



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

November 16, 2010

MEMORANDUM

TO: Honorable Board Members

FROM: Kendra Goodman, CPPO, CPPB, Purchasing Agent 

RE: First Year of Three-Year Contract
Affiliation Agreement with Health Care Facility
LP New Port Richey, LLC d/b/a Southern Pines Healthcare Center

The School District has numerous cooperative agreements with various health care 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 internships. These learning experiences will be non-paid.

At this time, we respectfully request your approval of this agreement between the District and the above-referenced facility for the Health Occupation Program. The first year of this agreement will cover the period of November 16, 2010 through November 15, 2011.

Should you have any questions regarding this matter, please contact Mr. Rob Aguis, or if you have any purchasing-related questions regarding this contract, please contact me.

KDG/amj
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
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(727) 774-2204 TDD: (813) 794-2484
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MEMORANDUM CCTE-093-10/11

November 16, 2010

To: Kendra Goodman, Purchasing Agent

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

Subject: **Affiliation Agreement with LP New Port Richey, LLC d/b/a Southern Pines Healthcare Center**

Description:

Approval is requested for a Affiliation Agreement with LP New Port Richey, LLC d/b/a Southern Pines Healthcare Center to allow students in the Pasco County Schools Health Occupations Program to participate in an internship experience with learning opportunities determined by the instructor and agreed upon by LP New Port Richey, LLC d/b/a Southern Pines Healthcare Center. 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 November 16, 2010.

Recommendations:

The staff respectfully requests approval of the Affiliation Agreement with LP New Port Richey, LLC d/b/a Southern Pines Healthcare Center.

RA:rmh

Attachments

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w/ REVISIONS

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the "Agreement") is entered into and takes effect this 16th day of November, 2010 (the "Effective Date") by and between LP New Port Richey, LLC d/b/a Southern Pines Healthcare Center ("Facility") and the District School Board of Pasco County ("School").

RECITALS

WHEREAS, Facility is a skilled nursing facility licensed in the State of Florida; and

WHEREAS, School is currently conducting a curriculum requiring professional practice experience and the use of clinical and non-clinical facilities, and desires to obtain experiential education for students enrolled in the Pasco County Schools Health Occupations Program-Nursing Assistant Program ("Program"); and

WHEREAS, Facility recognizes the importance of training and educating students, and possesses and is willing to provide the necessary facilities for students' achievement of experience in the practice of nursing assistance.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, **IT IS HEREBY AGREED AS FOLLOWS**:

ARTICLE I RESPONSIBILITIES OF SCHOOL

A. **School Responsibilities**. The specific responsibilities of the **School** are:

1. To plan, develop, implement and evaluate the Program at Facility, and to provide Facility with copies of current course outlines, course objectives, and curriculum philosophy.
2. To obtain Facility's consent and any other necessary authorization prior to the implementation of any Program project or activity.
3. To provide qualified faculty (in a number to be agreed upon between the Facility and the **School**) (the "Faculty"), who will be responsible for the assignment and evaluation of all student Program experiences. Upon request of Facility, **School** shall furnish to the Facility proof of educational qualifications and licenses for any such Faculty, if applicable.
4. To appoint a principal liaison between the **School** and the Facility for all matters concerning the Program.
5. To plan with the Facility and mutually agree upon the scheduling of students at the Facility.
6. To require all Faculty to abide by all policies, procedures, rules and regulations of the Facility.
7. To require students participating in the Program to carry professional liability insurance with a single limit of no less than \$1,000,000 per claim and \$3,000,000 in the annual aggregate. **School** will assure that such professional liability insurance in full force and effect to respond to any claims arising out of the actions of the students during the term of this Agreement and for the two year period immediately following the termination or expiration of this Agreement. **School** shall provide Facility with a certificate of insurance evidencing such coverage upon Facility's request. **School** will assure that written notice within ten (10) days of any changes, modification, cancellation or non-renewal of student's insurance.

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AND APPROVED:

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8. To recommend for placement at Facility only those students who have earned a satisfactory record and who have met the minimum requirements established by School , and to require that its students:

- (a) Provide their own housing, transportation, parking, and meals;
- (b) Abide by all applicable policies, procedures, rules and regulations of Facility and those of state and federal regulatory agencies;
- (c) Assume the responsibility for personal illness;
- (d) Present medical certification of immunizations, vaccinations and consent to any required physical examinations; and
- (e) Present Basic Life Support certification, where applicable.

9. School is a sovereign entity and further warrants that it will maintain for itself, its faculty, a policy of self-insurance providing coverage in an amount not less than the statutory limits. School further warrants that it will keep such self-insurance in full force and effect to respond to any claims arising out of the actions of the School, its faculty during the term of this Agreement and for the two year period immediately following the termination or expiration of this Agreement. School shall provide Facility with confirmation of such self-insurance upon execution of this Agreement and upon Facility's request.

