



November 15, 2010

## MEMORANDUM

**TO:** District Board of Trustees  
**FROM:** Barbara R. Sloan, President *BRS*  
**SUBJECT:** Affiliation Agreements - Allied Health Training Programs

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### Item Description:

This item requests that the Board authorize the President to enter into new affiliation agreements with PharMerica and Children's Medical Services-Big Bend Region. This agreement would allow students in TCC's Pharmacy Technician and Electronic Health Information Specialist (EHIS) programs to obtain clinical/internship learning experiences at these facilities.

### Overview:

At the March 2010 Board of Trustees meeting, over 60 annual contracts with clinical sites for allied health programs were approved. At that time, we indicated that new agreements would be presented as they are developed. We have negotiated two new agreements with PharMerica and Children's Medical Services-Big Bend Region to use their facilities as a clinical site for our allied health programs.

### Salient Facts:

These contracts follow the standard TCC contract format for health affiliation agreements.

### Past Actions:

These are new agreements since March 2010.

### Future Actions:

If approved, these agreements will be added to the March 2011 Board agenda for annual renewal.

### Funding/Financial Matters:

There are no funding or financial matters associated with these agreements.

### Staff Resource:

John Chapin

### Recommended Action:

That the Board authorize the President to enter into these agreements.

**AFFILIATION AGREEMENT BETWEEN PHARMERICA AND Tallahassee  
Community College**

This AFFILIATION AGREEMENT ("the Agreement") is made and entered into this 10<sup>th</sup> day of August, 2010, by and between PharMerica, Tallahassee ("PharMerica") and Tallahassee Community College, Florida ("College").

**RECITALS**

College provides training for students in various aspects of [nursing/pharmacy studies/health occupations], and desires that its students obtain clinical experience.

PharMerica operates facilities in Tallahassee, FL, which are available for education and experience training in nursing/pharmacy studies/health occupations.

It is to the mutual advantage of both parties to provide educational facilities, education and training in nursing/pharmacy studies/health occupations (the "Program").

NOW THEREFORE, in consideration of the foregoing premises and the mutual promises, terms and conditions hereinafter set forth, the parties understand and agree as follows:

1. Term. This Agreement shall commence with its signing and continue in force for a period of one (1) year, and may be renewed annually by mutual consent of the parties. Either party may cancel this Agreement, with or without cause, after giving thirty (30) days prior written notice.

2. Relationship. The relationship contemplated by this Agreement is that by and between independent contractors, those being PharMerica and College. It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, employee, partnership, joint venture, or association by and among PharMerica and College. It is further expressly agreed and understood by College and PharMerica that the students in the Program are in attendance at PharMerica's facilities for educational purposes only, and are not employees, agents or servants of PharMerica for any purpose, and will not receive any pay or remuneration from PharMerica while participating in the Program.

3. Obligations and Rights of PharMerica.

A. PharMerica will provide reasonable use of its facilities to College for the education and training of students provided by College in the various aspects of nursing/pharmacy studies/health occupations. PharMerica will provide the cooperation of the staff for instruction to the students of College.

B. PharMerica will designate an employee, agent or servant to coordinate with a qualified faculty member designated by College in planning, implementing and coordinating the Program.

C. PharMerica shall provide College with current copies of procedure guidelines and written policies.

D. PharMerica may from time to time issue non-discriminatory rules and regulations, which shall be discussed with College before implementation, and which shall be enforced by College and PharMerica upon the students, employees and faculty of College.

E. PharMerica has ultimate responsibility for the quality of care given to patients. PharMerica may refuse access to any student or faculty member of the College who does not meet PharMerica's employee standards for safety, health or ethical behavior. PharMerica will resolve any dispute or problem situation in favor of its patients or staff, or PharMerica's welfare and restrict access of any student or faculty member of College until such time as such dispute or problem can be resolved by good faith negotiation between PharMerica and College.

F. PharMerica may request College to withdraw from the Program any student who, in PharMerica's judgment, is not performing satisfactorily, or who refuses to follow PharMerica's administrative and patient care policies, procedures, rules and regulations.

