



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Purchasing Services

Michael J. Woodall, CPPO, Purchasing Agent

813/794-2221 Fax: 813/794-2111

727/774-2221 TDD: 813/794-2484

352/524-2221 email: mwoodall@pasco.k12.fl.us

December 3, 2013

MEMORANDUM

TO: Honorable School Board Members

FROM: Michael J. Woodall, CPPO, Purchasing Agent *MJW*

RE: Affiliation Agreement – Clinical Education
University of South Florida Board of Trustees, a public body corporate,
for the USF Morsani College of Medicine, School of Physical Therapy, &
Rehabilitation Sciences

The Office of Student Support Programs and Services is requesting approval of the attached contract with the University of South Florida Board of Trustees, a public body corporate, for the USF Morsani College of Medicine, School of Physical Therapy, & Rehabilitation Sciences. The agreement will allow USF students participating in the Physical Therapist Assistant Program to obtain clinical experience in school-based settings while allowing the District to improve its overall educational program by providing opportunities for students to integrate academic theory with practical applications. Please reference the attached memo from Ms. Melissa Musselwhite, Director, Office Student Support Programs and Services, for further information regarding this agreement.

The services are outlined in the agreement and are attached for your perusal. The agreement will commence upon Board approval continuing through June 30, 2014, with two subsequent one-year renewals upon mutual agreement of the parties.

This agreement was previously reviewed & approved by Nancy Alfonso, School Board Attorney on October 30, 2013.

Should you have any questions regarding this matter, please contact me at your earliest convenience.

MJW/dam
Attachments

Date/Time: November 22, 2013 11:01:00



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Office for Student Support Programs and Services
April Stephenson, Bookkeeper
813/ 794-2764 727/ 774-2764
352/ 524-2764 Fax: 813/ 794-2117
e-mail: astephen@pasco.k12.fl.us

MEMORANDUM
ESE-13/14-AS-036

DATE: December 3, 2013

TO: Michael J. Woodall, CPPO, Purchasing Agent

FROM: April Stephenson, Bookkeeper of Student Support Programs and Services
Melissa Musselwhite, Director of Student Support Programs and Services *mm*
Amelia Van Name Larson, Assistant Superintendent for Student Achievement *AL*

RE: **CLINICAL EDUCATION AFFILIATION AGREEMENT by and between the University of South Florida Board of Trustees, a public body corporate, for the USF Morsani College of Medicine, School of Physical Therapy, & Rehabilitation Sciences and the District School Board of Pasco County (2013-2014) (Year 1 of 3) Contract # 2014000890**

The Office for Student Support Programs and Services is requesting School Board approval of the attached Clinical Education Affiliation Agreement by and between the University of South Florida Board of Trustees, a public body corporate, for the USF Morsani College of Medicine, School of Physical Therapy, & Rehabilitation Sciences and the District School Board of Pasco County. The agreement allows USF students participating in the Physical Therapist Assistant Program to obtain clinical experience in a school-based setting while allowing the District to improve its overall educational program by providing opportunities for students to integrate academic theory with practical applications.

The intent of this agreement is to establish a contract with the first term beginning upon School Board approval and continuing through June 30, 2014, with two subsequent one-year renewals. Year two beginning July 1, 2014, and continuing through June 30, 2015. Year three beginning July 1, 2015, and continuing through June 30, 2016. At this time we are requesting permission to enter into year one. Year one will commence on December 3, 2013, and continue through June 30, 2014.

Cost: \$0.00

Thank you for your assistance with this request.

MM/as

CLINICAL EDUCATION AFFILIATION AGREEMENT

This Clinical Education Affiliation Agreement is made effective on December 3, 2013, by and between the University of South Florida Board of Trustees (“USF”), a public body corporate, for the USF Morsani College of Medicine, School of Physical Therapy, & Rehabilitation Sciences and the District School Board of Pasco County (the “Agency”).

INTRODUCTION

1. USF has established a School of Physical Therapy & Rehabilitation Sciences (the “School”) which desires to affiliate with certain institutions in order to provide clinical education opportunities for students of the School.
2. Agency is willing to affiliate with the School and allow its facilities designated in Exhibit A to serve as clinical education site(s) for students of the School upon the terms and conditions set forth herein.

In consideration of the foregoing premises and the mutual covenants herein, USF and the Agency agree as follows:

- 1.0 Tenets of Affiliation.
- 1.1 Purposes and Objectives. The purposes of this Agreement are to establish collaboration between the parties to accomplish the parties’ mutual goals and objectives as follows:
 - a. Assisting the School in the education and preparation of graduates to be effective contemporary practitioners of physical therapy and to be prepared as clinical generalists to provide services throughout the broad spectrum of patient care.
 - b. Providing students of the School with patient care experiences under the supervision of licensed physical therapists which experiences will enable the students to (i) demonstrate respect for individuals from a variety of ethnic, cultural, language, socioeconomic, and age backgrounds; (ii) have compassion for the client as a whole person; (iii) be a problem solver and creative member of the primary health care team; (iv) demonstrate strong communication skills; and (v) develop clinical expertise in patient assessment and intervention in a variety of clinical settings.
 - c. Facilitating open communication between the parties relative to their mutual purposes and objectives and respective rights and responsibilities under this Agreement.



