



## DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

### Purchasing Services

Michael J. Woodall, CPPO, Purchasing Agent

813/ 794-2221 Fax: 813/ 794-2112

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

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

February 19, 2013

### MEMORANDUM

TO: Honorable School Board Members

FROM: Michael Woodall, CPPO, Purchasing Agent *MJW*

RE: Career & Technical Education  
Life Care Center

The School District has numerous cooperative agreements with various facilities in order to allow students in the Pasco County Health Occupations Program to participate in an internship experience. There are no costs to the District. Please reference the attached memo from Mr. Rob Aguis, Director of Career & Technical Education for further information. This agreement was reviewed and approved on January 31, 2013 by Nancy Alfonso, School Board Attorney.

At this time, we respectfully request your approval to enter into the first year of a three-year agreement with the above-referenced facility. This agreement is renewable annually based on mutual agreement of both parties. The services and training are outlined in the agreement and are attached for your perusal. The first year of the agreement will cover the period of February 19, 2013 through February 18, 2014.

Should you have any questions regarding this matter, please contact me at your earliest convenience.

MW/mv

Attachments

Date/Time: February 13, 2013 08:51:00



## DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

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-112R-12/13

February 19, 2013

To: Michael J. Woodall, Purchasing Agent

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

Subject: **Educational Institution Affiliation Agreement for Clinical Experience with Life Care Center of New Port Richey**

RA  
NO

**Description:**

Approval is requested for an Educational Institution Affiliation Agreement with Life Care Center of New Port Richey. The Educational Institution Affiliation Agreement will 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 Life Care Center of New Port Richey. 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 an Educational Institution Affiliation Agreement with Life Care Center of New Port Richey on February 19, 2013.

**Recommendations:**

The staff respectfully requests approval of the Educational Institution Affiliation Agreement with Life Care Center of New Port Richey.

RA:rmh

Attachment(s)

## EDUCATIONAL INSTITUTION AFFILIATION AGREEMENT

This Educational Institution Affiliation Agreement ("Agreement") is by and between District School Board of Pasco County ("Educational Institution") and Life Care Center of New Port Richey ("Facility"), dated as of the 19th day of February, 2013 ("Effective Date").

### RECITALS

A. Educational Institution desires that certain of its students, and when appropriate, certain of its faculty members be permitted to visit and utilize the premises of a long-term care nursing facility to afford such students and faculty the opportunity to engage in practical learning and clinical experiences in gerontology and related disciplines;

B. Facility, a skilled nursing facility licensed by the state in which it does business, recognizes the need for expansion of the educational development of health professionals, and desires to make its premises available for such purposes;

C. Educational Institution and Facility (collectively "parties") desire to affiliate for the purpose of improving care provided to Facility patients and providing practical learning and clinical experiences in gerontology and related disciplines for students and faculty of Educational Institution.

NOW THEREFORE, it is understood and agreed upon by the parties as follows:

1. Term. This Agreement shall be effective for the period beginning the Effective Date for a term of one (1) year and thereafter may be renewed by mutual agreement of the parties, unless otherwise terminated as provided herein. Notwithstanding the forgoing, this Agreement may be terminated by either party with or without cause by giving thirty (30) days written notice to the other party of its intention to so terminate this Agreement.

In the event this Agreement is not renewed for a subsequent term or is otherwise terminated as contemplated herein, students of Educational Institution who are participating in the clinical learning experiences at Facility at the time of termination shall be allowed to complete such clinical learning experience at Facility for the then current school semester under the terms and conditions herein set forth.

2. Educational Institution agrees to:

a. Plan and determine the adequacy of the educational experience of its students in theoretical training, basic skills in the provision of health care, professional ethics, attitude and behavior, and assign to Facility only those students who have satisfactorily completed the prerequisites of Educational Institution's program prior to clinical assignment.

b. Maintain general and professional liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Educational Institution shall provide Facility with thirty (30) days notice prior to any change in the coverage required herein.