#### 4. Obligations and Rights of College.

A. College assumes primary responsibility for supervision, accreditation, grading, record keeping and instruction and discipline of all students of College. College will provide all instructional materials and supplies at no cost to PharMerica. College shall produce to PharMerica the vita and qualifications for each faculty member in the Program. College will designate a qualified faculty member to coordinate with a designee of PharMerica in planning the Program, and to be responsible for supervision of the students.

B. College shall provide to PharMerica, prior to the beginning date of the Program, written assurance that each student, employee and faculty member who participates on-site at PharMerica's facilities meets PharMerica's health status requirements, including, but not limited to: (a) an annual TB skin test and, if negative, a chest x-ray, (b) immunization (if over 18 years of age) including hepatitis B or waiver of same, diphtheria, and tetanus, and (c) proof of immunity to rubella, rubeola and varicella. Students, employees and faculty of College shall be responsible for their own medical expenses. Students, employees and faculty have an ongoing obligation to notify PharMerica of any relevant updates or changes to their medical records.

C. At all times during the term of this Agreement, College will cause all students, faculty and employees participating in the Program to purchase and maintain professional liability insurance with limits of liability no less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the

aggregate, as well as bodily injury liability and property damage insurance with limits of liability of no less than One Million Dollars (\$1,000,000.00) combined single limit for any and all obligations and liabilities referred to herein. A certificate evidencing this insurance will be provided upon request.

D. Within five (5) days of receipt thereof, College shall comply with the written request of PharMerica to withdraw from the Program any student who, in PharMerica's judgment, is not performing satisfactorily, or who refuses to follow PharMerica's administrative and patient care policies, procedures, rules and regulations.

E. College acknowledges that in connection with the Program, College and students participating thereto may be given access to confidential patient and other information of PharMerica and agrees that College and all such students shall at all times comply with all applicable provisions of the privacy and security regulations promulgated under the Health Insurance Portability and Accountability Act of 1996 and PharMerica's policies and procedures related to the confidentiality and security of patient health and other confidential information. College agrees, and shall cause each student participating in the Program, to keep strictly confidential all patient health information and all information related to the business of PharMerica and to not disclose or reveal any such confidential information obtained by College and such students in the Program to any third party without the prior written consent of PharMerica. College shall provide training to each student participating in the Program regarding the confidentiality of patient health information and shall require each such student to comply with any additional HIPAA privacy and security training requirements of PharMerica. The provisions of this Section shall survive termination or expiration of this Agreement.

F. College shall comply with all applicable policies of PharMerica, and all state and federal statutes, rules and regulations, including, but not limited to, compliance with the anti-kickback statute, 42 U.S.C. 1320a-7b(b) and the Stark law, 42 U.S.C. 1395nn, and all other governing healthcare programs.

5. Students. PharMerica and College will mutually agree to the maximum number of students who may participate in the Program, and to the schedule of the times that students are expected to be in the facilities. College will only refer those students to the Program who have successfully completed the required curriculum, and who are otherwise qualified. Student uniforms will be supplied at no cost to PharMerica. Student must wear his/her school student badge along with the visitor badge provided by PharMerica. Students shall arrange for their own health insurance if not provided by College.

6. Governing law. This Agreement will be governed by, and construed in accordance with, the laws of the State of Florida, and the rules and regulations issued pursuant thereto.

7. Indemnification. College will assume all liability, and indemnify, defend and hold harmless PharMerica and PharMerica's parent company and affiliates, and all directors, officers, employees and agents, for any and all claims, liabilities, obligations, losses, demands, deficiencies,

suits, actions, causes of action, judgments, settlements, costs, damages, penalties, interest and other expenses (specifically including, without limitation, attorneys' fees and expenses related to any of the foregoing) arising out of or resulting from any negligent acts or omissions by any individual participating in the Program as a student, faculty member or employee of College. This provision will survive the termination of this Agreement.

8. Affirmative Action and Discrimination. The parties agree that all students receiving participating in the Program pursuant to this Agreement shall be selected without discrimination on account of race, color, religion, sex, national origin or ancestry, age, physical or mental disability or veteran status. In the event of noncompliance by College with the provisions of this section, this Agreement may be suspended or terminated by PharMerica.

