

Board Meeting Agenda Item Executive Summary

| | |
|--------------------------------|---------|
| Supt.'s Office Use Only | |
| Board Meeting | 7-21-09 |
| Agenda | Consent |
| Item No. | F. 15. |

| | |
|----------------------------|---|
| Board Meeting Date: | July 21, 2009 |
| Submitted By: | Charley Wise |
| Item Description: | Contract Renewal with the University of Florida College of Health and Human Performance |

Purpose and Explanation:

This annual contract renewal with the University of Florida College of Health and Human Performance provides for a program of supervised clinical education for athletic training students who are part of the University of Florida Athletic Training Education Program (ATEP). These students provide additional athletic trainer support to the UF certified athletic trainer assigned to BHS, EHS, GHS, and SFHS. There are no direct costs to SBAC.

BUDGETARY IMPACT

Funding Source (Description): General Fund **Amount: None**

| | | |
|--|---------------------------------------|---|
| Staff Attorney Review & Approval <i>(For Contracts Only)</i> | Date: 6/23/09 Initial: Tom Wittmer | ADDITIONAL INFORMATION Yes: _____ No: _____ |
|--|---------------------------------------|---|

CLINICAL EDUCATION AFFILIATED SITE AGREEMENT

A. Purpose: This Agreement between University of Florida Board of Trustees, for the benefit of the College of Health and Human Performance (hereinafter the “University” or “University of Florida”) and The School Board of Alachua County, Florida (hereinafter “Affiliated Site”) is established to provide a program of supervised clinical education for athletic training students who are part of the University of Florida Athletic Training Education Program (“ATEP”).

B. Clinical Education Experience

1. The University of Florida ATEP, in collaboration with the Affiliated Site, shall plan and administer a clinical educational experience which will satisfy the requirements of all applicable laws, regulations, and licensing or supervisory agencies.
2. The Affiliated Site shall provide clinical education experiences and the use of its facilities in accordance with the curricular goals of the ATEP and shall assist the University of Florida in evaluating the clinical competencies and proficiencies of the athletic training students (ATS). The University of Florida shall cooperate and consult with the Affiliated Site as necessary regarding the clinical education experience.
3. After consultation with the University, the Affiliated Site reserves the right to terminate participation in the clinical education experience of any student who is not performing according to standards acceptable to the supervising Approved Clinical Instructor (ACI) or Clinical Instructor (CI). Any requests for student withdrawal shall be directed to the academic coordinator at the University. The Affiliated Site agrees to cooperate fully in the investigation and resolution of the student status, including the provision of written documentation of the student’s unsatisfactory performance.
4. Any member of the Affiliated Site’s professional staff shall have the right to temporarily relieve a student from a specific assignment or require that the student step aside in the procedure when that student’s behavior poses an immediate threat to the safety and well being of the Affiliated Site’s patients and/or employees, or that the student fails to follow the Affiliated Site’s policies, procedures, rules or regulations, or where continued student presence is inconsistent with the operations of the Affiliated Site.

C. Responsibilities of the Sponsoring Institution:

1. University of Florida shall be responsible for selecting only those students who have successfully completed all the prerequisite courses and/or previous clinical education experiences and have been formally admitted into the ATEP. University of Florida shall retain general responsibility for content and methods of instruction, supervision, control, evaluation and related matters concerning the structure of the clinical education program and student admission to, dismissal from and participation in and faculty appointments to the clinical education program.
2. University of Florida shall inform the Affiliated Site of the level of training the students have received prior to this placement. The University shall provide the Affiliated Site with current information about its curriculum and clinical education goals.
3. To the extent that the State of Florida has partially waived its immunity to tort claims and is responsible for the negligent acts or omissions of its employees and agents as described in Section 768.28, Florida Statutes, University and its faculty, as employees or agents of the State of Florida, are protected for a claim or judgment by any one person in a sum not to exceed \$100,000 and for a total claims or judgments arising out of the same incident or occurrence, a total amount not exceeding \$200,000, such protection being provided by the State of Florida Self-Insurance Fund. The student has been required to purchase personal liability insurance in the amount of \$1,000,000 per occurrence and \$5,000,000 aggregate.
4. University of Florida will notify the student that he or she is responsible for:
 - a. Maintaining the confidentiality of patient information in accordance with the Health Insurance Portability and Accountability Act and its implementing regulations.
 - b. Adhering to the policies and procedures of the Affiliated Site.
 - c. Arranging for his/her own transportation.
 - d. Obtaining, at student's expense (Check one)
 - a Level 1 Screening as set forth in Section 435.03, Florida Statutes; or

- a Level 2 Screening as set forth in Section 435.04, Florida Statutes.