10. To secure from each Faculty and student participating in the Program the necessary written documentation that each (a) acknowledges the absolute confidentiality of the information made available to them with respect to Facility's patients and records, as set forth in state and federal laws and regulations; and (b) agrees to obtain Facility's prior written approval in order to publish any material relating to their experience with the Program.

11. To require agreement from its Faculty and students that neither shall represent themselves as agents or employees of Facility.

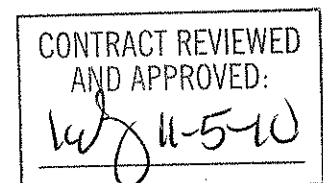
12. To assume final responsibility for the educational experience and grades of the student.

B. Confidential Information. School and its agents, employees, students and representatives acknowledge that in connection with performance under this Agreement, School and its agents, employees, students, and representatives will be privy to and have access to certain patient information and confidential information and trade secrets of Facility, including, without limitation, patient medical records, vendor lists, customer lists, financial information and other materials, records and/or information of a proprietary nature ("Confidential Information"). Therefore, in order to protect the Confidential Information, School and its agents and employees, students and representatives shall not, unless otherwise required by law, divulge, disclose, publicize or disseminate the Confidential Information to any third party and shall not use any of the Confidential Information on its own behalf or with or on behalf of any other entity. The obligations of this Paragraph B shall survive the termination or expiration of this Agreement.

ARTICLE II RESPONSIBILITIES OF FACILITY

Facility Responsibilities: The specific responsibilities of Facility are:

- (1) To accept a certain number of students for participation in the Program. The number shall be determined at the sole discretion of the Facility, based upon Facility's space, patient population, and upon any other considerations as determined by Facility.
- (2) To provide adequate conference room or teaching space for the Faculty and students.



(3) To provide educational experiences and opportunities in accordance with the objectives of the Program as mutually agreed upon by the **School** and the Facility.

(4) To provide a liaison officer between Facility and **School**.

ARTICLE III GENERAL PROVISIONS

A. **Participation in Program.** Facility may terminate the participation in the Program of any student or Faculty member whose behavior, competency, ability or other conditions, are, in Facility's sole discretion, detrimental to the operation of Facility, and/or to proper rendering of quality care to Facility patients.

B. **Term; Termination.** The initial term of this Agreement shall be three (3) years commencing on the Effective Date ("Initial Term"). Following the Initial Term, this Agreement may upon mutual agreement renew for successive terms of one (1) year, unless terminated sooner as provided herein. Either party may terminate this Agreement at any time by giving the other party sixty (60) days written notice of its intention to terminate. Should notice of termination be given, students assigned to the Program shall be permitted to complete their previously scheduled assignments then in progress at the Facility.

C. **Family Educational Rights and Privacy Act.** Facility acknowledges that many student educational records are protected by the Family Educational Rights and Privacy Act ("FERPA"), and that student permission must be obtained before releasing specific student data to anyone other than School. The School agrees to provide guidance to Facility with respect to complying with FERPA.

D. **Independent Contractor.** School's students and Faculty participating in the Program shall not be deemed to be employees, servants, or agents of the Facility, nor shall any person on the staff or administration of Facility be deemed an employee, servant or agent of **School**.

E. **Proprietary Rights.** Each party reserves the right to control the use of any of its copyrighted materials, symbols, trademarks, service marks, and other proprietary rights presently existing or hereafter established. Each party agrees that it will not use such works, symbols, trademarks, service marks or other devices in advertising, promotional materials or otherwise and that it will not advertise or display such devices without the prior consent of the other party, and will cease any and all such usage immediately upon termination of this Agreement.

F. **Indemnification.** To the extent permitted by Florida law, **School** agrees to indemnify and hold Facility, its agents, servants, and employees harmless from and against all claims, damages, costs and expenses, including attorneys fees, arising in connection with any negligent acts or omissions by **School** in the performance of its obligations under this Agreement. Facility agrees to indemnify and hold **School**, its agents, servants, and employees harmless from and against all claims, damages, costs and expenses, including attorneys fees, arising in connection with any negligent acts or omissions by the Facility in the performance of its obligations under this Agreement.

G. **Waiver.** No failure by either party to insist upon the strict performance of any covenant, term or condition of this Agreement or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.

H. **Third Parties.** Nothing in this Agreement shall be construed as creating or giving rise to any right in any third parties or other persons other than the parties hereto.

