

MEMORANDUM

To: Dr. Janet Vinson

From: Steve Dunn

Date: July 19, 2021

Re: OSU Health Sciences: Consent Agenda

SUBJECT

Accept and approve the RENEWAL agreement between Broken Arrow Public Schools and Oklahoma State University Center for Health Sciences – Department of Athletic Training providing OSU Athletic Training students clinical rotation experience in the District for athletic trainers. There is no cost to the District. S. Dunn

ENCLOSURES/ATTACHMENTS

Agreement

SUMMARY

Broken Arrow Public Schools will arrange clinical rotation experience for Oklahoma State University athletic training students at District school sites.

FUNDING

Not applicable

RECOMMENDATION

Approve

BROKEN ARROW PUBLIC SCHOOLS

Educating Today  *Leading Tomorrow*

Contract Committee Review Request

MUST BE COMPLETED IN FULL

Date: July 5, 2021

Contract/Agreement Vendor: Oklahoma State University

Name of Vendor		
<u>TJ Curato</u>	<u>918-561-1457</u>	
Contact Person		Phone Number
<u>1111 W. 17th St.</u>		
Address		
<u>Tulsa</u>	<u>OK</u>	<u>74107</u>
City	State	Zip
<u>tj.curato@okstate.edu</u>		
Email address – If vendor wants the agreement returned via email		

IS THIS A NEW VENDOR? IF SO, PLEASE PROVIDE : W9 _____ And _____

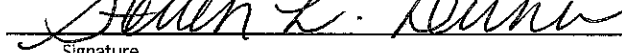
Vendor Registration

Person Submitting Contract/Agreement for Review: Steve Dunn Athletic Department
Name Site

Reason for Review: (New Agreement, Renewal...): Renewal Agreement

Audience/Group to benefit from Contract/Agreement: Sports Medicine

Routing Approval: PLEASE SEND TO APPROPRIATE LEADERSHIP TEAM MEMBER BEFORE SENDING TO STACIE CHASE

Principal and Director or Administrator: 
Signature

Does this Contract/Agreement utilize technology? No Yes
 Has it been reviewed by the Chief Technology Officer? No Yes

If yes, Approved by: _____
(Signature) Ben Stout, Chief Technology Officer

Leadership Team (formally Cabinet Member): _____
Signature

Funding Source: N/A
Description OCAS Coding

- Process: PLEASE FOLLOW ALL STEPS
1. The Contract/Agreement is reviewed and approved by site Principal/ Director/Administrator
 2. If Technology related, the Contract/Agreement is reviewed by Ben Stout, Chief Technology Officer
 3. Prepare Board Agenda Memorandum and attach to Contract/Agreement.
 4. Begin the requisition process and place a comment in the Notes section that says, "Please hold req pending board approval on _____"
Date of Board Meeting
 5. Attach this form with Contract/Agreement and Board Memo
 6. **The appropriate Leadership Team Member will review and submit to the Contract Committee**
 7. Keep copy for your records

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:30a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Stacie Chase. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.



SCHOOL OF
Allied Health

**CENTER
FDR HEALTH
SCIENCES**

**Department of Athletic Training
1111 West 17th Street
Tulsa, Oklahoma 74107
918-561-1457
<https://health.okstate.edu/athletic-training>**

UNIFORM CLINICAL AFFILIATION AGREEMENT

WHEREAS, Oklahoma State University Center for Health Sciences - Department of Athletic Training, hereinafter referred to as "College," and Broken Arrow High School,

hereinafter referred to as "Clinical Facility", hereby form an affiliation for the development of teaching programs in health care.

WITNESSETH:

WHEREAS, the parties named above are desirous of entering into this Agreement in order to set out their respective rights and duties hereunder; and,

WHEREAS, the goal of this Affiliation Agreement is to provide a learning experience for Athletic Training students in said Clinical Facility which the parties feel is essential to the education of the students; and,

WHEREAS, College, by association with Clinical Facility, will gain additional clinical facilities for teaching purposes and such affiliation will provide didactic resources to its Athletic Training students; and,

WHEREAS, it is the desire of said Clinical Facility and College to have teaching programs that are mutually coordinated and mutually beneficial; and,

WHEREAS, Clinical Facility and College wish to operate in a close affiliation and maintain high standards in health care and education as outlined by the various accrediting bodies of all parties; and,