9. Notice. All notices, consents or other communications in which either party is required or may desire to give to the other under this Agreement shall be in writing and shall be given by personal delivery; by deposit, postage prepaid, in the United States mail, certified or registered mail, return receipt requested; by overnight delivery; or by facsimile, addressed to the parties at their respective addresses set forth below, which may from time-to-time be changed by the parties:

If to PharMerica:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attn: John Dunwoody

If to College:

Tallahassee Community College  
444 Appleyard Dr  
Tallahassee, FL 32304

Attn: Holly Lofland

10. No Financial Arrangement. This Agreement does not provide for any payment or exchange of money or financial obligations.

11. Integration of Understandings. This Agreement is intended as the complete integration of all understandings between College and PharMerica and supersedes all prior negotiations, representations or Agreements, if any.

12. Enforceability. If any provision of this Agreement is adjudged to be void or unenforceable, in whole or in part, such determination shall not affect the validity of the remainder of the provisions that shall remain in full force and effect and be enforceable according to their terms. Each provision of this Agreement is declared to be severable from every other provision and constitutes a separate and distinct covenant.

13. Assignment and Amendments. Neither party may assign or amend this Agreement without the prior written consent of the other party. Any amendment to or deletion from this Agreement shall become effective at the time specified in the amendment or deletion.

14. No Waiver. If in one or more instances a party fails to insist that the other party perform any of the terms of this Agreement, such failure shall not be construed as a waiver by such party of any past, present or future right granted under this Agreement; the obligations of both parties under this Agreement shall continue in full force and effect.

15. Non-Exclusive Agreement. This Agreement between College and PharMerica is non-exclusive, and PharMerica reserves the right to contract with other schools to arrange the same or similar programs as covered by this Agreement.

16. Headings. Paragraph headings are for reference only and do not constitute part of this Agreement.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be signed by its duly authorized representative on the dates indicated below.

Date: Oct 19, 2010

Date: \_\_\_\_\_, 2010

For PharMerica:

For College:

By: [Signature]

By: Tallahassee Community College

Name: J Loftis

Name: Barbara Sloan

Title: VPO

Title: President

Address: 2214 Paddock Way Ste 900  
Grand Prairie Tx 75050

Address: 444 Appleyard Dr.  
Tallahassee, FL 32304



## **ELECTRONIC HEALTH INFORMATION SPECIALIST (EHIS) AFFILIATION AGREEMENT**

This agreement is made and entered into by and between Tallahassee Community College, hereafter referred to as "TCC" and Children's Medical Services – Big Bend Region, hereafter referred to as "the Affiliate."

### **ARTICLE I PURPOSE**

- 1.01 The purpose of this agreement is to allow the Electronic Health Information Specialist (EHIS) students to secure internship learning experiences at the Affiliate and for the staff/faculty of TCC to randomly evaluate these students.

### **ARTICLE II TERM**

- 2.01 This agreement shall be effective for the period beginning December 1, 2010, and shall continue in effect thereafter unless terminated at any time by the mutual agreement of the parties upon ninety (90) days written notice to the other party.
- 2.02 This agreement shall continue in effect as written for a period of five (5) years unless one or the other of the parties signifies that certain revisions of content are necessary. No alteration, modification or variation of the terms of this agreement shall be valid unless made in writing and signed by both of the parties prior to implementation of the alteration, modification or variation.

### **ARTICLE III RESPONSIBILITIES OF TCC**

- 3.01 TCC agrees that all students assigned to the Affiliate will comply with all applicable background screening requirements of the Affiliate.
- 3.02 TCC agrees in the operation of the EHIS training program to comply with

the established policies and practices of the Affiliate including compliance with all federal legislation and regulations.