1.2 Rights and Responsibilities of the School and the Agency.

- a. The Agency agrees to support the educational programs of the School by designating certain resources, staff and facilities, as agreed upon and identified in the APTA Clinical Site Information Form, to be available for clinical education programs for students of the School.
- b. The School shall have authority and responsibility for the appointment and reappointment, in accordance with the School's policies and procedures, of qualified licensed physical therapists as members of the voluntary clinical faculty of the School responsible for supervising and instructing students who are assigned to clinical education programs at the Agency.
- c. The School shall have authority and responsibility for the selection and assignment of students to clinical education programs at the Agency, subject to the reasonable approval of the Agency. The number of students to be assigned and the days, hours, and duration of clinical education experiences will be determined by mutual agreement of the Agency and the School.
- d. The School's designated faculty and Agency's designated staff shall cooperate in the planning, coordination, and evaluation of clinical education experiences for students. The School will provide its Clinical Education Manual (the "Manual") available: <http://dpt.health.usf.edu> to Agency's designated staff, who conduct clinical education experiences in accordance with the policies and procedures set forth in the Manual.
- e. The School shall have the right and, upon written request of the Agency, the responsibility to remove students from assignment to clinical education programs at the Agency. The Agency may request the School to remove any student from assignment at the Agency whose conduct or work with patients or personnel is not, in the opinion of Agency administration, in accordance with acceptable standards of performance, Agency policies and procedures, or the requirements of this Agreement. The Agency may demand a student immediately leave the premises at any time the conduct of the student would be detrimental to patients or others.
- f. The Agency shall, upon reasonable advance request, permit the inspection of its designated facilities and resources pertinent to the clinical education program by the School and accreditation agency representatives.
- g. The parties are committed to the principles of equal opportunity without regard to race, color, marital status, sex, religion, national origin, disability, or age, as provided by law. It is the goal of the parties to create and maintain a work and study environment that is positive and free of unlawful discrimination.



- h. The Agency agrees to arrange for first aid emergency care to students of the School who are injured on the Agency's premises, provided that the Agency shall have no responsibility for any follow-up care, hospitalization, or the cost of any medical services provided to such students including the first aid care.

1.3 Rights and Responsibilities of Students.

- a. Students of the School are expected to conduct themselves as professionals and interact with patients, families, and co-workers in a constructive and congenial manner. The responsibilities of students include:
 - (i) developing a personal program of self-assessment and professional growth with guidance from the School's faculty;
 - (ii) participating in safe, compassionate, and cost effective patient care under supervision commensurate with their level of advancement and responsibility, and advising all patients at an appropriate time of their status as students of the School;
 - (iii) participating in all required orientations, seminars, and other educational activities of the program; and
 - (iv) adhering to applicable policies, procedures, practices, and directives of the School and the Agency.
- b. Students of the School have no right to any compensation, or to any vacation or sick pay, health, disability, or life insurance benefits, retirement benefits, workers compensation, unemployment compensation, or any other employment benefits from either USF/School or the Agency in connection with the students' participation in clinical education programs at the Agency.
- c. Students of the School who are selected for assignment to the Agency will be instructed by USF of their responsibility, as a condition of such assignment, to comply, at their personal expense, with the health status and uniform policies of the Agency.
- d. Students of the School are required to, at their personal expense, obtain and maintain health insurance coverage.

2.0 General Provisions.

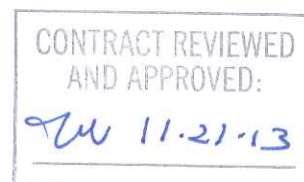
2.1 Insurance.

- 2.1.1 Students. The students of the School who are assigned to the Agency for clinical education programs pursuant to this Agreement are provided protection against professional liability claims by the University of South Florida Health Sciences Center Self-Insurance Program and a Student Blanket Professional Liability



Insurance Policy. Certificates evidencing such liability protection are attached hereto as Exhibits B and C.

