain clinical experience in a school-based setting. It allows the District to improve its overall educational program by providing opportunities for students to integrate academic theory with practical applications.

The original agreement had a three-year term, renewable annually at the mutual agreement of the parties. The final term ran through September 11, 2009. We then moved to AMENDMENT A RENEWAL OF AGREEMENT. This renewal of agreement has a three-year term, renewable annually at the mutual agreement of the parties. Year one commenced on September 12, 2009 and continues through September 11, 2010.

On behalf of the Exceptional Student Education Department, please request permission from the School Board to renew for year two under the same terms and conditions as the original agreement. Year two will commence on September 12, 2010 and continue through September 11, 2011. Emory has agreed in writing to renew. There is no cost to the District.

Thank you for your assistance with this request.

MV/as

xc: Ruth B. Reilly, Assistant Superintendent for Curriculum and Instructional Services

AGREEMENT

This Agreement is entered into by and between Pasco County School System.(hereafter "Clinic") and Emory University, through its School of Medicine, Division of Physical Therapy (hereinafter "School");

WITNESSETH THAT:

WHEREAS, School operates the Division of Physical Therapy Programs hereinafter sometimes referred to as "School", "Program" or "Division of Physical Therapy" in its Department of Rehabilitation Medicine.

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

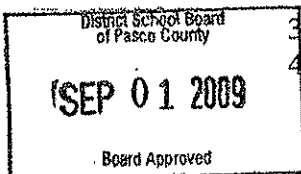
Rights, Responsibilities and Obligations of School

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

District School Board
of Pasco County

SEP 12 2005

Board Approved



AMENDMENT A
RENEWAL OF AGREEMENT

BETWEEN

EMORY UNIVERSITY through its SCHOOL OF MEDICINE

AND

DISTRICT SCHOOL BOARD OF PASCO COUNTY

Emory University through its School of Medicine on behalf of its Department of Rehabilitation Medicine, Division of Physical Therapy and District School Board of Pasco County mutually agree to renew without modification the Memorandum of Agreement between Emory University, through its School of Medicine and District School Board of Pasco County entered into effective September 12, 2006 for a three (3) year term that will expire on September 11, 2009.

The term of this RENEWAL shall be for a period of three (3) years, renewable annually at the mutual agreement of the parties, commencing on September 12, 2009 and ending on September 12, 2012, unless earlier terminated or amended pursuant to the terms in the Agreement.

Emory University, through its School of Medicine

By: 
J. William Eley, M.D., M.P.H.
Executive Associate Dean for Medical Education and Student Affairs

Date: 07/28/2009

District School Board of Pasco County

By: 
Frank Parker

Title: Chairman

Date: 9/1/09

District School Board
of Pasco County
SEP 01 2009
Board Approved

CONTRACT REVIEWED
AND APPROVED:
Katy Shalga

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. Unless terminated sooner as provided herein, the term of this Agreement shall be a period of one (1) year, commencing on September 12, 2006, and may be renewed annually thereafter by mutual agreement of the parties for two (2) additional one (1)-year terms, evidenced in writing and signed by authorized representatives of both parties. 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.

Board of Supervisors
of Kern County

SEP 12 2006

Approved

SEP 01 2006
Board Approved

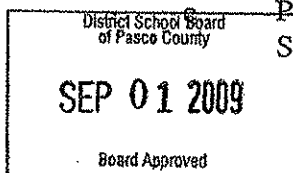
Should any of the insurance policies be written on a claims-made basis, insurance requirements shall survive the expiration of this Agreement and extended coverage shall be afforded for at least two (2) years after the expiration of this Agreement. Such insurance shall be non-cancelable and not subject to material change without a prior thirty (30) day written notice to the other party. The Clinic shall have a right to terminate this Agreement in the event of changes in School's insurance that are unacceptable.

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 who 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;
- Provide student with on-going evaluation of performance and provide student and School with written evaluations at specified times.



District School Board
of Pasco County

SEP 12 2009

Board Approved

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.

5. The Clinic shall secure and maintain at all times during the term, at its sole expense, appropriate general and professional liability insurance coverage in amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate with insurance carriers or self-insurance programs covering itself and its employees, including the Clinical Supervisor and clinical instructors participating in the clinical education program under this Agreement. In addition, Clinic shall maintain excess coverage of at least \$5,000,000 over and above the primary limits, which shall apply if the primary limits should be exhausted. Should any of the insurance policies be written on a claims-made basis, insurance requirements shall survive the expiration of this Agreement and extended coverage shall be afforded for at least two (2) years after the expiration of this Agreement. Such insurance shall be non-cancelable and not subject to material change without a prior thirty (30) day written notice to the other

District School Board
 of Pasco County
 SEP 01 2009
 Board Approved

District School Board
 of Pasco County
 SEP 12 2009

party. The School shall have a right to terminate this Agreement in the event of changes in Clinic's insurance that are unacceptable.

PART III

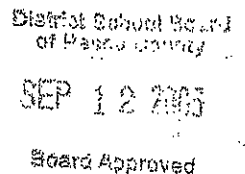
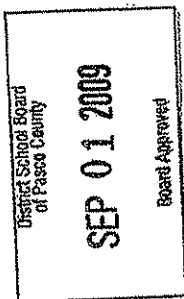
School and Clinic acknowledge and agree that students who participate in a clinical education program at Clinic shall have the following rights, responsibilities and obligations;

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. Unless terminated sooner as provided herein, the term of this Agreement shall be a period of one (1) year, commencing on September 12, 2006, and may be renewed annually thereafter by mutual agreement of the parties for two (2) additional one (1)-year terms, evidenced in writing and signed by authorized representatives of both parties. 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.

