**CLINICAL AFFILIATION AGREEMENT**

between

**ARKANSAS COLLEGES OF HEALTH EDUCATION**

and

**\_ \_**

(facility name)

This agreement entered into this day of , 20 creates an affiliation agreement between **ARKANSAS COLLEGES OF HEALTH EDUCATION SCHOOL OF PHYSICAL THERAPY**, referred to as ACHE, and \_\_\_\_\_\_\_\_\_\_\_ , referred to as the FACILITY, for the purpose of providing supervised clinical education (e.g. fieldwork, capstone, other experiential education experiences) for the students of ACHE’s Physical Therapy educational programs. Both ACHE and the FACILITY acknowledge that this cooperative agreement is needed for completeness of ACHE’S academic curriculum and will further the Mission of the FACILITY by stimulating those staff members involved in student clinical education and supervision.

**WITNESSETH:**

1. **JOINT RESPONSIBILITIES:**
2. The arrangement for the clinical affiliation will be cooperatively planned by the appropriate representatives and staff of the FACILITY and ACHE faculty and staff. Illustrative of the foregoing, specific and mutually agreed upon information regarding the number of students to be assigned, the dates of the assignment, and specific experience to be provided (including the proposed clinical areas and client/patient service facilities to be used by the student and the type and extent of client/patient care which the student shall render) shall be planned jointly and agreed upon by ACHE and the FACILITY. Placement of students will always depend on staff and space availability.
3. ACHE will arrange the clinical education schedule and student assignment in cooperation with the FACILITY.
4. ACHE and FACILITY will not discriminate against any employee, applicant, or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation or any other basis protected by any state or federal law.
5. In the performance of all work, duties and obligations, ACHE and FACILITY are at all times independent contractors, and not joint ventures or agents of the other. Neither party nor their respective faculty, staff, employees, students or agents shall be or claim to be the faculty, staff, employee, student or agent of the other.
6. The confidentiality of client/patient records and student records shall be maintained at all times and all parties shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and state law and regulations regarding patient health information.
7. If problems arise involving the student(s), they shall be resolved jointly by the FACILITY, ACHE, and the student. Provided, however, that pending such resolution the FACILITY may at any time restrict student activities if it deems necessary for client**/**patient welfare, or if a student should breach the rules or regulations of the FACILITY.
8. **ACHE RESPONSIBILITIES:**
9. ACHE will assign students to participate in the clinical education program and will have total responsibility for academically preparing the students in theoretical knowledge, basic skills, professional ethics, attitude and behavior prior to the clinical affiliation. The FACILITY will be informed as to curriculum and sequence, and shall be advised of all courses of each student.
10. ACHE will appoint a representative as a coordinator of clinical education to act as a liaison between the FACILITY, ACHE and the student in such matters as assignments and coordination of clinical rotations and administrative operations. ACHE will provide the FACILITY with forms, protocol and guidelines for evaluation of student experience and performance. Additionally, ACHE will provide the FACILITY with its policy regarding student absences during clinical assignments.
11. The students and ACHE are included as named as insured under the insurance program of ACHE, providing professional liability coverage in the minimum amount of $1,000,000 per occurrence and $3,000,000 annual aggregate limit for liability arising out of negligence during the designated assignment at the FACILITY.
12. A Certificate of Insurance evidencing such coverage shall be furnished to the FACILITY of the clinical educational program upon request. Said certificate to include the commitment of the insurer not to cancel the coverage without at least thirty (30) days prior written notice thereof to the FACILITY.
13. ACHE agrees to withdraw any student from assignment to the FACILITY following consultation between all parties involved in the action. Provided, however, that the FACILITY may refuse access to its clinical areas or otherwise restrict activities of any student when deemed necessary or desirable for client/patient welfare, or who does not meet the FACILITY’S standards for safety, health or ethical behavior, or who does not observe all rules, regulations, policies and procedures of the FACILITY.
14. All students will be required to have physical examinations and standard immunizations (including Hepatitis B, MMR or titer, and Varicella or titer) prior to their admission to the clinical educational program and shall otherwise meet those health standards required by ACHE and the FACILITY. All students must undergo a two-step process for tuberculosis screening or provide evidence of a negative tuberculosis test within the past year.
15. ACHE shall require students complete criminal background screening and drug screen upon entering the program. ACHE shall make the result of these screenings available to the FACILITY upon request.
16. ACHE will give advance notice to the FACILITY of any site visits by any of the accrediting agencies involved with the clinical education program.
17. Upon the recommendation of the appropriate ACHE representative, ACHE adjunct faculty status may be accorded to FACILITY staff whose participation in the clinical education program merits such consideration. Those FACILITY staff so recognized will receive a certificate indicating their participation in the program and their names will appear on faculty rosters and in all publications of ACHE that list the adjunct clinical faculty.
