AFFILIATION AGREEMENT
BETWEEN
The University of Iowa
AND
[FACILITY NAME]

THIS AGREEMENT (“Agreement”) is executed on ____________ between The University of Iowa, Department of Physical Therapy and Rehabilitation Science, 1-252 Medical Education Building, Iowa City, IA 52242 for and on behalf of the Doctor of Physical Therapy Program and sometimes referred to as "School" in this Agreement and ________________________________ [Name & Location], sometimes referred to as "Facility" in this Agreement.

WITNESSETH:

WHEREAS, the School is conducting an educational program and desires to obtain clinical experiences for its students enrolled in the Doctor of Physical Therapy Program.

WHEREAS, the Facility has facilities and is willing to provide clinical affiliation and clinical education experiences at the Facility for students enrolled in the Program.

WHEREAS, the School and Facility have the following common objectives: (1) to provide clinical experience in terms of patient and related instruction for the students of the School; (2) to improve the overall educational program of the School by providing opportunities for learning experiences that will progress the students to advanced levels of performance; (3) to increase contacts between academic facilities and expertise; and (4) to establish and operate a Clinical Education Program.

NOW, THEREFORE, for and in consideration of the foregoing, and in further consideration of the mutual benefits, the parties of this agreement agree as follows:

(1) GENERAL INFORMATION

a. This Agreement must be reviewed and signed by both Facility and School prior to the beginning of the student’s clinical experience.

b. The period of time for each student’s clinical education will be mutually agreed upon at least one month before the beginning of the Clinical Education Program.

c. The number of students eligible to participate in the Clinical Education Program will be mutually determined by agreement of the parties and may be altered by mutual agreement.
(2) RESPONSIBILITIES OF THE SCHOOL

a. The School shall assure that all students have received a physical examination prior to the beginning of the clinical experience.

b. The School will maintain records for verification of each student’s immune status for tetanus/diphtheria, measles, mumps, rubella, chicken pox, and tuberculin skin test (2-step) (or negative chest x-rays) and provide these to the Facility upon request. The School shall maintain records that each student has received the hepatitis B vaccine (the student may be in the process of receiving the series of shots) or a signed waiver. The Student will provide these records to the Facility upon request.

c. The School will assign to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

d. The School will designate an academic faculty member, the Academic Coordinator of Clinical Education, to coordinate with a designee of the Facility (the Center Coordinator of Clinical Education) the assignment to be assumed by the student participating in the Clinical Education Program.

e. The School may designate other academic faculty members who shall be responsible for the instruction and supervision of students during clinical learning experiences at the Facility. The faculty members shall coordinate with the Center Coordinator of Clinical Education.

f. The School will be responsible for the academic evaluation of participating students and may consult with the Facility about the student’s experience at the Facility.

g. The School agrees to abide by applicable privacy and confidentiality laws and regulations and to inform all students of the laws relating to health information.

h. The School shall provide at all times during the term of this Agreement professional liability insurance coverage for its students participating in the program at the Facility with limits of at least $1,000,000 per occurrence and $3,000,000 aggregate or to carry such insurance as is mutually agreed upon in writing by the parties. The School shall provide the Facility with a certificate evidencing such liability insurance upon request.

i. Subject to the limits and without waiving any immunities provided under applicable law (including constitutional provisions, statutes and case law) regarding the status, powers and authority of the School or the School’s principal(s), the School accepts responsibility for third party claims to the extent directly attributable to the School’s negligence in performing its obligations under this Agreement.
j. The School shall remove a student from the Clinical Education Program if the Facility or student requests removal from the Program pursuant to Section 3(c). This removal shall occur immediately upon receipt of such request.

k. The School completes a comprehensive background investigation of the student upon the student’s admission to the program. The background investigation includes a criminal background check and other checks related to the past work experience and other possible licensures of the student. Students are also required on an annual basis to disclose in writing any criminal convictions that have occurred within the past year. If any information received reveals criminal or fraudulent behavior, the School will promptly notify the Facility for re-assessment of student’s assignment.

(3) RESPONSIBILITY OF THE FACILITY

a. The Facility shall provide reasonable space and equipment to the students for clinical experience.

b. The Facility shall maintain complete records and reports on each student's performance and provide an evaluation to the School on forms provided by the School.

c. The Facility shall have the right and may request the School to withdraw from the Clinical Education Program any student whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within the Facility, or whose health status is hazardous to the Facility's patients or personnel or it is detrimental to the student's successful completion of the clinical education assignment. To assist the School with its due process obligations to its students, Facility will provide written documentation for the request for withdrawal of any student from the Clinical Education Program.

d. The Facility shall at all times be responsible for all aspects of patient care.

e. Facility shall be responsible for supervision of participating students.

f. The Facility shall, on a reasonable request, permit the inspection of the clinical facilities, services available for clinical experiences, student records and other such items pertaining to the Clinical Education Program by the School or agencies charged with the responsibilities for accreditation of the program.

g. The Facility shall designate and submit in writing to the School for acceptance the name and professional and academic credentials of a clinical designee to be responsible for the Clinical Education Program. That person shall be called the Center Coordinator of Clinical Education.

h. The Facility shall immediately notify the School in writing of any change or proposed change of the Center Coordinator of Clinical Education.
i. The Facility shall indemnify and hold the School harmless from and against all liability, loss, damage, cause of action, cost and expense, including reasonable attorney fees arising out of or in connection with any activity undertaken by the Facility, including Facility employees, in performing their duties and responsibilities under the Agreement or arising from a breach of the terms of this Agreement, provided that such liability, loss, damage, cause of action, cost and expense is not the result of the negligence of the School or its students.

j. The Facility will make available emergency care for students in the event of illness or accident while at the Facility, in accordance with the Facility's policies. The cost for emergency care shall be the responsibility of the student.

k. The Facility will not restrict access to the program for reasons relating to race, color, national origin, religion, age, creed, sex, sexual orientation, gender identity, veteran's status, or disability.

(4) RESPONSIBILITY OF THE STUDENT

The student:

a. is responsible for following all policies of the Facility;

b. will have completed Adult Dependent and Pediatric Abuse education;

c. will be CPR certified per the American Heart Association guidelines;

d. is responsible for reporting to the Facility on time and following all established regulations during the regularly scheduled operating hours of the Facility; and

e. will not submit for publication any material relating to the Clinical Education Experience without prior written approval of the Facility and the School.

(5) MISCELLANEOUS

a. It is understood and agreed that the students are not employees of the Facility for any purposes and are not and will not be eligible for any employee benefits. The students will not receive reimbursement for their activities at the Facility and will not be provided worker's compensation benefits, life insurance or hospitalization insurance. Such students shall, however, at all times be subject to the Facility's policies and regulations concerning the Facility's operating and administrative and procedural functions.
(6) TERM OF AGREEMENT, MODIFICATION

a. This agreement is for a term of five (5) years. This agreement will terminate at five (5) years without written notice. This agreement may be terminated by either party with or without cause on 30 days prior written notice to the other party.

b. It is understood and agreed that the parties to this agreement may revise or modify this agreement by written amendment when both parties agree to such amendment.

c. This agreement shall be governed by Iowa law and the parties agree to bring any actions concerning this agreement in Johnson County Iowa District Court.

The University of Iowa

_______________________________________
Richard K. Shields, PT, PhD
Chair & DEO, Department of Physical Therapy & Rehabilitation Science

Date: _________________________________

[FACILITY]

_______________________________________

Patricia Winokur, MD
Executive Dean, Carver College of Medicine

Date: _________________________________

_______________________________________
David W. Kieft
University Business Manager

Date: _________________________________