School Board
of Perry County

SEP 12 2009

Approved

SEP 01 2009
Board Approved

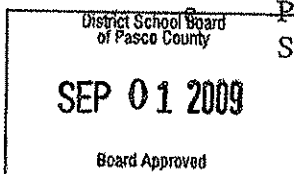
Should any of the insurance policies be written on a claims-made basis, insurance requirements shall survive the expiration of this Agreement and extended coverage shall be afforded for at least two (2) years after the expiration of this Agreement. Such insurance shall be non-cancelable and not subject to material change without a prior thirty (30) day written notice to the other party. The Clinic shall have a right to terminate this Agreement in the event of changes in School's insurance that are unacceptable.

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

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 - 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;
- Provide student with on-going evaluation of performance and provide student and School with written evaluations at specified times.



District School Board
of Pasco County
SEP 12 2009
Board Approved

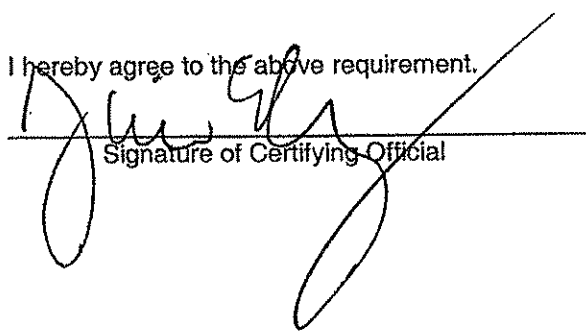
CERTIFICATION FOR EMPLOYEE/EMPLOYMENT BACKGROUND:

A. Emory Physical Therapy Students ("PT Students") will comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, by certifying that they will complete the background screening required by the referenced statutes and meet the standards established by the statutes. Background screenings must be completed through the District School Board of Pasco County Human Resources Department. This certification will be provided to the District, school and Purchasing Department in advance of the PT Students providing any services on campus while students are present. The PT Students will bear the cost of acquiring the background screening required by Section 1012.32, F.S., and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to PT Students. PT Student agrees that in the event the PT Student has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, PT Student will notify the School or District Department within 48 hours of such. The parties agree that in the event that the PT Student fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the School or District to terminate immediately with no further responsibility to perform any other duties under this contract.

Effective October 1, 2006 the Florida Department of Law Enforcement opened a new shared fingerprint database that is available to all School Districts in Florida. Vendors and their employees who were fingerprinted after October 1, 2006 in any county in Florida are now on the state fingerprinting database. Vendors and their employees who have been fingerprinted in one School District now have the ability to notify other School District's Human Resources Department of there fingerprinting status by providing the name of the School District in which they were fingerprinted, employee name and social security number. This legislation alleviates the issue of requiring vendors to be fingerprinted in every District in which they provide services.

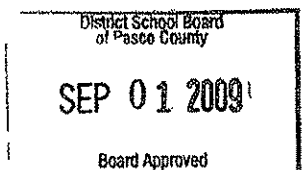
- B. **Any costs associated with the screening are the sole responsibility of the PT Student.** If Level 2 background and fingerprinting needs to be conducted, please contact Pasco County School Board, Human Resources at (813) 794-2521. The initial cost is currently \$61.00 per person and may be purchased with a money order or on-line with a credit card at <http://www.fiprints.com>. Each subsequent year will cost \$6.00 per person. If you have any questions on this process, please contact the District's Human Resources Department at (813) 794-2521.
- C. **Mr. Lee Roberts, Coordinator of Clinical Education for the District School Board of Pasco County, will provide a list of PT Students that will participate in this contract for fingerprinting appointments with the District's Human Resources Department.**

I hereby agree to the above requirement.



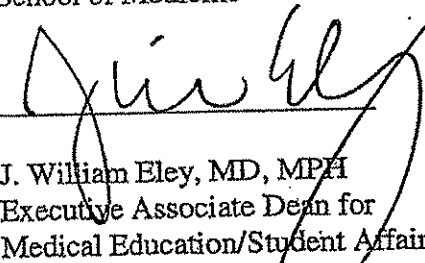
Signature of Certifying Official

on behalf of Emory University, through
(Company Name)
its School of Medicine



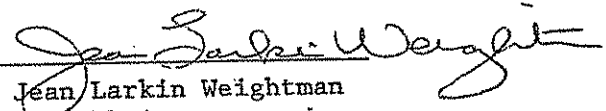
IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the
12th day of September, 2006.

Emory University, through its
School of Medicine

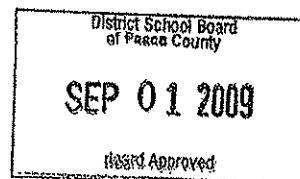


J. William Eley, MD, MPH
Executive Associate Dean for
Medical Education/Student Affairs

For Clinic:



Jean Larkin Weightman
Vice Chairman



District School Board
of Pasco County

SEP 12 2009

Board Approved