

CLINICAL EDUCATION AGREEMENT

This Agreement is entered into by and between Andrews University, a Michigan nonprofit educational corporation with its main campus in Berrien Springs, Michigan (the "University"), and

_____, of
(Facility Name)

(Facility Address) (the "Facility").

Whereas, the University is conducting physical therapy educational programs that require clinical education facilities for the purpose of providing clinical experience to its students; and

Whereas, the Facility recognizes the need for, and desires to aid in, the education of health care professionals, and is willing to make its facilities available to the University's physical therapy students for such purposes;

Now, Therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

I. MUTUAL RESPONSIBILITIES

1. Establish in advance the number of students who will participate in the clinical education program and the length of the respective clinical experiences.
2. Appoint the appropriate representatives to be responsible for the clinical education program. The University shall appoint a clinical coordinator and the Facility shall appoint a clinical supervisor. These individuals shall be called Academic Coordinator of Clinical Education ("A.C.C.E.") and Center Coordinator of Clinical Education ("C.C.C.E."), respectively. Each party will supply the other party with the name of this person along with the person's professional and academic credentials for approval by the other party. Each party shall notify the other in writing of any change of the person appointed.
3. Each student assigned to the Facility is required to comply with the policies and procedures of the Facility, including but not limited to policies on confidentiality of patient information. The Facility reserves the right to refuse access to and/or remove from its clinical areas any student who does not meet the Facility's standards or follow the Facility's policies. No action will be taken by the Facility until the matter has been discussed with the A.C.C.E., unless the student's behavior or presence poses an immediate or substantial threat to the effective delivery of health care services to patients of the Facility.
4. Each party will remain responsible for the acts of their respective employees and agents.
5. Each party promptly will notify the other party if one party becomes aware of a claim asserted by any person which arises out of, or appears to arise out of, this Agreement or any activity carried out under this Agreement.
6. University students and faculty are not the agents, representatives or employees of the Facility and will not represent themselves as such.
7. The parties will not unlawfully discriminate on the basis of race, color, religion, national origin, age, sex, height, weight, disability, marital status, past military service, or any other protected characteristic regarding the educational or clinical experience of the student.
8. The University agrees to indemnify and save harmless the Facility and its agents and employees from any liability or damages the Facility may suffer as a result of claims, costs, or judgments, including reasonable attorney's fees, against it arising out of acts or omissions of the University in the operation of the clinical education program covered by this Agreement. The Facility agrees to indemnify and save harmless the University and its agents and employees from any liability or damages the University may

suffer as result of claims, costs, or judgments, including reasonable attorneys fees, against it arising out of acts or omissions of the Facility in the operation of the clinical education program covered by this Agreement.

9. The University may develop letter agreements, as necessary, with the Facility to formalize operational details of the clinical education program. These letter agreements, if any, shall be approved with the same formalities as this Agreement.
10. Each party shall carry professional liability or self-insurance with minimum limits of liability of \$1 million/\$3 million for suits and claims that may be asserted for any professional liability claim arising out of any service rendered pursuant to this Agreement. Each party shall, upon request, furnish the other party with evidence of such coverage.
11. Students will be responsible for all personal expenses including meals, lodging, and transportation unless voluntarily provided by the Facility.
12. Modification of any term or provision of this Agreement will not be effective unless in writing with the same degree of formality as this Agreement. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not constitute a waiver of that provision and the Agreement shall remain in effect.

II. RESPONSIBILITIES OF THE FACILITY

In addition to other provisions in this Agreement, the Facility specifically agrees as follows:

1. To provide clinical education learning experiences which are planned, organized, and administered by qualified staff in accordance with mutually agreed upon educational objectives and guidelines.
2. The Facility shall at all times remain responsible for patients and patient care.
3. The Facility shall maintain administrative and professional supervision of University students insofar as their presence effects the operation of the Facility and the direct or indirect care of the Facility's patients.
4. To prepare written objectives or guidelines for structuring the clinical education program. A copy of these objectives or guidelines will be available for review by the A.C.C.E.
5. To permit, upon reasonable request, the University or its accrediting agency to inspect the Facility and its services and records which pertain to the clinical education program.
6. To provide or otherwise arrange for emergency medical care for students at the student's expense.
7. To provide reasonable classroom, conference, storage, dressing, and locker room space for students.
8. To evaluate the student(s) according to the guidelines provided by the University and to utilize the evaluation standards and forms furnished by the University.
9. To accept the University's student clinical attire guidelines and to inform the University of the Facility's standards and policies regarding dress and appearance.

III. RESPONSIBILITIES OF THE UNIVERSITY

In addition to other provisions in this Agreement, the University specifically agrees as follows:

1. To assign to the Facility only those students who have satisfactorily completed the prerequisite portions of the curriculum.
2. To direct the students to comply with the rules and regulations of the Facility.
3. To provide assurance to the Facility that each student accepted for the clinical education program will have had a physical examination within the last year. This examination will include a Tuberculin test and immunizations for MMR, tetanus, and Hepatitis B (or a signed waiver). The Facility reserves the right to restrict the clinical activity of students who evidence symptoms of communicable infections.

4. To provide evidence of professional liability insurance coverage for all of its students, employees, and agents in the Facility in connection with the clinical education program of the University's students.
5. To assure and provide evidence that the student(s) possess health insurance either through the University or an individual policy.
6. To require students to hold current C.P.R. certification.
7. To direct the students to comply with the local and state department of health rules and regulations, regulations of the Health Facilities Accreditation Program, applicable requirements of the Health Insurance Accountability and Portability Act, and all regulatory agencies pertinent to services provided.

IV. TERM AND TERMINATION

This Agreement will be effective as of the date signed by both parties and will continue in effect until terminated by either party. Either party may terminate the Agreement upon ninety (90) days written notice to the other party. The notice required by this clause shall be sent by certified or registered mail.

If the termination date occurs while a student of the University has not completed his or her clinical learning experience at the Facility, the student shall be permitted to complete the scheduled clinical learning experience, and the University and the Facility shall cooperate to accomplish this goal.

IN WITNESS WHEREOF, the parties have executed this Agreement and warrant that they are officially authorized to so execute for their respective parties to this Agreement.

THE FACILITY

THE UNIVERSITY

ANDREWS UNIVERSITY

By: _____ Date: _____

By: _____ Date: _____

Title: _____

Title: _____

By: _____ Date: _____

By: _____ Date: _____

Title: _____

Title: _____

Reviewed and approved:

_____ Date: _____

Chair, P.T. Department

_____ Date: _____

Academic Coordinator of Clinical Education