

**AGREEMENT FOR CLINICAL EDUCATION
OF PHYSICAL THERAPY STUDENTS**

This Agreement, made and entered this ____ day of _____, 2010, by and between _____ hereinafter known as the "Clinical Unit" and the University of South Alabama, College of Allied Health Professions, Department of Physical Therapy, hereinafter known as the "Department".

It is agreed by the aforesaid parties to be of mutual interest and advantage for selected students of the aforesaid indicated Department, hereinafter known as "Students" of the Department, to be provided quality clinical education experiences at the Clinical Unit.

The term of this Agreement shall begin on the date first above specified and shall continue until such time as either party hereto has terminated such Agreement by advising the other party of its intent to terminate in writing at least four months prior to the termination date, provided, however, that no termination without cause may be made by the Clinical Unit until all students currently participating in clinical experiences pursuant to this agreement are finished with the current clinical experiences. This Agreement may be modified by mutual consent at any time.

It is further agreed by the aforesaid parties that:

I. MUTUAL RESPONSIBILITIES

- A. The Clinical Unit will accept students selected by the Department and agreed upon by the Clinical Unit for a period of clinical education and/or portions of professional training requiring clinical exposure and practice. The nature of the experience shall be individually arranged by the Academic Coordinator of Clinical Education from the Department with the Center Coordinator of Clinical Education from the Clinical Unit within the stated philosophy and objectives of the Department and the Clinical Unit.
- B. The time periods and number of students assigned during any one clinical training period will be mutually agreed upon by the Department and Clinical Unit.
- C. The Clinical Unit will be responsible for conducting orientations to students of the policies, rules and regulations of each Clinical Unit and to advise the students of their responsibility to abide by such policies, rules and regulations while assigned to the Clinical Unit.
- D. The Academic Coordinator of Clinical Education maintains the privilege to visit the Clinical Unit before, after and/or during the clinical education periods.
- E. The Department will consider suggestions from the Center Coordinator of Clinical Education regarding curriculum improvement.
- F. The Clinical Unit will have authority to request the Department to immediately withdraw from the Clinical Unit any student whose performance is unsatisfactory or whose characteristics and activities are detrimental to the Clinical Unit carrying out its health care responsibilities.
- G. The Director of the Clinical Unit shall appoint one of its employees as Center Coordinator of Clinical Education.
- H. Department and Clinical Unit agree that there shall be ongoing communication between the parties to evaluate students and the clinical program.

- I. The Department and Clinical Unit shall not discriminate against any student on the basis of race, color, creed, national origin, religion or sex.

II. DEPARTMENT RESPONSIBILITIES

- A. The Department shall give adequate notice to the Clinical Unit of the student assignment for clinical education.
- B. The Department shall reserve the right to revise any assignment prior to the entry of a student into the Education Program of the Clinical Unit.
- C. The Department shall appoint an Academic Coordinator of Clinical Education who will be the liaison representative from the Department to the Clinical Unit.
- D. The Department shall provide the student evaluation forms and other forms necessary for the clinical education program.
- E. The Department reserves the right to withdraw a student from his/her assigned clinical education experience at the Clinical Unit when in the Department's judgment the clinical experience does not meet the needs of the student.
- F. The Department will furnish to the Clinical Unit evidence that each student has undergone a health examination, including tuberculin and rubella tests and HBV vaccination, prior to the initial affiliation assignment.

III. CLINICAL UNIT RESPONSIBILITY

- A. The Clinical Unit shall provide clinical education experiences as stated in the Objectives and Philosophy of the Department.
- B. The Clinical Unit shall appoint a Center Coordinator of Clinical Education who will be the liaison representative from the Clinical Unit to the Department.
- C. The Clinical Unit and Center Coordinator of Clinical Education have sole and primary responsibility for patient care and treatment.
- D. The Clinical Unit shall provide the student with opportunities to participate in conferences and programs conducted at the Clinical Unit which are related to Physical Therapy.
- E. The Clinical Unit shall provide the physical facilities and equipment necessary for the clinical education experience.
- F. The Clinical Unit shall provide first aid and/or emergency care which relate to on-the-job incurred injuries to the student at the student's expense, unless such injury is the result of the Unit or its employees' negligence; then the Clinical Unit shall provide care and pay the cost of all related care.
- G. The Clinical Unit shall complete forms requested by the Department which relate to the Clinical Education Program within requested time limits.
- H. The Clinical Unit agrees that at all times, under this Agreement, it has full and appropriate licensure to do business as a health care facility, that it complies with all appropriate State and local laws, regulations, and

other similar requirements, and that the individuals who will be supervising students of the Department have met appropriate licensure requirements and are appropriately certificated for the areas for which they are responsible.

IV. GENERAL AGREEMENT BETWEEN THE PARTIES

- A. It is understood that as the Agreement develops, it may require change. Therefore, it is understood that changes in this Agreement will be forthcoming in order to achieve the purpose of this Agreement. This Agreement shall be reviewed upon written consent of both parties hereto. Thereafter, such revisions will be made a part of this Agreement, if initially agreed to.
- B. In the performance of the duties and obligations under this Agreement, it is mutually understood and agreed that the Clinical Unit, the University, their employees, agents, servants and students are at all times performing as independent contractors. The sole interest and responsibility of the Clinical Unit is to insure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner. All applicable provisions of the law, rules and regulations, policies and procedures of the University and other rules and regulations of any and all Governmental entities must be fully complied with by all parties hereto. The University will comply with all policies, rules and regulations of the Clinical Unit as long as these policies, rules and regulations are not inconsistent with the University's policies, rules and regulations.
- C. The Department and Clinical Unit will secure professional liability insurance coverage in amounts not less than one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) annual aggregate, with costs of the coverage borne by the University of South Alabama for the students and by Clinical Unit for themselves. As evidence of such coverage, each will furnish to the other a certificate of insurance prior to commencement of this agreement and annually thereafter. Such certificate shall provide that the aforementioned coverage cannot be materially altered or canceled without at least thirty (30) days written notice received by the other party. Failure of either party to obtain and maintain such coverage shall be grounds for immediate termination of this agreement.
- D. Parties represent that neither parties nor their respective staff members and/or employees have been debarred from participating in a third party payor program, including but not limited to Medicare and/or Medicaid.
- E. While performing its duties and obligations hereunder, each party shall, and shall cause its personnel, physicians, agents, and subcontractors to, comply with all regulations that apply to the confidentiality and security of patient information, including the federal Health Insurance Portability and Accountability Act of 1996 as amended ("HIPAA"), which are now in force or which may hereafter be in force.

V. COOPERATION OF THE PARTIES

The University of South Alabama, College of Allied Health Professions, and its Department of Physical Therapy and the Clinical Unit agree to cooperate with regard to:

- A. Compliance by each party with non-discrimination laws which are applicable to said party.
- B. During the initial term and any renewal term of the Agreement, and after termination of this Agreement, the parties to this Agreement, their agents, servants, and employees shall cooperate with each other or their insurers in the prosecution or defense of any claim arising from or in any way connected with performance of duties and obligations pursuant to this Agreement. Each party, its agents, students and employees shall

attend hearings and trials and shall assist in effecting attendance of witnesses in the conduct of any lawsuits.

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

CLINICAL UNIT

UNIVERSITY OF SOUTH ALABAMA

Administrator

Dennis Fell, Chair, Department of Physical Therapy

Date: _____

Date: _____

Director of Physical Therapy

Robert K Davis, Associate V.P. for Financial Affairs

Date: _____

Date: _____