CONTRACT REVIEWED  
AND APPROVED:

c. Require students to carry health insurance effective for the duration of the student assignment. If a student is injured or becomes ill while at the Facility, he/she may seek medical care and treatment, but is personally responsible for the cost. Neither the Facility nor the Educational Institution provides accident/health insurance for student participants.

d. Designate a member of its faculty to coordinate the program with a designated member of Facility's staff. This assignment shall include on-site visits when practical and the continuing exchange of information as requested by either party.

e. Provide Facility with the name and pertinent information about each student and Faculty member to be assigned to Facility prior to the date on which a student's assignment at Facility will begin.

f. Provide Facility with advance notice of its intention to remove a student from any clinical assignment at Facility.

g. Notify each student prior to his or her assignment at Facility that he or she is responsible for following the administrative policies, standards and practices of Facility, and abiding by Facility's drug and alcohol policy.

h. Complete a background search for each student assigned to Facility prior to student beginning clinical at Facility. Background search not required for students under 18 years old. Disclose to Facility, prior to the assignment of any student to Facility, knowledge that any student to be assigned to Facility has been convicted of or entered a plea of guilty, nolo contendere, or an "Alford plea" with respect to any felony, any misdemeanor conviction within the last seven (7) years or any crime against a dependent population, specifically including but not limited to, elder abuse, child abuse or child molestation.

i. At the written request of Facility, remove from Facility any student who, in the sole and absolute discretion of Facility, has performed unsatisfactorily or whose behavior or activities are inappropriate or detrimental to Facility's provision of health care to its clients or that are contrary to the objectives of this Agreement. Requests for such removal of a student must be provided in writing and contain a statement of facts supporting such request by Facility.

j. Direct its students to comply with the policies and procedures of Facility, including those governing the use and disclosure of individually identifiable health information under federal law pursuant to the Standards for Privacy of Individually Identifiable Health Information, ("Privacy Rule") implemented under the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA"). Educational Institution will insure that each student signs and delivers to Facility prior to the beginning of the clinical education a copy of the "Confidentiality Understanding" attached hereto as Attachment A and incorporated herein by reference.

CONTRACT REVIEWED  
AND APPROVED:

*AW* 2011.13

3. Facility agrees to:

a. Designate a member of its staff to coordinate this program and function as clinical supervisor with Educational Institution's designated coordinator. Jointly, Facility and Educational Institution shall develop objectives, methods of instruction, and other details of the full clinical experience contemplated by this Agreement.

b. Make available to assigned students appropriate equipment and supplies in order to provide supervised clinical educational experiences. Such accommodations shall include an environment conducive to the learning process that conforms to Facility's customary practices and procedures.

c. Permit Educational Institution's students to perform services for Facility patients only when under the direct supervision of a registered, licensed or certified Facility caregiver licensed in the discipline in which supervision is to be provided. Students shall work, perform assignments, participate in rounds, clinics, staff meetings, and in-service education programs at the discretion of supervisors designated by the Facility.

d. Remind students they remain subject to the authority, policies, and regulations imposed by Educational Institution. During periods of clinical assignment and while at Facility, students shall also be subject to all standards, rules, regulations, and administrative practices and policies of Facility.

e. Retain ultimate responsibility for the provision of all services provided to patients or residents of Facility.

f. Maintain general and professional liability insurance with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate. Facility shall provide Educational Institution with thirty (30) days notice prior to any change in the coverage required herein.

4. Non-Discrimination. Neither party to this Agreement shall discriminate with respect to any aspect of this Agreement, on the basis of race, color, sex, age, religion, national origin, or handicap.

5. Indemnification. 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 acting within the course and scope of his/her employment and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party acting within the course and scope of his/her employment. 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.

CONTRACT REVIEWED  
AND APPROVED:

*AW* 2.11.12

6. Confidential Information. Educational Institution acknowledges and agrees that the systems, methods, procedures, written materials and controls employed by Facility in the performance of this Agreement (i) are confidential and proprietary in nature, (ii) shall always remain the property of Facility and (iii) shall not at any time in the future be disclosed to any third parties or utilized, distributed, or copied or otherwise used by Educational Institution or its employees, agents or students in any manner whatsoever without the express written consent of Facility. Upon termination of this Agreement, Educational Institution shall promptly deliver to the Facility all Confidential Information in the possession of Educational Institution or its employees, agents, students or volunteers.

7. Notices. Any notices or other communication permitted or required by this Agreement shall be in writing and shall be effective by personal delivery or by certified mail postage prepaid, to the other party at the address set forth below:

If to Facility:

Life Care Center of New Port Richey  
Attn: Executive Director  
7400 Trouble Creek Road  
New Port Richey, FL 34653-5642

If to Educational Institution:

District School Board of Pasco County  
7227 Land O' Lakes Blvd.  
Land O' Lakes, FL 34638

Any notice mailed in compliance with this section shall be deemed to have been given upon the earlier of receipt or three (3) days after deposit, except that notice of change of address shall not be deemed effective until actual receipt by the intended recipient.

