

MEMORANDUM OF AGREEMENT
between
CONCORD UNIVERSITY
DIVISION OF EDUCATION AND HUMAN PERFORMANCE
ATHLETIC TRAINING EDUCATION PROGRAM
and
Houston Texans

This agreement is made between *Houston Texans*, hereafter known as the "Clinical Site" and the Concord University Athletic Training Education Program, hereafter known as the "University."

WHEREAS, both parties to this agreement want to assure quality and continuity of care appropriate to the needs of clients in the Clinical Site, and

WHEREAS, the Clinical site is committed to providing quality care for its clients, and the University is deeply dedicated to providing quality learning experiences for supporting its students to achieve the clinical objectives for the Athletic Training courses and clinical experiences defined in the program, and

WHEREAS, both parties are committed to attaining quality of purpose and whereas this shared goal is enhanced by our mutual agreement, and

WHEREAS, nothing in this agreement shall alter the freedom enjoyed by either organization, nor shall in any way affect the independent operation of either organization, so

NOW THEREFORE, IN CONSIDERATION of the mutual advantage occurring to both parties, hereto, the Clinical Site and the University hereby covenant and agree with each other as follows:

The term of this agreement shall begin on *July 1, 2018* and shall continue until either party desire to discontinue this agreement. In the event that discontinuation of this agreement is desired by either party, the other party must be notified within thirty (30) days of this desire.

Both parties are independent contractors. Neither party is authorized or permitted to act as an agent or employee of the other. Nothing in this agreement shall in any way alter the freedom enjoyed by either party, nor shall it any way alter the control of the management, assets, and affairs of the respective parties. Neither party, by virtue of this agreement, assumes any liability for any debts or obligations of either financial or a legal nature incurred by the other party of this agreement.

It is further agreed by the aforesaid parties that:

I. MUTUAL RESPONSIBILITIES

- A. The Clinical Site will accept students selected by the University for a period of clinical education and/or portions of professional work requiring clinical exposure and practice. The nature of the experience shall be arranged by the Director of the Athletic Training Education Program, hereafter known as ATEP Director, in conjunction with the individual designated as the Clinical Site Coordinator.
- B. The time periods and number of students assigned during any one clinical training period will be mutually agreed upon by the University and Clinical Site.
- C. The University and Clinical Site will be mutually responsible for providing students with information regarding the policies, rules, and regulations of the Clinical Site and for advising students of their responsibilities to abide by such policies, rules, and regulations while assigned to the Clinical Site.
- D. The University maintains the privilege of visiting the Clinical Site before, after, and/or during the clinical education periods at times that are mutually convenient.
- E. Faculty and students of the University and Clinical Site personnel will collaborate to assure: quality and continuity of care for Clinical Site clients and attainment of learning objectives.
- F. The Clinical Site will have the authority to request the University to immediately withdraw from the Clinical Site any student whose performance is unsatisfactory or whose characteristics and activities are detrimental to the Clinical Site in carrying out its health care responsibilities.
- G. The University and Clinical Site shall not discriminate against any student on the basis of race, color, creed, national origin, religion, sex, or on the basis of handicap, if such student is a qualified student.
- H. The University faculty and the Clinical Site Coordinator and other Clinical Site Personnel (if applicable) will meet jointly on a regular basis, at least annually, for the purpose of program review and evaluation and in any event when such a meeting would be warranted for the benefit of both parties.

II. ATHLETIC TRAINING EDUCATION PROGRAM RESPONSIBILITIES

- A. Prior to the educational experience and continuous with it, there shall be close planning between the ATP Director and the Clinical Site Coordinator to provide information regarding desired learning experiences and policies as these relate to the teaching of Athletic Training.
- B. Provide the Clinical Site with ATP course outlines, outlining designated educational competencies and clinical proficiencies, in addition to rotation schedules necessary to assure proper instructional programs at the Clinical Site.
- C. Provide projected schedules of students' time commitment to the Clinical Site prior to beginning the field experience.
- D. Provide student evaluation criteria and the necessary forms for the clinical education program.
- E. Clearly identify the role and responsibility of athletic training students assigned to the Clinical Site.
- F. Provide adequate notice to the Clinical Site of the student clinical assignments.
- G. Require students to undergo necessary health examinations, at their own expense, prior to the time of their clinical assignments and any other protective measures as agreed upon by the University and the Clinical Site including, but not limited to the following:
 - 1. General health physical examination completed prior to acceptance to the ATP
 - 2. Initiation of Hepatitis B vaccination or signature on informed consent/ declination form
 - 3. Participation in OSHA/Blood Borne Pathogen Training
 - 4. Verification of completing the "Technical Standards" for admission to the ATP.
- H. Hold students responsible for arranging their own transportation to and from the Clinical Site.
- I. Assure that prior to clinical placement each student has professional liability insurance which provides coverage for acts taken within the scope of his/her curriculum and clinical placement.
- J. Provide faculty for clinical supervision in the individual Clinical Sites.
- K. The University shall reserve the right to revise any assignment prior to the student's entry into the Clinical Site's clinical education program.
- L. The University reserves the right to withdraw a student from his/her assigned clinical education experience at the Clinical Site when in the University faculty member's judgment the clinical experience does not meet the needs of the student.

