**AGREEMENT FOR CLINICAL EDUCATION**

THIS AGREEMENT, effective \_\_\_\_\_\_\_\_\_\_\_ between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(hereafter known as the facility), and the School of Physical Therapy, on behalf of the Marshall University College of Health Professions (MUCOHP) for the purpose of establishing a clinical education program.

**MUTUAL BENEFIT**

IT IS AGREED to be of mutual benefit and advantage that MUCOHP School of Physical Therapy and the FACILITY establish a Clinical Education Program to provide clinical instruction and experience to students enrolled in the MUCOHP.

The following provisions shall govern this agreement:

**ACADEMIC PREPARATION, ASSIGNMENT, SUPERVISION, RULES**

MUCOHP agrees that the students shall have completed academics appropriate to the level of clinical training prior to assignment to the clinical experience. The clinical coordinator/course instructor for the department shall make assignment of its students with mutual agreement of and advance notice to the FACILITY. When at the FACILITY the students shall observe and act in accordance with the policies and procedures set forth by the FACILITY.

**EVALUATION, WITHDRAWAL**

FACILITY shall evaluate the performance of each student subject to final evaluation by the MUCOHP department. In addition, the FACILITY may request that the department withdraw any student whose appearance, conduct, or work with patients or personnel is not in accordance with facility’s policies or other acceptable standards of performance and such request shall be granted by the department**.** Final action of student’s evaluation and/or withdrawal is the responsibility of the department**.**

**LIABILITY**

MUCOHP agrees to provide and maintain professional and general liability insurance through the West Virginia State Board of Risk and Management for all faculty and students participating in any clinical program on behalf of MUCOHP. The amount of coverage provided by the State Board of Risk and Insurance Management is One Million Dollars ($1,000,000) per occurrence. (See attached proof of insurance.)

**HIPAA REQUIRMENTS**

To the extent required by federal law, the parties agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320(d)-2 through 42 U.S.C.§ 1320(d)-4 (HIPAA) and any current and future regulations promulgated there under including without limitation the federal privacy regulations contained in 45 C.F.R. § 160-164 (the Federal Privacy Regulations), the federal security standards contained in 45 C.F.R. § 142 (the Federal Security Regulations), and the federal standard of electronic transactions contained in 45 C.F.R §§ 160 and 162, all collectively referred to herein as HIPAA Requirements. The parties agree not to use or further disclose any Protected Health Information (as defined in 45 C.F.R §§ 164.500, et.seq.) or Individually Identifiable Health Information (as defined in 42 U.S.C. § 1320(d)-2 through § 1320(d)-4, other than as permitted by HIPAA Requirements and the terms of this Agreement. Each party will makes its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

**NONDISCRIMINATION**

Parties agree not to discriminate under this agreement and to render services without regard to race, color, religion, sex, national origin, veterans status, political affiliation, disabilities, or sexual orientation in accordance with all state and federal law.

**ENTIRE AGREEMENT, REVISIONS, ADDITIONS, EXTENSIONS**

This agreement is strictly an agreement for student clinical education. It does not create an employment relationship. This agreement together with provisions (a,b,c,d) below, constitute the entire agreement between parties and supersedes all previous agreements.

1. This agreement shall be automatically renewed on an annual basis unless terminated by either party.
2. This agreement may be terminated by either party with sixty (60) days prior written notice. Any student currently in clinical training at the time of notice should be permitted to complete the program.
3. Revisions may be recommended by either party which becomes effective upon written approval of both parties.
4. More specific agreements with individual programs may be entered into as needed.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives intending to be legally bound as of the effective date defined above.

**Marshall University Marshall University**

**School of Physical Therapy College of Health Professions**

**2847 5th Avenue Dean, College of Health Professions**

**Huntington, WV 25702 One John Marshall Drive**

**Tel: 304-696-5611 Huntington, WV 25755**

**Tel: 304 696-3765**

**By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**D. Scott Davis PT, MS, EdD, OCS Dr. Michael Prewitt**

**Chair/Director/Professor Dean, College of Health Professions**

**Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**FACILITY:**

address

Phone

**BY: Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Printed name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**AGREEMENT FOR CLINICAL EDUCATION**

**Physical Therapy Contract Addendum**

The Student and Physical Therapy program is responsible for providing the following as may be required by the FACILITY

1. Updated health immunization records including annual PPD, Proof of MMR; Hepatitis B Vaccine (or signed waiver); Negative TB/PPD skin test or Negative Chest X-ray;
2. A physical and/or drug screen if required by the clinical site. (Students are responsible for any costs incurred with the screen).
3. A Criminal Background Check if required by the clinical site. (Students are responsible for any costs incurred with this check).
4. A copy of Professional Liability and Health Insurance; (except that FACILITY shall provide emergency care at the student’s expense)
5. A copy of CPR certification.
6. Successful completion of modules on the Code of Conduct, HIPAA Privacy, and HIPAA Security.
7. Demonstrated competency on OSHA guidelines for blood-borne pathogens and infection control.

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**Marshall University**

**College of Health Professions**

**School of Physical Therapy**

**2847 5th Avenue**

**Huntington, WV 25702**

**Tel: 304-696-5611**

**By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Program Director or DCE**

**Facility:**

**name**

**address**

**Tel:**

**By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Rehab Director/Education Supervisor/Authorized Signatory**