D. Responsibilities of the Affiliated Site:

1. The Affiliated Site shall provide the opportunity for the supervising ACI/CI to implement its planned, supervised program of clinical education based on objectives compatible with those of the University of Florida.
2. Qualified personnel will be provided by the Affiliated Site to supervise the students directly during the clinical experience. The Affiliated Site agrees that the ACI/CI will be responsible for working with the University of Florida faculty to coordinate and direct the clinical education program and the students' clinical experience.
3. The Affiliated Site agrees that the University will advise the supervising ACI/CI working with University of Florida ATS that the ACI/CI must maintain direct supervision of the students, never leaving them alone to practice athletic training.
4. The Affiliated Site agrees to allow all ACI/CI's to complete an Approved Clinical Instructor Workshop that will be provided by University of Florida.
5. The Affiliated Site personnel will provide an orientation regarding administrative policies, standards and practices at the Affiliated Site.
6. The Affiliated Site agrees to allow the ACI/CI to report on the ATS concerning the ATS's level of clinical growth and competence on forms provided by University of Florida. The evaluation process will be completed during a conference between the supervisor and the student. Students will also have an opportunity to evaluate the ACI/CI and the Affiliated Site.
7. The Affiliated Site will permit periodic inspection by University of Florida and accrediting agencies of its facilities or other items that pertain to the ATEP.
8. The Affiliated Site will maintain annual calibrations and/or electrical checks of modalities in the Affiliated Site's athletic training room and comply with safety regulations.

9. **Protection of Confidential Data.** The Affiliated Site agrees to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in the Family Educational Rights and Privacy Act (34 CFR § 99.33(a)(2)) and with the terms set forth below. 34 CFR 99.33(a)(2) states that the officers, employees and agents of a party that receives education record information from the University of Florida may use the information, but only for the purposes for which the disclosure was made.

Definition: Covered data and information (CDI) includes paper and electronic student education record information supplied by the University of Florida, as well as any data provided by the University of Florida's students to the Affiliated Site.

10. **Acknowledgment of Access to CDI:** The Affiliated Site acknowledges that the Agreement allows the Affiliated Site access to CDI.
11. **Prohibition on Unauthorized Use or Disclosure of CDI:** The Affiliated Site agrees to hold CDI in strict confidence. The Affiliated Site shall not use or disclose CDI received from or on behalf of the University of Florida (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by the University of Florida. The Affiliated Site agrees not to use CDI for any purpose other than the purpose for which the disclosure was made.
12. **Court orders and subpoenas:** Upon receipt of a court order or lawfully issued subpoena, the Affiliated Site agrees to notify the student pursuant to the requirements in 34 CFR 99.31(a)(9)(ii). The Affiliated Site may request assistance from the University of Florida in fulfilling this requirement. If the Affiliated Site fails to provide the notification required, the University of Florida may not allow the Affiliated Site access to personally identifiable information from education records for at least five (5) years.
13. **Return or Destruction of CDI:** Upon termination, cancellation, expiration or other conclusion of the Agreement, the Affiliated Site shall return all CDI to the University of Florida or, if return is not feasible, destroy any and all CDI. If the Affiliated Site destroys the information, the Affiliated Site shall provide the University of Florida with a certificate confirming the date of destruction of the data.
14. **Remedies:** If the University of Florida reasonably determines in good faith that the Affiliated Site has materially breached any of its obligations under this contract, the University of Florida, in its sole discretion, shall have the right to require the Affiliated Site to submit to a plan of

monitoring and reporting; provide the Affiliated Site with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, the University of Florida shall provide written notice to the Affiliated Site describing the violation and the action it intends to take. If the Family Policy Compliance Office of the U.S. Department of Education determines that the Affiliated Site improperly disclosed personally identifiable information obtained from the University of Florida's education records, the University of Florida may not allow the Affiliated Site access to education records for at least five years.