WHEREAS, it is the desire of all parties to use Clinical Facility; and,

WHEREAS, Clinical Facility and College desire continuity of programs;

NOW, THEREFORE, the parties agree as follows:

- 1) College agrees to certify Athletic Training students of said College for clinical training at such reasonable times and in reasonable numbers as shall be mutually approved, providing professional and academic information (which shall be confidential in nature) about the assigned Athletic Training students as may be reasonably required by the Clinical Facility
- 2) All Athletic Training students who receive a portion of their education at the Clinical Facility will be directly supervised by the designated Clinical Faculty, or his/her designee, who shall be affiliated with the College and approved by the Clinical Facility Administrator.
- 3) Athletic Training students are not to be deemed employees of the Clinical Facility, nor should the facility pay them any compensation. Further, it is understood that the Athletic Training student will not be entitled to any employee benefits. The complete responsibility and control over the academic-related actions or non-actions of the Athletic Training students, performing hereunder, shall be with the College, the College's Clinical Faculty, and the attending supervisor(s).
- 4) Clinical Faculty or Clinical Facility may request College to withdraw any Athletic Training student whose conduct or practice is not in accordance with the requisite standard of care and College agrees to review and honor all such legitimate requests. The College, furthermore, may withdraw any Athletic Training student whose progress, conduct, or performance in practice does not meet its standards for continuation of the program.
- 5) College faculty members without staff appointment may observe and evaluate said Athletic Training students, but shall not supervise them.
- 6) College may assist Clinical Facility in rendering a service to the community; or in enlarging its scientific activities, if desired and approved by the Clinical Facility Administrator.
- 7) College retains exclusive power of appointment of its faculty.
- 8) Nothing in this Agreement shall be construed to limit the authority of the College over the

education of its Athletic Training students, establishment of its curricula, or other operations and functions of the College, which remain the sole responsibility of the College.

- 9) All patients participating in the teaching program will be determined by the medical staff of said Clinical Facility. It is the responsibility of the Clinical Faculty, designated by the College and/or the attending supervisor(s), to insure that informed patient consent has been given by each individual patient participating in the teaching program.
- 10) Athletic Training students serving clerkships in the Clinical Facility shall be responsibly involved in patient management and allowed to participate in patient care from admission to discharge and aftercare, subject to limitations provided by law and restrictions imposed by the attending physician(s). The Clinical Facility shall provide adequate facilities for Athletic Training students to make this program effective.
- 11) Athletic Training students from the College assigned to Clinical Facility shall be covered by professional liability insurance in accordance with the college or University's prevailing policies. College shall provide evidence of this coverage at the request of Clinical Facility
- 12) The Clinical Facility will maintain continual evaluation of the quality of patient care to insure that it meets professional standards.
- 13) The Clinical Facility and said College recognize the legal requirements involved in the area of civil rights and will not discriminate because of race, creed, color, sex, age, or national origin.
- 14) Other terms and conditions:

- 15) This Agreement shall be in effect the day and year hereinafter written and shall continue in full force until July 1, and thereafter from year to year. Either party may terminate this Agreement, without further cost or liability of any kind or nature, by submitting written notice to the other,

force until July 1, and thereafter from year to year. Either party may terminate this Agreement, without further cost or liability of any kind or nature, by submitting written notice to the other, 90 days prior to the date that termination is required.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, effective the _____ day of _____, 20_____.

Broken Arrow High School

OKLAHOMA STATE UNIVERSITY
CENTER FOR HEALTH SCIENCES
COLLEGE OF OSTEOPATHIC MEDICINE

By: _____

By: _____

Title: _____

Title: William J. Pettit, D.O.
Provost of OSU CHS
Senior Associate Dean for Academic Affairs

Date: _____

Date: _____

PROFESSIONAL LIABILITY INSURANCE INFORMATION SHEET

Name (please print) _____

Address _____

Phone _____

Professional Liability Insurance Co. (Complete name and address)

Financial Limits _____

Type of Coverage: _____ Claims Made _____

Occurrence _____

Date of Expiration _____
(Month) (Day) (Year)

I hereby agree that the information I have provided is correct and complete to the best of my knowledge, and further, that any changes in this information will be forwarded to the Oklahoma State University College of Osteopathic Medicine.

Date

Signature