- 2.1.2 Agency. During the term of this Agreement, and at its sole expense, Agency will maintain comprehensive general liability insurance, including professional liability insurance, insuring against claims for bodily injury, personal injury, and property damage arising out of the acts, conduct, or omissions of Agency, its employees, officers, and agents. The limits of such insurance shall not be less than the limits required by law. Agency shall provide College with a certificate evidencing such insurance.
- 2.2 Term, Review, and Termination. The intent of this Agreement is to establish a contract with **the first term beginning upon School Board approval and continuing through June 30, 2014, with two subsequent one-year renewals. Year two beginning July 1, 2014, and continuing through June 30, 2015. Year three beginning July 1, 2015, and continuing through June 30, 2016.** All three years based upon mutual agreement, evidenced in writing, and signed by authorized representative of both parties and final approval by the School Board. This Agreement is a limited affiliation for the purposes herein described for unlimited duration. However, the parties will review the affiliation created by this Agreement on an annual basis to determine whether to continue, terminate, or modify this Agreement. Either USF or the Agency may terminate this Agreement without cause by delivering written notice to the other party at least sixty (60) days prior to the date on which termination is to be effective. Either party may immediately terminate this Agreement, requiring the School to remove its students from assignment to clinical education programs hereunder, in the event of any material violation of the Agreement by the other party.
- 2.3 Status of Parties. USF and the Agency are independent contractors and nothing in this Agreement shall be deemed or construed to create an employment, agency, or partnership relationship between them. The School's full-time faculty members and students shall not be deemed to be employees or agents of the Agency for any reason, nor shall any employee, agent or medical staff member of the Agency, including those granted a volunteer clinical faculty appointment in the School, be deemed an employee or agent of USF or the School. The School's full-time faculty members and students shall not be responsible for the supervision or control of the patient care activities of any Agency employee or staff member.
- 2.4 Institutional Names. Notwithstanding this Agreement, USF and the Agency shall not be entitled to use and shall not use the name or logo of the other party in any advertising, promotion or literature, without the advance written approval of such other party.
- 2.5 Notices. Any notice called for under this Agreement shall be effective if mailed by certified or registered mail, postage prepaid, or hand delivered with evidence thereof to the parties at their following addresses:



To Agency: Michael J. Woodall, CPPO, Purchasing Agent
District School Board of Pasco County
7227 Land O'Lakes Boulevard
Land O'Lakes, Florida 34638

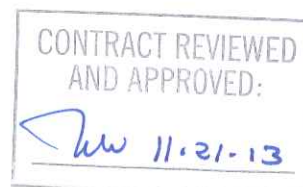
With Copies to: Melissa Musselwhite, Director of Student Support Programs and Services
District School Board of Pasco County
7227 Land O'Lakes Boulevard
Land O'Lakes, Florida 34638

To USF: Director, School of Physical Therapy & Rehabilitation Sciences
University of South Florida
12901 Bruce B. Downs Boulevard, MDC 77
Tampa, Florida 33612

With Copies to: Office of the General Counsel
University of South Florida
12901 Bruce B. Downs Boulevard, MDC 02
Tampa, Florida 33612

- 2.6 Modifications. This Agreement may be modified only by written instrument signed by the authorized representative of the parties. Following the execution of this Agreement and consistent with the intent and terms hereof, the authorized representatives of the parties may develop memoranda of understanding and other mutually approved documents to formalize operational details of the clinical education program.
- 2.7 Governing Law. This Agreement has been entered into in the State of Florida and shall be construed in accordance with the laws of the State of Florida.
- 2.8 Authority. The individuals signing this Agreement on behalf of USF and the Agency are each a duly authorized representative of such party with full power and authority to execute this Agreement.

SIGNATURE PAGE IMMEDIATELY FOLLOWS




In witness whereof, USF and the Agency have caused this Agreement to be executed.


AGENCY


USF BOARD OF TRUSTEES


By: _____
Name: Kurt S. Browning
Title: Superintendent

By: 
Name: Donna J. Petersen, ScD, MHS
Title: Senior Vice President, USF Health

Approved by:

By: 
Name: William S. Quillen, PT, DPT, PhD, FACSM
Title: Associate Dean
Professor & Director School of Physical
Therapy & Rehabilitation Sciences
USF Morsani College of Medicine

Approved as to Form and
Legal Sufficiency

Attorney, USF

 11.21.13
Signature Date
Michael J. Woodall, CPPO, Purchasing Agent
District School Board of Pasco County

CONTRACT REVIEWED
AND APPROVED:
 11.21.13

AGENCY CONTACT INFORMATION

Type/Print Contact Person: William "Lee" Roberts, PT, DPT

Address: District School Board of Pasco County
Office for Student Support Programs and Services
7227 Land O'Lakes Boulevard
Land O'Lakes, Florida 34638

Telephone #: (813) 794-2602

Fax #: (813) 794-2117

E-mail address: lroberts@pasco.k12.fl.us

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Exhibit A
Clinical Education Sites

All Pasco County schools.

CONTRACT REVIEWED
AND APPROVED:
JW 11.21.13