I. **Discrimination.** Neither party shall discriminate against any Student or other participant in the Program with respect to race, national origin, religion, creed, sex, age or disability.



J. **No Employee Benefits.** Students assigned to the Facility shall not be considered to be employees of Facility and shall not be covered, by virtue of this Agreement, by any of Facility's employee benefit programs including, but not limited to, social security, health insurance, unemployment compensation, disability insurance, or workers' compensation.

K. **Assignment.** This Agreement cannot be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Facility shall have the right to transfer this Agreement to its parent corporation, if any, or any of its subsidiaries or affiliates, or to a successor entity in the event of merger, consolidation, transfer, sale, stock purchase, or public offering as long as the surviving entity assumes all of that party's obligations hereunder.

L. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be operative or valid, it shall have been reduced to writing and signed by both parties.

M. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

N. **Governing Law.** This Agreement shall be construed and enforced under and in accordance with the laws of the state in which the Facility is located.

O. **Notice.** Any notice, demand or consent required or permitted to be given hereunder shall be deemed given if hand-delivered, if sent by registered or certified mail, return receipt requested, or by overnight mail delivery for which evidence of delivery is obtained by the sender, at the address set forth below or such other address as either party may designate in writing:

To Facility: Southern Pines Healthcare Center
6140 Congress Street
New Port Richey, FL 34653
Attn: Administrator

With a copy to: LP New Port Richey, LLC
c/o Signature Consulting Services, LLC
12201 Bluegrass Parkway
Louisville, KY 40299
Attn: Office of General Counsel

To School: District School Board of Pasco County
Community, Career and Technical Education Department
7227 Land o' Lakes Blvd
Land o' Lakes, FL 34638

Electronic mail ***shall not*** constitute written notice.

P. **HIPAA Requirements.** Each party agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA") and any current and future regulations promulgated thereunder, including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 and the amendments in Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), as Title XIII of Division A and Title IV of Division B of the American Reinvestment and Recovery Act of 2009 and subsequent regulations, all collectively referred to herein as "HIPAA Requirements". Each party agrees not to use or further disclose any Protected Health Information, other than as permitted by HIPAA Requirements and the terms of this Agreement. Each party will make its internal practices, books and records

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AND APPROVED:
11/5/10

relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

Q. **Elder Justice Act Abuse Reporting Requirements.** Each party agrees to comply with the reporting requirements under Section 6703(b)(3) of the Elder Justice Act ("EJA"), a reporting requirement mandated under Subtitle H of the Patient Protection and Affordable Care Act ("PPACA"), which provides that any owner, operator, employee, manager, agent, or contractor ("Covered Individual") of a long-term care facility that receives at least \$10,000 in federal funds annually, must report any reasonable suspicion of a crime committed against any individual who is a resident of, or is receiving care from, the facility. Each covered individual shall report the suspected crime to one or more local law enforcement agencies and to the Secretary of the Department of Health and Human Services (Secretary) or to the agency designated by the Secretary to receive such reports.

The report must be made within two hours of forming a reasonable suspicion that a crime has occurred if there is a serious bodily injury and within 24 hours of forming a reasonable suspicion that a crime has occurred if there is no serious bodily injury. Covered individuals who fail to report shall be subject to a civil money penalty of up to \$200,000 and may be excluded from participation in any Federal health care program. If a covered individual's failure to report a crime results in further injury to the victim of the crime or results in harm to another individual, the civil monetary penalty may be increased to \$300,000.

A long-term care facility may not retaliate against, discharge, demote, suspend, threaten, harass, or deny a promotion or other employment-related benefit to an employee, or in any other manner discriminate against an employee in the terms and conditions of employment; or file a complaint or a report against a nurse or other employee with a State professional disciplinary agency against the nurse or employee for making a report as required by the EJA. An employee has the right to file a complaint with the Secretary or the agency designated by the Secretary, against a long-term care facility that violates the reporting requirements of the EJA. A long-term care facility that violates the anti-retaliation provisions of the EJA shall be subject to a civil monetary penalty of up to \$200,000 and may be excluded from participation in any Federal health care program for a period of two years.

Each signatory to this Agreement represents and warrants that he or she has all necessary capacity and authority to act for, sign on behalf of, and bind the respective entity.

IN WITNESS WHEREOF, Facility and School have duly executed this Agreement on the date first set forth above.

School:

District School Board of Pasco County

By: _____

Name: _____

Title: _____

FACILITY:

LP New Port Richey, LLC d/b/a Southern Pines
Healthcare Center

By: _____

Sandra L. Adams,
Vice President and General Counsel

 11-5-10

Signature **Date**
Kendra Goodman, Purchasing Agent
District School Board of Pasco County