- 3.03 TCC agrees to employ qualified faculty to serve in faculty/employee positions, who shall be responsible for determining the philosophy and objectives of the program and developing the curriculum. TCC agrees that the faculty/employees under the program shall be responsible for the following:
- (1) Selecting assignments in cooperation with the Affiliate's personnel.
  - (2) Evaluate students in their learning experiences at the Affiliate, and to have conferences with the Affiliate's personnel or designee.
  - (3) Planning for concurrent related instruction, both informal and formal classroom instruction, as needed to meet the objectives of the program.
  - (4) Maintaining individual records of class instruction and internship completion.
  - (5) Preparing internship rotation plans for services to be used for experience and securing the approval of the plan from the Affiliate's designee prior to the commencement of the training program in the Affiliate's facilities. TCC agrees that before any major changes shall be made in the plans, they will be discussed with the Affiliate's designee and that such changes will not be effected until such times as they shall be approved by the Affiliate's designee.
  - (6) The number of students to receive instruction in the internship area at any given time will be determined by mutual agreement of the faculty/employees and the Affiliate's designee prior to the commencement of the training program within the Affiliate's facilities.
- 3.04 TCC agrees that the Affiliate may at any time request a withdrawal from the Affiliate's facility or premises any faculty/employee or student whose conduct or work with customers or personnel of the Affiliate is not in full accord with the Affiliate's rules and regulations or standards of performance. Such request by the Affiliate shall be made to TCC's Program Coordinator and shall include the reasons for the withdrawal request.
- 3.05 TCC agrees to be solely responsible for all salaries, taxes and insurance including Worker's Compensation of its own personnel and employees.



**ARTICLE IV  
RESPONSIBILITIES OF THE AFFILIATE**

- 4.01 The Affiliate agrees to share in the responsibility for the training of students under the **EHIS program** through the cooperation and assistance of its staff with the faculty/employees of TCC.
- 4.02 The Affiliate agrees that students shall be selected for the program by the faculty/employees of TCC provided, however, that in no event shall the Affiliate be required to have at any one time under the program and upon its facility an excess of students in any area. This number shall be determined by the TCC's Program Coordinator and the Affiliate's designee.
- 4.03 The Affiliate agrees to make available to faculty/employees and students under the program, facilities and internship services for planned learning experiences in the electronic health information area which are deemed necessary to the training program of the students.
- 4.04 The Affiliate will make every effort to provide conference and/or office space with adequate light and ventilation for use by faculty/employees of TCC and students, if possible.
- 4.05 The Affiliate agrees to make available to faculty/employees and students under the program such library facilities or other resources which are presently in existence.
- 4.06 The Affiliate agrees to include faculty/employee members of the program in the Affiliate's staff meetings when policies to be discussed will affect or are related directly to the program.
- 4.07 The Affiliate agrees to retain responsibility for administrative and professional supervision of students insofar as their presence and program assignments affect the operation of the Affiliate and its care, direct and indirect, of patients.

**ARTICLE V  
RESPONSIBILITIES OF TCC AND THE AFFILIATE**

- 5.01 TCC and the Affiliate agree that all faculty/employees under this program shall remain agents or employees of TCC and shall not at any time during the term of this agreement be deemed to be the personnel, employees, or agents of the Affiliate.
- 5.02 TCC and the Affiliate agree that all students under the program shall remain students of TCC and shall not at any time during the term of this agreement be deemed to be the personnel, employees, or agents of the Affiliate; nor shall they be deemed to be students of the Affiliate.

5.03 TCC and the Affiliate agree that they will never act, or represent that they are acting, as agent of each other, nor incur any obligations on the part of the other without first obtaining the express written authority of the party who is to be obligated.

5.04 TCC and the Affiliate agree that executed copies of this agreement shall be placed on file with TCC and be made available to the following:

Children's Medical Services – Big Bend Region  
The President of Tallahassee Community College

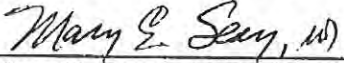
5.05 TCC and the Affiliate agree that copies of any revisions or modifications of the agreement shall be submitted after execution by the parties hereto to the Healthcare Coordinator. Any subsequent agreement of the parties hereto which shall have the effect of extending the term of this agreement shall be filed with TCC.

5.06 TCC and the Affiliate agree to cooperate in orientation of students and faculty to the Affiliate's facility.

The parties have executed this agreement as of the day and year first written above.

CHILDREN'S MEDICAL SERVICES --  
BIG BEND REGION  
TALLAHASSEE, FLORIDA

TALLAHASSEE COMMUNITY COLLEGE  
TALLAHASSEE, FLORIDA

  
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Mary E. Seay, M.D., Medical Director

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Barbara R. Sloan, President