




January 18, 2011

MEMORANDUM

TO: District Board of Trustees

FROM: Jim Murdaugh, President 

SUBJECT: Affiliation Agreements - Allied Health Training Programs

Item Description:

This item requests that the Board authorize the President to enter into new affiliation agreements with Florida A&M University, College of Pharmacy; Tallahassee Orthopedic Clinic; and Florida Department of Health, Bureau of Clinic Management and Informatics, Office of Health Statistics and Assessment. 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 three new agreements with Florida A&M University, College of Pharmacy; Tallahassee Orthopedic Clinic; and Florida Department of Health, Bureau of Clinic Management and Informatics, Office of Health Statistics and Assessment, 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.



10 NOV -3 PM 12:44

PHARMACY TECHNICIAN AFFILIATION AGREEMENT

This agreement is made and entered into by and between Tallahassee Community College, hereafter referred to as "TCC" and Florida A&M University acting for an on behalf of the Board of Trustees, hereafter referred to as "the Affiliate."

ARTICLE I PURPOSE

- 1.01 The purpose of this agreement is to allow the pharmacy technician 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 September 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, to be effective at the completion of the internship experience of the current classes assigned to the Affiliate.
- 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 fingerprint and background screening requirements of the Florida statutes and the Affiliate.
- 3.02 TCC agrees in the operation of the pharmacy technician educational

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

- 3.03 TCC agrees that all program participants will adhere to immunization schedules as required by TCC and the Affiliate. The program participant and/or TCC shall be responsible for arranging for the participant's medical care and/or treatment if necessary, including transportation in case of illness or injury while participating in the program at the Affiliate. In no event shall the Affiliate or TCC be financially or otherwise responsible for said medical care and treatment.
- 3.04 TCC agrees to employ qualified registered pharmacy technicians and/or pharmacist's 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. (See attached Daily Observation Performance Charts Appendix "A" and Appendix "B") .
 - (4) Maintaining individual records of class and internship instruction, practice and evaluation of student competencies.
 - (5) Preparing internship rotation plans for services to be used for experience and securing the approval of the plan from the Affiliate's Pharmacy Director or designee prior to the commencement of the educational 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 Pharmacy Director or designee and that such changes will not be effected until such times as they shall be approved by the Pharmacy Director or 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 Pharmacy Director or designee prior to the commencement of the educational program within the Affiliate's facilities in compliance with state law.
- 3.05 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 Pharmacy Technician Program Coordinator and shall include the reasons for the withdrawal request.

- 3.06 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 education of students under the **pharmacy technician program** through the cooperation and assistance of its pharmacy 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 Pharmacy Technician Program Coordinator and the Affiliate's Pharmacy Director or 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 pharmacy technician skills 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. Such conference and/or office space shall include a telephone conveniently located for use by faculty/employees of TCC.
- 4.05 The Affiliate agrees to make available to faculty/employees and students under the program such library facilities 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 the care of patients and customers, and will maintain 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:
- Dean, Florida A & M College of Pharmacy
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 Coordinator of the Pharmacy Technician Program. 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.
- 5.07 TCC shall obtain and maintain professional liability insurance coverage for its students in the amount of One Million Dollars (\$1,000,000) per incident and Three Million Dollars (\$3,000,000) in the annual aggregate. A Certificate of Insurance showing proof of coverage is required prior to the start of the program.

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

TALLAHASSEE COMMUNITY COLLEGE
TALLAHASSEE, FLORIDA

Jim Murdaugh
President

FLORIDA AGRICULTURAL AND MECHANICAL UNIVERSITY

Cynthia Hughes Harris

Cynthia Hughes Harris
Provost, Florida A&M University

11-8-10

Date

Henry Lewis III

Henry Lewis III, Pharm.D.
Dean, College of Pharmacy
And Pharmaceutical Sciences

10/8/10

Date

Jim Jacoby

Jim Jacoby
Risk Management and Insurance

10/28/10

Date

APPROVED AS TO FORM, BUT LEGALITY
SUBJECT TO EXECUTION BY ALL PARTIES.
OFFICE OF THE GENERAL COUNSEL.

By: Shira R. Thomas

Shira R. Thomas
Deputy General Counsel

11/2/10

Date



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 Tallahassee Orthopedic Clinic 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 that all program participants will adhere to immunization schedules if required by the Affiliate. In no event shall the Affiliate or TCC be financially or otherwise responsible for medical care and treatment of the program participant in case of illness or injury while participating in the program at the Affiliate.
- 3.04 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.
- 3.05 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.

- 3.06 TCC agrees to be solely responsible for all salaries, taxes and insurance including Worker's Compensation of its own personnel.

**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
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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:

Tallahassee Orthopedic Clinic
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.

Tallahassee Orthopedic Clinic
Tallahassee, Florida



Martin Shipman, Administrator

Tallahassee Community College
Tallahassee, Florida

Jim Murdaugh, President



ELECTRONIC HEALTH INFORMATION SPECIALIST (EHIS) AFFILIATION AGREEMENT

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ARTICLE II TERM

- 2.01 This agreement shall be effective for the period beginning January 1, 2011, 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, to be effective at the completion of the internship experience of the current classes assigned to the Affiliate.
- 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.

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(2) Evaluate students in their learning experiences at the Affiliate, and to have conferences with the Affiliate's personnel or designee.

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(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 internship 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.

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

FLORIDA DEPARTMENT OF HEALTH
TALLAHASSEE, FLORIDA



Ana M. Viamonte Ros, M.D., M.P.H.
State Surgeon General

TALLAHASSEE COMMUNITY COLLEGE
TALLAHASSEE, FLORIDA

Jim Murdaugh
President