III. CLINICAL SITE RESPONSIBILITIES

- A. Designate Travis Turner, MS ATC as the Site Coordinator.
- B. The Site Coordinator shall meet the requirements and undergo training supplied by the University to become a Clinical Preceptor of the University.
- C. The Site Coordinator must read and sign the document "*Policy and Job Description for Clinical Preceptor*" prior to students being assigned to the Clinical Site and at the beginning of each academic year (Refer to document enclosed).
- D. Provide clinical education experiences as stated in the Philosophy and Objectives of the Athletic Training Education Program and Concord University.
- E. Provide the University faculty with written evaluation of the affiliating student's performance. The format of these evaluations is to be prescribed by the University.
- F. Provide the minimum physical facilities, equipment, and supplies necessary for the clinical education experience.
- G. Prior to students being assigned to the Clinical Site, the Clinical Site must provide the necessary documentation to demonstrate they have met all the "*Requirements for Affiliated Clinical Sites*" (Refer to document enclosed).
- H. Designate a minimum of one student and a maximum number of students mutually agreeable to both parties for any given period of clinical experience.
- I. The Clinical Site and Site Coordinator for clinical education has sole and primary responsibility for client care and treatment. The student, acting under the supervision of the Clinical Site Coordinator, will assist in providing this care and will not be solely responsible for client care rendered at the Clinical Site.
- J. Provide orientation for students and University faculty to the Clinical Site's policies and procedures.
- K. Provide safe parking [close to the facility] for students from the University while they are engaging in this clinical rotation.

IV. IT IS FURTHER AGREED:

The athletic training students assigned by the University to the Clinical Site under this agreement are receiving training and have not yet developed the level of skill and experience of certified professionals in the field. The primary responsibility of such individuals is to assist school personnel in designing and implementing athletic training activities. Neither the University nor the athletic training student accepts responsibility for determining the extent of injuries or for the treatment of injuries except under the direct supervision of Clinical Site personnel and medical practitioners providing services to the clinical site. Individuals assigned by the University shall be entitled to rely upon instructions provided by Clinical Site personnel, including school nurses and Athletic Department personnel, as well as any team physician or NATABOC certified athletic trainer providing services to the Clinical Site or participants in the school program. While individuals provided by the University under this agreement have been trained in first aid procedures they are not intended to be a source of long-term care or treatment for injuries except under the direct supervision of a BOC-certified athletic trainer, physician or other qualified supervisors. In no instance should the Clinical Site rely upon the University or individuals assigned by the University under this agreement to provide medical services to the Clinical Site or those participating in Clinical Site activities except on an emergency basis until such time as the services of a qualified individual can be obtained.

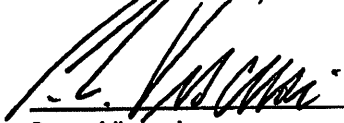
FURTHER:


Nothing contained herein shall be deemed to create or acknowledge the existence of a joint venture between the University and Clinical Site. This agreement is entered into and between the University and Clinical Site solely for their individual benefit and as a means of providing educational opportunities to students participating in the educational program and no client or other third party shall be deemed entitled to assert any rights hereunder or to receive the benefits hereof.

It is recognized that the University's participation herein is in order to enable it to provide an educational experience for its students and the University shall be entitled to regulate the activities of its students to the extent necessary to comply with academic requirements. It is recognized that the Clinical Site has agreed to participate with the University in providing an educational experience but that the primary obligation of the Clinical Site is to its student-athletes and clients and in that regard it shall have the responsibility of regulating the conduct of the athletic training students to the extent necessary to insure the well-being of its student-athletes and clients, and compliance with all laws, rules and regulations governing its activities.

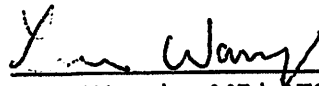
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed.

CONCORD UNIVERSITY

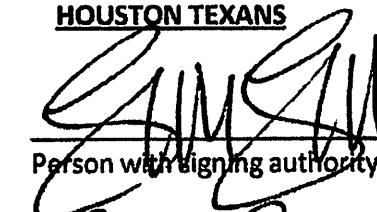
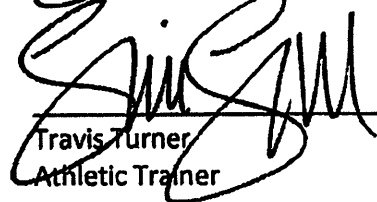
 Date 7/18/18
Peter Viscusi
Provost

 Date 7/12/18
David Campbell, PhD
Chair, Department of Health, Physical Education
And Athletic Training

 Date 6/25/18
John Roberts, MEd, ATC
Director, ATP

 Date 7/11/18
Laura Wamsley, MEd, ATC
Clinical Education Coordinator, ATP

HOUSTON TEXANS

 Date June 19, 2018
Person with signing authority for Organization
 Date June 19, 2018
Travis Turner
Athletic Trainer