18. ACHE shall cause its students, staff and representatives to abide by and comply with FACILITY policies and procedures.
19. ACHE agrees to indemnify, defend and hold harmless the FACILITY from any and all cost, damages, losses, expenses, including but not limited to attorneys’ fees, litigation cost, and court costs, arising out of or from the acts of negligence or intentional acts, errors or omissions caused by its officers, board members, agents, representatives, or employees, up to the limits of insurance set forth in Section B(3), above.
20. **FACILITY RESPONSIBILITIES:**
21. The FACILITY agrees to provide student access to its facilities as appropriate for the operation of the program. In addition, the FACILITY agrees to provide student access to available educational and instructional materials in its library if applicable.
22. Students will have the status of trainees at the FACILITY. Students are not to replace FACILITY staff and are not to render client/patient care and/or service except as such are identified for educational value as part of the jointly planned education program, all under the supervision of a professional practitioner who is a member of the staff of the FACILITY and/or ACHE. Consistent with the foregoing, students are not to participate in direct client/patient care activities without the authorization of the supervisor. Students will be identified as such to all clients/patients and will not participate in care if the client/patient objects to such participation. It is understood that the clinical education program will not interfere with the primary mission of the care and treatment of the client/patient, which shall at all times remain the responsibility of the FACILITY.
23. If appropriate facilities and services are available, the FACILITY will be responsible for providing emergency care for student illness or accident occurring on the FACILITY’S premises during the course of a clinical assignment, but the FACILITY is not responsible for the cost of such care. ACHE will endeavor to assure that medical insurance coverage for students is in effect during their period of assignment, but it is understood that students are financially responsible for their own medical insurance and for any medical care they receive at the FACILITY.
24. The FACILITY will provide each student with a clinical education supervisor (i.e. fieldwork educator, clinical instructor, supervisor, mentor, etc.) to whom he/she is responsible during the education period. The duties of the supervisor (which may be delegated to appropriate individuals) will include:
    1. demonstrating a concern for the personal and educational development of the student;
    2. providing a planned program for the affiliation, established in cooperation with the student’s need and interests;
    3. evaluating the student’s performance during the affiliation;
    4. communicating with appropriate ACHE faculty and staff to discuss the student’s progress.
25. The FACILITY may request withdrawal of a student from the FACILITY following consultation with appropriate ACHE personnel and the student involved in the action, but notwithstanding the foregoing may always exercise its rights under A7 and/or B5 above. All records kept by the FACILITY relating to a student’s performance during the affiliation period shall be made available to the parties hereto and to the student, and not to other persons, as required by the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. §1212(g).
26. The FACILITY will, on reasonable request, permit the inspection of its facilities, services available for clinical experiences, and other relevant items pertaining to the learning experiences, by representatives of ACHE and/or third-party agencies charged with responsibility for approval of facilities or accreditation of curriculum.
27. The FACILITY shall designate and submit in writing to ACHE for review the name and professional and academic credentials of a person to be responsible for the clinical education program. That person shall be called the clinical education supervisor (fieldwork educator, clinical instructor, supervisor, mentor, etc.).
28. The FACILITY shall immediately notify ACHE in writing of any change or proposed change of the clinical education supervisor.
29. The FACILITY will, at commencement of a student’s placement, provide the student with an orientation as to the FACILITY’S rules, regulations and policies, as well as the standards and practices relevant to the placement, as the FACILITY deems necessary.
30. The FACILITY agrees to indemnify, defend and hold harmless ACHE from any and all cost, damages, losses, expenses, including but not limited to attorneys’ fees, litigation costs, and court costs, arising out of or from the acts of negligence or intentional acts, errors or omissions caused by its officers, board members, agents, representatives, or employees.
31. **STUDENT RESPONSIBILITES**
32. The STUDENTS will follow the policies, procedures, rules and regulations established by the FACILITY during their affiliation in that FACILITY.
33. The STUDENTS will provide their own health insurance coverage for the period of the education experience.
34. The STUDENTS will provide the FACILITY all data and any additional information required by the FACILITY prior to the experience as assigned by the facility and ACHE.
35. The STUDENTS will provide the necessary and appropriate uniforms required but not provided by the FACILITY.
36. The STUDENTS have the right to appeal a decision made by the FACILITY or ACHE which will have adverse effects upon him/her, subject always to the rights of the FACILITY and ACHE expressed at other places in this agreement and to ACHE policies.
37. The STUDENTS must complete any online orientation as requested by the FACILITY prior to their start date. All students must have a current American Heart Association CPR certification.
38. **TERM AND TERMINATION**

