AGREEMENT FOR

CLINICAL INTERNSHIPS BETWEEN

DIVISION OF HEALTH SCIENCES COLLEGE OF MOUNT ST. JOSEPH DEPARTMENT OF PHYSICAL THERAPY

AND

| This agreement made the | "College") and the Departi | 20, between the ne College of Mount St. ment of Physical Therapy, of poration/Inc.) (hereinafter |
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| the "Facility"). | | |
| WHEREAS, clinical education an both the curriculum/program, and | d experience is a required | and integral component of |
| WHEREAS, the College desires to implementing the clinical education phase education, and | - | |
| WHEREAS, clinical education is application of classroom knowledge and | | |
| WHEREAS, the clinical internship curriculum, and | p is the Professional Phase | of the physical therapy |
| WHEREAS, the Facility recogniz education experiences for physical therap | 1 1 | ibility to provide clinical |
| WHEREAS, the Facility wishes to clinical education experience for the Coll | • | 1 0 1 |
| NOW, THEREFORE, in consider College and the Facility agree as follows: | | nents set for herein, the |
| I. Mutual Responsibilities of the Co | llege and the Facility | |

The College and the Facility will establish objectives for clinical education and

devise methods for implementing these objectives and evaluating their effectiveness.

(See College of Mount St. Joseph's Physical Therapy Program Clinical Educator's Handbook.)

- B. The College and the Facility will determine the number of students to be assigned to the Facility and the length of the clinical education experiences required to achieve the established educational objectives.
- C. In accordance with applicable law, the College and the Facility will not discriminate against any College student because of age, race, color, religion, sex, marital status, handicap status or national origin.

II. Responsibilities of the College

- A. The College will assume responsibility for developing and implementing the educational program in physical therapy.
- B. The College will refer to the Facility only those students who are enrolled in the College's physical therapy curriculum and for the full-time clinical internships, those who have satisfactorily completed the academic prerequisites for clinical education experience per program matriculation requirements. (See Physical Therapy Clinical Educator's Handbook.)
- C. The College will designate a person or persons to direct the clinical education programs at the College and to act as liaison for the College, the Facility and the student(s).

Peter D. Mosher, MPT, DPT Academic Coordinator for Clinical Education College of Mount St. Joseph Division of Health Sciences 5701 Delhi Road Cincinnati, OH 45233-1672

- D. The College will be responsible for the determination of a student's final grade for clinical education experiences, feedback from the Facility evaluation forms will be used in making this determination.
- E. The College will notify the Facility of its planned schedule of student assignments, including the dates of full-time clinical experiences, the name(s) of the student(s), and the level of academic and preclinical preparation of each student.
- F. Upon execution of this contract, the College will provide the Facility with educational objectives and evaluation forms for each clinical education assignment.
- G. The College will maintain communication with the Facility on matters pertinent to clinical education. Such communication may include, but not be limited to, on-site

visits to the Facility, workshops, meetings, and the provision of educational materials relevant to the clinical education program.

- H. The College will advise students assigned to the Facility of their responsibility for complying with not only the existing rules and regulations of the Facility, but also policies and procedures of the Facility as well, including but not limited to, complying with any physical examination/immunization requirements of the Facility.
- I. The College will maintain professional liability insurance for each student assigned to the Facility and will provide the Facility with information regarding such liability insurance. The specific insurance limited will be as outlined in the provided student liability insurance document.
- J. The College reserves the right to terminate a clinical education assignment at the College's discretion, if it is in the best interest of the Student, College or Facility.

III. Responsibilities of the Facility

- A. The Facility will have ultimate responsibility for patient care at the Facility and will comply with any state, federal governmental or administrative laws, rules, regulations and statutes governing the practice of physical therapy.
- B. The Facility will provide qualified staff, patients, physical facilities, clinical equipment and materials in accordance with clinical education objectives as agreed upon by the Facility and the College.
- C. The Facility will provide each assigned student with a planned, supervised program of clinical education in accordance with the clinical education objectives. (See the MSJ Physical Therapy Clinical Educator's Handbook.)
- D. The Facility will provide each assigned student with an orientation to the Facility, including a copy of pertinent rules and regulations of the Facility on the first day of the full-time clinical.
- E. The Facility will designate one person to serve as center coordinator of clinical education (CCCE) for the Facility and to act as liaison with the College.

| CCCE: | |
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- F. The Facility will evaluate the performance of the assigned student(s) in writing, using forms provided or approved by the College. Evaluation materials will be forwarded or delivered to the College within one week of the conclusion of the clinical education assignment at the Facility.
- G. The Facility will advise the College immediately of any changes in its operation, policies, or personnel which may affect clinical education.