15. **Maintenance of the Security of Electronic Information:** The Affiliated Site shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted CDI received from, or on behalf of the University of Florida or its students. These measures will be extended by contract to all subcontractors used by the Affiliated Site
16. **Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information:** The Affiliated Site shall, within (10) ten days of discovery, report to the University of Florida any use or disclosure of CDI not authorized by this Agreement or in writing by the University of Florida. The Affiliated Site's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the Affiliated Site has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the Affiliated Site has taken or shall take to prevent future similar unauthorized use or disclosure. The Affiliated Site shall provide such other information, including a written report, as reasonably requested by the University of Florida.

E. Additional Responsibilities:

1. Both parties reserve the right to enter into similar agreements with other institutions.
2. No student shall, on the grounds of race, color, religion, sexual orientation, marital status, ethnic or national origin, creed, age, non-disqualifying disability, or sex be excluded from participation in, be denied the benefits of, or be subject to discrimination under any provision of this Agreement. The Facility agrees to treat qualified disabled students without discrimination based upon physical or mental disabilities in all clinical and

educational activities associated with this Agreement and to afford such individuals reasonable accommodations.

3. Under this Agreement, any notice required or permitted shall be in writing, and shall be personally delivered with a receipt obtained, sent by certified mail, return receipt requested, or by a nationally recognized overnight delivery service, addressed to:

Address of UNIVERSITY OF FLORIDA ATEP:

Patricia M. Tripp, PhD, ATC, CSCS
Director, Undergraduate Athletic Training Education Program
University of Florida
PO Box 118205
Gainesville, FL 32611-8205
Phone: 352-392-0584 x1402
Email: pmcginn@hhp.ufl.edu

4. It is understood and agreed that while participating in clinical education experiences under appropriate supervision at the Affiliated Site, the students shall not be deemed or considered to be employees of the Affiliated Site or its corporate affiliates for any purposes as a result of their participation in the clinical educational experience, and shall remain at all times students of the University of Florida. Conversely, agents and employees of the Affiliated Site are not and shall not be construed to be agents and employees of the University of Florida.
5. University shall have the right to terminate this Agreement at any time for refusal by the internship agency to allow public access to all documents, papers, letters or other materials subject to the provision of Chapter 119, Florida Statutes, and made or received by the internship agency in conjunction with this Agreement.
6. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida.
7. The terms set forth in this Agreement constitute all the terms and conditions agreed upon by the parties and no other terms or conditions in the future shall be valid and binding on any party unless reduced in writing and executed by both parties.
8. This Agreement is severable such that should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions shall continue to be fully enforceable.

9. No waiver of any breach of this Agreement or delay in the enforcement of the Agreement shall constitute a waiver of any preceding or succeeding breach or the right to enforce any other provision hereof.
10. This Agreement will be effective on July 1st, 2009 and shall remain in effect until June 30th, 2012, at which time it will expire. Either party giving 60 days notice in writing to the other party may terminate this Agreement. Such termination shall not take effect until the students already accepted for placement in the program have completed their scheduled clinical experience period. The parties may also terminate this Agreement at any time by mutual written consent.

Signature page follows

Signature Page

This Agreement shall be effective indefinitely as of the date written above, when executed by both parties.

University of Florida, College of Health and Human Performance on behalf of the Department of Applied Physiology and Kinesiology, Athletic Training Education Program

By: _____

Patricia M. Tripp, PhD, ATC, CSCS

Title: Director, Undergraduate Athletic Training Education

Date: _____

By: _____

Steven M. Dorman, PhD

Title: Dean, College of Health and Human Performance

Date: _____

Affiliated Site: The School Board of Alachua County

By: _____ Attest: _____

Printed Name: Tina Pinkoson

W. Daniel Boyd, Jr.

Title: Chairman

Superintendent

Date: _____ Date: _____

Addresses of AFFILIATED SITES:

1. Buchholz High 5510 NW 27th Avenue, Gainesville, FL 32606
2. Eastside High 1201 SE 43rd Street, Gainesville, FL 32641
3. Gainesville High 1900 NW 13th Street, Gainesville, FL 32609
4. Newberry High 400 SW 258th Street, Newberry, FL 32669
5. Santa Fe High 16331 NW US 441, Alachua, FL 32615

Approved As To Form

By  Attorney, School Board of Alachua County