



AGREEMENT FOR CLINICAL EDUCATION
OF
PHYSICAL THERAPY STUDENTS

THIS AGREEMENT made and entered into this ____ day of _____ **2020**, by and between _____ (hereafter known as the "**Clinical Site**") and **CLARKE UNIVERSITY - DOCTOR OF PHYSICAL THERAPY PROGRAM, DUBUQUE, IOWA** (hereafter known as the "**School**").

WHEREAS, health care professions are committed to the improvement of the quality of life and the health care delivery system globally; and

WHEREAS, the physical therapy profession is an integral member of this delivery system and is dedicated to the prevention, rehabilitation, and management of acute or prolonged movement dysfunction, pain, and other health-related conditions; and

WHEREAS, the **School** has demonstrated a commitment to the development of quality education in its Doctor of Physical Therapy Program; and

WHEREAS, the **School** recognizes the **Clinical Site's** primary responsibility to provide quality health care; and

WHEREAS, the **School** recognizes that the rights of patients/clients have priority over the education of physical therapists; and

WHEREAS, the **Clinical Site** recognizes that commitment to quality clinical education results in improved health care; and

WHEREAS, the **Clinical Site** will demonstrate a commitment for excellence in providing health care and provision of clinical resources for learning by students of physical therapy; and

WHEREAS, both the **School** and the **Clinical Site** recognize their common interest in and commitment to quality physical therapy education; and

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

NOW, THEREFORE, in consideration of the mutual advantage occurring to both parties hereto, the **Clinical Site** and the **School** hereby covenant and agree with each other as follows:

ARTICLE I. SCHOOL RIGHTS AND RESPONSIBILITIES

- A. The physical therapy program philosophy and curricular design, instructional plan, and scheduling of clinical experiences shall be the responsibility of the **School**.
- B. The **School's** Director of Clinical Education (DCE) will assign the student to the **Clinical Site**, designate the length of the student's clinical affiliation, and determine and direct the nature of the student's experience in conjunction with the Site Coordinator of Clinical Education (S.C.C.E.). The **School** will assign only those students who have satisfactorily completed the prerequisite components of the curriculum, in accordance with the **School's** policies and procedures.
- C. The **School** shall give adequate notice of the student assignment for clinical affiliation to the **Clinical Site**.
- D. The **School** shall reserve the right to revise any assignment prior to the student's entry into the **Clinical Site's** clinical education program.
- E. The **School** shall provide the student evaluation forms and other forms necessary for the clinical education program.
- F. Representatives of the **School** retain the right to visit the **Clinical Site** before, after and/or during the clinical affiliation periods at times that are mutually convenient.
- G. Notwithstanding Article IV of this Agreement, the **School** reserves the right to immediately withdraw a student from his or her assigned clinical education experience at the **Clinical Site** when, in the **School's** judgment, the clinical experience does not meet the student's needs.
- H. It shall be the responsibility of the individual affiliating student to assume the cost of professional liability insurance. The **School** shall arrange for a policy for professional liability insurance coverage with minimum liability limits of \$2,000,000.00 per medical incident and \$4,000,000.00 aggregate. While the student shall bear the cost of the professional liability insurance premium, the **School** shall require the student to obtain this insurance prior to the clinical affiliation with the **Clinical Site** and the **School** shall furnish the **Clinical Site** with a copy of the liability insurance certificate. The **School** shall also require that the student maintain this policy throughout the course of the professional phase of their education at Clarke University.
- I. The **School** shall warrant that each student assigned to care for patients has been informed of proper infection control policies. The **School** shall require the affiliating student to annually meet all health and certification requirements, including tetanus, MMR, Hepatitis B, tuberculosis, and cardiopulmonary resuscitation certification, as designated by the **Clinical Site**. Required proof will be the responsibility of the affiliating student. Before a student affiliates with the **Clinical Site**, the **School** shall inform the student of the availability of the Hepatitis B vaccination and require that the student either undergo the vaccine series or sign a declination statement. The **School** shall furnish proof of the student's bloodborne pathogen training, mandatory reporter training, and results of criminal background check.

J. The **School**, its students and faculty shall preserve the confidentiality of any patients, clients, residents that they encounter consistent with the highest standards of care.

K. The **School** will inform the students that evidence of basic health insurance is necessary, or the **School** will provide the students with basic health insurance.