- H. The Facility will advise the College immediately of any serious deficiency noted in an assigned student's performance. It will then be the mutual responsibilities of the student, the Facility and the College to devise a plan by which the student may be assisted towards achieving the stated objectives of the clinical education assignment.
- I. The Facility reserves the right to request, in writing, that the College withdraw from a clinical education assignment if upon mutual agreement, the College and the Facility both believe that it is not in either party's interest to continue the clinical education assignment.
- J. The Facility will provide the College with information regarding the availability of first aid and emergency care for students while on clinical education assignment on the property of the Facility. If the Facility provides first aid and/or emergency care to an assigned student, the Facility may charge reasonable fees for such services.

IV. Responsibilities of the Physical Therapy Student

A. The physical Therapy Students are not employees of the Facility, but rather student interns.

B. During Clinical Internships:

- 1. The student is required to comply with all applicable policies, procedures and rules of the Facility, the College and the Code of Ethics of the American Physical Therapy Association.
- 2. The student is required to maintain health insurance or be responsible for medical expenses incurred during a clinical education assignment.
- 3. The student is responsible for demonstrating professional behavior including, but not limited to, protecting the confidentiality of patient information appropriate to the environment of the Facility and maintaining acceptable standards of patient care.
- 4. The student is responsible for making appropriate arrangements for transportation to and from the Facility, housing, if necessary, and assuming any travel or living expenses incurred in relation to clinical education.
- 5. The student is responsible for evaluating his or her clinical education experience using forms provided by the College and/or the Facility. (See Clinical Educator's Handbook.)
- 6. The student has the right to request withdrawal from a clinical assignment, giving notice and cause in writing to both the Facility and the College.

 The College makes the ultimate determination if the assignment will be

terminated based on information in the student's written request and information obtained from the student's clinical instructor and the Facility CCCE.

- VI. Indemnity, The College covenants and agrees to indemnify and save the Facility harmless from any and all claims, demands, actions and causes of actions which may be made or filed against the Facility as a result of any injuries to persons or property arising out of any and all acts or omissions of the College, or its student interns, and that said indemnity shall include, but not be exclusive of, expenses and attorney fees that may be incurred by Facility as a result of afore-described acts or omissions. The Facility also covenants and agrees that it shall indemnify and save the College, or its student interns, harmless from any and all claims, demands, actions and causes of actions which may be made or filed against the College, or its student interns, as a result of any injuries to persons or property arising out of any and all acts or omissions of the Facility, its agents, servants and employees and said indemnity shall also include, but not exclusive of, expenses and attorney's fees that may be incurred by College as a result of the afore-described as acts or omissions.
- VII. <u>Notice</u>, This Agreement supersedes any prior written or verbal understandings between the parties and any written communication or notice pursuant to this Agreement shall be made to the following representatives of the respective parties at the following addresses:

For the College:

Peter D. Mosher, MPT, DPT Academic Coordinator for Clinical Education College of Mount St. Joseph Division of Health Sciences 5701 Delhi Road Cincinnati, OH 45233-1672

| For the | Facility: | | | |
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- VIII. Entire Understanding, This Agreement contains the entire understanding of the parties as to the matters contained herein, and it shall not be altered, amended or modified except by a writing executed by the duly authorized officials of both the College and the Facility.
- IX. <u>Severability</u>, If any provision of the Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms, disregarding such unenforceable or invalid provision.
- X. <u>Captions</u>, The caption headings contained herein are used solely for convenience and shall not be deemed to limit or define the provisions of this Agreement.
- XI. <u>No Waiver</u>, Any failure of a party to enforce that party's rights under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any of the provisions contained herein.
- XII. <u>Governing Law</u>, This Agreement shall be governed and construed in accordance with the laws of the State of Ohio.
- XIII. <u>Binding Effect</u>, This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and permitted assigns.
- XIV. <u>Referenced Material</u>, The Student Handbook and the Clinical Educators Handbook referenced in this contract will be provided for the Facility by the College.

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| Signatures: | |
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| THE FACILITY | |
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| Administrator | (Date) |
| Director Physical Therapy Department | (Date) |
| COLLEGE OF MOUNT ST. JOSEPH | |
| Dr. Anthony Aretz, PhD President, College of Mount St. Joseph | (Date) |
| Susan A. Johnson, PhD, RN | (Date) |
| Dean, Division of Health Sciences | |