

Sample Clinical Contract*

This contract is entered into by and between *Wallace Community College*, hereinafter referred to as the College and _____, hereinafter referred to as the Agency.

WITNESSETH:

WHEREAS, the College has established certain state-approved professional programs in health-related occupations, and such programs require the provision of clinical facilities in which the student can obtain clinical learning experiences set forth by the curricula of the approved programs, and

WHEREAS, the Agency has clinical facilities in which students can acquire certain clinical learning experiences required in the curricula of the aforementioned programs, and

WHEREAS, it is to the mutual benefit of the parties hereto to cooperate in providing clinical education to students of the Physical Therapist Assistant program, therefore

KNOW ALL MEN BY THESE PRESENTS, that the College and the Agency, in consideration of the mutual benefits that will accrue to each from providing clinical facilities for students of the Physical Therapist Assistant program, and for other good and valuable considerations hereby agree and covenant each with the other as follows:

1. Administration of the Physical Therapist Assistant program and governance of clinical learning experiences for students shall be the responsibility of the College and shall be administered by the departmental faculties, and in administering this program, the College shall:
 - a. Provide the services of an Academic Coordinator of Clinical Education (ACCE) to act as a liaison between the College and Agency. The ACCE will provide the Agency with appropriate information concerning College policy and procedure for clinical affiliations.
 - b. Ensure that all students and faculty are covered by professional liability insurance while they are participating in the program. Furthermore, the College agrees to furnish the Agency with evidence of such insurance at the Agency's request. The limits of professional liability are \$1,000,000/\$3,000,000.
 - c. Require a criminal background check upon entrance into the program and an update criminal background check if student breaks enrollment for an entire semester.
 - d. Require a substance abuse screen upon entrance into the program and yearly update every fall semester.
 - e. Conduct random substance abuse screen for students enrolled in lab and/or clinical components.

- f. Maintain documentation of the following:
 - i. Physical examination
 - ii. Initial two-step TB skin test and yearly follow-up through single step testing or current chest x-ray, if applicable
 - iii. Positive measles, mumps, rubella, and varicella titer or signed waiver
 - iv. Current tetanus vaccination
 - v. Immune Hepatitis B titer or a signed waiver
 - vi. Essential Functions Verification form
 - vii. Current CPR certification
 - viii. Drug screening according to College policies
 - ix. Criminal background checks
 - g. Provide evidence, upon request of aforementioned documentation for assigned students.
 - h. Ensure that students are knowledgeable of OSHA's Bloodborne Pathogens Standard, basic safety procedures, and HIPAA regulations.
 - i. Retain only students whose conduct and performance are in accordance with standards set forth by acceptable educational and professional practice.
 - j. Plan schedules for student clinical experience, with said plans to have the approval of appropriate department head of the Agency prior to the beginning of the experience period.
 - k. Notify the Agency, in writing, of the number of students who will be reporting at least two weeks prior to the beginning of the clinical affiliation period.
 - l. Advise assigned students of their responsibility for complying with existing rules and regulations of the Agency.
 - m. Prohibit publication by the trainee and faculty or staff members of any material relative to their clinical experience that has not been approved for release for publication by the Agency and the College.
 - n. Assign grades to the student based on scores assigned by the Clinical Instructor, plus any other written work scheduled.
2. Administration of physical therapy services and patient care at the Agency shall be the responsibility of and under the control of the Agency and shall be administered through the Agency's staff, and in so doing, they shall:
- a. Designate a qualified Center Coordinator of Clinical Education (CCCE) to implement and plan the students' clinical experience.
 - b. Ensure that the CCCE designates a qualified Clinical Instructor (CI) to supervise and evaluate student progress. Staff so designated shall meet the criteria

established by the American Physical Therapy Association (APTA) as well as any additional criteria established by the College.

- c. Give permission for program faculty to monitor students' performance at the Agency.
 - d. Review with students, during a designated orientation session, all pertinent rules and regulations of the Agency.
 - e. Allow students and program faculty access to the Agency's library and conference rooms during the term of this agreement. The Agency shall also allow use of available instructional materials and supplies.
 - f. Assist faculty and students in obtaining emergency medical care in case of illness or accident incurred while at the Agency in keeping with policies of the Agency and the PTA Program. The student will be responsible for all expenses incurred.
 - g. On request, allow inspection of its clinical and related facilities by agencies charged with responsibility for accreditation of the College or program.
 - h. Have the CI evaluate each assigned student's performance at the affiliation using form(s) developed by the College. These forms shall be completed and returned to the College no later than one week after completion of the affiliation period.
 - i. Provide students with learning experiences such as interdisciplinary collaboration, rounds, staff conferences, special lectures, and similar activities at the discretion of the CCCE.
 - j. Notify the College at the earliest possible time of any situation, problem, or deficit that may threaten a student's successful completion at the affiliation in keeping with policies listed in the Clinical Education Manual.
 - k. Extend the opportunity, when applicable, for the CI to attend appropriate PTA Program department meetings.
 - l. Maintain accreditation and/or licensure status by appropriate agency and be prepared to provide evidence of this to the College.
3. Both parties agree to cooperate in implementing provisions described herein to attain an effective clinical education program that is beneficial to both parties and in so doing:
- a. Neither party shall discriminate against any student on the basis of race, color, creed, gender, age, sexual orientation, national origin, disability, or marital status.
 - b. Withdrawal of a student from an assignment may be requested by the Agency or the College should a problem arise in which the student's behavior, health, or action is deemed to jeopardize patient welfare or otherwise seriously impair the Agency's or the College's operations. The party requesting withdrawal shall

notify the other in writing of the request and the reasons for the request. The student may return to the affiliation site when and if the problem is resolved to the mutual satisfaction of the College and the Agency.

- c. The College and the Agency will establish clinical education objectives for the affiliation, devise methods for their implementation and evaluate their effectiveness. The College and the Agency will maintain ongoing, regular, and effective communication to coordinate planning and assessment of this program.
 - d. Neither party will consider the student an employee of the Agency but rather a student in the clinical education phase of his/her professional education.
 - e. If disputes cannot be resolved by the student, clinical coordinator, and College ACCE, provision shall be made for arbitration through established channels of the appropriate institution as outlined in the College's policy.
 - f. The CCCE, in conjunction with the ACCE, agrees to be responsible for immediate discipline of the student while at the Agency. The College administrator of the Physical Therapist Assistant program (the program director) is responsible for final discipline of the student.
4. Modification of this agreement shall be made only by mutual consent of both parties. An addendum setting forth modification of this agreement shall be attached hereto and shall include the date and signatures of parties entering into such modification.
5. This agreement shall continue indefinitely and shall be automatically renewed yearly unless either party desires to terminate the agreement. In the event that either party desires to terminate this agreement, such party shall serve written notice of its intention on the other party. Notice of intent to terminate this agreement must be given within 30 days of the beginning of each college semester, provided that any students enrolled and participating in the aforementioned program are given an opportunity to complete such program fully.

IN WITNESS WHEREOF, the College and the Agency have executed these presents by causing their names to be signed by their authorized agents this ___ day of _____.

WALLACE COMMUNITY COLLEGE

By: _____
President

Agency:
By: _____

Its: _____