ARTICLE II. CLINICAL SITE RIGHTS AND RESPONSIBILITIES

A. Prior to the student's clinical affiliation, the **Clinical Site** shall contact the student and inform the student that the **Clinical Site** is prepared to accommodate the student's clinical experience. Appropriate information required for the student to begin the affiliation should also be provided during this pre-clinical contact.

B. The **Clinical Site** shall designate one of its qualified physical therapists as the S.C.C.E.

C. The **Clinical Site** and the S.C.C.E. shall designate at least one qualified physical therapist as a clinical instructor for backup purposes.

D. The **Clinical Site** shall provide clinical education experiences as stated in the **School's** Policy and Procedures Manual, a copy of which will be provided to the **Clinical Site**.

E. The **Clinical Site** shall provide the **School** with written mid-clinical education experience and final clinical education experience evaluations of the affiliating student's performance. The format of these evaluations is to be prescribed by the **School**.

F. The **Clinical Site** and the S.C.C.E. shall have sole and primary responsibility for patient care and treatment. A student should be encouraged to observe as many procedures as possible; however, the student shall perform only those tasks consistent with the clinical education program and properly delegated in accordance with all state and federal laws. A student shall receive a structured learning experience and shall not serve as a routine substitute for **Clinical Site** Staff.

G. The **Clinical Site** shall provide the student with opportunities to participate in conferences and programs conducted at the **Clinical Site** which are related to physical therapy.

H. The **Clinical Site** shall provide the physical facilities and equipment necessary for the clinical education experience.

I. The **Clinical Site** shall provide first aid and/or emergency care which relate to the student's on-the-job injuries. The cost of such care would be the student's responsibility.

J. The **Clinical Site** will have authority to request that students whose clinical performance, conduct, or health is unsatisfactory or detrimental to the **Clinical Site** in carrying out its health care responsibilities be withdrawn immediately. A request for student withdrawal will be directed to the DCE, if the DCE is not available, the request should be made to the **School** director. The **School** has the obligation to respond to any such requests within two working days.

K. Other than as specified within this subparagraph II (K), the participating student is not to be compensated by the **School** or the **Clinical Site**. The student's participation is merely for educational purposes. The student will not be reimbursed for mileage or those personal items not provided by the **Clinical Site**, but which are needed by the student to perform his or her duties at the **Clinical Site**. Assistance to be provided to the student shall consist of the following:

ARTICLE III. MUTUAL RIGHTS AND RESPONSIBILITIES

A. The **School** and the **Clinical Site** will maintain communication through the DCE and the S.C.C.E. to assure systematic planning of educational experiences and exchange of information.

B. The time periods and number of students assigned during any one clinical affiliation period must be approved by both the **School** and the **Clinical Site**.

C. Faculty and students of the **School** and **Clinical Site** personnel will collaborate to assure quality and continuity of care for **Clinical Site** clients and attainment of learning objectives by the students.

D. The **School** and the **Clinical Site** shall not discriminate against any student because of the student's race, color, religion, sex, national origin, age, or ancestry. Also, the **School** and **Clinical Site** shall not discriminate against any student on the basis of handicap if such student is a "qualified individual with a disability," as defined by the Americans with Disability Act of 1990. The **School** and the **Clinical Site** prohibit sexual harassment of students, faculty, or clinical staff. All **School** and **Clinical Site** employees and students are responsible for compliance. Specific concerns or complaints regarding sexual harassment should be brought to the attention of the appropriate supervisor.

ARTICLE IV. TERM

The term of this Agreement shall begin on the date of this Agreement and shall continue until such time as either party has terminated this Agreement by advising the other party of its intent to terminate in writing at least 90 days prior to the desired termination date. This agreement may be modified by mutual written consent at any time.

ARTICLE V. INDEMNIFICATION

The **Clinical Site** and **School** shall at all times indemnify and hold harmless each other, their employees, agents and representatives, from any and all suits, claims, demands, costs, damages, counsel fees, charges, liabilities, and expenses whatsoever, which they shall or may at any time sustain or incur or become individually liable for, by reason or in consequence of, any actions or omissions by the other party.

ARTICLE VI. GOVERNING LAW

This Agreement shall be enforced and interpreted in accordance with the laws of the State of Iowa.

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

CLINICAL SITE

CLARKE UNIVERSITY

Site Coordinator of Clinical Education

Director of Clinical Education

Date: _____

Date: _____

Administrator

Vice President of Academic Affairs

Date: _____

Date: _____