



November 16, 2009

MEMORANDUM

TO: District Board of Trustees

FROM: William D. Law, Jr., President

SUBJECT: Affiliation Agreements - Dr. Ron Saff and Desloge Home Oxygen and Medical Equipment

Item Description:

This item requests that the Board authorize the President to enter into two new affiliation agreements. One with Dr. Ron Saff and the other with Desloge Home Oxygen and Medical Equipment. Dr. Saff's office performs pulmonary function testing, and Desloge Home Oxygen and Medical Equipment performs patient testing and patient education related to the use of respiratory equipment, which are needed skills for our students in the respiratory program.

Overview:

At the March 2009 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 new agreements with Dr. Ron Saff and Desloge Home Oxygen and Medical Equipment to use their facilities as clinical sites for the respiratory care program.

Salient Facts

The contracts are the standard TCC contract format for health affiliation agreements.

Past Actions:

They are both new agreements since March 2009.

Future Actions:

If approved, these agreements will be added to the March 2010 Board item for annual renewal.

Funding/Financial Matters:

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

Staff Resource:

Barbara Sloan

Recommended Action:

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

RESPIRATORY CARE AFFILIATION AGREEMENT

This agreement is made and entered into by and between Tallahassee Community College, hereafter referred to as "TCC" and Dr. Ron Saff's Office, hereafter referred to as "the Affiliate."

ARTICLE I PURPOSE

- 1.01 The purpose of this agreement is to allow the respiratory care students to secure clinical learning experiences at the Affiliate and for the staff/faculty of TCC to supervise, assist and teach these students.

ARTICLE II TERM

- 2.01 This agreement shall be effective for the period beginning January 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 clinical 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 and faculty 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 respiratory care 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 shall have health examinations, in a manner approved by the Affiliate, prior to their participation in the clinical experience at the Affiliate. TCC agrees that all program participants will adhere to

health examination and 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 respiratory therapists 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 patient assignments in cooperation with the Affiliate's personnel.

(2) Supervising students in their learning experiences at the Affiliate.

(3) Planning for concurrent related instruction, both informal and formal classroom instruction, as needed to meet the objectives of the program during the regular school day.

(4) Maintaining individual records of class and clinical instruction, nursing practice and evaluation of student competency and health.

(5) Preparing clinical 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 educational program in the Center'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 Chair of Respiratory Care program or designee.

(6) The number of students to receive instruction in the clinical 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 educational 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 patients 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 Chair of the Respiratory Care Program 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, agents, employees and students.

ARTICLE IV RESPONSIBILITIES OF THE AFFILIATE

- 4.01 The Affiliate agrees to share in the responsibility for the education of students under the **respiratory care education 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 Chair of the Respiratory Care Program and the Affiliate's designee.
- 4.03 The Affiliate agrees to make available to faculty/employees and students under the program, facilities and clinical services for planned learning experiences in patient care 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 that the instruction under the program shall be given during Monday through Sunday school days, when possible, except regular holidays as provided for in the published school calendar as established by TCC. The Affiliate agrees that the division and arrangement of time under the respiratory care program with reference to theoretical and clinical learning experience shall be determined by the faculty/employees of TCC and shall be based upon the needs of the students for specific learning experiences required to meet the objectives of the nursing educational program.
- 4.08 The Affiliate agrees to retain responsibility for the care of patients 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.

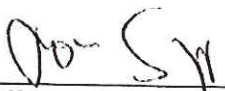
**ARTICLE V
RESPONSIBILITIES OF TCC AND THE AFFILIATE**

- 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:
- Dr. Ron Saff and/or designee
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 Office of the Dean of Healthcare Professions. 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.

DR. RON SAFF
TALLAHASSEE, FLORIDA

TALLAHASSEE COMMUNITY COLLEGE
TALLAHASSEE, FLORIDA



Dr. Ron Saff
17 Oct 2008

William D. Law, Jr.
President

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- (4) Maintaining individual records of class and clinical instruction, nursing practice and evaluation of student competency and health.
- (5) Preparing clinical rotation plans for services to be used for experience and securing the approval of the plan from the Affiliate's Director of Respiratory or designee prior to the commencement of the educational program in the Center's facilities. TCC agrees that before any major changes shall be made in the plans, they will be discussed with the Affiliate's Director of Respiratory or designee and that such changes will not be effected until such times as they shall be approved by the Director of Respiratory or designee.
- (6) The number of students to receive instruction in the clinical area at any given time will be determined by mutual agreement of the faculty/employees and the Affiliate's Director of Respiratory or designee prior to the commencement of the educational program within the Affiliate's facilities.

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**ARTICLE IV
RESPONSIBILITIES OF THE AFFILIATE**

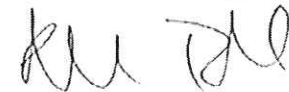
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The President of Tallahassee Community College
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The parties have executed this agreement as of the day and year first written above.

DESLOGE HOME OXYGEN
AND MEDICAL EQUIPMENT
TALLAHASSEE, FLORIDA



Administrator

Michael B. Kinner

TALLAHASSEE COMMUNITY COLLEGE
TALLAHASSEE, FLORIDA

William D. Law, Jr.
President