8. Miscellaneous.

a. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision.

b. No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other breach of this Agreement, whether of a similar or dissimilar nature.

c. Any provisions of this Agreement creating obligations extending beyond the term of this Agreement will survive the expiration or termination of this Agreement, regardless of the reason for such termination.

d. Any amendments to this Agreement will be effective only if in writing and signed by the parties hereto.

e. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof.

f. Either party may assign its rights or obligations hereunder without the prior written approval of the other; provided, however, that such an assignment may be made only to an entity which is directly or indirectly wholly owned or controlled by the same entity as the assigning party.

CONTRACT REVIEWED  
AND APPROVED:

*Law 2011.13*

g. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to all actual attorneys' fees and other costs incurred in that action, in addition to any other relief to which that party may be entitled.

h. This Agreement shall be governed, construed and interpreted in accordance with the laws of the state in which Facility is located without regard to such state's conflict of law provisions.

i. Nothing in this Agreement shall be construed as creating any relationship between the parties other than as independent contractors. Nothing under this Agreement shall be deemed to create any rights in any third party.

j. In the event there is a change in state or federal law, whether by statute, regulation, agency interpretation or judicial decision, that in the reasonable opinion of the counsel to Facility renders any of the material terms of this Agreement unlawful or unenforceable, then the applicable term(s) of the Agreement shall be subject to renegotiation upon written notice to Educational Institution, to remedy such condition and conform the Agreement to the requirements of the law. If such renegotiation is unsuccessful within the thirty (30) day period of time following written notification, either party may terminate the affected Agreement without penalty.

By signing this Agreement, all parties acknowledge notification of LCCA's Code of Conduct and Policy, Procedure and Information Regarding the Debarment Act of 2005, False Claims Act and Similar Laws, and agree to comply with all provisions thereof. Additionally, all contractors, agents, and vendors agree to make these policies available to all employees involved in executing this Agreement as required by the Debarment Act of 2005 and applicable State law. These policies are available at the "About Life Care" section at [www.lcca.com](http://www.lcca.com).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

FACILITY

LIFE CARE CENTER OF NEW PASCAGO

By: 

Name: Kimberly A. Jones

Title: Senior Executive Director

Date: January 30, 2013

EDUCATIONAL INSTITUTION

DISTRICT SCHOOL BOARD OF PASCO COUNTY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature

Date

Michael J. Woodall, CPPO, Purchasing Agent  
District School Board of Pasco County

**ATTACHMENT A**

**EDUCATIONAL INSTITUTION AFFILIATION AGREEMENT  
CONFIDENTIALITY UNDERSTANDING**

By signing and dating this Confidentiality Understanding, the undersigned **STUDENT** indicates an understanding of, and agrees to be bound by, the applicable terms and conditions of the Affiliation Agreement between Life Care Centers of America, Inc. ("**LCCA**"), and \_\_\_\_\_ ("**EDUCATIONAL INSTITUTION**"). The **STUDENT** acknowledges that, as a material part of the consideration provided to **LCCA** in exchange for **LCCA** allowing the **STUDENT'S** clinical education at **FACILITY**, **STUDENT** agrees that any patient information acquired during the clinical education is confidential, and that the **STUDENT** shall maintain the confidentiality of and not disclose this information at all times, both during the clinical education and after it has ended. **STUDENT** further agrees to abide by the applicable rules and policies of **LCCA** and program while at **FACILITY**. **STUDENT** understands that, in addition to other available remedies, **FACILITY** may immediately remove the **STUDENT** and terminate the **STUDENT'S** clinical education if, in the opinion of **LCCA**, the **STUDENT** endangers a patient, breaches patient confidentiality, disrupts the operation of **FACILITY**, or refuses to comply with the requests of **FACILITY** or its supervisory staff.

By signing this Confidentiality Understanding, all parties acknowledge notification of **LCCA's** Code of Conduct and Policy, Procedure and Information Regarding the Deficit Reduction Act of 2005, False Claims Act and Similar Laws, and agree to comply with all provisions thereof. These policies are available at the 'About Life Care' section at [www.lcca.com](http://www.lcca.com).

I have read and understand this Confidentiality Understanding, and I agree to abide by their terms.

\_\_\_\_\_  
Student's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Student's Name (Print)

\_\_\_\_\_  
Educational Institution Witness (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Educational Institution Witness (Print)