This Agreement is effective upon execution by both parties and will continue in effect as long as it is mutually acceptable to ACHE and the FACILITY. This Agreement may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, students already scheduled to train at the FACILITY will be permitted to complete any previously scheduled clinical assignments.

1. **EMPLOYMENT DISCLAIMER**

The students participating in the program will not be considered employees or agents of the FACILITY or ACHE for any purpose. Students will not be entitled to receive any benefits of employment from FACILITY OR ACHE, including but not limited to, health care or workers’ compensation benefits, vacation, sick time, or any other benefit of employment, director or indirect. FACILITY will not be required to purchase any form of insurance for the benefit or protection of any student of ACHE.

**G. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

Students participating in clinical training pursuant to this Agreement are members of the FACILITY’s workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of “health care operations” and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to the FACILITY and, as stated in paragraph F above, does not establish an employment relationship.

**H. NO AGENCY RELATIONSHIP BETWEEN THE PARTIES**

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to the have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other.

**I. ASSIGNMENT**

This Agreement will not be assigned by either party without the prior written consent of the other.

**J. NO SPECIAL DAMAGES**

In no event shall either party be liable hereunder (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages.

**K. NOTICES**

All notices provided by either party to the other will be in writing and will be deemed to have been duly given when delivered personally, electronically, or when deposited in the United States mail, First Class, postage prepaid, addressed as indicated in the Agreement.

**L. SEVERABILITY**

The invalidity of any provision of this Agreement will not affect the validity of any other provisions.

**M. HEADLINES**

Headlines in this Agreement are for convenience only.

**N. ENTIRE AGREEMENT**

This Agreement contains the entire Agreement of the parties as it relates to this subject matter and may be modified only be additional written provisions executed by the parties.

**ACHE**

**PO Box 10366**

**Fort Smith, AR 72917**

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

Name: Teressa Brown, PT, DPT, PhD

Title: Dean, School of Physical Therapy

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

**Primary Contact(s)/Coordinator(s) of Clinical Education:**

**School of Physical Therapy**

Name: Daniel Curtis, PT, DPT

Title: Director of Clinical Education

Email: daniel.curtis@achehealth.edu

Telephone: 479.401.6022

**FACILITY:**

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

(Signature)

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Printed Name)

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

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

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

(Signature)

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Printed Name)

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

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

**Primary Contact(s):**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_